



380208

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
01/28/2020	.	
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	.	

The Committee on Innovation, Industry, and Technology (Perry) recommended the following:

Senate Amendment (with title amendment)

Delete everything after the enacting clause
and insert:

Section 1. Section 212.0606, Florida Statutes, is amended
to read:

212.0606 Rental car surcharge.—

(1) As used in this section, the term:

(a) “Car-sharing service” means a membership-based
organization or business, or division thereof, which requires



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11 the payment of an application fee or a membership fee and
12 provides member access to motor vehicles:

13 1. Only at locations that are not staffed by car-sharing
14 service personnel employed solely for the purpose of interacting
15 with car-sharing service members;

16 2. Twenty-four hours per day, 7 days per week;

17 3. Only through automated means, including, but not limited
18 to, a smartphone application or an electronic membership card;

19 4. On an hourly basis or for a shorter increment of time;

20 5. Without a separate fee for refueling the motor vehicle;

21 6. Without a separate fee for minimum financial

22 responsibility liability insurance; and

23 7. Owned or controlled by the car-sharing service or its
24 affiliates.

25 (b) "Motor vehicle rental company" means an entity that is
26 in the business of providing motor vehicles to the public under
27 a rental agreement for financial consideration.

28 (c) "Peer-to-peer car-sharing program" has the same meaning
29 as in s. 627.7483(1).

30 (2) Except as provided in subsection (3) ~~(2)~~, a surcharge
31 of \$2 per day or any part of a day is imposed upon the lease or
32 rental by a motor vehicle rental company or a peer-to-peer car-
33 sharing program of a motor vehicle that is licensed for hire and
34 designed to carry fewer than nine passengers, regardless of
35 whether the motor vehicle is licensed in this state, for
36 financial consideration without transfer of the title of the
37 motor vehicle. The surcharge is imposed regardless of whether
38 the lease or rental occurs in person or through digital means.

39 The surcharge applies to only the first 30 days of the term of a



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40 lease or rental and must be collected by the motor vehicle
41 rental company or the peer-to-peer car-sharing program. The
42 surcharge is subject to all applicable taxes imposed by this
43 chapter.

44 ~~(3)(2)~~ A member of a car-sharing service who uses a motor
45 vehicle as described in subsection (2) ~~(1)~~ for less than 24
46 hours pursuant to an agreement with the car-sharing service
47 shall pay a surcharge of \$1 per usage. A member of a car-sharing
48 service who uses the same motor vehicle for 24 hours or more
49 shall pay a surcharge of \$2 per day or any part of a day as
50 provided in subsection (2) ~~(1)~~. The car-sharing service shall
51 collect the surcharge ~~For purposes of this subsection, the term~~
52 ~~"car-sharing service" means a membership-based organization or~~
53 ~~business, or division thereof, which requires the payment of an~~
54 ~~application or membership fee and provides member access to~~
55 ~~motor vehicles:~~

56 ~~(a) Only at locations that are not staffed by car-sharing~~
57 ~~service personnel employed solely for the purpose of interacting~~
58 ~~with car-sharing service members;~~

59 ~~(b) Twenty-four hours per day, 7 days per week;~~

60 ~~(c) Only through automated means, including, but not~~
61 ~~limited to, smartphone applications or electronic membership~~
62 ~~cards;~~

63 ~~(d) On an hourly basis or for a shorter increment of time;~~

64 ~~(e) Without a separate fee for refueling the motor vehicle;~~

65 ~~(f) Without a separate fee for minimum financial~~
66 ~~responsibility liability insurance; and~~

67 ~~(g) Owned or controlled by the car-sharing service or its~~
68 ~~affiliates. The surcharge imposed under this subsection does not~~



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69 apply to the lease, rental, or use of a motor vehicle from a
70 location owned, operated, or leased by or for the benefit of an
71 airport or airport authority.

