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LEGISLATIVE ACTION

Senate

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House

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

16 FLOOD DISCLOSURE

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

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

26 2. Landlord has has not filed a claim
27 with an insurance provider relating to flood damage on
28 the property, including, but not limited to, a claim
29 with the National Flood Insurance Program.

30 3. Landlord has has not received
31 assistance for flood damage to the property,
32 including, but not limited to, assistance from the
33 Federal Emergency Management Agency.

34 4. For the purposes of this disclosure, the term
35 "flooding" means a general or temporary condition of
36 partial or complete inundation of the property caused
37 by any of the following:

38 a. The overflow of inland or tidal waters.

39 b. The unusual and rapid accumulation of runoff
40 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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70 time the sales contract is executed. The flood disclosure must
71 be made in the following form:

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73

FLOOD DISCLOSURE

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

76

77

Buyer is encouraged to discuss the need to purchase
78 separate flood insurance coverage with Buyer's

79

insurance agent.

80

(1) Seller has has no knowledge of any

81

flooding that has damaged any portion of the property

82

or any structure on the property during Seller's

83

ownership of the property

84

(2) Seller has has not filed a claim with an

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insurance provider relating to flood damage on the

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property, including, but not limited to, a claim with

87

the National Flood Insurance Program.

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(3)~~(2)~~ Seller has has not received ~~federal~~

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assistance for flood damage to the property,

90

including, but not limited to, assistance from the

91

Federal Emergency Management Agency.

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(4)~~(3)~~ For the purposes of this disclosure, the

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term "flooding" means a general or temporary condition

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of partial or complete inundation of the property

95

caused by any of the following:

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(a) The overflow of inland or tidal waters.

97

(b) The unusual and rapid accumulation of runoff

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or surface waters from any established water source,

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such as a river, stream, or drainage ditch.



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

101 Section 3. Paragraph (a) of subsection (1) of section
102 718.503, Florida Statutes, is amended to read:

103 718.503 Developer disclosure prior to sale; nondeveloper
104 unit owner disclosure prior to sale; voidability.—

105 (1) DEVELOPER DISCLOSURE.—

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

109 1. Contain the following legend in conspicuous type:

110
111 THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING
112 WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL
113 WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS
114 AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF
115 THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY
116 THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES.
117 THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING
118 WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL
119 WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE
120 DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR
121 MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO
122 THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY
123 RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE
124 TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS
125 AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS
126 REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL
127 TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET



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

136
137 2. Contain the following caveat in conspicuous type on the
138 first page of the contract:

139
140 ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS
141 CORRECTLY STATING THE REPRESENTATIONS OF THE
142 DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE
143 SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS
144 REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE
145 FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

146
147 3. If the unit has been occupied by someone other than the
148 buyer, contain a statement that the unit has been occupied.

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

153 5. If the contract is for the lease of a unit for a term of
154 5 years or more, include as an exhibit a copy of the proposed
155 lease.

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



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157 is subject to a lien for rent payable under a lease of a
158 recreational facility or other commonly used facility, contain
159 within the text the following statement in conspicuous type:
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161 THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS
162 SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF
163 COMMONLY USED FACILITIES. FAILURE TO PAY RENT MAY
164 RESULT IN FORECLOSURE OF THE LIEN.
165

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

169 8. If the contract is for the sale or transfer of a unit in
170 a condominium in which timeshare estates have been or may be
171 created, contain within the text in conspicuous type: "UNITS IN
172 THIS CONDOMINIUM ARE SUBJECT TO TIMESHARE ESTATES." The contract
173 for the sale of a fee interest in a timeshare estate shall also
174 contain, in conspicuous type, the following:
175

176 FOR THE PURPOSE OF AD VALOREM TAXES OR SPECIAL
177 ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A FEE
178 INTEREST IN A TIMESHARE ESTATE, THE MANAGING ENTITY IS
179 GENERALLY CONSIDERED THE TAXPAYER UNDER FLORIDA LAW.
180 YOU HAVE THE RIGHT TO CHALLENGE AN ASSESSMENT BY A
181 TAXING AUTHORITY RELATING TO YOUR TIMESHARE ESTATE
182 PURSUANT TO THE PROVISIONS OF CHAPTER 194, FLORIDA
183 STATUTES.
184

185 9. Contain within the text the following statement in



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186 conspicuous type:

187

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

192

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

197

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

203

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

208

209 FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM
210 "FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF
211 PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR
212 COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR
213 TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF
214 RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER



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

218
219 Section 4. Paragraph (a) of subsection (1) of section
220 719.503, Florida Statutes, is amended to read:

221 719.503 Disclosure prior to sale.—

222 (1) DEVELOPER DISCLOSURE.—

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

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



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

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

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

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

261 5. If the contract is for the lease of a unit for a term of
262 5 years or more, the contract shall include as an exhibit a copy
263 of the proposed lease.

