



Business & Professions Subcommittee

**Wednesday, October 21, 2015
9:00 AM
12 HOB**

MEETING PACKET

**Steve Crisafulli
Speaker**

**Halsey Beshears
Chair**

Committee Meeting Notice

HOUSE OF REPRESENTATIVES

Business & Professions Subcommittee

Start Date and Time: Wednesday, October 21, 2015 09:00 am
End Date and Time: Wednesday, October 21, 2015 11:00 am
Location: 12 HOB
Duration: 2.00 hrs

Consideration of the following bill(s):

HB 265 Household Moving Services by Goodson
HB 285 Natural Gas Rebate Program by Ray

Pursuant to rule 7.12, the filing deadline for amendments to bills on the agenda by a member who is not a member of the committee or subcommittee considering the bill is 6:00 p.m., Tuesday, October 20, 2015.

By request of the Chair, all Business & Professions Subcommittee members are asked to have amendments to bills on the agenda submitted to staff by 6:00 p.m., Tuesday, October 20, 2015.

NOTICE FINALIZED on 10/14/2015 4:02PM by Ellinor.Martha



The Florida House of Representatives

Regulatory Affairs Committee

Business & Professions Subcommittee

Steve Crisafulli
Speaker

Halsey Beshears
Chair

AGENDA

October 21, 2015
12 House Office Building
9:00 AM – 11:00 AM

- I. **Call to Order & Roll Call**
- II. HB 265 by *Rep. Goodson*
Household Moving Services
- III. HB 285 by *Rep. Ray*
Natural Gas Rebate Program
- IV. **Adjournment**

HOUSE OF REPRESENTATIVES STAFF ANALYSIS

BILL #: HB 265 Household Moving Services

SPONSOR(S): Goodson

TIED BILLS: IDEN./SIM. BILLS: SB 302

REFERENCE	ACTION	ANALYST	STAFF DIRECTOR or BUDGET/POLICY CHIEF
1) Business & Professions Subcommittee		Anstead <i>Ja</i>	Anstead <i>Ja</i>
2) Agriculture & Natural Resources Appropriations Subcommittee			
3) Regulatory Affairs Committee			

SUMMARY ANALYSIS

Chapter 507, F.S., requires any person engaged in intrastate household moving services to register with the Florida Department of Agriculture and Consumer Services (DACs). Household moving services include the loading, unloading, transportation or shipment, and affiliated storage of household goods.

The bill makes the following changes to chapter 507, F.S.:

- Provides definitions for "additional services," "binding estimate," "impracticable operations," and "personal laborer," and revises the definition of "mover," clarifying that a mover does not include a personal laborer;
- Provides additional crimes that may be used by DACs to deny, refuse to renew, or revoke the registration of a mover convicted of such crimes;
- Provides that a mover must offer indemnification for the full replacement value of household goods;
- Requires a mover to conduct a physical survey of the household goods and provide a binding estimate to a prospective shipper unless the survey is waived by the shipper;
- Requires a mover to provide a binding estimate to the shipper, prior to executing a contract for service, which details the total charges for moving the household goods, unless waived by the shipper;
- Requires DACs to prepare a publication of rights, responsibilities, and remedies for movers and shippers under the chapter and requires a mover to provide a prospective shipper with a copy of the publication with the binding estimate;
- Requires a mover to relinquish household goods on the agreed upon delivery date;
- Provides that DACs can immediately suspend a registration or the processing of an application for registration if the registrant or applicant is formally charged with certain crimes; and
- Provides rule-making authority to DACs.

The bill has no fiscal impact on state and local governments. The bill may have a fiscal impact on the private sector based on the requirement that movers only charge the amount indicated in the binding estimate.

The bill provides an effective date of July 1, 2016.

FULL ANALYSIS

I. SUBSTANTIVE ANALYSIS

A. EFFECT OF PROPOSED CHANGES:

Present Situation

Chapter 507, F.S., requires any person engaged in intrastate household moving services to register with the Florida Department of Agriculture and Consumer Services (DACCS). The chapter establishes laws pertaining to the loading, unloading, transportation or shipment, and affiliated storage of household goods by movers and applies to the operations of any mover or moving broker engaged in the intrastate transportation or shipment of household goods but does not apply to shipments contracted by the U.S., the state, or any local government or political subdivision of the state. Legislative intent provides that "the chapter is intended to secure the satisfaction and confidence of shippers and members of the public when using a mover."¹

Definitions

"Household goods" or "goods" mean personal effects or other personal property commonly found in a home, including, but not limited to, household furniture. The term does not include freight or personal property moving to or from a factory, store, or other place of business.

"Household move" or "move" means the loading of household goods into a vehicle, moving container, or other mode of transportation or shipment; the transportation or shipment of those household goods; and the unloading of those household goods, when the transportation or shipment originates and terminates at one of the following ultimate locations, regardless of whether the mover temporarily stores the goods while en route between the originating and terminating locations:

- From one dwelling to another dwelling;
- From a dwelling to a storehouse or warehouse that is owned or rented by the shipper or the shipper's agent; or
- From a storehouse or warehouse that is owned or rented by the shipper or the shipper's agent to a dwelling.

"Mover" means a person who, for compensation, engages in the loading, unloading, transportation or shipment of household goods as part of a household move. The term does not include a postal, courier, envelope, or package service that does not advertise itself as a mover or moving service.

"Moving broker" or "broker" means a person who, for compensation, arranges for another person to load, unload, transport or ship household goods as part of a household move or who, for compensation, refers a shipper to a mover.

"Shipper" means a person who uses the services of a mover to transport or ship household goods as part of a household move.

Registration

Section 507.03, F.S., requires movers and moving brokers engaged in intrastate moving to register with DACCS. The registration and renewal fee is \$600 per two-year registration period.² There are approximately 1,018 movers and 13 moving brokers in the state.³

¹ s. 507.02, F.S.

² s. 507.03, F.S.

³ Email from Jonathan Rees, Deputy Director of Legislative Affairs, Department of Agriculture and Consumer Services, Fwd: Household Moving Services (Oct. 19, 2015).

DACS may deny, refuse to renew, or revoke the registration of any mover or moving broker based upon a mover, or an officer or director of a mover, being convicted of, or having a charge pending for, a crime involving fraud, dishonest dealing, or any other act of moral turpitude.