72 (4)~~(3)~~(a) Notwithstanding s. 212.20, and less the costs of
73 administration, 80 percent of the proceeds of this surcharge
74 shall be deposited in the State Transportation Trust Fund, 15.75
75 percent of the proceeds of this surcharge shall be deposited in
76 the Tourism Promotional Trust Fund created in s. 288.122, and
77 4.25 percent of the proceeds of this surcharge shall be
78 deposited in the Florida International Trade and Promotion Trust
79 Fund. For the purposes of this subsection, the term "proceeds of
80 this surcharge" ~~of the surcharge~~ means all funds collected and
81 received by the department under this section, including
82 interest and penalties on delinquent surcharges. The department
83 shall provide the Department of Transportation rental car
84 surcharge revenue information for the previous state fiscal year
85 by September 1 of each year.

86 (b) Notwithstanding any other ~~provision of~~ law, the
87 proceeds deposited in the State Transportation Trust Fund shall
88 be allocated on an annual basis in the Department of
89 Transportation's work program to each department district,
90 except the Turnpike District. The amount allocated to each
91 district shall be based on the amount of proceeds attributed to
92 the counties within each respective district.

93 (5) (a) ~~(4)~~ Except as provided in this section, the
94 department shall administer, collect, and enforce the surcharge
95 as provided in this chapter.

96 (b) ~~(a)~~ The department shall require a dealer ~~dealers~~ to
97 report surcharge collections according to the county to which



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98 the surcharge was attributed. For purposes of this section, the
99 surcharge shall be attributed to the county where the rental
100 agreement was entered into.

101 (c)~~(b)~~ A dealer ~~Dealers~~ who collects ~~collect~~ the rental car
102 surcharge shall report to the department all surcharge revenues
103 attributed to the county where the rental agreement was entered
104 into on a timely filed return for each required reporting
105 period. The provisions of this chapter which apply to interest
106 and penalties on delinquent taxes apply to the surcharge. The
107 surcharge shall not be included in the calculation of estimated
108 taxes pursuant to s. 212.11. The dealer's credit provided in s.
109 212.12 does not apply to any amount collected under this
110 section.

111 (6)~~(5)~~ The surcharge imposed by this section does not apply
112 to a motor vehicle provided at no charge to a person whose motor
113 vehicle is being repaired, adjusted, or serviced by the entity
114 providing the replacement motor vehicle.

115 Section 2. Section 627.7483, Florida Statutes, is created
116 to read:

117 627.7483 Peer-to-peer car sharing.-

118 (1) DEFINITIONS.-As used in this section, the term:

119 (a) "Peer-to-peer car sharing" means the authorized use of
120 a motor vehicle by an individual other than the vehicle's owner
121 through a peer-to-peer car-sharing program. The term does not
122 include ridesharing as defined in s. 341.031(9), a carpool as
123 defined in s. 450.28(3), or the use of a motor vehicle under an
124 agreement for a car-sharing service as defined in s.
125 212.0606(1).

126 (b) "Peer-to-peer car-sharing delivery period" means the



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127 period during which a shared vehicle is delivered to the
128 location of the peer-to-peer car-sharing start time, if
129 applicable, as documented by the governing peer-to-peer car-
130 sharing program agreement.

131 (c) "Peer-to-peer car-sharing period" means the period
132 beginning either at the peer-to-peer car-sharing delivery
133 period, or, if there is no peer-to-peer car-sharing delivery
134 period, at the peer-to-peer car-sharing start time, and ending
135 at the peer-to-peer car-sharing termination time.

136 (d) "Peer-to-peer car-sharing program" means a business
137 platform that enables peer-to-peer car sharing by connecting
138 motor vehicle owners with drivers for financial consideration.
139 The term does not include a taxicab association or a
140 transportation network company as defined in s. 627.748(1).

141 (e) "Peer-to-peer car-sharing program agreement" means the
142 terms and conditions established by the peer-to-peer car-sharing
143 program which are applicable to a shared vehicle owner and a
144 shared vehicle driver and which govern the use of a shared
145 vehicle through a peer-to-peer car-sharing program.

146 (f) "Peer-to-peer car-sharing start time" means the time
147 when the shared vehicle is under the control of the shared
148 vehicle driver, which occurs at or after the time the
149 reservation of the shared vehicle is scheduled to begin, as
150 documented in the peer-to-peer car-sharing program agreement.

