



504454

LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
04/26/2023	.	
	.	
	.	
	.	

---

The Committee on Fiscal Policy (Hooper) recommended the following:

**Senate Amendment (with title amendment)**

Between lines 169 and 170

insert:

Section 8. Paragraph (e) of subsection (7) of section 553.73, Florida Statutes, is amended to read:

553.73 Florida Building Code.—

(7)

(e) A rule updating the Florida Building Code in accordance with this subsection shall take effect no sooner than 6 months



504454

11 after publication of the updated code. Any amendment to the  
12 Florida Building Code which is adopted upon a finding by the  
13 commission that the amendment is necessary to protect the public  
14 from immediate threat of harm takes effect immediately. If  
15 energy code compliance software is not approved by the  
16 commission at least 3 months before the effective date of the  
17 updated Florida Building Code, the commission may delay the  
18 effective date of the energy provisions of the Florida Building  
19 Code for up to 3 additional months.

20 Section 9. Subsection (1) of section 565.04, Florida  
21 Statutes, is amended to read:

22 565.04 Package store restrictions.—

23 (1) Vendors licensed under s. 565.02(1)(a) shall not in  
24 said place of business sell, offer, or expose for sale any  
25 merchandise other than such beverages, and such places of  
26 business shall be devoted exclusively to such sales; provided,  
27 however, that such vendors shall be permitted to sell bitters,  
28 grenadine, nonalcoholic mixer-type beverages (not to include  
29 fruit juices produced outside this state), fruit juices produced  
30 in this state, home bar, and party supplies and equipment  
31 (including but not limited to glassware and party-type foods),  
32 miniatures of no alcoholic content, nicotine products, and  
33 tobacco products. Such places of business shall have no openings  
34 permitting direct access to any other building or room, except  
35 to a private office or storage room of the place of business  
36 from which patrons are excluded.

37 Section 10. Section 721.075, Florida Statutes, is amended  
38 to read:

39 721.075 Incidental benefits.—Incidental benefits shall be



504454

40 offered only as provided in this section.

41 (1) Accommodations, facilities, products, services,  
42 discounts, or other benefits which satisfy the requirements of  
43 this subsection are ~~shall be~~ subject to the provisions of this  
44 section and exempt from the other provisions of this chapter  
45 which would otherwise apply to such accommodations or facilities  
46 if and only if:

47 (a) The use of or participation in the incidental benefit  
48 by the prospective purchaser is completely voluntary, and  
49 payment of any fee or other cost associated with the incidental  
50 benefit is required only upon such use or participation.

51 (b) The ~~No~~ costs of acquisition, operation, maintenance, or  
52 repair of the incidental benefit may not be ~~are~~ passed on to  
53 purchasers of the timeshare plan as common expenses of the  
54 timeshare plan or as common expenses of a component site of a  
55 multisite timeshare plan.

56 (c) The continued availability of the incidental benefit is  
57 not necessary in order for any accommodation or facility of the  
58 timeshare plan to be available for use by purchasers of the  
59 timeshare plan in a manner consistent in all material respects  
60 with the manner portrayed by any promotional material,  
61 advertising, or purchaser public offering statement.

62 (d) The continued availability to purchasers of timeshare  
63 plan accommodations on no greater than a one-to-one use right to  
64 use night requirement ratio is not dependent upon continued  
65 availability of the incidental benefit.

66 (e) The incidental benefit will continue to be available in  
67 the manner represented to prospective purchasers for up to 3  
68 years ~~or less~~ after the first date that the timeshare plan is



504454

69 available for use by the purchaser. Nothing herein prevents  
70 ~~shall prevent~~ the renewal or extension of the availability of an  
71 incidental benefit.

72 (f) ~~The aggregate represented value of all incidental~~  
73 ~~benefits offered by a developer to a purchaser may not exceed 15~~  
74 ~~percent of the purchase price paid by the purchaser for his or~~  
75 ~~her timeshare interest.~~

76 ~~(g)~~ The incidental benefit is filed with the division for  
77 review in conjunction with the filing of a timeshare plan or in  
78 connection with a previously filed timeshare plan.