264 6. If the contract is for the sale or lease of a unit that
265 is subject to a lien for rent payable under a lease of a
266 recreational facility or other common areas, the contract shall
267 contain within the text the following statement in conspicuous
268 type: THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS
269 SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF COMMON
270 AREAS. FAILURE TO PAY RENT MAY RESULT IN FORECLOSURE OF THE
271 LIEN.

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



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273 escrow agent required by s. 719.202 and shall state that the
274 purchaser may obtain a receipt for his or her deposit from the
275 escrow agent, upon request.

276 8. If the contract is for the sale or transfer of a unit in
277 a cooperative in which timeshare estates have been or may be
278 created, the following text in conspicuous type: UNITS IN THIS
279 COOPERATIVE ARE SUBJECT TO TIMESHARE ESTATES. The contract for
280 the sale of a timeshare estate must also contain, in conspicuous
281 type, the following: FOR THE PURPOSE OF AD VALOREM TAXES OR
282 SPECIAL ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A
283 TIMESHARE ESTATE, THE MANAGING ENTITY IS GENERALLY CONSIDERED
284 THE TAXPAYER UNDER FLORIDA LAW. YOU HAVE THE RIGHT TO CHALLENGE
285 AN ASSESSMENT BY A TAXING AUTHORITY RELATING TO YOUR TIMESHARE
286 ESTATE PURSUANT TO THE PROVISIONS OF CHAPTER 194, FLORIDA
287 STATUTES.

288
289 9. Contain within the text the following statement in
290 conspicuous type:

291
292 HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE
293 FOR DAMAGE RESULTING FROM FLOODING. BUYER IS
294 ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE
295 FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT.

296
297 DEVELOPER HAS HAS NO KNOWLEDGE OF ANY
298 FLOODING THAT HAS DAMAGED ANY PORTION OF THE PROPERTY
299 OR ANY STRUCTURE ON THE PROPERTY DURING DEVELOPER'S
300 OWNERSHIP OF THE PROPERTY.

301



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

307
308 DEVELOPER HAS HAS NOT RECEIVED ASSISTANCE
309 FOR FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS,
310 INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE
311 FEDERAL EMERGENCY MANAGEMENT AGENCY.

312
313 FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM
314 "FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF
315 PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR
316 COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR
317 TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF
318 RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER
319 SOURCE, SUCH AS A RIVER, STREAM, OR DRAINAGE DITCH; OR
320 SUSTAINED PERIODS OF STANDING WATER RESULTING FROM
321 RAINFALL.

322
323 Section 5. Subsection (6) is added to section 723.011,
324 Florida Statutes, to read:

325 723.011 Disclosure prior to rental of a mobile home lot;
326 prospectus, filing, approval.-

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



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

334
335 FLOOD DISCLOSURE

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

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

345 2. The park owner has has not filed a
346 claim with an insurance provider relating to flood
347 damage on the property, including, but not limited to,
348 a claim with the National Flood Insurance Program.

349 3. The park owner has has not received
350 assistance for flood damage to the property,
351 including, but not limited to, assistance from the
352 Federal Emergency Management Agency.

353 4. For the purposes of this disclosure, the term
354 "flooding" means a general or temporary condition of
355 partial or complete inundation of the property caused
356 by any of the following:

357 a. The overflow of inland or tidal waters.

358 b. The unusual and rapid accumulation of runoff
359 or surface waters from any established water source,



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

361 c. Sustained periods of standing water resulting
362 from rainfall.

363
364 (b) If a park owner violates this section and a lessee
365 suffers a substantial loss or damage to the lessee's mobile home
366 or personal property as a result of flooding, the lessee may
367 terminate the rental agreement by giving a written notice of
368 termination to the park owner no later than 30 days after the
369 date of the damage or loss. Termination of a rental agreement
370 under this section is effective upon the lessee surrendering
371 possession of the property. For the purpose of this paragraph,
372 the term "substantial loss or damage" means the total cost of
373 repairs to or replacement of the mobile home and personal
374 property is 50 percent or more of the mobile home and personal
375 property's market value on the date the flooding occurred.

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

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

384
385 Section 6. This act shall take effect October 1, 2025.

386
387 ===== T I T L E A M E N D M E N T =====

388 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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418 a developer of a residential condominium unit to
419 provide specified information to a prospective
420 purchaser at or before the time the sales contract is
421 executed; specifying how such information must be
422 disclosed; defining the term "flooding"; amending s.
423 723.011, F.S.; requiring a park owner of a mobile home
424 park to provide specified information to a prospective
425 lessee at or before the time the rental agreement is
426 executed; specifying how such information must be
427 disclosed; defining the term "flooding"; providing
428 that if a park owner fails to disclose flood
429 information truthfully and a lessee suffers
430 substantial loss or damage, the lessee may terminate
431 the rental agreement by giving a written notice of
432 termination to the park owner within a specified
433 timeframe; defining the term "substantial loss";
434 requiring a park owner to refund the lessee all
435 amounts paid in advance for any period after the
436 effective date of the termination of the rental
437 agreement; providing that a lessee is still liable for
438 any sum owed to the park owner before the termination
439 of the rental agreement; providing an effective date.