151 (g) "Peer-to-peer car-sharing termination time" means the
152 earliest of the following:

153 1. The expiration of the agreed-upon period established for
154 the use of a shared vehicle according to the terms of the peer-
155 to-peer car-sharing program agreement, if the shared vehicle is



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156 delivered to the location agreed upon in the peer-to-peer car-
157 sharing program agreement;

158 2. The time the shared vehicle is returned to a location as
159 alternatively agreed upon by the shared vehicle owner and shared
160 vehicle driver, as communicated through a peer-to-peer car-
161 sharing program; or

162 3. The time the shared vehicle owner takes possession and
163 control of the shared vehicle.

164 (h) "Shared vehicle" means a motor vehicle that is
165 available for sharing through a peer-to-peer car-sharing
166 program. The term does not include a motor vehicle used for
167 ridesharing as defined in s. 341.031(9) or a motor vehicle used
168 for a carpool as defined in s. 450.28(3).

169 (i) "Shared vehicle driver" means an individual who is
170 authorized by the shared vehicle owner to drive the shared
171 vehicle under the peer-to-peer car-sharing program agreement.

172 (j) "Shared vehicle owner" means the registered owner, or a
173 person or entity designated by the registered owner, of a motor
174 vehicle made available for sharing to shared vehicle drivers
175 through a peer-to-peer car-sharing program.

176 (2) INSURANCE COVERAGE REQUIREMENTS.-

177 (a)1. A peer-to-peer car-sharing program shall ensure
178 during each peer-to-peer car-sharing period that the shared
179 vehicle owner and the shared vehicle driver are insured under a
180 motor vehicle insurance policy that provides all of the
181 following:

182 a. Property damage liability coverage that meets the
183 minimum coverage amounts required under s. 324.022.

184 b. Bodily injury liability coverage limits as specified in



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185 s. 324.021(7) (a) and (b).
186 c. Personal injury protection benefits that meet the
187 minimum coverage amounts required under s. 627.736.
188 d. Uninsured and underinsured vehicle coverage as required
189 under s. 627.727.
190 2. The peer-to-peer car-sharing program shall also ensure
191 that the motor vehicle insurance policy under subparagraph 1.:
192 a. Recognizes that the shared vehicle insured under the
193 policy is made available and used through a peer-to-peer car-
194 sharing program; and
195 b. Does not exclude the use of a shared vehicle by a shared
196 vehicle driver.
197 (b)1. The insurance requirements under paragraph (a) may be
198 satisfied by a motor vehicle insurance policy maintained by:
199 a. A shared vehicle owner;
200 b. A shared vehicle driver;
201 c. A peer-to-peer car-sharing program; or
202 d. A combination of a shared vehicle owner, a shared
203 vehicle driver, and a peer-to-peer car-sharing program.
204 2. The insurance policy maintained in subparagraph 1. which
205 satisfies the insurance requirements under paragraph (a) is
206 primary during each peer-to-peer car-sharing period.
207 3.a. If the insurance maintained by a shared vehicle owner
208 or shared vehicle driver in accordance with subparagraph 1.
209 lapses or does not provide the coverage required under paragraph
210 (a), the insurance maintained by the peer-to-peer car-sharing
211 program must provide the coverage required under paragraph (a)
212 beginning with the first dollar of a claim and must defend such
213 claim, except under circumstances as set forth in subparagraph



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214 (3) (a) 2.

215 b. Coverage under a motor vehicle insurance policy
216 maintained by the peer-to-peer car-sharing program may not be
217 dependent on another motor vehicle insurer first denying a
218 claim, and another motor vehicle insurance policy is not
219 required to first deny a claim.

220 c. Notwithstanding any other law to the contrary, a peer-
221 to-peer car-sharing program has an insurable interest in a
222 shared vehicle during the peer-to-peer car-sharing period. This
223 sub-subparagraph does not create liability for a network for
224 maintaining the coverage required under paragraph (a) and under
225 this paragraph, if applicable.

