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LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
03/10/2025	.	
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The Committee on Commerce and Tourism (Truenow) recommended the following:

**Senate Amendment (with title amendment)**

Delete everything after the enacting clause  
and insert:

Section 1. Subsection (8) and paragraphs (a) and (b) of  
subsection (9) of section 539.001, Florida Statutes, are amended  
to read:

539.001 The Florida Pawnbroking Act.—

(8) PAWNBROKER TRANSACTION FORM.—

(a) At the time the pawnbroker enters into any pawn or



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11 purchase transaction, the pawnbroker shall complete a pawnbroker  
12 transaction form for such transaction, including an indication  
13 of whether the transaction is a pawn or a purchase, and the  
14 pledgor or seller shall sign such completed form. The agency  
15 must approve the design and format of the pawnbroker transaction  
16 form, which must be 8 1/2 inches x 11 inches in size for printed  
17 forms and be in a font size of at least 12 points for digital  
18 forms and elicit the information required under this section in  
19 a digital or printed format. The pawnbroker may use either  
20 format. In completing the pawnbroker transaction form, the  
21 pawnbroker shall record the following information, which must be  
22 typed or written indelibly and legibly in English.

23 (b) The front of a printed ~~the~~ pawnbroker transaction form  
24 and the first page of a digital form must include:

- 25 1. The name and address of the pawnshop.
- 26 2. A complete and accurate description of the pledged goods  
27 or purchased goods, including the following information, if  
28 applicable:
  - 29 a. Brand name.
  - 30 b. Model number.
  - 31 c. Manufacturer's serial number.
  - 32 d. Size.
  - 33 e. Color, as apparent to the untrained eye.
  - 34 f. Precious metal type, weight, and content, if known.
  - 35 g. Gemstone description, including the number of stones.
  - 36 h. In the case of firearms, the type of action, caliber or  
37 gauge, number of barrels, barrel length, and finish.
  - 38 i. Any other unique identifying marks, numbers, names, or  
39 letters.



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41 Notwithstanding sub-subparagraphs a.-i., in the case of multiple  
42 items of a similar nature delivered together in one transaction  
43 which do not bear serial or model numbers and which do not  
44 include precious metal or gemstones, such as musical or video  
45 recordings, books, and hand tools, the description of the items  
46 is adequate if it contains the quantity of items and a  
47 description of the type of items delivered.

48         3. The name, address, home telephone number, place of  
49 employment, date of birth, physical description, and right  
50 thumbprint of the pledgor or seller.

51         4. The date and time of the transaction.

52         5. The type of identification accepted from the pledgor or  
53 seller, including the issuing agency and the identification  
54 number.

55         6. In the case of a pawn:

56             a. The amount of money advanced, which must be designated  
57 as the amount financed;

58             b. The maturity date of the pawn, which must be 30 days  
59 after the date of the pawn;

60             c. The default date of the pawn and the amount due on the  
61 default date;

62             d. The total pawn service charge payable on the maturity  
63 date, which must be designated as the finance charge;

64             e. The amount financed plus the finance charge that must be  
65 paid to redeem the pledged goods on the maturity date, which  
66 must be designated as the total of payments;

67             f. The annual percentage rate, computed according to the  
68 regulations adopted by the Federal Reserve Board under the



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69 federal Truth in Lending Act; and

70 g. The front or back of a printed ~~the~~ pawnbroker  
71 transaction form and the first or second page of a digital  
72 pawnbroker transaction form must include a statement that:

73 (I) Any personal property pledged to a pawnbroker within  
74 this state which is not redeemed within 30 days following the  
75 maturity date of the pawn, if the 30th day is not a business  
76 day, then the following business day, is automatically forfeited  
77 to the pawnbroker, and absolute right, title, and interest in  
78 and to the property vests in and is deemed conveyed to the  
79 pawnbroker by operation of law, and no further notice is  
80 necessary;

81 (II) The pledgor is not obligated to redeem the pledged  
82 goods; and

83 (III) If the pawnbroker transaction form is lost,  
84 destroyed, or stolen, the pledgor must immediately advise the  
85 issuing pawnbroker in writing by certified or registered mail,  
86 return receipt requested, or in person evidenced by a signed  
87 receipt.

