

1 A bill to be entitled
2 An act relating to flood disclosures; creating s.
3 83.512, F.S.; requiring a landlord of residential real
4 property to provide specified information to a
5 prospective tenant at or before the time the rental
6 agreement is executed; specifying how such information
7 must be disclosed; defining the term "flooding";
8 providing that if a landlord fails to disclose flood
9 information truthfully and a tenant suffers
10 substantial loss or damage, the tenant may terminate
11 the rental agreement by giving a written notice of
12 termination and surrendering possession of the
13 property to the landlord within a specified timeframe;
14 defining the term "substantial loss or damage";
15 requiring a landlord to refund the tenant all amounts
16 paid in advance for any period after the effective
17 date of the termination of the rental agreement;
18 providing that a tenant is still liable for any sum
19 owed to the landlord before the termination of the
20 rental agreement; amending s. 689.302, F.S.; revising
21 the flood information that must be disclosed to
22 prospective purchasers of residential real property;
23 amending ss. 718.503 and 719.503, F.S.; requiring a
24 developer of a residential condominium unit or a
25 residential cooperative unit to provide specified

26 information to a prospective purchaser at or before
27 the time the sales contract is executed; specifying
28 how such information must be disclosed; defining the
29 term "flooding"; amending s. 723.011, F.S.; requiring
30 a mobile home park owner to provide specified
31 information to a prospective lessee before the time
32 the lot rental agreement is executed or at the time of
33 occupancy, whichever occurs first; specifying how such
34 information must be disclosed; defining the term
35 "flooding"; providing that if a mobile home park owner
36 fails to disclose flood information truthfully and a
37 lessee suffers substantial loss or damage, the lessee
38 may terminate the lot rental agreement by giving a
39 written notice of termination to the mobile home park
40 owner within a specified timeframe; specifying when
41 such termination is effective; defining the term
42 "substantial loss or damage"; requiring a mobile home
43 park owner to refund the lessee all amounts paid in
44 advance for any period after the effective date of the
45 termination of the lot rental agreement; providing
46 that a lessee is still liable for any sum owed to the
47 mobile home park owner before the termination of the
48 lot rental agreement; providing an effective date.

49
50 Be It Enacted by the Legislature of the State of Florida:

51
52 **Section 1. Section 83.512, Florida Statutes, is created to**
53 **read:**

54 83.512 Disclosure of flood risks to prospective tenant of
55 residential real property.—

56 (1) A landlord must complete and provide a flood
57 disclosure to a prospective tenant of residential real property
58 at or before the execution of a rental agreement for a term of 1
59 year or longer. The flood disclosure must be in a separate
60 document from the rental agreement. The flood disclosure must be
61 made in substantially the following form:

62
63 FLOOD DISCLOSURE

64 Flood Insurance: Renters' insurance policies do not
65 include coverage for damage resulting from floods.
66 Tenant is encouraged to discuss the need to purchase
67 separate flood insurance coverage with Tenant's
68 insurance agent.

69 1. Landlord is ☐ is not ☐ aware of damage to the
70 dwelling unit caused by flooding during the landlord's
71 ownership of the property.

72 2. Landlord has ☐ has not ☐ filed a claim with
73 an insurance provider relating to flood damage to the
74 dwelling unit, including, but not limited to, a claim
75 with the National Flood Insurance Program.

76 3. Landlord has ☐ has not ☐ received assistance
77 for flood damage to the dwelling unit, including, but
78 not limited to, assistance from the Federal Emergency
79 Management Agency.

80 4. For purposes of this disclosure, the term
81 "flooding" means a general or temporary condition of
82 partial or complete inundation of the dwelling unit
83 caused by any of the following:

84 a. The overflow of inland or tidal waters.

85 b. The unusual and rapid accumulation of runoff
86 or surface waters from any established water source,
87 such as a river, stream, or drainage ditch.

88 c. Sustained periods of standing water resulting
89 from rainfall.

90
91 (2) If a landlord violates this section and a tenant
92 suffers a substantial loss or damage to the tenant's personal
93 property as a result of flooding, the tenant may terminate the
94 rental agreement by giving a written notice of termination and
95 surrendering possession of the property to the landlord no later
96 than 30 days after the date of the damage or loss. Termination
97 of a rental agreement under this section is effective upon the
98 tenant surrendering possession of the property. For purposes of
99 this section, the term "substantial loss or damage" means the
100 total cost of repairs to or replacement of the personal property

101 is 50 percent or more of the personal property's market value on
102 the date the flooding occurred.