Liability Insurance

A certificate of liability insurance coverage must be provided by the mover showing proof of proper coverage, issued by a company authorized to transact business in this state. DACS shall be named as a certificate holder and must be notified at least 10 days before cancellation of insurance coverage.⁴

The insurance coverage must at a minimum include:

- Liability insurance coverage for the loss or damage of household goods as a result of the negligence of the mover in an amount of not less than \$10,000 per shipment.
 - In lieu of the required liability insurance coverage, a mover operating two or fewer trucks is authorized, and a moving broker is required, to file a performance bond or certificate of deposit in the amount of \$25,000 with DACS designating DACS as the sole beneficiary.⁵
- Motor vehicle coverage, including bodily injury and property damage liability coverage in the following minimum amounts:
 - \$50,000 per occurrence for a commercial motor vehicle with a gross weight of less than 35,000 pounds;
 - \$100,000 per occurrence for a commercial motor vehicle with a gross weight of more than 35,000 pounds, but less than 44,000 pounds; and
 - \$300,000 per occurrence for a commercial motor vehicle with a gross weight of 44,000 pounds or more.⁶

A mover may not limit their liability for the loss or damage of household goods to a valuation rate that is less than 60 cents per pound per article. If a mover attempts to limit their liability to a greater extent, such provision is void. If a mover limits its liability for a shipper's goods, the mover must disclose the limitation, including the valuation rate, to the shipper in writing at the time that the estimate and contract for services are executed and before any moving or accessorial services are provided. The disclosure must also inform the shipper of the opportunity to purchase valuation coverage if the mover offers that coverage.⁷

Estimates and Contracts Requirements

Before providing any moving or accessorial services, a contract and estimate must be provided to a prospective shipper in writing, signed and dated by the shipper and the mover, which includes the following information:

- The name, telephone number, and physical address where the mover's employees are available during normal business hours.
- The date the contract or estimate is prepared and any proposed date of the move.
- The name and address of the shipper, the addresses where the articles are to be picked up and delivered, and a telephone number where the shipper may be reached.
- The name, telephone number, and physical address of any location where the goods will be held pending further transportation, including situations where the mover retains possession of goods pending resolution of a fee dispute with the shipper.

⁴ s. 507.04, F.S.

⁵ s. 507.04(1), F.S.

⁶ s. 507.04(2), F.S.

⁷ s. 507.04(4) and (5), F.S.

- An itemized breakdown and description and total of all costs and services for loading, transportation or shipment, unloading, and accessorial services to be provided during a household move or storage of household goods.
- Acceptable forms of payment. A mover shall accept a minimum of two of the three following forms of payment: cash, cashier's check, money order, or traveler's check; a valid personal check, showing upon its face the name and address of the shipper or authorized representative; or a valid credit card, which shall include, but not be limited to, Visa or MasterCard.⁸

Administrative Remedies

DACS may pursue registered movers for violations of the chapter by issuing notices of noncompliance; imposing an administrative fine; directing a mover or related person or business to cease and desist specified activities; revoking or suspending a registration; placing a registrant on probation; or refusing to register an applicant.

Effects of Proposed Changes

The bill amends s. 507.02, F.S., to expand the legislative intent for the chapter to provide for "consistency and transparency in moving practices" in addition to securing the satisfaction and confidence of shippers and members of the public when using a mover.

Definitions

"Additional services" means any additional transportation of household goods that is performed by a mover not specifically included in a binding estimate or contract resulting in a charge to the shipper.

"Binding estimate" means a written total cost of a move including the loading, unloading and transportation of household goods and any accessorial services⁹ for which the shipper must pay the mover.

"Impracticable operations" means operations of the mover which are necessary to complete the move due to substantial and unforeseen conditions arising after execution of a contract for household services. Such conditions must make it impractical for a mover to perform pickup or delivery services for a household move as originally provided in the contract for service.

"Personal laborer" means an individual hired directly by the shipper to assist in the loading or unloading of the shipper's own household goods. The term does not include any individual who has contracted with or is compensated by a third party or whose services are brokered as part of a household move.

The definition of "mover" is clarified to reflect that a personal laborer is not a mover.

Registration

The bill amends s. 507.03, F.S., to include theft, larceny, embezzlement, fraudulent conversion or misappropriation of property or "a crime arising from conduct during a household move," to the list of crimes that may be used by DACS to deny, refuse to renew, or revoke a movers' registration.

Liability Insurance

"Liability Insurance" is retitled "cargo liability insurance." Consequences for failing to maintain insurance coverage are moved from s. 507.04(1), F.S., to s. 507.04(3), F.S. This change does not remove the

⁸ s. 507.05, F.S.

⁹ "Accessorial services" means any service performed by a mover which results in a charge to the shipper and is incidental to the transportation or shipment of household goods, ... " s. 507.01(1), F.S. (2015).

insurance requirement; it expands it by moving it to a section that refers to both cargo liability insurance and motor vehicle insurance requirements.

Indemnification

The bill amends s. 507.04 (4), F.S., renaming "Liability limitations; valuation rates" to "Indemnification." Provisions related to prohibiting the limitation of liability based on valuation rates less than 60 cents per pound are removed and replaced with a requirement that movers indemnify shippers for the full replacement value of household goods that are lost or damaged by the mover during a household move. The shipper may waive the indemnification, if the waiver is in writing and signed by the shipper. The mover must disclose the terms of this indemnification, including any deductibles, to the shipper in writing within the binding estimate, "again when the contract for services is executed" and before any moving services are provided.

Estimates and Contract Requirements

The bill amends s. 507.05, F.S., to require the mover to perform a physical survey of the goods to be moved and to provide an accurate binding estimate of the moving cost to the shipper. A physical survey may be waived by the shipper; however, the waiver must be in writing, signed by the shipper, and retained by the mover as an addendum to the contract.

Prior to providing any household move or accessorial services, a mover must provide a written contract for service to the shipper, which the shipper must sign and date. The contract must include the total charges owed by the shipper based on the binding estimate and the terms and conditions for their payment.

Before executing a contract for service, and at least 48 hours before the scheduled time and date of a household move, a mover must provide a binding estimate of the total charges including, but not limited to, the loading, transportation or shipment, and unloading of household goods and accessorial services which must be signed by the shipper and mover.

The shipper may waive the binding estimate if done at least 48 hours before the household goods are loaded and only if such waiver is in writing and signed by the shipper. The waiver of the binding estimate is required to have specific language, provided by DACS, that indicates the specific rights the shipper may be losing by waiving the binding estimate. The shipper may also waive the 48-hour period if the move begins within 48 hours after the shipper's initial contact with the mover.

Movers can amend the binding estimates preceding the scheduled loading of goods if the shipper has requested additional services not included in the binding estimate "or upon mutual agreement of the mover and the shipper." If a mover begins loading without executing a new binding estimate, the mover reaffirms the original binding estimate.

However, an addendum to the binding estimate may be made in writing for additional household goods or additional services that are not specifically included in the binding estimate, if the mover allows the shipper at least one hour to determine whether to execute the addendum. If the shipper refuses to execute the addendum, the mover may refuse to ship the additional goods or perform the additional services requested.

If impracticable operations occur due to substantial and unforeseen conditions that arise after the execution of the contract for household services, the mover must advise the shipper in advance of performance and allow the shipper at least one hour to determine whether to authorize the additional services necessary. If the shipper agrees to the additional fees in the addendum, the mover must execute a written addendum to the contract that is signed by the shipper and the additional fees must be billed within 15 days after the date of delivery. If the shipper does not agree, the mover may perform

and then bill for those additional services. It is the mover's burden to show that the impracticable operations were necessary to properly perform the move.

All binding estimates and addendums to the binding estimate shall be retained by the mover for one year as an attachment to the contract for service.