79 (2) Each purchaser shall execute a separate acknowledgment  
80 and disclosure statement with respect to all incidental  
81 benefits, which statement must ~~shall~~ include the following  
82 information:

83 (a) A fair description of the incidental benefit,  
84 including, but not limited to, any user fees or costs associated  
85 therewith and any restrictions upon use or availability.

86 (b) A statement that use of or participation in the  
87 incidental benefit by the prospective purchaser is completely  
88 voluntary, and that payment of any fee or other cost associated  
89 with the incidental benefit is required only upon such use or  
90 participation.

91 (c) A statement that the incidental benefit is not  
92 assignable or otherwise transferable by the prospective  
93 purchaser or purchaser without the approval of the provider of  
94 the incidental benefit.

95 (d) The following disclosure in conspicuous type  
96 immediately above the space for the purchaser's signature:  
97



504454

98           The incidental benefit[s] described in this statement is  
99 [are] offered to prospective purchasers of the timeshare plan  
100 [or other permitted reference under ~~pursuant to~~ s.  
101 721.11(5) (a)]. This [These] benefit[s] is [are] available for  
102 your use for [some period up to 3 years ~~or less~~] after the first  
103 date that the timeshare plan is available for your use. The  
104 availability of the incidental benefit[s] may or may not be  
105 renewed or extended. You should not purchase an interest in the  
106 timeshare plan in reliance upon the continued availability or  
107 renewal or extension of this [these] benefit[s].

108           ~~(c) A statement indicating the source of the services,~~  
109 ~~points, or other products that constitute the incidental~~  
110 ~~benefit.~~

111  
112 The acknowledgment and disclosure statement for any incidental  
113 benefit shall be filed with the division before ~~prior to~~ use.  
114 Each purchaser must ~~shall~~ receive a copy of his or her executed  
115 acknowledgment and disclosure statement as a document required  
116 to be provided to him or her under ~~pursuant to~~ s. 721.10(1) (b).

117           (3) (a) In the event that an incidental benefit becomes  
118 unavailable to purchasers in the manner represented by the  
119 developer in the acknowledgment and disclosure statement, the  
120 developer shall pay the purchaser the greater of twice the  
121 verifiable retail value or twice the represented value of the  
122 unavailable incidental benefit in cash within 30 days after ~~of~~  
123 the date that the unavailability of the incidental benefit was  
124 made known to the developer, unless the developer has reserved a  
125 substitution right under ~~pursuant to~~ paragraph (b) and timely  
126 makes the substitution as required by paragraph (b). ~~The~~



127 ~~developer shall promptly notify the division upon learning of~~  
128 ~~the unavailability of any incidental benefit.~~

129 (b) If an incidental benefit becomes unavailable as a  
130 result of events beyond the control of the developer, the  
131 developer may reserve the right to substitute a replacement  
132 incidental benefit of a type, quality, value, and term  
133 reasonably similar to the unavailable incidental benefit. If the  
134 developer reserves the right to substitute, the acknowledgment  
135 and disclosure statement required under ~~pursuant to~~ paragraph  
136 (2) (a) must ~~shall~~ contain the following conspicuous disclosure:

137  
138 *In the event any incidental benefit described in this*  
139 *statement becomes unavailable as a result of events beyond the*  
140 *control of the developer, the developer reserves the right to*  
141 *substitute a replacement incidental benefit of a type, quality,*  
142 *value, and term reasonably similar to the unavailable incidental*  
143 *benefit.*

144  
145 The substituted incidental benefit must ~~shall~~ be made available  
146 ~~delivered~~ to the purchaser within 30 days after the date that  
147 the unavailability of the incidental benefit was made known to  
148 the developer.

149 (4) All purchaser remedies under ~~pursuant to~~ s. 721.21 are  
150 ~~shall be~~ available for any violation of ~~the provisions of~~ this  
151 section.

152 Section 11. Present subsections (2) and (3) of section  
153 721.10, Florida Statutes, are redesignated as subsections (3)  
154 and (4), respectively, a new subsection (2) is added to that  
155 section, and subsection (1) of that section is amended, to read:



504454

156 721.10 Cancellation.—

157 (1) A purchaser has the right to cancel the contract until  
158 midnight on ~~of~~ the 10th calendar day after the later of  
159 ~~following whichever of the following days occurs later:~~

160 (a) The execution date of the contract; or

161 (b) The day on which the purchaser received the last of all  
162 documents required to be provided to him or her, including the  
163 notice required by s. 721.07(2)(d)2., if applicable.