88 (IV) A pawn may be extended upon mutual agreement of the  
89 parties.

90 7. In the case of a purchase, the amount of money paid for  
91 the goods or the monetary value assigned to the goods in  
92 connection with the transaction.

93 8. A statement that the pledgor or seller of the item  
94 represents and warrants that it is not stolen, that it has no  
95 liens or encumbrances against it, and that the pledgor or seller  
96 is the rightful owner of the goods and has the right to enter  
97 into the transaction. Any person who knowingly gives false



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98 verification of ownership or gives a false or altered  
99 identification and who receives money from a pawnbroker for  
100 goods sold or pledged commits:

101 a. If the value of the money received is less than \$300, a  
102 felony of the third degree, punishable as provided in s.  
103 775.082, s. 775.083, or s. 775.084.

104 b. If the value of the money received is \$300 or more, a  
105 felony of the second degree, punishable as provided in s.  
106 775.082, s. 775.083, or s. 775.084.

107 (c) A pawnbroker transaction form must provide a space for  
108 the imprint of the right thumbprint of the pledgor or seller and  
109 a blank line for the signature of the pledgor or seller.

110 (d) At the time of the pawn or purchase transaction, the  
111 pawnbroker shall deliver to the pledgor or seller an exact copy  
112 of the completed pawnbroker transaction form.

113 (9) RECORDKEEPING; REPORTING; HOLD PERIOD.—

114 (a) A pawnbroker must maintain a copy of each completed  
115 pawnbroker transaction form on the pawnshop premises for at  
116 least 1 year after the date of the transaction. On or before the  
117 end of each business day, the pawnbroker must deliver to the  
118 appropriate law enforcement official the original printed  
119 pawnbroker transaction forms or printed copies of the digital  
120 pawnbroker transaction forms for each of the transactions  
121 occurring during the previous business day, unless other  
122 arrangements have been agreed upon between the pawnbroker and  
123 the appropriate law enforcement official. If an ~~the~~ original  
124 printed transaction form is lost or destroyed by the appropriate  
125 law enforcement official, a copy may be used by the pawnbroker  
126 as evidence in court. When an electronic image of a pledgor or



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127 seller identification is accepted for a transaction, the  
128 pawnbroker must maintain the electronic image in order to meet  
129 the same recordkeeping requirements as for the original printed  
130 transaction form. If a criminal investigation occurs, the  
131 pawnbroker shall, upon request, provide a clear and legible copy  
132 of the image to the appropriate law enforcement official.

133 (b) If the appropriate law enforcement agency supplies the  
134 appropriate software and the pawnbroker presently has the  
135 computer ability, pawn transactions shall be electronically  
136 transferred. If a pawnbroker does not presently have the  
137 computer ability, the appropriate law enforcement agency may  
138 provide the pawnbroker with a computer and all necessary  
139 equipment for the purpose of electronically transferring pawn  
140 transactions. The appropriate law enforcement agency shall  
141 retain ownership of the computer, unless otherwise agreed upon.  
142 The pawnbroker shall maintain the computer in good working  
143 order, ordinary wear and tear excepted. In the event the  
144 pawnbroker transfers pawn transactions electronically, the  
145 pawnbroker is not required to also deliver to the appropriate  
146 law enforcement official the original or copies of the  
147 pawnbroker transaction forms. The appropriate law enforcement  
148 official may, for the purposes of a criminal investigation,  
149 request that the pawnbroker produce an original of a printed  
150 transaction form that has been electronically transferred. The  
151 pawnbroker shall deliver this form to the appropriate law  
152 enforcement official within 24 hours of the request.

153 Section 2. This act shall take effect July 1, 2025.

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155 ===== T I T L E A M E N D M E N T =====



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156 And the title is amended as follows:

157 Delete everything before the enacting clause

158 and insert:

159 A bill to be entitled

160 An act relating to pawnbroker transaction forms;

161 amending s. 539.001, F.S.; authorizing pawnbroker

162 transaction forms to be in digital or printed formats;

163 authorizing a pawnbroker to use either format;

164 revising recordkeeping requirements; providing an

165 effective date.