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LEGISLATIVE ACTION

|            |   |       |
|------------|---|-------|
| Senate     | . | House |
| Comm: RCS  | . |       |
| 03/12/2025 | . |       |
|            | . |       |
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|            | . |       |

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The Committee on Judiciary (Bradley) recommended the following:

**Senate Amendment (with title amendment)**

Delete everything after the enacting clause  
and insert:

Section 1. Section 83.512, Florida Statutes, is created to  
read:

83.512 Disclosure of flood risks to prospective tenant of  
residential real property.-

(1) A landlord must complete and provide a flood disclosure  
to a prospective tenant of residential real property at or  
before the execution of a rental agreement for a term of 1 year



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or longer. The flood disclosure must be in a separate document.  
The flood disclosure must be made in substantially the following  
form:

FLOOD DISCLOSURE

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

1. Landlord has .... has no .... knowledge of any  
flooding that has damaged any portion of the property  
or any structure on the property during Landlord's  
ownership of the property.

2. Landlord 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. Landlord has .... has not .... received  
assistance for flood damage to the property,  
including, but not limited to, assistance from the  
Federal Emergency Management Agency.

4. 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,



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41 such as a river, stream, or drainage ditch.

42 c. Sustained periods of standing water resulting  
43 from rainfall.

44  
45 (2) If a landlord violates this section and a tenant  
46 suffers a substantial loss or damage to the tenant's personal  
47 property as a result of flooding, the tenant may terminate the  
48 rental agreement by giving a written notice of termination to  
49 the landlord no later than 30 days after the date of the damage  
50 or loss. Termination of a rental agreement under this section is  
51 effective upon the tenant surrendering possession of the  
52 property. For the purpose of this section, the term "substantial  
53 loss or damage" means the total cost of repairs to or  
54 replacement of the personal property is 50 percent or more of  
55 the personal property's market value on the date the flooding  
56 occurred.

57 (3) A landlord shall refund the tenant all rent or other  
58 amounts paid in advance under the rental agreement for any  
59 period after the effective date of the termination of the rental  
60 agreement.

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

65 Section 2. Section 689.302, Florida Statutes, is amended to  
66 read:

67 689.302 Disclosure of flood risks to prospective  
68 purchaser.—A seller must complete and provide a flood disclosure  
69 to a purchaser of residential real property at or before the



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time the sales contract is executed. The flood disclosure must be made in the following form:

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

(1) Seller has ☐ has no ☐ knowledge of any flooding that has damaged any portion of the property or any structure on the property during Seller's ownership of the property

(2) 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.



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

1. Contain the following legend in conspicuous type:

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET



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DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE  
CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN  
APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND  
CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION  
OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH  
ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN  
COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE  
OFFERING.

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

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

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

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

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

6. If the contract is for the sale or lease of a unit that



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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 STATUTES.

9. Contain within the text the following statement in



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conspicuous type:

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

DEVELOPER HAS . . . . HAS NO . . . . KNOWLEDGE OF ANY  
FLOODING THAT HAS DAMAGED ANY PORTION OF THE PROPERTY  
OR ANY STRUCTURE ON THE PROPERTY DURING 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 THE 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



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SOURCE, SUCH AS A RIVER, STREAM, OR DRAINAGE DITCH; OR  
SUSTAINED PERIODS OF STANDING WATER RESULTING FROM  
RAINFALL.

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

719.503 Disclosure prior to sale.—

(1) DEVELOPER DISCLOSURE.—

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

1. The following legend in conspicuous type: THIS AGREEMENT  
IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S  
INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION  
OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF  
THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE  
DEVELOPER UNDER SECTION 719.503, FLORIDA STATUTES. THIS  
AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE  
OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE  
OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY  
ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO  
THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS  
SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR  
A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED  
ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT  
SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET  
DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE  
COOPERATIVE ACT ARE ESTIMATES ONLY AND REPRESENT AN  
APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND



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CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

2. The following caveat in conspicuous type shall be placed upon the first page of the contract: ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 719.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

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

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

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

6. If the contract is for the sale or lease of a unit that is subject to a lien for rent payable under a lease of a recreational facility or other common areas, the contract shall 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 COMMON AREAS. FAILURE TO PAY RENT MAY RESULT IN FORECLOSURE OF THE LIEN.

