LEGISLATIVE ACTION Senate House

Comm: RCS 04/01/2025

The Committee on Rules (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

1 2 3

4

5

6

8

9

10



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

15 16

17

18 19

2.0

21

22

23

24

25

2.6

27

28

29

30

31 32

33

34 35

36

37

38

39

40

12

13 14

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 the dwelling unit during Landlord's ownership of the dwelling unit.
- 2. Landlord has has not filed a claim with an insurance provider relating to flood damage in the dwelling unit, 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 dwelling unit, 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 dwelling unit 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.

42 43

44

45

46

47

48 49

50

51

52

53

54

55

56

57

58

59

60

61

62 63

64 65

66

67

68 69

41

- (2) If a landlord violates this section and a tenant suffers a substantial loss or damage to the tenant's personal property as a result of flooding, the tenant may terminate the rental agreement by giving a written notice of termination to the landlord 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 tenant surrendering possession of the dwelling unit. For the purpose of this section, the term "substantial loss or damage" means the total cost of repairs to or replacement of the personal property is 50 percent or more of the personal property's market value on the date the flooding occurred.
- (3) A landlord shall refund the tenant 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.
- (4) This section does not affect a tenant's liability for delinquent, unpaid rent or other sums owed to the landlord before the date the rental agreement was terminated by the tenant under this section.

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

689.302 Disclosure of flood risks to prospective purchaser.—A seller must complete and provide a flood disclosure to a purchaser of residential real property at or before the time the sales contract is executed. The flood disclosure must



be made in the following form:

70 71

72

73

74

75

76

77

78

79

80

81 82

83

84

85

86

87 88

89 90

91

92

93 94

95

96

97

98

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 \square has no \square knowledge of any flooding that has damaged the property during Seller's ownership of the property.
- Seller has \square has not \square 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) $\frac{(2)}{(2)}$ Seller has \square has not \square received $\frac{\text{federal}}{(2)}$ assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
- (4) (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:
 - 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.



100

101

102

103

104

105 106

107

108

109

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:

127

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 REOUIRED. 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



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

135 136

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

138 139

140

141

142

143

144

137

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.

145 146

147

148

149 150

151

152

153

154

155

- 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 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:

159 160

161 162

157

158

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.

164 165

166

167

168

169

170

171

172 173

163

- 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:

174 175

176

177

178 179

180 181

182

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.

183

184

185

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



186	
187	HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE
188	FOR DAMAGE RESULTING FROM FLOODING. BUYER IS
189	ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE
190	FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT.
191	
192	DEVELOPER HAS HAS NO KNOWLEDGE OF ANY
193	FLOODING THAT HAS DAMAGED THE PROPERTY DURING
194	DEVELOPER'S OWNERSHIP OF THE PROPERTY.
195	
196	DEVELOPER HAS HAS NOT FILED A CLAIM WITH AN
197	INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE
198	PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT
199	LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE
200	PROGRAM.
201	
202	DEVELOPER HAS HAS NOT RECEIVED ASSISTANCE
203	FOR FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS,
204	INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE
205	FEDERAL EMERGENCY MANAGEMENT AGENCY.
206	
207	FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM
208	"FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF
209	PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR
210	COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR
211	TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF
212	RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER
213	SOURCE, SUCH AS A RIVER, STREAM, OR DRAINAGE DITCH; OR
214	SUSTAINED PERIODS OF STANDING WATER RESULTING FROM
l	



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
 - 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 REOUIRED. 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

238 239

240

241

242



244 COOPERATIVE ACT ARE ESTIMATES ONLY AND REPRESENT AN 245 APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND 246 CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION 247 OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH 248 ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN 249 COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE 250 OFFERING.

251 252

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

254 255

256

257

258

259

260

253

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.

261 262

263

264

265

266

2.67 268

269

270

271

- 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 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:

291 FOR THE PURPOSE OF AD VALOREM TAXES OR SPECIAL 292 ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A 293 TIMESHARE ESTATE, THE MANAGING ENTITY IS GENERALLY 294 CONSIDERED THE TAXPAYER UNDER FLORIDA LAW. YOU HAVE 295 THE RIGHT TO CHALLENGE AN ASSESSMENT BY A TAXING

AUTHORITY RELATING TO YOUR TIMESHARE ESTATE PURSUANT

TO THE PROVISIONS OF CHAPTER 194, FLORIDA STATUTES.

298 299 9. Contain within the text the following statement in

300 conspicuous type:

296 297

273

274

275

276 277

278

279

280

2.81 282

283

284

285

286

287

288 289



302	HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE
303	FOR DAMAGE RESULTING FROM FLOODING. BUYER IS
304	ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE
305	FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT.
306	
307	DEVELOPER HAS HAS NO KNOWLEDGE OF ANY
308	FLOODING THAT HAS DAMAGED THE PROPERTY DURING
309	DEVELOPER'S OWNERSHIP OF THE PROPERTY.
310	
311	DEVELOPER HAS HAS NOT FILED A CLAIM WITH AN
312	INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE
313	PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT
314	LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE
315	PROGRAM.
316	
317	DEVELOPER HAS HAS NOT RECEIVED ASSISTANCE
318	FOR FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS,
319	INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE
320	FEDERAL EMERGENCY MANAGEMENT AGENCY.
321	
322	FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM
323	"FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF
324	PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR
325	COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR
326	TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF
327	RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER
328	SOURCE, SUCH AS A RIVER, STREAM, OR DRAINAGE DITCH; OR
329	SUSTAINED PERIODS OF STANDING WATER RESULTING FROM
330	RAINFALL.



333

334

335

336

337

338

339

340

341

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 a mobile home lot. Delivery must be made prior to execution of the lot rental agreement or at the time of occupancy, whichever occurs first. The flood disclosure must be in a separate document. The flood disclosure must be made in substantially the following form:

342 343

344

345

346

347

348

349

350

351

352

353

354

355

356

357

358

359

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 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.

368

369

370 371

372

373

374

375

376

377

378

379

380

381

382

383 384

385

386

387



- 360 4. For the purposes of this disclosure, the term "flooding" means a general or temporary condition of 361 362 partial or complete inundation of the property caused 363 by any of the following: a. The overflow of inland or tidal waters. 364 365 b. The unusual and rapid accumulation of runoff 366
 - 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.
 - (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 when the requirements of s. 723.023(5) are met. 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.

392

395

396

397

398

399 400

401

402

403

404

405

406

407

408

409

410

411

412

413

414 415

416

417

389

390

391

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

394 And the title is amended as follows:

> Delete everything before the enacting clause and insert:

> > A bill to be entitled

An act relating to flood disclosures; creating s. 83.512, F.S.; requiring a landlord of residential real property to provide specified information to a prospective tenant 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 landlord fails to disclose flood information truthfully and a tenant suffers substantial loss or damage, the tenant may terminate the rental agreement by giving a written notice of termination to the landlord within a specified timeframe; defining the term "substantial loss"; requiring a landlord to refund the tenant all amounts paid in advance for any period after the effective date of the termination of the rental agreement; providing that a tenant is still liable for any sum owed to the landlord before the termination of the rental agreement; amending s. 689.302, F.S.; revising the flood information that must be disclosed to prospective purchasers of residential real property;

419

420

421

422

423

424

425

426

427

428

429

430

431

432

433

434

435

436

437

438

439

440

441 442

443 444

445

446



amending s. 718.503, F.S.; requiring 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. 719.503, F.S.; requiring 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; specifying when the termination of a rental agreement is deemed effective; 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.