Consumer Information

The bill creates s. 507.054, F.S., requiring DACS to prepare a publication that includes a summary of rights, responsibilities, and remedies available to movers and shippers, which must state that the mover's failure to relinquish household goods constitutes a third degree felony, and that violation of ch. 507, F.S., in certain circumstances constitutes a violation of the Florida Deceptive and Unfair Trade Practices Act. The publication must also include a notice to the shipper about the potential risks of shipping sentimental or family heirloom items.

Prior to executing the contract, the mover must provide the shipper with the publication and a "concise, easy-to-read, and accurate binding estimate." The shipper is required to acknowledge, in writing or electronically, receipt of the publication.

The bill amends s. 507.06, F.S., requiring a mover to relinquish goods on the agreed delivery date or within the time frame specified in the contract, unless the shipper has not tendered payment or the requirement is waived by the shipper.

If a mover cannot deliver the household goods within the agreed upon time frame, the mover must notify the shipper of the delay and provide an amended date or timeframe of pickup or delivery of goods "in a timely manner."

The bill provides that movers may only charge the amount of the binding estimate, unless waived by the shipper, plus charges for any additional services requested or agreed to in writing by the shipper after the contract was issued and for impracticable operations, if applicable.

Any payment that is not collected upon delivery must be billed within 15 days of delivery. Movers may bill shippers for late fees should the shipper fail to make their payment within 30 days of delivery. The bill does not provide guidelines or limits on the late fees that can be charged by the mover.

Administrative Remedies

The administrative remedies section is amended to require DACS to immediately suspend a registration or the processing of an application for registration if the registrant or applicant is formally charged with certain crimes, including fraud, theft, larceny, embezzlement, or fraudulent conversion or misappropriation of property, or a crime arising from conduct during a household move.

B. SECTION DIRECTORY:

- Section 1** Amends s. 507.01, F.S., relating to definitions.
- Section 2.** Amends s. 507.02, F.S., relating to legislative intent.
- Section 3.** Amends s. 507.03, F.S., relating to the conditions under which DACS may deny, refuse to renew, or revoke the registration of a mover or moving broker.
- Section 4.** Amends s. 507.04, F.S., relating to required insurance coverages, indemnification, liability limitations, and valuation coverage.
- Section 5.** Amends s. 507.05, F.S., relating to physical surveys, binding estimates, and contracts for service.

- Section 6.** Creates s. 507.054, F.S., relating to a publication of rights and responsibilities.
- Section 7.** Creates s. 507.055, F.S., relating to disclosures.
- Section 8.** Amends s. 507.06, F.S., relating to delivery and storage of household goods.
- Section 9.** Creates s. 507.065, F.S., relating to payment.
- Section 10.** Amends s. 507.07, F.S., relating to violations.
- Section 11.** Amends s. 507.09, F.S., relating to administrative remedies and penalties.
- Section 12.** Amends s. 507.10, F.S., relating to civil penalties and remedies.
- Section 13.** Amends s. 507.11, F.S., relating to criminal penalties.
- Section 14.** Creates s. 507.14, F.S., relating to rulemaking.
- Section 15.** Provides an effective date of July 1, 2016.

II. FISCAL ANALYSIS & ECONOMIC IMPACT STATEMENT

A. FISCAL IMPACT ON STATE GOVERNMENT:

1. Revenues:

None.

2. Expenditures:

None.

B. FISCAL IMPACT ON LOCAL GOVERNMENTS:

1. Revenues:

None.

2. Expenditures:

None.

C. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR:

The bill specifies that movers may only charge the amount of the binding estimate, plus any additional services requested or agreed to in writing.

D. FISCAL COMMENTS:

None.

III. COMMENTS

A. CONSTITUTIONAL ISSUES:

1. Applicability of Municipality/County Mandates Provision:

Not applicable. This bill does not appear to affect county or municipal governments.

2. Other:

None.

B. RULE-MAKING AUTHORITY:

DACS is directed to adopt rules to administer changes to the chapter.

C. DRAFTING ISSUES OR OTHER COMMENTS:

Lines 112-115 define "additional services" as "any additional transportation of household goods" not included in the binding estimate or contract for service. It is unclear whether additional services should also include additional household goods that were not included in the binding estimate or only the additional transportation of those goods that was not contemplated in the binding estimate. "Additional services" appears to be used differently in different parts of the bill.

It is also unclear whether "impracticable operations" should be included within the definition of additional services because lines 433-436 indicate that additional services include impracticable operations.

Lines 216-219 and lines 228-231 include the phrase "a crime arising from conduct during a household move," which is not defined or explained. In addition, the list of crimes for which DACS can deny, revoke or suspend a license does not include property-related crimes such as burglary of a dwelling or trespass. The provision requires "conviction," which is not defined and does not include defendants that had adjudication withheld.

Lines 350-352 require a physical survey by the mover to be used by the mover to determine a binding estimate. Then lines 353-357 allow a shipper to waive the physical survey. It may be possible that a shipper waives the survey but does not waive the binding estimate. A mover may not be able to accurately provide an estimate without a survey but would be required to be held to the binding estimate.

Lines 369-377 require that a statement, with specific font type, be placed on any waiver of the binding estimate but does not clearly identify what should be in the language of the statement.

Lines 403-405 requires that the original binding estimate be reaffirmed if no new binding estimate is made but lines 412-415 indicate that a binding estimate can have an addendum if additional household goods are tendered or additional services are requested. It is not clear whether the addendum is a separate contract, a separate binding estimate or whether it becomes part of the contract. Provisions related to the addendum appear to allow different and separate payment provisions.

Lines 593-595 authorize a mover to bill a shipper for late fees should the shipper fail to make their payment within 30 days of delivery; however, the bill does not provide guidelines or limits on the late fees that can be charged by the mover.

IV. AMENDMENTS/ COMMITTEE SUBSTITUTE CHANGES

27 the shipper; requiring specified content for the
 28 binding estimate; authorizing a shipper to waive the
 29 binding estimate in certain circumstances; requiring
 30 the mover and shipper to sign or electronically
 31 acknowledge the estimate; requiring the mover to
 32 provide the shipper with a copy of the estimate at the
 33 time of signature or electronic acknowledgment;
 34 providing that a binding estimate may be amended only
 35 under certain circumstances; prohibiting a mover from
 36 collecting more than the amount of the binding
 37 estimate; providing exceptions; requiring a mover to
 38 allow a shipper at least 1 hour to determine whether
 39 to authorize impracticable operations; requiring a
 40 mover to retain a copy of the binding estimate for a
 41 specified period; requiring a mover to provide a
 42 contract for service to the shipper before providing
 43 moving or accessorial services; revising the content
 44 of the contract for service; requiring that a copy of
 45 the contract for service accompany household goods in
 46 certain circumstances; requiring a driver to have
 47 possession of the contract before leaving the point of
 48 origin; requiring a mover to retain a contract for
 49 service for a specified period; creating s. 507.054,
 50 F.S.; requiring the department to prepare a
 51 publication that summarizes the rights and
 52 responsibilities of, and remedies available to, movers

