

By the Committees on Rules; and Judiciary; and Senator Bradley

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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;  
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

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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.

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

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

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

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(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 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 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.

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88           b. The unusual and rapid accumulation of runoff  
89           or surface waters from any established water source,  
90           such as a river, stream, or drainage ditch.

91           c. Sustained periods of standing water resulting  
92           from rainfall.

93  
94           (2) If a landlord violates this section and a tenant  
95           suffers a substantial loss or damage to the tenant's personal  
96           property as a result of flooding, the tenant may terminate the  
97           rental agreement by giving a written notice of termination to  
98           the landlord no later than 30 days after the date of the damage  
99           or loss. Termination of a rental agreement under this section is  
100           effective upon the tenant surrendering possession of the  
101           dwelling unit. For the purpose of this section, the term  
102           "substantial loss or damage" means the total cost of repairs to  
103           or replacement of the personal property is 50 percent or more of  
104           the personal property's market value on the date the flooding  
105           occurred.

106           (3) A landlord shall refund the tenant all rent or other  
107           amounts paid in advance under the rental agreement for any  
108           period after the effective date of the termination of the rental  
109           agreement.

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

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

116           689.302 Disclosure of flood risks to prospective

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117 purchaser.—A seller must complete and provide a flood disclosure  
118 to a purchaser of residential real property at or before the  
119 time the sales contract is executed. The flood disclosure must  
120 be made in the following form:

121  
122 FLOOD DISCLOSURE

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

128 (1) Seller has ☐ has no ☐ knowledge of any  
129 flooding that has damaged the property during Seller's  
130 ownership of the property.

131 (2) Seller has ☐ has not ☐ filed a claim with an  
132 insurance provider relating to flood damage on the  
133 property, including, but not limited to, a claim with  
134 the National Flood Insurance Program.

135 (3)~~(2)~~ Seller has ☐ has not ☐ received ~~federal~~  
136 assistance for flood damage to the property,  
137 including, but not limited to, assistance from the  
138 Federal Emergency Management Agency.

139 (4)~~(3)~~ For the purposes of this disclosure, the  
140 term "flooding" means a general or temporary condition  
141 of partial or complete inundation of the property  
142 caused by any of the following:

143 (a) The overflow of inland or tidal waters.

144 (b) The unusual and rapid accumulation of runoff  
145 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.

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

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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  
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

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204 lease.

205 6. If the contract is for the sale or lease of a unit that  
206 is subject to a lien for rent payable under a lease of a  
207 recreational facility or other commonly used facility, contain  
208 within the text the following statement in conspicuous type:  
209

210 THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS  
211 SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF  
212 COMMONLY USED FACILITIES. FAILURE TO PAY RENT MAY  
213 RESULT IN FORECLOSURE OF THE LIEN.  
214

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

218 8. If the contract is for the sale or transfer of a unit in  
219 a condominium in which timeshare estates have been or may be  
220 created, contain within the text in conspicuous type: "UNITS IN  
221 THIS CONDOMINIUM ARE SUBJECT TO TIMESHARE ESTATES." The contract  
222 for the sale of a fee interest in a timeshare estate shall also  
223 contain, in conspicuous type, the following:  
224

225 FOR THE PURPOSE OF AD VALOREM TAXES OR SPECIAL  
226 ASSESSMENTS LEVIED BY TAXING AUTHORITIES AGAINST A FEE  
227 INTEREST IN A TIMESHARE ESTATE, THE MANAGING ENTITY IS  
228 GENERALLY CONSIDERED THE TAXPAYER UNDER FLORIDA LAW.  
229 YOU HAVE THE RIGHT TO CHALLENGE AN ASSESSMENT BY A  
230 TAXING AUTHORITY RELATING TO YOUR TIMESHARE ESTATE  
231 PURSUANT TO THE PROVISIONS OF CHAPTER 194, FLORIDA  
232 STATUTES.



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233  
234 9. Contain within the text the following statement in  
235 conspicuous type:

236  
237 HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE  
238 FOR DAMAGE RESULTING FROM FLOODING. BUYER IS  
239 ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE  
240 FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT.

241  
242 DEVELOPER HAS .... HAS NO .... KNOWLEDGE OF ANY  
243 FLOODING THAT HAS DAMAGED THE PROPERTY DURING  
244 DEVELOPER'S OWNERSHIP OF THE PROPERTY.

245  
246 DEVELOPER HAS .... HAS NOT .... FILED A CLAIM WITH AN  
247 INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE  
248 PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT  
249 LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE  
250 PROGRAM.

251  
252 DEVELOPER HAS .... HAS NOT .... RECEIVED ASSISTANCE  
253 FOR FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS,  
254 INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE  
255 FEDERAL EMERGENCY MANAGEMENT AGENCY.

256  
257 FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM  
258 "FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF  
259 PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR  
260 COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR  
261 TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF

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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 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

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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  
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

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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:

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.

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

351  
352       HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE  
353 FOR DAMAGE RESULTING FROM FLOODING. BUYER IS  
354 ENCOURAGED TO DISCUSS THE NEED TO PURCHASE SEPARATE  
355 FLOOD INSURANCE COVERAGE WITH BUYER'S INSURANCE AGENT.

356  
357       DEVELOPER HAS . . . . HAS NO . . . . KNOWLEDGE OF ANY  
358 FLOODING THAT HAS DAMAGED THE PROPERTY DURING  
359 DEVELOPER'S OWNERSHIP OF THE PROPERTY.

360  
361       DEVELOPER HAS . . . . HAS NOT . . . . FILED A CLAIM WITH AN  
362 INSURANCE PROVIDER RELATING TO FLOOD DAMAGE ON THE  
363 PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT  
364 LIMITED TO, A CLAIM WITH THE NATIONAL FLOOD INSURANCE  
365 PROGRAM.

366  
367       DEVELOPER HAS . . . . HAS NOT . . . . RECEIVED ASSISTANCE  
368 FOR FLOOD DAMAGE TO THE PROPERTY OR COMMON ELEMENTS,  
369 INCLUDING, BUT NOT LIMITED TO, ASSISTANCE FROM THE  
370 FEDERAL EMERGENCY MANAGEMENT AGENCY.

371  
372       FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM  
373 "FLOODING" MEANS A GENERAL OR TEMPORARY CONDITION OF  
374 PARTIAL OR COMPLETE INUNDATION OF THE PROPERTY OR  
375 COMMON ELEMENTS CAUSED BY THE OVERFLOW OF INLAND OR  
376 TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF  
377 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 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:

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 with 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

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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,  
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

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436 agreement.

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

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