103 (3) A landlord shall refund the tenant all rent or other
104 amounts paid in advance under the rental agreement for any
105 period after the effective date of the termination of the rental
106 agreement.

107 (4) This section does not affect a tenant's liability for
108 delinquent, unpaid rent or other sums owed to the landlord
109 before the date the rental agreement was terminated by the
110 tenant under this section.

111 **Section 2. Section 689.302, Florida Statutes, is amended**
112 **to read:**

113 689.302 Disclosure of flood risks to prospective
114 purchaser.—A seller must complete and provide a flood disclosure
115 to a purchaser of residential real property at or before the
116 time the sales contract is executed. The flood disclosure must
117 be made in the following form:

118 FLOOD DISCLOSURE

119 Flood Insurance: Homeowners' insurance policies do not
120 include coverage for damage resulting from floods.

121 Buyer is encouraged to discuss the need to purchase
122 separate flood insurance coverage with Buyer's
123 insurance agent.

124 (1) Seller is ☐ is not ☐ aware of damage to the
125 property caused by flooding during the Seller's

ownership of the property.

(2)~~(1)~~ Seller has ☐ has not ☐ filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.

(3)~~(2)~~ Seller has ☐ has not ☐ received ~~federal~~ assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.

(4)~~(3)~~ For ~~the~~ purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:

(a) The overflow of inland or tidal waters.

(b) The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.

(c) Sustained periods of standing water resulting from rainfall.

Section 3. Paragraph (a) of subsection (1) of section 718.503, Florida Statutes, is amended to read:

718.503 Developer disclosure prior to sale; nondeveloper unit owner disclosure prior to sale; voidability.—

(1) DEVELOPER DISCLOSURE.—

(a) Contents of contracts.—Any contract for the sale of a

151 residential unit or a lease thereof for an unexpired term of
152 more than 5 years shall:

153 1. Contain the following legend in conspicuous type:
154

155 THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING
156 WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL
157 WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS
158 AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF
159 THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY
160 THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES.
161 THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING
162 WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL
163 WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE
164 DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR
165 MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO
166 THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY
167 RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE
168 TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS
169 AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS
170 REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL
171 TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET
172 DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE
173 CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN
174 APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND
175 CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION

176 OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH
177 ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN
178 COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE
179 OFFERING.

180 2. Contain the following caveat in conspicuous type on the
181 first page of the contract:

182
183 ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS
184 CORRECTLY STATING THE REPRESENTATIONS OF THE
185 DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE
186 SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS
187 REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE
188 FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

189
190 3. If the unit has been occupied by someone other than the
191 buyer, contain a statement that the unit has been occupied.

192 4. If the contract is for the sale or transfer of a unit
193 subject to a lease, include as an exhibit a copy of the executed
194 lease and shall contain within the text in conspicuous type:

195 "THE UNIT IS SUBJECT TO A LEASE (OR SUBLEASE)."

196 5. If the contract is for the lease of a unit for a term
197 of 5 years or more, include as an exhibit a copy of the proposed
198 lease.

199 6. If the contract is for the sale or lease of a unit that
200 is subject to a lien for rent payable under a lease of a

recreational facility or other commonly used facility, contain within the text the following statement in conspicuous type:

THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF COMMONLY USED FACILITIES. FAILURE TO PAY RENT MAY RESULT IN FORECLOSURE OF THE LIEN.

7. State the name and address of the escrow agent required by s. 718.202 and state that the purchaser may obtain a receipt for his or her deposit from the escrow agent upon request.

8. If the contract is for the sale or transfer of a unit in a condominium in which timeshare estates have been or may be created, contain within the text in conspicuous type: "UNITS IN THIS CONDOMINIUM ARE SUBJECT TO TIMESHARE ESTATES." The contract for the sale of a fee interest in a timeshare estate shall also contain, in conspicuous type, the following:

FOR THE PURPOSE OF AD VALOREM TAXES OR SPECIAL ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A FEE INTEREST IN A TIMESHARE ESTATE, THE MANAGING ENTITY IS GENERALLY CONSIDERED THE TAXPAYER UNDER FLORIDA LAW. YOU HAVE THE RIGHT TO CHALLENGE AN ASSESSMENT BY A TAXING AUTHORITY RELATING TO YOUR TIMESHARE ESTATE PURSUANT TO THE PROVISIONS OF CHAPTER 194, FLORIDA

226 STATUTES.

227
228 9. Contain within the text the following statement in
229 conspicuous type:

230
231 HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE
232 FOR DAMAGE RESULTING FROM FLOODING. BUYER IS
233 ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE
234 FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT.