53 | and shippers; requiring the department to make the
54 | publication available to the public on the
55 | department's website; requiring the mover to provide
56 | an electronic or hard copy of the department's
57 | publication to shippers at specified times; requiring
58 | the publication to meet certain specifications;
59 | requiring the shipper to acknowledge receipt of the
60 | copy of the publication by signed or electronic
61 | acknowledgment; providing penalties; creating s.
62 | 507.055, F.S.; requiring a mover to provide certain
63 | disclosures to a prospective shipper; amending s.
64 | 507.06, F.S.; requiring a mover to relinquish
65 | household goods on the agreed upon delivery date or
66 | within a specified period unless waived by the
67 | shipper; requiring a mover to notify and provide
68 | certain information to a shipper if the mover cannot
69 | perform delivery on the agreed upon date or during the
70 | specified period; creating s. 507.065, F.S.; providing
71 | a maximum amount that a mover may charge a shipper
72 | unless waived by the shipper; requiring a mover to
73 | bill a shipper for specified charges within a
74 | specified timeframe in certain circumstances;
75 | authorizing a mover to assess a late fee for any
76 | uncollected charges in certain circumstances; amending
77 | s. 507.07, F.S.; revising the provisions that
78 | constitute a violation of ch. 507, F.S.; conforming

79 provisions to changes made by the act; amending s.
 80 507.09, F.S.; requiring the department, upon
 81 verification by certain entities, to immediately
 82 suspend a registration or the processing of an
 83 application for a registration in certain
 84 circumstances; amending s. 507.10, F.S.; conforming a
 85 provision to changes made by the act; amending s.
 86 507.11, F.S.; conforming provisions to changes made by
 87 the act; creating s. 507.14, F.S.; requiring the
 88 department to adopt rules; providing an effective
 89 date.

90
 91 Be It Enacted by the Legislature of the State of Florida:

92
 93 Section 1. Section 507.01, Florida Statutes, is amended to
 94 read:

95 507.01 Definitions.—As used in this chapter, the term:

96 (1) "Accessorial services" means any service performed by
 97 a mover which results in a charge to the shipper and is
 98 incidental to the transportation or shipment of household goods,
 99 including, but not limited to, valuation coverage; preparation
 100 of written inventory; equipment, including dollies, hand trucks,
 101 pads, blankets, and straps; storage, packing, unpacking, or
 102 crating of articles; hoisting or lowering; waiting time;
 103 carrying articles excessive distances to or from the mover's
 104 vehicle, which may be cited as the term "long carry"; overtime

105 loading and unloading; reweighing; disassembly or reassembly;
106 elevator or stair carrying; boxing or servicing of appliances;
107 and furnishing of packing or crating materials. The term
108 includes services not performed by the mover but performed by a
109 third party at the request of the shipper or mover, if the
110 charges for these services are to be paid to the mover by the
111 shipper at or before the time of delivery.

112 (2) "Additional services" means any additional
113 transportation of household goods which is performed by a mover,
114 is not specifically included in a binding estimate or contract
115 for service, and results in a charge to the shipper.

116 (3)(2) "Advertise" means to advise, announce, give notice
117 of, publish, or call attention by use of oral, written, or
118 graphic statement made in a newspaper or other publication or on
119 radio or television, any electronic medium, or contained in any
120 notice, handbill, sign, including signage on vehicle, flyer,
121 catalog or letter, or printed on or contained in any tag or
122 label attached to or accompanying any good.

123 (4) "Binding estimate" means a written or electronic
124 document that specifies the total cost of a move, including, but
125 not limited to, the loading, transportation or shipment, and
126 unloading of household goods and the accessorial services the
127 shipper must pay for the complete move of his or her household
128 goods.

129 (5)(3) "Compensation" means money, fee, emolument, quid
130 pro quo, barter, remuneration, pay, reward, indemnification, or

131 satisfaction.

132 (6)~~(4)~~ "Contract for service" or "bill of lading" means a
 133 written document approved by the shipper in writing before the
 134 performance of any service which authorizes services from the
 135 named mover and lists the services and all costs associated with
 136 the household move and accessorial services to be performed.

137 (7)~~(5)~~ "Department" means the Department of Agriculture
 138 and Consumer Services.

139 ~~(6) "Estimate" means a written document that sets forth~~
 140 ~~the total costs and describes the basis of those costs, relating~~
 141 ~~to a shipper's household move, including, but not limited to,~~
 142 ~~the loading, transportation or shipment, and unloading of~~
 143 ~~household goods and accessorial services.~~

144 (8)~~(7)~~ "Household goods" or "goods" means personal effects
 145 or other personal property commonly found in a home, personal
 146 residence, or other dwelling, including, but not limited to,
 147 household furniture. The term does not include freight or
 148 personal property moving to or from a factory, store, or other
 149 place of business.

150 (9)~~(8)~~ "Household move" or "move" means the loading of
 151 household goods into a vehicle, moving container, or other mode
 152 of transportation or shipment; the transportation or shipment of
 153 those household goods; and the unloading of those household
 154 goods, when the transportation or shipment originates and
 155 terminates at one of the following ultimate locations,
 156 regardless of whether the mover temporarily stores the goods

157 while en route between the originating and terminating
 158 locations:

159 (a) From one dwelling to another dwelling;

160 (b) From a dwelling to a storehouse or warehouse that is
 161 owned or rented by the shipper or the shipper's agent; or

162 (c) From a storehouse or warehouse that is owned or rented
 163 by the shipper or the shipper's agent to a dwelling.

164 (10) "Impracticable operations" means operations of the
 165 mover which are necessary to complete the move due to
 166 substantial and unforeseen conditions arising after execution of
 167 a contract for household services. Such conditions must make it
 168 impractical for a mover to perform pickup or delivery services
 169 for a household move as originally provided in the contract for
 170 service.

171 (11)+9 "Mover" means a person who, for compensation,
 172 contracts for or engages in the loading, transportation or
 173 shipment, or unloading of household goods as part of a household
 174 move. The term does not include a postal, courier, envelope, or
 175 package service that, or a personal laborer who, does not
 176 advertise ~~itself~~ as a mover or moving service.

177 (12)+10 "Moving broker" or "broker" means a person who,
 178 for compensation, arranges for another person to load, transport
 179 or ship, or unload household goods as part of a household move
 180 or who, for compensation, refers a shipper to a mover by
 181 telephone, postal or electronic mail, Internet website, or other
 182 means.

183 ~~(13)~~~~(11)~~ "Moving container" means a receptacle holding at
184 least 200 cubic feet of volume which is used to transport or
185 ship household goods as part of a household move.

186 (14) "Personal laborer" means a person hired directly by
187 the shipper to assist in the loading and unloading of the
188 shipper's household goods. The term does not include any person
189 who has contracted with or is compensated by a third party or
190 whose services are brokered as part of a household move.

191 ~~(15)~~~~(12)~~ "Shipper" means a person who uses the services of
192 a mover to transport or ship household goods as part of a
193 household move.

194 ~~(16)~~~~(13)~~ "Storage" means the temporary warehousing of a
195 shipper's goods while under the care, custody, and control of
196 the mover.

197 Section 2. Subsection (3) of section 507.02, Florida
198 Statutes, is amended to read:

199 507.02 Construction; intent; application.—

200 (3) This chapter is intended to provide consistency and
201 transparency in moving practices and to create the presumption
202 that movers of household goods will make necessary disclosures
203 and educate uninformed shippers in order to secure the
204 satisfaction and confidence of shippers and members of the
205 public when using a mover.

