

1 A bill to be entitled
2 An act relating to design professional contracts;
3 amending s. 725.08, F.S.; making editorial changes;
4 creating s. 725.09, F.S.; providing definitions;
5 providing that certain professional services contracts
6 entered into with design professionals on or after a
7 specified date are void and unenforceable; providing
8 applicability; requiring a specified standard of care
9 in professional services contracts entered into with
10 design professionals; providing applicability;
11 providing construction; providing an effective date.

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

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15 **Section 1. Subsection (5) of section 725.08, Florida**
16 **Statutes, is amended to read:**

17 725.08 Design professional contracts entered into with
18 public agencies; limitation in indemnification.—

19 (5) This section does not affect contracts or agreements
20 entered into before May 25, 2000 ~~the effective date of this~~
21 ~~section.~~

22 **Section 2. Section 725.09, Florida Statutes, is created to**
23 **read:**

24 725.09 Design professional contracts; limitation in
25 indemnification; standard of care.—

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

27 (a) "Design professional" means a person, as defined in s.
28 1.01, who is licensed in this state under chapter 481 as an
29 architect or landscape architect, under chapter 472 as a
30 surveyor, under chapter 471 as an engineer, or a geologist or
31 who is a registered interior designer, as defined in s. 481.203.

32 (b) "Professional services contract" means a written or
33 oral agreement relating to the planning, design, construction,
34 administration, study, evaluation, consulting, or other
35 professional and technical support services furnished in
36 connection with any actual or proposed construction,
37 improvement, alteration, repair, maintenance, operation,
38 management, relocation, demolition, excavation, or other
39 facility, land, air, water, or utility development or
40 improvement.

41 (2) Notwithstanding ss. 725.06 and 725.08, a professional
42 services contract entered into with a design professional on or
43 after July 1, 2026, is void and unenforceable if it:

44 (a) Requires the design professional to indemnify and hold
45 harmless a contracting party, an indemnitee, or a third party
46 from liability for damage other than liability for damage to the
47 extent caused by, or in proportion to the extent the design
48 professional participates in resolution of a claim based on
49 negligence, recklessness, intentional tort, intellectual
50 property infringement, or failure to pay a sub-consultant or

51 supplier that is committed by the design professional or the
52 design professional's agent, consultant under contract, or other
53 entity for which the design professional is legally liable.

54 (b) Requires the design professional to defend a
55 contracting party, an indemnitee, or a third party against a
56 claim arising out of the rendering of or failure to render
57 professional services by the design professional or its agents
58 that is not otherwise covered by the design professional's
59 policy of professional liability insurance.

60 (c) Requires the design professional to list a party or
61 any other person or entity as an additional insured on the
62 design professional's policy of professional liability
63 insurance.

64 (d) Subjects the design professional to a standard of care
65 that differs from that provided under subsection (4).

66 (3) This section does not apply to the following
67 provisions in a professional services contract entered into with
68 a design professional on or after July 1, 2026:

69 (a) A requirement that the design professional list an
70 additional insured on the design professional's general
71 liability insurance policy, automobile liability insurance
72 policy, or both, and provide coverage and any defense provided
73 by those policies.

74 (b) A provision for the reimbursement of a contracting
75 party's or an indemnitee's reasonable attorney fees, damages,

76 losses, injuries, or other litigation costs in proportion to the
77 design professional's liability, or in proportion to the extent
78 the design professional participates in resolution of a claim
79 also made against the contracting party or indemnitee.

80 (c) A provision or requirement not otherwise in conflict
81 with subsection (2).

82 (4)(a) A professional services contract entered into with
83 a design professional shall require the design professional to
84 perform the services with the professional skill and care
85 ordinarily provided by a competent design professional
86 practicing under the same or similar circumstances and
87 professional licenses as expeditiously as is prudent considering
88 the ordinary professional skill and care of a competent design
89 professional.

90 (b) If a standard of care provision in a contract differs
91 from the skill and care required under paragraph (a), the
92 standard of care provided in paragraph (a) applies.

93 (5) This section does not prohibit parties to a
94 professional services contract from including and enforcing
95 conditions that relate to the scope, fees, and schedule of a
96 project that is subject to the contract, provided the conditions
97 are subject to the standard of care requirements in subsection
98 (4).

99 (6) To the extent not otherwise prohibited by law, this
100 section does not make a public agency responsible for, or to

101 authorize a design professional to include in a contract, any
102 provision making the public agency responsible for the design
103 professional's proportionate liability for negligence in
104 rendering professional services or liability arising out of the
105 design professional's nonprofessional actions in connection with
106 its performance for or on behalf of the public agency.

107 (7) This section does not affect the validity of any
108 existing insurance contract, workers' compensation, or any
109 agreement or coverage document issued by an insurer.

110 (8) Any provision of law to the contrary notwithstanding,
111 this section may not be interpreted to alter or affect state
112 joint and several liability law or workers' compensation law.

113 (9) This section does not affect contracts or agreements
114 entered into before July 1, 2026.

115 **Section 3.** This act shall take effect July 1, 2026.