226 d. A peer-to-peer car-sharing program may own and maintain
227 as the named insured one or more policies of motor vehicle
228 insurance which provide coverage for:

229 (I) Liabilities assumed by the peer-to-peer car-sharing
230 program under a peer-to-peer car-sharing program agreement;

231 (II) Liability of the shared vehicle owner;

232 (III) Liability of the shared vehicle driver;

233 (IV) Damage or loss to the shared motor vehicle; or

234 (V) Damage, loss, or injury to persons or property to
235 satisfy the personal injury protection and uninsured and
236 underinsured motorist coverage requirements of this section.

237 e. Insurance required under paragraph (a), when maintained
238 by a peer-to-peer car-sharing program, may be provided by an
239 insurer authorized to do business in this state which is a
240 member of the Florida Insurance Guaranty Association or by an
241 eligible surplus lines insurer that has a superior, excellent,
242 exceptional, or equivalent financial strength rating by a rating



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243 agency acceptable to the office. A peer-to-peer car-sharing
244 program is not transacting in insurance when it maintains the
245 insurance required under this section.

246 (3) LIABILITIES AND INSURANCE EXCLUSIONS.-

247 (a) Liability.-

248 1. A peer-to-peer car-sharing program shall assume
249 liability, except as provided in subparagraph 2., of a shared
250 vehicle owner for bodily injury or property damage to third
251 parties or uninsured and underinsured motorist or personal
252 injury protection losses during the peer-to-peer car-sharing
253 period in amounts stated in the peer-to-peer car-sharing program
254 agreement. Such amounts may not be less than those set forth in
255 ss. 324.021(7) (a) and (b), 324.022, 627.727, and 627.736,
256 respectively.

257 2. The assumption of liability under subparagraph 1. does
258 not apply if a shared vehicle owner:

259 a. Makes an intentional or fraudulent material
260 misrepresentation or omission to the peer-to-peer car-sharing
261 program before the peer-to-peer car-sharing period in which the
262 loss occurs; or

263 b. Acts in concert with a shared vehicle driver who fails
264 to return the shared vehicle pursuant to the terms of the peer-
265 to-peer car-sharing program agreement.

266 3. A peer-to-peer car-sharing program shall assume primary
267 liability for a claim when it is providing, in whole or in part,
268 the insurance required under paragraph (2) (a) and:

269 a. A dispute exists as to who was in control of the shared
270 motor vehicle at the time of the loss; and

271 b. The peer-to-peer car-sharing program does not have



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272 available, did not retain, or fails to provide the information
273 required under subsection (5).

274
275 The shared vehicle owner's insurer shall indemnify the peer-to-
276 peer car-sharing program to the extent of the insurer's
277 obligation, if any, under the applicable insurance policy if it
278 is determined that the shared vehicle owner was in control of
279 the shared motor vehicle at the time of the loss.

280 (b) Exclusions in motor vehicle insurance policies.—An
281 authorized insurer that writes motor vehicle liability insurance
282 in this state may exclude any coverage and the duty to defend or
283 indemnify for any claim afforded under a shared vehicle owner's
284 motor vehicle insurance policy, including, but not limited to:

- 285 1. Liability coverage for bodily injury and property
286 damage;
287 2. Personal injury protection coverage;
288 3. Uninsured and underinsured motorist coverage;
289 4. Medical payments coverage;
290 5. Comprehensive physical damage coverage; and
291 6. Collision physical damage coverage.

292
293 This paragraph does not invalidate or limit any exclusion
294 contained in a motor vehicle insurance policy, including any
295 insurance policy in use or approved for use which excludes
296 coverage for motor vehicles made available for rent, sharing, or
297 hire or for any business use.

298 (c) Contribution against indemnification.—A shared vehicle
299 owner's motor vehicle insurer that defends or indemnifies a
300 claim against a shared vehicle which is excluded under the terms



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301 of its policy has the right to seek contribution against the
302 motor vehicle insurer of the peer-to-peer car-sharing program if
303 the claim is made against the shared vehicle owner or the shared
304 vehicle driver for loss or injury that occurs during the peer-
305 to-peer car-sharing period.