206 Section 3. Subsection (8) of section 507.03, Florida
207 Statutes, is amended to read:

208 507.03 Registration.—

209 (8) The department may deny, refuse to renew, or revoke
 210 the registration of any mover or moving broker based upon a
 211 determination that the mover or moving broker, or any of the
 212 mover's or moving broker's directors, officers, owners, or
 213 general partners:

214 (a) Has failed to meet the requirements for registration
 215 as provided in this chapter;

216 (b) Has been convicted of a crime involving fraud, theft,
 217 larceny, embezzlement, or fraudulent conversion or
 218 misappropriation of property or a crime arising from conduct
 219 during a household move ~~dishonest dealing, or any other act of~~
 220 ~~moral turpitude;~~

221 (c) Has not satisfied a civil fine or penalty arising out
 222 of any administrative or enforcement action brought by any
 223 governmental agency or private person based upon conduct
 224 involving fraud, theft, dishonest dealing, or any violation of
 225 this chapter;

226 (d) Has pending against him or her any criminal,
 227 administrative, or enforcement proceedings in any jurisdiction,
 228 based upon conduct involving fraud, theft, larceny,
 229 embezzlement, or fraudulent conversion or misappropriation of
 230 property or a crime arising from conduct during a household move
 231 ~~dishonest dealing, or any other act of moral turpitude; or~~

232 (e) Has had a judgment entered against him or her in any
 233 action brought by the department or the Department of Legal
 234 Affairs under this chapter or ss. 501.201-501.213, the Florida

235 Deceptive and Unfair Trade Practices Act.

236 Section 4. Subsections (1), (3), (4), and (5) of section
237 507.04, Florida Statutes, are amended to read:

238 507.04 Required insurance coverages; liability
239 limitations; valuation coverage.—

240 (1) CARGO LIABILITY INSURANCE.—

241 (a)1. Except as provided in paragraph (b), each mover
242 operating in this state must maintain current and valid cargo
243 liability insurance coverage of at least \$10,000 per shipment
244 for the loss or damage of household goods resulting from the
245 negligence of the mover or its employees or agents.

246 2. The mover must provide the department with evidence of
247 liability insurance coverage before the mover is registered with
248 the department under s. 507.03. All insurance coverage
249 maintained by a mover must remain in effect throughout the
250 mover's registration period. ~~A mover's failure to maintain~~
251 ~~insurance coverage in accordance with this paragraph constitutes~~
252 ~~an immediate threat to the public health, safety, and welfare.~~
253 ~~If a mover fails to maintain insurance coverage, the department~~
254 ~~may immediately suspend the mover's registration or eligibility~~
255 ~~for registration, and the mover must immediately cease operating~~
256 ~~as a mover in this state. In addition, and notwithstanding the~~
257 ~~availability of any administrative relief pursuant to chapter~~
258 ~~120, the department may seek from the appropriate circuit court~~
259 ~~an immediate injunction prohibiting the mover from operating in~~
260 ~~this state until the mover complies with this paragraph, a civil~~

261 ~~penalty not to exceed \$5,000, and court costs.~~

262 (b) A mover that operates two or fewer vehicles, in lieu
263 of maintaining the cargo liability insurance coverage required
264 under paragraph (a), may, and each moving broker must, maintain
265 one of the following alternative coverages:

266 1. A performance bond in the amount of \$25,000, for which
267 the surety of the bond must be a surety company authorized to
268 conduct business in this state; or

269 2. A certificate of deposit in a Florida banking
270 institution in the amount of \$25,000.

271

272 The original bond or certificate of deposit must be filed with
273 the department and must designate the department as the sole
274 beneficiary. The department must use the bond or certificate of
275 deposit exclusively for the payment of claims to consumers who
276 are injured by the fraud, misrepresentation, breach of contract,
277 misfeasance, malfeasance, or financial failure of the mover or
278 moving broker or by a violation of this chapter by the mover or
279 broker. Liability for these injuries may be determined in an
280 administrative proceeding of the department or through a civil
281 action in a court of competent jurisdiction. However, claims
282 against the bond or certificate of deposit must only be paid, in
283 amounts not to exceed the determined liability for these
284 injuries, by order of the department in an administrative
285 proceeding. The bond or certificate of deposit is subject to
286 successive claims, but the aggregate amount of these claims may

287 not exceed the amount of the bond or certificate of deposit.

288 (3) INSURANCE COVERAGES.—The insurance coverages required
 289 under paragraph (1)(a) and subsection (2) must be issued by an
 290 insurance company or carrier licensed to transact business in
 291 this state under the Florida Insurance Code as designated in s.
 292 624.01. The department shall require a mover to present a
 293 certificate of insurance of the required coverages before
 294 issuance or renewal of a registration certificate under s.
 295 507.03. The department shall be named as a certificateholder in
 296 the certificate and must be notified at least 10 days before
 297 cancellation of insurance coverage. A mover's failure to
 298 maintain insurance coverage constitutes an immediate threat to
 299 the public health, safety, and welfare. If a mover fails to
 300 maintain insurance coverage, the department may immediately
 301 suspend the mover's registration or eligibility for
 302 registration, and the mover must immediately cease operating as
 303 a mover in this state. In addition, and notwithstanding the
 304 availability of any administrative relief pursuant to chapter
 305 120, the department may seek from the appropriate circuit court
 306 an immediate injunction prohibiting the mover from operating in
 307 this state until the mover complies with this subsection. The
 308 mover may also be assessed a civil penalty not to exceed \$5,000
 309 and court costs.

310 (4) INDEMNIFICATION LIABILITY LIMITATIONS; VALUATION
 311 RATES. ~~A mover may not limit its liability for the loss or~~
 312 ~~damage of household goods to a valuation rate that is less than~~

313 ~~60 cents per pound per article. A provision of a contract for~~
314 ~~moving services is void if the provision limits a mover's~~
315 ~~liability to a valuation rate that is less than the minimum rate~~
316 ~~under this subsection. If a mover limits its liability for a~~
317 ~~shipper's goods, the mover must disclose the limitation,~~
318 ~~including the valuation rate, to the shipper in writing at the~~
319 ~~time that the estimate and contract for services are executed~~
320 ~~and before any moving or accessorial services are provided. The~~
321 ~~disclosure must also inform the shipper of the opportunity to~~
322 ~~purchase valuation coverage if the mover offers that coverage~~
323 ~~under subsection (5).~~

324 ~~(5) VALUATION COVERAGE.~~—A mover shall indemnify ~~may offer~~
325 ~~valuation coverage to compensate~~ a shipper for the full
326 replacement value ~~loss or damage~~ of the shipper's household
327 goods that are lost or damaged by the mover during a household
328 move. The shipper may waive or amend the indemnification, and
329 the waiver must be made by a signed or electronic acknowledgment
330 in the contract ~~If a mover offers valuation coverage, the~~
331 ~~coverage must indemnify the shipper for at least the minimum~~
332 ~~valuation rate required under subsection (4).~~ The mover must
333 disclose the terms of the indemnification ~~coverage~~ to the
334 shipper in writing in ~~at the time that the~~ binding estimate and
335 again when the contract for service is ~~services~~ are executed and
336 before any moving or accessorial services are provided. ~~The~~
337 ~~disclosure must inform the shipper of the cost of the valuation~~
338 ~~coverage, the valuation rate of the coverage, and the~~

