

By the Committee on Commerce and Tourism; and Senator Truenow

577-02243-25

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1 A bill to be entitled
2 An act relating to pawnbroker transaction forms;
3 amending s. 539.001, F.S.; authorizing pawnbroker
4 transaction forms to be in digital or printed formats;
5 authorizing a pawnbroker to use either format;
6 revising recordkeeping requirements; providing an
7 effective date.

8
9 Be It Enacted by the Legislature of the State of Florida:

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

14 539.001 The Florida Pawnbroking Act.—

15 (8) PAWNBROKER TRANSACTION FORM.—

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

29 (b) The front of a printed ~~the~~ pawnbroker transaction form

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30 and the first page of a digital form must include:

- 31 1. The name and address of the pawnshop.
- 32 2. A complete and accurate description of the pledged goods
33 or purchased goods, including the following information, if
34 applicable:
- 35 a. Brand name.
- 36 b. Model number.
- 37 c. Manufacturer's serial number.
- 38 d. Size.
- 39 e. Color, as apparent to the untrained eye.
- 40 f. Precious metal type, weight, and content, if known.
- 41 g. Gemstone description, including the number of stones.
- 42 h. In the case of firearms, the type of action, caliber or
43 gauge, number of barrels, barrel length, and finish.
- 44 i. Any other unique identifying marks, numbers, names, or
45 letters.
- 46
- 47 Notwithstanding sub-subparagraphs a.-i., in the case of multiple
48 items of a similar nature delivered together in one transaction
49 which do not bear serial or model numbers and which do not
50 include precious metal or gemstones, such as musical or video
51 recordings, books, and hand tools, the description of the items
52 is adequate if it contains the quantity of items and a
53 description of the type of items delivered.
- 54 3. The name, address, home telephone number, place of
55 employment, date of birth, physical description, and right
56 thumbprint of the pledgor or seller.
- 57 4. The date and time of the transaction.
- 58 5. The type of identification accepted from the pledgor or

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59 seller, including the issuing agency and the identification
60 number.

61 6. In the case of a pawn:

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

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

66 c. The default date of the pawn and the amount due on the
67 default date;

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

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

73 f. The annual percentage rate, computed according to the
74 regulations adopted by the Federal Reserve Board under the
75 federal Truth in Lending Act; and

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

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

87 (II) The pledgor is not obligated to redeem the pledged

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88 goods; and

89 (III) If the pawnbroker transaction form is lost,
90 destroyed, or stolen, the pledgor must immediately advise the
91 issuing pawnbroker in writing by certified or registered mail,
92 return receipt requested, or in person evidenced by a signed
93 receipt.

94 (IV) A pawn may be extended upon mutual agreement of the
95 parties.

96 7. In the case of a purchase, the amount of money paid for
97 the goods or the monetary value assigned to the goods in
98 connection with the transaction.

99 8. A statement that the pledgor or seller of the item
100 represents and warrants that it is not stolen, that it has no
101 liens or encumbrances against it, and that the pledgor or seller
102 is the rightful owner of the goods and has the right to enter
103 into the transaction. Any person who knowingly gives false
104 verification of ownership or gives a false or altered
105 identification and who receives money from a pawnbroker for
106 goods sold or pledged commits:

107 a. If the value of the money received is less than \$300, a
108 felony of the third degree, punishable as provided in s.
109 775.082, s. 775.083, or s. 775.084.

110 b. If the value of the money received is \$300 or more, a
111 felony of the second degree, punishable as provided in s.
112 775.082, s. 775.083, or s. 775.084.

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

116 (d) At the time of the pawn or purchase transaction, the

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117 pawnbroker shall deliver to the pledgor or seller an exact copy
118 of the completed pawnbroker transaction form.

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

120 (a) A pawnbroker must maintain a copy of each completed
121 pawnbroker transaction form on the pawnshop premises for at
122 least 1 year after the date of the transaction. On or before the
123 end of each business day, the pawnbroker must deliver to the
124 appropriate law enforcement official the original printed
125 pawnbroker transaction forms or printed copies of the digital
126 pawnbroker transaction forms for each of the transactions
127 occurring during the previous business day, unless other
128 arrangements have been agreed upon between the pawnbroker and
129 the appropriate law enforcement official. If an ~~the~~ original
130 printed transaction form is lost or destroyed by the appropriate
131 law enforcement official, a copy may be used by the pawnbroker
132 as evidence in court. When an electronic image of a pledgor or
133 seller identification is accepted for a transaction, the
134 pawnbroker must maintain the electronic image in order to meet
135 the same recordkeeping requirements as for the original printed
136 transaction form. If a criminal investigation occurs, the
137 pawnbroker shall, upon request, provide a clear and legible copy
138 of the image to the appropriate law enforcement official.

139 (b) If the appropriate law enforcement agency supplies the
140 appropriate software and the pawnbroker presently has the
141 computer ability, pawn transactions shall be electronically
142 transferred. If a pawnbroker does not presently have the
143 computer ability, the appropriate law enforcement agency may
144 provide the pawnbroker with a computer and all necessary
145 equipment for the purpose of electronically transferring pawn

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146 transactions. The appropriate law enforcement agency shall
147 retain ownership of the computer, unless otherwise agreed upon.
148 The pawnbroker shall maintain the computer in good working
149 order, ordinary wear and tear excepted. In the event the
150 pawnbroker transfers pawn transactions electronically, the
151 pawnbroker is not required to also deliver to the appropriate
152 law enforcement official the original or copies of the
153 pawnbroker transaction forms. The appropriate law enforcement
154 official may, for the purposes of a criminal investigation,
155 request that the pawnbroker produce an original of a printed
156 transaction form that has been electronically transferred. The
157 pawnbroker shall deliver this form to the appropriate law
158 enforcement official within 24 hours of the request.

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