164 (2) This right of cancellation may not be waived by any  
165 purchaser or by any other person on behalf of the purchaser, and  
166 any attempt to obtain a waiver of the cancellation right of the  
167 purchaser is unlawful. If a purchaser waives, knowingly or  
168 unknowingly, his or her right of cancellation and a closing  
169 occurs, such closing is voidable at the option of the purchaser  
170 for up to 1 year after the date that would have been the  
171 expiration of the cancellation period under subsection (1).

172 Furthermore, a ~~no~~ closing may not occur until the cancellation  
173 period of the ~~timeshare~~ purchaser has expired, and if a closing  
174 occurs before the expiration of the cancellation period, . ~~Any~~  
175 ~~attempt to obtain a waiver of the cancellation right of the~~  
176 ~~timeshare purchaser, or to hold a closing prior to the~~  
177 ~~expiration of the cancellation period, is unlawful and such~~  
178 closing is voidable at the option of the purchaser for up to 5  
179 years after such closing ~~a period of 1 year after the expiration~~  
180 ~~of the cancellation period.~~ However, nothing in this section  
181 precludes the execution of documents in advance of closing for  
182 delivery after expiration of the cancellation period.

183 Section 12. Paragraphs (b) and (e) of subsection (6) of  
184 section 721.11, Florida Statutes, are amended to read:



504454

185 721.11 Advertising materials; oral statements.-

186 (6) Failure to provide cancellation rights or disclosures  
187 as required by this subsection in connection with the sale of a  
188 regulated short-term product constitutes misrepresentation in  
189 accordance with paragraph (4) (a). Any agreement relating to the  
190 sale of a regulated short-term product must be regulated as  
191 advertising material and is subject to the following:

192 (b) A purchaser of a regulated short-term product has the  
193 right to cancel the agreement until midnight of the 10th  
194 calendar day following the execution date of the agreement. The  
195 right of cancellation may not be waived by the prospective  
196 purchaser or by any other person on behalf of the prospective  
197 purchaser. Notice of cancellation must be given in the same  
198 manner prescribed for giving notice of cancellation under s.  
199 721.10(3) ~~s. 721.10(2)~~. If the prospective purchaser gives a  
200 valid notice of cancellation or is otherwise entitled to cancel  
201 the sale, the funds or other property received from or on behalf  
202 of the prospective purchaser, or the proceeds thereof, must be  
203 returned to the prospective purchaser. Such refund must be made  
204 in the same manner prescribed for refunds under s. 721.10.

205 (e) If the seller provides the purchaser with the right to  
206 cancel the purchase of a regulated short-term product at any  
207 time up to 7 days prior to the purchaser's reserved use of the  
208 accommodations, but in no event less than 10 days, and if the  
209 seller refunds the total amount of all payments made by the  
210 purchaser reduced by the proportion of any benefits the  
211 purchaser has actually received prior to the effective date of  
212 the cancellation, the specific value of which has been agreed to  
213 between the purchaser and the seller, the short-term product





504454

214 offer shall be exempt from the requirements of paragraphs (b),  
215 (c), and (d). An agreement relating to the sale of the regulated  
216 short-term product made pursuant to this paragraph must contain  
217 a statement setting forth the cancellation and refund rights of  
218 the prospective purchaser in a manner that is consistent with  
219 this section and s. 721.10, including a description of the  
220 length of the cancellation right, a statement that the  
221 purchaser's intent to cancel must be in writing and sent to the  
222 seller at a specified address, a statement that the notice of  
223 cancellation is effective upon the date sent, and a statement  
224 that any attempt to waive the cancellation right is unlawful.  
225 The right of cancellation provided to the purchaser pursuant to  
226 this paragraph may not be waived by the prospective purchaser or  
227 by any other person on behalf of the prospective purchaser.  
228 Notice of cancellation must be given in the same manner  
229 prescribed for giving notice of cancellation pursuant to s.  
230 721.10(3) ~~s. 721.10(2)~~. If the prospective purchaser gives a  
231 valid notice of cancellation, or is otherwise entitled to cancel  
232 the sale, the funds or other property received from or on behalf  
233 of the prospective purchaser, or the proceeds thereof, shall be  
234 returned to the prospective purchaser. Such refund shall be made  
235 in the manner prescribed for refunds under s. 721.10.

