

1 A bill to be entitled
 2 An act relating to farm equipment; amending s. 604.40,
 3 F.S.; defining the terms "consumer" and "farm
 4 equipment"; authorizing a consumer to report farm
 5 equipment that is defective and does not conform to
 6 specified warranties to the manufacturer or its
 7 authorized service agent during a specified timeframe
 8 to allow the manufacturer or its authorized agent to
 9 conform such farm equipment to such warranty;
 10 requiring the manufacturer or its authorized agent to
 11 make repairs to conform the farm equipment to the
 12 warranty upon receipt of such report; requiring that
 13 such repairs be at no cost to the consumer; requiring
 14 the manufacturer or its authorized agent to replace or
 15 accept the return of the defective farm equipment
 16 under certain circumstances; providing a presumption;
 17 authorizing an extension of the allowable repair
 18 period under certain conditions; providing affirmative
 19 defenses; providing civil remedies; providing
 20 applicability; providing an effective date.

21
 22 Be It Enacted by the Legislature of the State of Florida:

23
 24 **Section 1. Section 604.40, Florida Statutes, is amended to**
 25 **read:**

26 604.40 Farm equipment; protection against defective farm
 27 equipment.—

28 (1) As used in this section, the term:

29 (a) "Consumer" means a purchaser or lessee of farm
 30 equipment, other than for purposes of resale, or a person
 31 entitled to enforce the obligations of the warranty during the
 32 duration of the farm equipment warranty period.

33 (b) "Farm equipment" means all power-drawn, power-driven,
 34 or self-propelled equipment primarily designed for use on a farm
 35 or primarily designed to transport farm products.

36 (2) Notwithstanding any other law, ordinance, rule, or
 37 policy to the contrary, farm equipment ~~all power drawn, power-~~
 38 ~~driven, or self-propelled equipment used on a farm or used to~~
 39 ~~transport farm products~~ may be stored, maintained, or repaired
 40 by the owner within the boundaries of the owner's farm and at
 41 least 50 feet away from any public road without limitation.

42 ~~(2)~~ This subsection ~~section~~ does not apply to farm
 43 equipment ~~that is~~ used in urban agriculture, as defined in s.
 44 604.73(3).

45 (3) (a) If farm equipment is defective and does not conform
 46 to all applicable express written warranties, the consumer may
 47 report the defect in writing to the manufacturer or its
 48 authorized service agent during the manufacturer's warranty
 49 period or during the 1-year period following the original
 50 delivery date of the farm equipment to the consumer to allow the

51 manufacturer or its authorized agent the opportunity to conform
52 the farm equipment to the warranty. Upon receipt of such report,
53 the manufacturer or its authorized agent shall make such repairs
54 as are necessary to conform the equipment to the warranty. Such
55 repairs shall be at no cost to the consumer.

56 (b) The manufacturer or its authorized agent shall replace
57 the farm equipment with comparable farm equipment, or accept the
58 return of the defective farm equipment from the consumer and
59 refund the consumer and the lienholder or holder of a security
60 interest, if any, the cash purchase price, including sales tax,
61 license fees, registration fees, and any similar governmental
62 charges less a reasonable offset for prior use and depreciation
63 of the farm equipment, if the manufacturer or its authorized
64 dealer is not able to or otherwise fails to conform the farm
65 equipment to any applicable express written warranty after a
66 reasonable number of attempts.

67 (c) It is presumed that the manufacturer has made a
68 reasonable number of attempts to conform the farm equipment to
69 the applicable express warranties if the same nonconformity has
70 been the subject of repair three or more times by the
71 manufacturer or its authorized agent but the nonconformity
72 continues to exist. All reasonable attempts to conform the farm
73 equipment to the manufacturer's warranty must be made within 18
74 months after the consumer reports the defect to the manufacturer
75 in accordance with paragraph (a).

76 (d) In no event shall the presumption provided in
77 paragraph (c) apply to a manufacturer unless the manufacturer or
78 its authorized agent has received prior direct written
79 notification from or on behalf of the consumer and been offered
80 an opportunity to cure the alleged defect.

81 (e) The allowable repair period shall be extended by any
82 period of time during which repair services are not available to
83 the consumer because of war, invasion, strike, fire, flood, or
84 natural disaster.

85 (f) It is an affirmative defense to any claim under this
86 subsection that:

87 1. An alleged nonconformity does not substantially impair
88 the farm equipment's use and market value; or

89 2. A nonconformity is the result of abuse or neglect, or
90 of modifications to or alterations of the farm equipment not
91 authorized by the manufacturer.

92 (g) Any consumer who suffers a loss by reason of a
93 violation of this subsection may bring a civil action to enforce
94 such provision.

95 (h) This subsection applies to farm equipment sold on or
96 after July 1, 2026.

97 **Section 2.** This act shall take effect July 1, 2026.