

# FLORIDA HOUSE OF REPRESENTATIVES FINAL BILL ANALYSIS

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**BILL #:** [CS/CS/HB 637](#)

**TITLE:** Farm Equipment

**SPONSOR(S):** Griffiths

**COMPANION BILL:** [SB 386](#) (Trumbull)

**LINKED BILLS:** None

**RELATED BILLS:** None

**FINAL HOUSE FLOOR ACTION:** 112 Y's 0 N's

**GOVERNOR'S ACTION:** Pending

## SUMMARY

### Effect of the Bill:

The bill requires a manufacturer of farm equipment to make repairs to conform the equipment to applicable express warranty standards, or replace or refund such equipment, if the manufacturer or its authorized dealer fails to conform the farm equipment after a reasonable number of attempts, if a consumer reports the defective or non-conforming farm equipment to the manufacturer within one year of the original delivery date or within the warranty period. The bill provides affirmative defenses and allows consumers to bring civil actions for enforcement.

### Fiscal or Economic Impact:

The bill may have a positive fiscal impact on owners of nonconforming farm equipment who may be able to get the equipment fixed or replaced. The bill may have a negative fiscal impact on farm equipment manufacturers that may need to fix or replace more farm equipment.

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## ANALYSIS

### **EFFECT OF THE BILL:**

CS/CS/HB 637 passed as [SB 386](#).

The bill amends [s. 604.04, F.S.](#), [farm equipment](#), to create Florida's [farm equipment lemon law](#). (Section 1)

The bill provides that if farm equipment is defective and does not conform to all applicable express written warranties, the consumer may report the defect to the manufacturer or its authorized service agent during the manufacturer's warranty period or during the 1-year period following the original delivery date of the farm equipment to the consumer to allow the manufacturer or its authorized agent the opportunity to conform the farm equipment to the warranty. Upon receipt of such report, the manufacturer or its authorized agent must make such repairs as are necessary to conform the equipment to the warranty. Such repairs must be at no cost to the consumer. (Section 1)

The bill requires the manufacturer or its authorized agent to replace the farm equipment with comparable farm equipment, or accept the return of the defective farm equipment from the consumer and refund the consumer the cash purchase price, including sales tax, license fees, registration fees, and any similar governmental charges if the manufacturer or its authorized dealer is not able to or otherwise fails to conform the farm equipment to any applicable express written warranty after a reasonable number of attempts. (Section 1)

The bill provides a presumption that the manufacturer has made a reasonable number of attempts to conform the farm equipment to the applicable express warranties if the same nonconformity has been the subject of repair three or more times by the manufacturer or its authorized agent but the nonconformity continues to exist. This presumption applies to a manufacturer only if the manufacturer or its authorized agent has received prior direct written notification from or on behalf of the consumer and been offered an opportunity to cure the alleged defect. (Section 1)

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The bill provides an affirmative defense for the manufacturer for any claim brought under [ch. 604, F.S.](#), if:

- An alleged nonconformity does not substantially impair the farm equipment's use and market value; or
- A nonconformity is the result of abuse or neglect, or of modifications or alterations of the farm equipment not authorized by the manufacturer.

The bill provides that ch. 604, F.S., may not be construed to limit or impair the rights or remedies which are otherwise available to a consumer under [ch. 681, F.S.](#) The bill authorizes any consumer who suffers a loss by reason of a violation of ch. 604, F.S., to bring a civil action to enforce such provision. (Section 1)

The bill defines “farm equipment” as all power-drawn, power-driven, or self-propelled equipment used on a farm or used to transport farm products. (Section 1)

Subject to the Governor’s veto powers, the effective date of this bill is July 1, 2026. (Section 2)

#### **FISCAL OR ECONOMIC IMPACT:**

##### **PRIVATE SECTOR:**

The bill may have a positive fiscal impact on owners of nonconforming farm equipment who may be able to get the equipment fixed or replaced. The bill may have a negative fiscal impact on farm equipment manufacturers that may need to fix or replace more farm equipment.

### **RELEVANT INFORMATION**

#### **SUBJECT OVERVIEW:**

##### [General Agricultural Laws](#)

Chapter 604, F.S., addresses general agricultural laws, including surveys,<sup>1</sup> limited agriculture associations,<sup>2</sup> and dealers in agricultural products.<sup>3</sup>

##### [Farm Equipment](#)

Section [604.40, F.S.](#), provides that, notwithstanding any other law, ordinance, rule, or policy to the contrary, all power-drawn, power-driven, or self-propelled equipment used on a farm or used to transport farm products may be stored, maintained, or repaired by the owner within the boundaries of the owner’s farm and at least 50 feet away from any public road without limitation. However, this provision does not apply to farm equipment that is used in urban agriculture, which is any new or existing noncommercial agricultural uses on land that is:<sup>4</sup>

- Within a dense urban land area,
- Not classified as agricultural,
- Not zoned as agricultural as its principal use, and
- Designated by a municipality for inclusion in an approved urban agricultural pilot project.