339 ~~opportunity to reject the coverage. If valuation coverage~~
 340 ~~compensates a shipper for at least the minimum valuation rate~~
 341 ~~required under subsection (4), the coverage satisfies the~~
 342 ~~mover's liability for the minimum valuation rate.~~

343 Section 5. Section 507.05, Florida Statutes, is amended to
 344 read:

345 507.05 Physical surveys, binding estimates, and contracts
 346 for service. ~~Before providing any moving or accessorial~~
 347 ~~services, a contract and estimate must be provided to a~~
 348 ~~prospective shipper in writing, must be signed and dated by the~~
 349 ~~shipper and the mover, and must include:~~

350 (1) PHYSICAL SURVEY.-A mover must conduct a physical
 351 survey of the household goods to be moved and provide the
 352 prospective shipper with a binding estimate.

353 (2) WAIVER OF SURVEY.-A shipper may elect to waive the
 354 physical survey, and such waiver must be in writing and must be
 355 signed or electronically acknowledged by the shipper before
 356 provision. The mover shall retain a copy of the waiver as an
 357 addendum to the contract for service.

358 (3) BINDING ESTIMATE.-Before executing a contract for
 359 service, and at least 48 hours before the scheduled time and
 360 date of the household move, a mover must provide a binding
 361 estimate. The binding estimate shall be based on a physical
 362 survey conducted under subsection (1), unless waived pursuant to
 363 subsection (2).

364 (a) The shipper may waive the binding estimate if the

365 waiver is made in writing and is signed or electronically
366 acknowledged before the commencement of the 48-hour period
367 before the household goods are loaded. The mover shall retain a
368 copy of the waiver as an addendum to the contract for service.
369 To be enforceable, a waiver executed under this paragraph must,
370 at a minimum, include a statement in uppercase type that is at
371 least 5 points larger than, and clearly distinguishable from,
372 the rest of the text of the waiver or release containing the
373 statement. Such statement must be used in the exact form that
374 the department determines by rule and must delineate the
375 specific rights that a shipper may lose by waiving the binding
376 estimate. Any waiver of a binding estimate must include such
377 statement.

378 (b) The shipper may also waive the 48-hour period if the
379 moving services requested commence within 48 hours of the
380 shipper's initial contact with the mover.

381 (c) At a minimum, the binding estimate must include all of
382 the following:

383 1. The table of measures or hourly quotation used by the
384 mover or the mover's agent in preparing the binding estimate.

385 2. The date the binding estimate was prepared and the
386 proposed date of the move, if any.

387 3. An itemized breakdown and description of services, and
388 the total cost to the shipper of loading, transporting or
389 shipping, unloading, and accessorial services.

390 4. A statement that the estimate is binding on the mover

391 and the shipper and that the charges shown apply only to those
 392 services specifically identified in the estimate.

393 5. Identification of acceptable forms of payment.

394 (d) The binding estimate must be signed or electronically
 395 acknowledged by the mover and the shipper, and a copy must be
 396 provided to the shipper by the mover at the time that the
 397 binding estimate is signed or electronically acknowledged.

398 (e) A binding estimate may be amended by the mover before
 399 the scheduled loading of household goods for transportation or
 400 shipment only if the shipper has requested additional services
 401 of the mover not previously disclosed in the original binding
 402 estimate, or upon mutual agreement of the mover and the shipper.
 403 Once a mover begins to load the household goods for a move,
 404 failure to execute a new binding estimate signifies that the
 405 mover has reaffirmed the original binding estimate.

406 (f) A mover may not collect more than the amount of the
 407 binding estimate unless:

408 1. The shipper waives receipt of a binding estimate under
 409 this subsection;

410 2. The shipper tenders additional household goods,
 411 requests additional services, or requires services that are not
 412 specifically included in the binding estimate, in which case the
 413 mover may execute an addendum to the binding estimate describing
 414 the additional household goods or need for additional services
 415 and the associated charges in writing. The mover must allow the
 416 shipper at least 1 hour to determine whether to execute the

417 addendum. The mover may require full payment at the destination
418 for the costs associated with the requested additional services
419 as provided in the addendum to the binding estimate. If the
420 shipper refuses to execute the addendum, the mover may refuse to
421 ship the additional goods or perform the additional services
422 requested; or

423 3. The mover advises the shipper, in advance of
424 performance, that impracticable operations are essential to
425 properly perform the move. The mover must allow the shipper at
426 least 1 hour to determine whether to authorize the additional
427 services necessary due to the impracticable operations.

428 a. If the shipper agrees to pay for the impracticable
429 operations, the mover must execute a written addendum to the
430 contract for service, which must be signed or electronically
431 acknowledged by the shipper. The addendum may be delivered to
432 the shipper by personal delivery, facsimile, e-mail, overnight
433 courier, or certified mail, with return receipt requested. The
434 mover must bill the shipper for the agreed upon additional
435 services within 15 days after the delivery of those additional
436 services pursuant to s. 507.065.

437 b. If the shipper does not agree to pay for the additional
438 services necessary due to the impracticable operations, the
439 mover may perform and, pursuant to s. 507.065, bill the shipper
440 for those additional services necessary to complete the
441 delivery. It is the mover's burden to show that the
442 impracticable operations were necessary to properly perform the

443 move.

444 (g) A mover shall retain a copy of the binding estimate
 445 and any addendum thereto for each move performed for at least 1
 446 year after its preparation date as an attachment to the contract
 447 for service.

448 (4) CONTRACT FOR SERVICE.-Before providing any household
 449 move or accessorial services, a mover must provide a contract
 450 for service to the shipper, which the shipper must sign, or
 451 electronically acknowledge, and date.

452 (a) At a minimum, the contract for service must include:

453 1.~~(1)~~ The name, telephone number, and physical address
 454 where the mover's employees are available during normal business
 455 hours.

456 2.~~(2)~~ The date the contract ~~was~~ ~~or estimate~~ is prepared
 457 and ~~the any~~ proposed date of the move, if any.

458 3.~~(3)~~ The name and address of the shipper, the addresses
 459 where the articles are to be picked up and delivered, and a
 460 telephone number where the shipper may be reached.

461 4.~~(4)~~ The name, telephone number, and physical address of
 462 any location where the household goods will be held pending
 463 further transportation, including situations in which ~~where~~ the
 464 mover retains possession of household goods pending resolution
 465 of a fee dispute with the shipper.

466 5.~~(5)~~ A binding estimate provided in accordance with
 467 subsection (3) ~~An itemized breakdown and description and total~~
 468 ~~of all costs and services for loading, transportation or~~

469 ~~shipment, unloading, and accessorial services to be provided~~
470 ~~during a household move or storage of household goods.~~

471 6. The total charges owed by the shipper based on the
472 binding estimate and the terms and conditions for their payment,
473 including any required minimum payment.