306 (4) NOTIFICATION OF IMPLICATIONS OF LIEN.—At the time a
307 motor vehicle owner registers as a shared vehicle owner on a
308 peer-to-peer car-sharing program and before the shared vehicle
309 owner may make a shared vehicle available for peer-to-peer car
310 sharing on the peer-to-peer car-sharing program, the peer-to-
311 peer car-sharing program must notify the shared vehicle owner
312 that, if the shared vehicle has a lien against it, the use of
313 the shared vehicle through a peer-to-peer car-sharing program,
314 including the use without physical damage coverage, may violate
315 the terms of the contract with the lienholder.

316 (5) RECORDKEEPING.—A peer-to-peer car-sharing program
317 shall:

318 (a) Collect and verify records pertaining to the use of a
319 shared vehicle, including, but not limited to, the times used,
320 fees paid by the shared vehicle driver, and revenues received by
321 the shared vehicle owner.

322 (b) Retain the records in paragraph (a) for a period of not
323 less than the applicable personal injury statute of limitations.

324 (c) Provide the information contained in the records under
325 paragraph (a) upon request to the shared vehicle owner, the
326 shared vehicle owner's insurer, or the shared vehicle driver's
327 insurer to facilitate a claim coverage investigation.

328 (6) CONSUMER PROTECTIONS.—

329 (a) Disclosures.—Each peer-to-peer car-sharing program



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330 agreement made in this state must disclose to the shared vehicle
331 owner and the shared vehicle driver:

332 1. Any right of the peer-to-peer car-sharing program to
333 seek indemnification from the shared vehicle owner or the shared
334 vehicle driver for economic loss resulting from a breach of the
335 terms and conditions of the peer-to-peer car-sharing program
336 agreement.

337 2. That a motor vehicle insurance policy issued to the
338 shared vehicle owner for the shared vehicle or to the shared
339 vehicle driver does not provide a defense or indemnification for
340 any claim asserted by the peer-to-peer car-sharing program.

341 3. That the peer-to-peer car-sharing program's insurance
342 coverage on the shared vehicle owner and the shared vehicle
343 driver is in effect only during each peer-to-peer car-sharing
344 period and that, for any use of the shared vehicle by the shared
345 vehicle driver after the peer-to-peer car-sharing termination
346 time, the shared vehicle driver and the shared vehicle owner may
347 not have insurance coverage.

348 4. The daily rate, fees, and, if applicable, any insurance
349 or protection package costs that are charged to the shared
350 vehicle owner or the shared vehicle driver.

351 5. That the shared vehicle owner's motor vehicle liability
352 insurance may exclude coverage for a shared vehicle.

353 6. An emergency telephone number of the personnel capable
354 of fielding calls for roadside assistance and other customer
355 service inquiries.

356 7. Any conditions under which a shared vehicle driver must
357 maintain a personal motor vehicle insurance policy with certain
358 applicable coverage limits on a primary basis in order to book a



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359 shared vehicle.
360 (b) Driver license verification and data retention.—
361 1. A peer-to-peer car-sharing program may not enter into a
362 peer-to-peer car-sharing program agreement with a driver unless
363 the driver:
364 a. Holds a driver license issued under chapter 322 which
365 authorizes the driver to drive vehicles of the class of the
366 shared vehicle;
367 b. Is a nonresident who:
368 (I) Holds a driver license issued by the state or country
369 of the driver's residence which authorizes the driver in that
370 state or country to drive vehicles of the class of the shared
371 vehicle; and
372 (II) Is at least the same age as that required of a
373 resident to drive; or
374 c. Is otherwise specifically authorized by the Department
375 of Highway Safety and Motor Vehicles to drive vehicles of the
376 class of the shared vehicle.
377 2. A peer-to-peer car-sharing program shall keep a record
378 of:
379 a. The name and address of the shared vehicle driver;
380 b. The driver license number of the shared vehicle driver
381 and of any other person who will operate the shared vehicle; and
382 c. The place of issuance of the driver license.
383 (c) Responsibility for equipment.—A peer-to-peer car-
384 sharing program has sole responsibility for any equipment that
385 is put in or on the shared vehicle to monitor or facilitate the
386 peer-to-peer car-sharing transaction, including a GPS system.
387 The peer-to-peer car-sharing program shall indemnify and hold



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388 harmless the shared vehicle owner for any damage to or theft of
389 such equipment during the peer-to-peer car-sharing period which
390 is not caused by the shared vehicle owner. The peer-to-peer car-
391 sharing program may seek indemnity from the shared vehicle
392 driver for any damage to or loss of such equipment which occurs
393 outside of the peer-to-peer car-sharing period.

