

Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	<u>    </u>	(Y/N)
ADOPTED AS AMENDED	<u>    </u>	(Y/N)
ADOPTED W/O OBJECTION	<u>    </u>	(Y/N)
FAILED TO ADOPT	<u>    </u>	(Y/N)
WITHDRAWN	<u>    </u>	(Y/N)
OTHER	<u>    </u>	

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1 Committee/Subcommittee hearing bill: Insurance & Banking  
2 Subcommittee

3 Representative Leek offered the following:

4

5 **Amendment**

6 Remove lines 22-58 and insert:

7 purchase. Unless the context clearly indicates otherwise, the  
8 term includes a sublease agreement.

9 (b) "Lessee" means a person who, pursuant to a lease  
10 agreement, acquires the right to possession and use of special  
11 mobile equipment from a lessor pursuant to a lease agreement.

12 Unless the context clearly indicates otherwise, the term  
13 includes a sublessee.

14 (c) "Lessor" means a person who, pursuant to a lease  
15 agreement, transfers the right to possession and use of special

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16 mobile equipment to a lessee. Unless the context clearly  
17 indicates otherwise, the term includes a sublessor.

18 (d) "Public property" has the same meaning as in s.  
19 705.101. The term also includes privately owned property where  
20 members of the public at large are welcomed as business  
21 invitees.

22 (e) "Special mobile equipment" has the same meaning as in  
23 s. 316.003.

24 (2) Whether an instrumentality is a dangerous  
25 instrumentality for purposes of imposing vicarious liability  
26 upon the owner shall be decided by the court as a matter of law.  
27 To determine whether an instrumentality is a dangerous  
28 instrumentality, the court shall consider the following factors,  
29 and no single factor shall be dispositive:

30 (a) Whether the instrumentality is a motor vehicle.

31 (b) Whether the instrumentality is frequently operated  
32 within or upon public property.

33 (c) Whether the injury, death, or damage caused in the  
34 particular case occurred within or upon public property.

35 (d) Whether the instrumentality poses extraordinary  
36 dangers not posed by instrumentalities not otherwise determined  
37 to be dangerous instrumentalities.

38 (e) To what extent the Legislature has regulated the  
39 instrumentality.

40 (f) Whether the instrumentality poses a significant risk

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41 of death or destruction when used improperly.

42 (3) Notwithstanding subsection (2), any special mobile  
43 equipment that causes injury, death, or damage while leased  
44 under a written lease agreement that requires the lessee to  
45 maintain insurance coverage that contains limits not less than  
46 \$100,000 per person and up to \$300,000 per incident for bodily  
47 injury and up to \$50,000 for property damage liability or not  
48 less than \$500,000 combined property damage liability and bodily  
49 injury liability, is not liable for acts of the lessee or the  
50 lessee's agent or employee in connection with the rental or  
51 lease, including any bodily injury, death, or damage resulting  
52 from operation, maintenance, or use of the special mobile  
53 equipment. However, the lessor of special mobile equipment