474 7. If the household goods are transported under an
475 agreement to collect payment upon delivery, the maximum payment
476 that the mover may demand at the time of delivery.

477 8.(6) Acceptable forms of payment, which must be clearly
478 and conspicuously disclosed to the shipper on the binding
479 estimate and the contract for service. A mover ~~must~~ shall accept
480 at least ~~a minimum~~ of two of the three following forms of
481 payment:

482 a.(a) Cash, cashier's check, money order, or traveler's
483 check;

484 b.(b) Valid personal check, showing upon its face the name
485 and address of the shipper or authorized representative; or

486 c.(c) Valid credit card, which shall include, but not be
487 limited to, Visa or MasterCard.

488

489 ~~A mover must clearly and conspicuously disclose to the shipper~~
490 ~~in the estimate and contract for services the forms of payments~~
491 ~~the mover will accept, including the forms of payment described~~
492 ~~in paragraphs (a)-(c).~~

493 (b) Each addendum to the contract for service is an
494 integral part of the contract.

495 (c) A copy of the contract for service must accompany the
 496 household goods whenever they are in the mover's or the mover's
 497 agent's possession. Before a vehicle that is being used for the
 498 move leaves the point of origin, the driver responsible for the
 499 move must have the contract for service in his or her
 500 possession.

501 (d) A mover shall retain a contract for service for each
 502 move it performs for at least 1 year after the date the contract
 503 for service is signed or electronically acknowledged.

504 Section 6. Section 507.054, Florida Statutes, is created
 505 to read:

506 507.054 Publication.—

507 (1) The department shall prepare a publication that
 508 includes a summary of the rights and responsibilities of, and
 509 remedies available to, movers and shippers under this chapter.
 510 The publication must include a statement that a mover's failure
 511 to relinquish household goods as required by this chapter
 512 constitutes a felony of the third degree, punishable as provided
 513 in s. 775.082, s. 775.083, or s. 775.084, that any other
 514 violation of this chapter constitutes a misdemeanor of the first
 515 degree, punishable as provided in s. 775.082 or s. 775.083, and
 516 that any violation of this chapter constitutes a violation of
 517 the Florida Deceptive and Unfair Trade Practices Act. The
 518 publication must also include a notice to the shipper about the
 519 potential risks of shipping sentimental or family heirloom
 520 items. The department shall make the publication available to

521 the public on the department's website.

522 (2) A mover must provide an electronic or hard copy of the
523 department's publication to shippers at the physical survey, or
524 if the physical survey is timely waived by the shipper, before
525 contracting for the household move.

526 (3) A mover may customize the color, design, and dimension
527 of the front and back covers of the standard department
528 publication. If the mover customizes the publication, the
529 customized publication must include the content specified in
530 subsection (1) and meet the following requirements:

531 (a) The font size used must be at least 10 points, with
532 the exception that the following must appear prominently on the
533 front cover in at least 12-point boldface type: "Your Rights and
534 Responsibilities When You Move. Furnished by Your Mover, as
535 Required by Florida Law."

536 (b) The size of the booklet must be at least 36 square
537 inches.

538 (4) The shipper must acknowledge receipt of the electronic
539 or hard copy of the publication by signed or electronic
540 acknowledgment in the contract.

541 Section 7. Section 507.055, Florida Statutes, is created
542 to read:

543 507.055 Required disclosure and acknowledgment of rights
544 and remedies.—Before executing a contract for service for a
545 move, a mover must provide to a prospective shipper all of the
546 following:

547 (1) The publication required under s. 507.054.

548 (2) A concise, easy-to-read, and accurate binding estimate
 549 required under s. 507.05(3).

550 Section 8. Subsections (1) and (3) of section 507.06,
 551 Florida Statutes, are amended, and subsection (4) is added to
 552 that section, to read:

553 507.06 Delivery and storage of household goods.—

554 (1) On the agreed upon delivery date or within the
 555 timeframe specified in the contract for service, a mover must
 556 relinquish household goods to a shipper and must place the
 557 household goods inside a shipper's dwelling or, if directed by
 558 the shipper, inside a storehouse or warehouse that is owned or
 559 rented by the shipper or the shipper's agent, unless the shipper
 560 has not tendered payment in accordance with s. 507.065 ~~in the~~
 561 ~~amount specified in a written contract or estimate signed and~~
 562 ~~dated by the shipper.~~ This requirement may be waived by the
 563 shipper. A mover may not, under any circumstances, refuse to
 564 relinquish prescription medicines and household goods for use by
 565 children, including children's furniture, clothing, or toys,
 566 ~~under any circumstances.~~

567 (3) A mover that lawfully fails to relinquish a shipper's
 568 household goods may place the goods in storage until payment in
 569 accordance with s. 507.065 is tendered; however, the mover must
 570 notify the shipper of the location where the goods are stored
 571 and the amount due within 5 days after receipt of a written
 572 request for that information from the shipper, which request

573 must include the address where the shipper may receive the
574 notice. A mover may not require a prospective shipper to waive
575 any rights or requirements under this section.

576 (4) If a mover becomes aware that it cannot perform the
577 pickup or the delivery of household goods on the date agreed
578 upon or during the timeframe specified in the contract for
579 service due to circumstances not anticipated by the contract for
580 service, the mover shall notify the shipper of the delay and
581 advise the shipper of the amended date or timeframe within which
582 the mover expects to pick up or deliver the household goods in a
583 timely manner.

584 Section 9. Section 507.065, Florida Statutes, is created
585 to read:

586 507.065 Payment.-

587 (1) Except as provided in s. 507.05(3), the maximum amount
588 that a mover may charge before relinquishing household goods to
589 a shipper is the exact amount of the binding estimate.

590 (2) A mover must bill a shipper for any charges assessed
591 under this chapter which are not collected upon delivery of
592 household goods at their destination within 15 days after such
593 delivery. A mover may assess a late fee for any uncollected
594 charges if the shipper fails to make payment within 30 days
595 after receipt of the bill.

596 Section 10. Subsections (1), (4), and (5) and paragraphs
597 (a) and (b) of subsection (6) of section 507.07, Florida
598 Statutes, are amended to read:

599 507.07 Violations.—It is a violation of this chapter:

600 (1) To operate ~~conduct business as a mover or moving~~
 601 ~~broker, or advertise to engage in violation the business of,~~
 602 ~~moving or fail to comply with, ss. 507.03-507.08, or any other~~
 603 ~~requirement under this chapter offering to move, without being~~
 604 ~~registered with the department.~~

605 (4) To increase the contracted cost ~~fail to honor and~~
 606 ~~comply with all provisions of the contract for moving, loading,~~
 607 ~~shipping, transporting, or unloading services in any way other~~
 608 ~~than provided for in this chapter or bill of lading regarding~~
 609 ~~the purchaser's rights, benefits, and privileges thereunder.~~

610 (5) To withhold delivery of household goods or in any way
 611 hold household goods in storage against the expressed wishes of
 612 the shipper if payment has been made as delineated in the
 613 binding estimate, or contract for services, or pursuant to this
 614 chapter.