394 (d) *Motor vehicle safety recalls.*—At the time a motor
395 vehicle owner registers as a shared vehicle owner on a peer-to-
396 peer car-sharing program and before the shared vehicle owner may
397 make a shared vehicle available for peer-to-peer car sharing on
398 the peer-to-peer car-sharing program, the peer-to-peer car-
399 sharing program must:

400 1. Verify that the shared vehicle does not have any safety
401 recalls on the vehicle for which the repairs have not been made;
402 and

403 2. Notify the shared vehicle owner that if the shared
404 vehicle owner:

405 a. Has received an actual notice of a safety recall on the
406 vehicle, he or she may not make a vehicle available as a shared
407 vehicle on the peer-to-peer car-sharing program until the safety
408 recall repair has been made.

409 b. Receives an actual notice of a safety recall on a shared
410 vehicle while the shared vehicle is made available on the peer-
411 to-peer car-sharing program, he or she must remove the shared
412 vehicle's availability on the peer-to-peer car-sharing program
413 as soon as practicable after receiving the notice of the safety
414 recall and until the safety recall repair has been made.

415 c. Receives an actual notice of a safety recall while the
416 shared vehicle is in the possession of a shared vehicle driver,



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417 he or she must notify the peer-to-peer car-sharing program about
418 the safety recall as soon as practicably possible after
419 receiving the notice of the safety recall so that he or she may
420 address the safety recall repair.

421 (7) CONSTRUCTION.—This section does not limit:

422 (a) The liability of a peer-to-peer car-sharing program for
423 any act or omission of the peer-to-peer car-sharing program
424 which results in the bodily injury to a person as a result of
425 the use of a shared vehicle through peer-to-peer car sharing; or

426 (b) The ability of a peer-to-peer car-sharing program to
427 seek by contract indemnification from the shared vehicle owner
428 or the shared vehicle driver for economic loss resulting from a
429 breach of the terms and conditions of the peer-to-peer car-
430 sharing program agreement.

431 Section 3. This act shall take effect October 1, 2020.

432
433 ===== T I T L E A M E N D M E N T =====

434 And the title is amended as follows:

435 Delete everything before the enacting clause
436 and insert:

437 A bill to be entitled
438 An act relating to motor vehicle rentals; amending s.
439 212.0606, F.S.; defining the terms "motor vehicle
440 rental company" and "peer-to-peer car-sharing
441 program"; revising the applicability of the rental car
442 surcharge; imposing the surcharge on certain motor
443 vehicle leases or rentals by a peer-to-peer car-
444 sharing program; specifying who must collect the
445 surcharge; making technical changes; creating s.



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446 627.7483, F.S.; defining terms; specifying motor
447 vehicle insurance requirements for shared vehicles on
448 a peer-to-peer car-sharing program; providing
449 construction relating to such insurance; requiring a
450 peer-to-peer car-sharing program to assume specified
451 liability of a shared vehicle owner; providing
452 exceptions; requiring a shared vehicle owner's insurer
453 to indemnify the peer-to-peer car-sharing program
454 under certain circumstances; authorizing a shared
455 vehicle owner's motor vehicle insurer to exclude
456 certain coverages and the duty to defend or indemnify
457 certain claims; authorizing such insurer to seek
458 contribution against the peer-to-peer car-sharing
459 program's insurer under certain circumstances;
460 requiring a peer-to-peer car-sharing program to notify
461 the shared vehicle owner of certain lien information;
462 specifying recordkeeping and record disclosure
463 requirements for peer-to-peer car-sharing programs;
464 specifying disclosure requirements for peer-to-peer
465 car-sharing program agreements; specifying shared
466 vehicle driver license requirements; specifying
467 liability for damage to certain equipment in or on a
468 shared vehicle; specifying requirements for peer-to-
469 peer car-sharing programs relating to safety recalls
470 on shared vehicles; providing construction; providing
471 an effective date.