7. The contract shall state the name and address of the



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escrow agent required by s. 719.202 and shall 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 cooperative in which timeshare estates have been or may be created, the following text in conspicuous type: UNITS IN THIS COOPERATIVE ARE SUBJECT TO TIMESHARE ESTATES. The contract for the sale of a timeshare estate must also contain, in conspicuous type, the following: FOR THE PURPOSE OF AD VALOREM TAXES OR SPECIAL ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST 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 STATUTES.

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

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

DEVELOPER HAS .... HAS NO .... KNOWLEDGE OF ANY FLOODING THAT HAS DAMAGED ANY PORTION OF THE PROPERTY OR ANY STRUCTURE ON THE PROPERTY DURING DEVELOPER'S OWNERSHIP OF THE PROPERTY.



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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 THE 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.—

(6) (a) A mobile home park owner must complete and provide a  
flood disclosure to a prospective lessee of residential real  
property. Delivery must be made prior to execution of the lot  
rental agreement or at the time of occupancy, whichever occurs



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first. The flood disclosure must be in a separate document. The  
flood disclosure must be made in substantially the following  
form:

FLOOD DISCLOSURE

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

1. The park owner has .... has no .... knowledge  
of any flooding that has damaged any portion of the  
property or any structure on the property during park  
owner's ownership of the property.

2. The park owner 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. The park owner has .... has not .... received  
assistance for flood damage to the property,  
including, but not limited to, assistance from the  
Federal Emergency Management Agency.

4. 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,



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such as a river, stream, or drainage ditch.

c. Sustained periods of standing water resulting  
from rainfall.

(b) If a park owner violates this section and a lessee  
suffers a substantial loss or damage to the lessee's mobile home  
or personal property as a result of flooding, the lessee may  
terminate the rental agreement by giving a written notice of  
termination to the park owner no later than 30 days after the  
date of the damage or loss. Termination of a rental agreement  
under this section is effective upon the lessee surrendering  
possession of the property. For the purpose of this paragraph,  
the term "substantial loss or damage" means the total cost of  
repairs to or replacement of the mobile home and personal  
property is 50 percent or more of the mobile home and personal  
property's market value on the date the flooding occurred.

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

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

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

===== T I T L E   A M E N D M E N T =====  
And the title is amended as follows:



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389 Delete everything before the enacting clause  
390 and insert:

391 A bill to be entitled  
392 An act relating to flood disclosures; creating s.  
393 83.512, F.S.; requiring a landlord of residential real  
394 property to provide specified information to a  
395 prospective tenant at or before the time the rental  
396 agreement is executed; specifying how such information  
397 must be disclosed; defining the term "flooding";  
398 providing that if a landlord fails to disclose flood  
399 information truthfully and a tenant suffers  
400 substantial loss or damage, the tenant may terminate  
401 the rental agreement by giving a written notice of  
402 termination to the landlord within a specified  
403 timeframe; defining the term "substantial loss";  
404 requiring a landlord to refund the tenant all amounts  
405 paid in advance for any period after the effective  
406 date of the termination of the rental agreement;  
407 providing that a tenant is still liable for any sum  
408 owed to the landlord before the termination of the  
409 rental agreement; amending s. 689.302, F.S.; revising  
410 the flood information that must be disclosed to  
411 prospective purchasers of residential real property;  
412 amending s. 718.503, F.S.; requiring a developer of a  
413 residential condominium unit to provide specified  
414 information to a prospective purchaser at or before  
415 the time the sales contract is executed; specifying  
416 how such information must be disclosed; defining the  
417 term "flooding"; amending s. 719.503, F.S.; requiring



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a developer of a residential condominium unit to provide specified information to a prospective purchaser at or before the time the sales contract is executed; specifying how such information must be disclosed; defining the term "flooding"; amending s. 723.011, F.S.; requiring a park owner of a mobile home park to provide specified information to a prospective lessee at or before the time the rental agreement is executed; specifying how such information must be disclosed; defining the term "flooding"; providing that if a park owner fails to disclose flood information truthfully and a lessee suffers substantial loss or damage, the lessee may terminate the rental agreement by giving a written notice of termination to the park owner within a specified timeframe; defining the term "substantial loss"; requiring a park owner to refund the lessee all amounts paid in advance for any period after the effective date of the termination of the rental agreement; providing that a lessee is still liable for any sum owed to the park owner before the termination of the rental agreement; providing an effective date.