235
236 DEVELOPER IS ☐ IS NOT ☐ AWARE OF DAMAGE TO THE
237 PROPERTY OR COMMON ELEMENTS CAUSED BY FLOODING DURING
238 THE DEVELOPER'S OWNERSHIP OF THE PROPERTY.

239
240 DEVELOPER HAS ☐ HAS NOT ☐ FILED A CLAIM WITH AN
241 INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE
242 PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT
243 LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE
244 PROGRAM.

245
246 DEVELOPER HAS ☐ HAS NOT ☐ RECEIVED ASSISTANCE FOR
247 FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS,
248 INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE
249 FEDERAL EMERGENCY MANAGEMENT AGENCY.
250

251 FOR PURPOSES OF THIS DISCLOSURE, THE TERM "FLOODING"
252 MEANS A GENERAL OR TEMPORARY CONDITION OF PARTIAL OR
253 COMPLETE INUNDATION OF THE PROPERTY OR COMMON ELEMENTS
254 CAUSED BY THE OVERFLOW OF INLAND OR TIDAL WATERS; THE
255 UNUSUAL AND RAPID ACCUMULATION OF RUNOFF OR SURFACE
256 WATERS FROM ANY ESTABLISHED WATER SOURCE, SUCH AS A
257 RIVER, STREAM, OR DRAINAGE DITCH; OR SUSTAINED PERIODS
258 OF STANDING WATER RESULTING FROM RAINFALL.

259 **Section 4. Paragraph (a) of subsection (1) of section**
260 **719.503, Florida Statutes, is amended to read:**

261 719.503 Disclosure prior to sale.—

262 (1) DEVELOPER DISCLOSURE.—

263 (a) Contents of contracts.—Any contracts for the sale of a
264 unit or a lease thereof for an unexpired term of more than 5
265 years shall contain:

266 1. The following legend in conspicuous type:

267
268 THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING
269 WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL
270 WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS
271 AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF
272 THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY
273 THE DEVELOPER UNDER SECTION 719.503, FLORIDA STATUTES.
274 THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING
275 WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL

276 WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE
277 DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR
278 MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO
279 THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY
280 RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE
281 TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS
282 AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS
283 REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL
284 TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET
285 DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE
286 COOPERATIVE ACT ARE ESTIMATES ONLY AND REPRESENT AN
287 APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND
288 CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION
289 OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH
290 ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN
291 COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE
292 OFFERING.

293
294 2. The following caveat in conspicuous type shall be
295 placed upon the first page of the contract:

296
297 ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS
298 CORRECTLY STATING THE REPRESENTATIONS OF THE
299 DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE
300 SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS

301 REQUIRED BY SECTION 719.503, FLORIDA STATUTES, TO BE
302 FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.
303

304 3. If the unit has been occupied by someone other than the
305 buyer, a statement that the unit has been occupied.

306 4. If the contract is for the sale or transfer of a unit
307 subject to a lease, the contract shall include as an exhibit a
308 copy of the executed lease and shall contain within the text in
309 conspicuous type: "THE UNIT IS SUBJECT TO A LEASE (OR
310 SUBLEASE) ."

311 5. If the contract is for the lease of a unit for a term
312 of 5 years or more, the contract shall include as an exhibit a
313 copy of the proposed lease.

314 6. If the contract is for the sale or lease of a unit that
315 is subject to a lien for rent payable under a lease of a
316 recreational facility or other common areas, the contract shall
317 contain within the text the following statement in conspicuous
318 type: "THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS
319 SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF COMMON
320 AREAS. FAILURE TO PAY RENT MAY RESULT IN FORECLOSURE OF THE
321 LIEN."

322 7. The contract shall state the name and address of the
323 escrow agent required by s. 719.202 and shall state that the
324 purchaser may obtain a receipt for his or her deposit from the
325 escrow agent, upon request.

326 8. If the contract is for the sale or transfer of a unit
327 in a cooperative in which timeshare estates have been or may be
328 created, the following text in conspicuous type: "UNITS IN THIS
329 COOPERATIVE ARE SUBJECT TO TIMESHARE ESTATES." The contract for
330 the sale of a timeshare estate must also contain, in conspicuous
331 type, the following:

332
333 FOR THE PURPOSE OF AD VALOREM TAXES OR SPECIAL
334 ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A
335 TIMESHARE ESTATE, THE MANAGING ENTITY IS GENERALLY
336 CONSIDERED THE TAXPAYER UNDER FLORIDA LAW. YOU HAVE
337 THE RIGHT TO CHALLENGE AN ASSESSMENT BY A TAXING
338 AUTHORITY RELATING TO YOUR TIMESHARE ESTATE PURSUANT
339 TO THE PROVISIONS OF CHAPTER 194, FLORIDA STATUTES.