236 Section 13. Paragraph (1) of subsection (4) and paragraph  
237 (1) of subsection (7) of section 721.55, Florida Statutes, are  
238 amended to read:

239 721.55 Multisite timeshare plan public offering statement.—  
240 Each filed public offering statement for a multisite timeshare  
241 plan shall contain the information required by this section and  
242 shall comply with the provisions of s. 721.07, except as



504454

243 otherwise provided therein. The division is authorized to  
244 provide by rule the method by which a developer must provide  
245 such information to the division. Each multisite timeshare plan  
246 filed public offering statement shall contain the following  
247 information and disclosures:

248 (4) A text, which shall include, where applicable, the  
249 information and disclosures set forth in paragraphs (a)-(1).

250 (1) A description of each component site, which description  
251 may be disclosed in a written, graphic, tabular, or other form  
252 approved by the division or provided to the purchaser  
253 electronically, including, but not limited to, through a website  
254 or other Internet-based access. The description of each  
255 component site must ~~shall~~ include all of the following  
256 information:

257 1. The name and address of each component site.

258 2. The number of accommodations, timeshare interests, and  
259 timeshare periods, expressed in periods of 7-day use  
260 availability, committed to the multisite timeshare plan and  
261 available for use by purchasers.

262 3. Each type of accommodation in terms of the number of  
263 bedrooms, bathrooms, sleeping capacity, and whether or not the  
264 accommodation contains a full kitchen. As used in ~~For purposes~~  
265 ~~of this subparagraph description,~~ the term "full kitchen" means  
266 ~~a full kitchen shall mean~~ a kitchen with at least having a  
267 ~~minimum of~~ a dishwasher, range, sink, oven, and refrigerator.

268 4. A description of facilities available for use by the  
269 purchaser at each component site, including the following:

270 a. The intended use of the facility, if not apparent from  
271 the description.



272           b. Any user fees associated with a purchaser's use of the  
273 facility.

274           5. A cross-reference to the location in the public offering  
275 statement of the description of any priority reservation  
276 features which may affect a purchaser's ability to obtain a  
277 reservation in the component site.

278           (7) The following documents shall be included as exhibits  
279 to the filed public offering statement, if applicable:

280           (1)1. If the multisite timeshare plan contains any  
281 component sites located in this state, the information required  
282 by s. 721.07(5) pertaining to each such component site, unless  
283 exempt under ~~pursuant to~~ s. 721.03.

284           2. If the purchaser will receive an interest in a specific  
285 multisite timeshare plan component site located outside of this  
286 state but which is offered in this state, the information  
287 required by s. 721.07(5) pertaining to that component site, if  
288 ~~provided,~~ for purposes of this paragraph, that the  
289 ~~provisions of s. 721.07(5)(t) shall only~~ requires ~~require~~  
290 disclosure of information related to the estimated budget for  
291 the timeshare plan and purchaser's expenses as required by the  
292 jurisdiction in which the component site is located.

293  
294 A developer is not required to file a separate public offering  
295 statement for any component site located within or outside the  
296 state in order to include the component site in the multisite  
297 timeshare plan.

298  
299 ===== T I T L E   A M E N D M E N T =====

300 And the title is amended as follows:



504454

301 Delete line 34  
302 and insert:  
303 difference in participant weights; amending s. 553.73,  
304 F.S.; authorizing the Florida Building Commission to  
305 delay the effective date of the energy provisions of  
306 the Florida Building Code for a specified timeframe  
307 under certain circumstances; amending s. 565.04, F.S.;  
308 authorizing package stores to sell nicotine products;  
309 amending s. 721.075, F.S.; revising requirements for  
310 certain incidental benefits related to timeshare  
311 plans; amending s. 721.10, F.S.; revising requirements  
312 for certain contract cancellations; amending s.  
313 721.11, F.S.; conforming cross-references; amending s.  
314 721.55, F.S.; revising disclosure requirements for  
315 multisite timeshare plan public offering statements;  
316 providing that developers are not required to file  
317 separate public offering statements for component  
318 sites under certain circumstances; providing an