<sup>1</sup> This is a program undertaken by state and local officials to survey and map the soils of Florida. [S. 604.01, F.S.](#)

<sup>2</sup> Any three or more persons engaged in agricultural pursuits may form a limited agricultural association to encourage efficient and progressive agriculture and to enable the farmers of Florida to enjoy the manifold benefits of joint and collective effort without personal liability and the expense and technical involvements of corporate structure. [Ss. 604.09](#) and [604.10, F.S.](#)

<sup>3</sup> A “dealer in agricultural products” is any person, partnership, corporation, or other business entity in the business of purchasing, receiving, or soliciting agricultural products from the producer or the producer’s agent or representative for resale or processing for sale; acting as an agent for such producer in the sale of agricultural products for the account of the producer on a net return basis; or acting as a negotiating broker between the producer or the producer’s agent or representative and the buyer. [S. 604.15, F.S.](#)

<sup>4</sup> The term does not include vegetable gardens for personal consumption on residential properties. [S. 604.73, F.S.](#)

## Farm Equipment Lemon Laws

Farm equipment is not generally covered under federal consumer warranty law, the Magnuson-Moss Warranty Act,<sup>5</sup> which only covers warranties for products normally used for personal, family, or household purposes.<sup>6</sup>

Due to consumer complaints, some states have passed specific “lemon laws” for farm equipment. Under these laws, an owner of farm equipment has a legal remedy when the farm equipment has a nonconformity from the warranty which has not been repaired within a reasonable number of attempts. The basic structure of a farm equipment lemon law is similar to a motor vehicle lemon law, which mandates re-purchase or replacement of the product if it has a nonconformity that has not been repaired within a reasonable number of attempts. Some states provide a presumption of the reasonable number of attempts to repair, or they limit the repair attempts to a specific number of days out of service. Additionally, some farm equipment lemon laws require a consumer to give the manufacturer notice to make a final repair attempt before the consumer may seek legal relief.<sup>7</sup>

### Motor Vehicle Warranty Enforcement Act

Chapter 681, F.S., the Motor Vehicle Warranty Enforcement Act,<sup>8</sup> or “lemon law,” provides remedies for consumers who purchase or lease new motor vehicles with a defect or condition not conforming to the express warranty<sup>9</sup> that substantially impairs the use, value, or safety of a motor vehicle<sup>10</sup> that has not been corrected within a reasonable number of attempts<sup>11</sup> by the manufacturer.<sup>12</sup>

A manufacturer of a motor vehicle notified of a defect in the vehicle by the consumer within 24 months<sup>13</sup> of the delivery of the vehicle to the consumer must make repairs to the vehicle so that it conforms to the warranty on the vehicle.<sup>14</sup> After three attempts to repair the vehicle, the consumer must provide written notice to the manufacturer by certified or express mail allowing the manufacturer one final chance to repair the vehicle.<sup>15</sup>

If the manufacturer cannot repair the vehicle to conform to the warranty after this final attempt, the manufacturer, within 40 days, must either repurchase the vehicle and refund the full purchase price to the consumer, less a

<sup>5</sup> 15 U.S.C. §2301.

<sup>6</sup> Richard Stuhlberg and Adele Karoum, *Is That Tractor Really a Lemon? A Look at State Legislation*, Ag Innovator, 2019, <https://www.farmequip.org/agi/2019-summer/is-that-tractor-really-a-lemon/> (last visited Mar. 13, 2026).

<sup>7</sup> *Id.*

<sup>8</sup> [S. 681.10, F.S.](#)

<sup>9</sup> See [s. 681.104, F.S.](#)

<sup>10</sup> This does not include a defect or condition that results from an accident, abuse, neglect, modification, or alteration of the motor vehicle by persons other than the manufacturer or its authorized service agent. [S. 681.102, F.S.](#)

<sup>11</sup> See *id.* Section [681.104, F.S.](#), provides that a “reasonable” number of attempts is three or more unsuccessful attempts for the same nonconformity, as well as allowing the manufacturer one final attempt after receiving written notification from the consumer by registered or express mail.

<sup>12</sup> [Section 681.102\(13\), F.S.](#), defines “manufacturer” as any person, whether a resident or nonresident of Florida, who manufactures or assembles motor vehicles, or who manufactures or assembles chassis for recreational vehicles, or who manufactures or installs on previously assembled truck or recreational vehicle chassis special bodies or equipment which, when installed, forms an integral part of the motor vehicle, or a “distributor” or an “importer” as those terms are defined in [s. 320.60, F.S.](#) A “dealer” as defined in [s. 320.60, F.S.](#) may not be deemed to be a manufacturer, a distributor, or an importer.

<sup>13</sup> This is called the “lemon law rights period.” See [s. 681.102\(9\), F.S.](#)

<sup>14</sup> [S. 681.103\(1\), F.S.](#)

<sup>15</sup> [S. 681.104\(1\), F.S.](#)

reasonable offset for use,<sup>16</sup> or if the consumer pays a reasonable offset for use, replace the vehicle with a vehicle acceptable to the consumer.<sup>17</sup>

A violation by a manufacturer of the “lemon law” is considered an unfair or deceptive trade practice.<sup>18</sup> Additionally, a consumer may file an action to recover damages caused by a violation of the “lemon law,” and the court must award a consumer who prevails in such action the amount of any pecuniary loss, litigation costs, reasonable attorney’s fees, and appropriate equitable relief.<sup>19</sup>

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<sup>16</sup> “Reasonable offset for use” means the number of miles attributable to a consumer up to the date of a settlement agreement or arbitration hearing, whichever occurs first, multiplied by the base selling or sale price of the vehicle as reflected on the purchase invoice, exclusive of taxes, government fees, and dealer fees, or in the case of a lease, the agreed upon value as reflected in the lease agreement and divided by 120,000, except in the case of a recreational vehicle, in which event it shall be divided by 60,000. S. [681.102\(19\), F.S.](#)

<sup>17</sup> If a manufacturer establishes a procedure that the Department of Legal Affairs (DLA) certifies as complying with the informal dispute settlement procedures in the Code of Federal Regulations and informs the consumer about how to file a claim, the consumer must follow that procedure before he or she may either receive a refund or a replacement vehicle. Ss. [681.104\(2\)\(a\)](#) and [681.108\(1\), F.S.](#) See 16 C.F.R. part 703.

<sup>18</sup> S. [681.111, F.S.](#)

<sup>19</sup> S. [681.112\(1\), F.S.](#) An action must be commenced within 1 year after the expiration of the lemon law rights period.