340
341 9. Contain within the text the following statement in
342 conspicuous type:

343
344 HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE
345 FOR DAMAGE RESULTING FROM FLOODING. BUYER IS
346 ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE
347 FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT.

348
349 DEVELOPER IS ☐ IS NOT ☐ AWARE OF DAMAGE TO THE
350 PROPERTY OR COMMON ELEMENTS CAUSED BY FLOODING DURING

THE DEVELOPER'S OWNERSHIP OF THE PROPERTY.

DEVELOPER HAS ☐ HAS NOT ☐ FILED A CLAIM WITH AN
INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE
PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT
LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE
PROGRAM.

DEVELOPER HAS ☐ HAS NOT ☐ RECEIVED ASSISTANCE FOR
FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS,
INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE
FEDERAL EMERGENCY MANAGEMENT AGENCY.

FOR PURPOSES OF THIS DISCLOSURE, THE TERM "FLOODING"
MEANS A GENERAL OR TEMPORARY CONDITION OF PARTIAL OR
COMPLETE INUNDATION OF THE PROPERTY OR COMMON ELEMENTS
CAUSED BY THE OVERFLOW OF INLAND OR TIDAL WATERS; THE
UNUSUAL AND RAPID ACCUMULATION OF RUNOFF OR SURFACE
WATERS FROM ANY ESTABLISHED WATER SOURCE, SUCH AS A
RIVER, STREAM, OR DRAINAGE DITCH; OR SUSTAINED PERIODS
OF STANDING WATER RESULTING FROM RAINFALL.

**Section 5. Subsection (6) is added to section 723.011,
Florida Statutes, to read:**

723.011 Disclosure prior to rental of a mobile home lot;
prospectus, filing, approval.—

376 (6) (a) A mobile home park owner must complete and provide
377 a flood disclosure to a prospective lessee of a mobile home lot.
378 Such disclosure must be provided before the execution of the lot
379 rental agreement or at the time of occupancy, whichever occurs
380 first. The flood disclosure must be in a separate document from
381 the lot rental agreement. The flood disclosure must be made in
382 substantially the following form:

383
384 FLOOD DISCLOSURE

385 Flood Insurance: Homeowners' and renters' insurance
386 policies do not include coverage for damage resulting
387 from floods. You are encouraged to discuss the need to
388 purchase separate flood insurance coverage with your
389 insurance agent.

390 1. The mobile home park owner is ☐ is not ☐
391 aware of damage to the property caused by flooding
392 during the mobile home park owner's ownership of the
393 property.

394 2. The mobile home park owner has ☐ has not ☐
395 filed a claim with an insurance provider relating to
396 flood damage to the property, including, but not
397 limited to, a claim with the National Flood Insurance
398 Program.

399 3. The mobile home park owner has ☐ has not ☐
400 received assistance for flood damage to the property,

401 including, but not limited to, assistance from the
402 Federal Emergency Management Agency.

403 4. For purposes of this disclosure, the term
404 "flooding" means a general or temporary condition of
405 partial or complete inundation of the property caused
406 by any of the following:

407 a. The overflow of inland or tidal waters.

408 b. The unusual and rapid accumulation of runoff
409 or surface waters from any established water source,
410 such as a river, stream, or drainage ditch.

411 c. Sustained periods of standing water resulting
412 from rainfall.

413
414 (b) If a mobile home park owner violates this section and
415 a lessee suffers a substantial loss or damage to the lessee's
416 mobile home or personal property as a result of flooding, the
417 lessee may terminate the lot rental agreement by giving a
418 written notice of termination to the mobile home park owner no
419 later than 30 days after the date of the damage or loss.
420 Termination of a lot rental agreement under this section is
421 effective when the requirements of s. 723.023(5) are met. For
422 purposes of this paragraph, the term "substantial loss or
423 damage" means the total cost of repairs to or replacement of the
424 mobile home and personal property is 50 percent or more of the
425 mobile home's and personal property's market value on the date

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426 the flooding occurred.

427 (c) A mobile home park owner shall refund the lessee all
428 rent or other amounts paid in advance under the lot rental
429 agreement for any period after the effective date of the
430 termination of the lot rental agreement.

431 (d) This section does not affect a lessee's liability
432 for delinquent, unpaid rent or other sums owed to the
433 mobile home park owner before the date the lot rental
434 agreement was terminated by the lessee under this
435 subsection.

436 **Section 6.** This act shall take effect October 1, 2025.