615 (6) (a) ~~To include in any contract any provision purporting~~
 616 ~~to waive or limit any right or benefit provided to shippers~~
 617 ~~under this chapter.~~

618 (a) ~~(b)~~ Unless expressly authorized by this chapter, to
 619 seek or solicit a waiver or acceptance of limitation from a
 620 shipper concerning rights or benefits provided under this
 621 chapter.

622 Section 11. Section 507.09, Florida Statutes, is amended
 623 to read:

624 507.09 Administrative remedies; penalties.—

625 (1) The department may enter an order doing one or more of
 626 the following if the department finds that a mover or moving
 627 broker, or a person employed or contracted by a mover or broker,
 628 has violated or is operating in violation of this chapter or the
 629 rules or orders issued pursuant to this chapter:

630 (a) Issuing a notice of noncompliance under s. 120.695.

631 (b) Imposing an administrative fine in the Class II
 632 category pursuant to s. 570.971 for each act or omission.

633 (c) Directing that the person cease and desist specified
 634 activities.

635 (d) Refusing to register or revoking or suspending a
 636 registration.

637 (e) Placing the registrant on probation, subject to the
 638 conditions specified by the department.

639 (2) The department shall, upon notification and subsequent
 640 written verification by a law enforcement agency, a court, a
 641 state attorney, or the Department of Law Enforcement,
 642 immediately suspend a registration or the processing of an
 643 application for a registration if the registrant, the applicant,
 644 or an officer or director of the registrant or applicant is
 645 formally charged with a crime involving fraud, theft, larceny,
 646 embezzlement, or fraudulent conversion or misappropriation of
 647 property or a crime arising from conduct during a household move
 648 until final disposition of the case or removal or resignation of
 649 that officer or director.

650 (3) The administrative proceedings that ~~which~~ could result

651 in the entry of an order imposing any of the penalties specified
 652 in subsection (1) or subsection (2) are governed by chapter 120.

653 ~~(3) The department may adopt rules under ss. 120.536(1)~~
 654 ~~and 120.54 to administer this chapter.~~

655 Section 12. Subsection (4) of section 507.10, Florida
 656 Statutes, is amended to read:

657 507.10 Civil penalties; remedies.—

658 (4) Except as expressly authorized by this chapter, any
 659 provision in a contract for service ~~services~~ or bill of lading
 660 from a mover or moving broker which ~~that~~ purports to waive,
 661 limit, restrict, or avoid any of the duties, obligations, or
 662 prescriptions of the mover or broker, as provided in this
 663 chapter, is void.

664 Section 13. Section 507.11, Florida Statutes, is amended
 665 to read:

666 507.11 Criminal penalties.—

667 (1) The refusal of a mover or a mover's employee, agent,
 668 or contractor to comply with an order from a law enforcement
 669 officer to relinquish a shipper's household goods after the
 670 officer determines that the shipper has tendered payment in
 671 accordance with s. 507.065 ~~of the amount of a written estimate~~
 672 ~~or contract,~~ or after the officer determines that the mover did
 673 not produce a signed or electronically acknowledged binding
 674 estimate or contract for service upon which demand is being made
 675 for payment, is a felony of the third degree, punishable as
 676 provided in s. 775.082, s. 775.083, or s. 775.084. A mover's

677 compliance with an order from a law enforcement officer to
 678 relinquish household goods to a shipper is not a waiver or
 679 finding of fact regarding any right to seek further payment from
 680 the shipper.

681 (2) Except as provided in subsection (1), any person or
 682 business that violates this chapter commits a misdemeanor of the
 683 first degree, punishable as provided in s. 775.082 or s.
 684 775.083.

685 Section 14. Section 507.14, Florida Statutes, is created
 686 to read:

687 507.14 Rulemaking.—The department shall adopt rules to
 688 administer this chapter.

689 Section 15. This act shall take effect July 1, 2016.

BUSINESS & PROFESSIONS SUBCOMMITTEE
HB 265 by Rep. Goodson
Household Moving Services

AMENDMENT SUMMARY
October 21, 2015

Amendment 1, by Rep. Goodson (#950847)

(Lines 218-219; 230; and 647): Deletes the phrase "a crime arising from conduct during a household move." The phrase is not clearly defined and would require interpretation by the Department.

Amendment 2 by Rep. Goodson (#554569)

(Lines 401-404): Conforms the use of the phrase "additional services" with other language used throughout the subsection and the definition of the phrase.

Amendment 3 by Rep. Goodson (#024023)

(Lines 426-440): Conforms the use of the phrase "impracticable operations" with other language used throughout the subsection and the definition of the phrase.



Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	___	(Y/N)
ADOPTED AS AMENDED	___	(Y/N)
ADOPTED W/O OBJECTION	___	(Y/N)
FAILED TO ADOPT	___	(Y/N)
WITHDRAWN	___	(Y/N)
OTHER	_____	

1 Committee/Subcommittee hearing bill: Business & Professions
 2 Subcommittee

3 Representative Goodson offered the following:

4
 5 **Amendment**

6 Remove lines 218-219 and insert:
 7 misappropriation of property dishonest dealing, or any other act
 8 of

9 Remove line 230 and insert:
 10 property

11 Remove line 647 and insert:
 12 property



Amendment No. 2

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	___	(Y/N)
ADOPTED AS AMENDED	___	(Y/N)
ADOPTED W/O OBJECTION	___	(Y/N)
FAILED TO ADOPT	___	(Y/N)
WITHDRAWN	___	(Y/N)
OTHER	_____	

1 Committee/Subcommittee hearing bill: Business & Professions
2 Subcommittee

3 Representative Goodson offered the following:

4
5 **Amendment**

6 Remove lines 401-404 and insert:

7 of the mover, tendered additional goods, or required services
8 that are not specifically included in the original binding
9 estimate or previously disclosed in the original binding
10 estimate, or upon mutual agreement of the mover and the shipper.
11 Once a mover begins to load the household goods for a move,
12 failure to execute a new binding estimate or addendum signifies
13 that the



Amendment No. 3

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	___	(Y/N)
ADOPTED AS AMENDED	___	(Y/N)
ADOPTED W/O OBJECTION	___	(Y/N)
FAILED TO ADOPT	___	(Y/N)
WITHDRAWN	___	(Y/N)
OTHER	_____	

1 Committee/Subcommittee hearing bill: Business & Professions
 2 Subcommittee

3 Representative Goodson offered the following:

4
 5 **Amendment**

6 Remove lines 426-440 and insert:

7 least 1 hour to determine whether to authorize the impracticable
 8 operations.

9 a. If the shipper agrees to pay for the impracticable
 10 operations, the mover must execute a written addendum to the
 11 contract for service, which must be signed or electronically
 12 acknowledged by the shipper. The addendum may be delivered to
 13 the shipper by personal delivery, facsimile, e-mail, overnight
 14 courier, or certified mail, with return receipt requested. The
 15 mover must bill the shipper for the agreed upon impracticable
 16 operations within 15 days after the delivery of those
 17 impracticable operations pursuant to s. 507.065.



Amendment No. 3

18 b. If the shipper does not agree to pay for the
19 impracticable operations, the mover may perform and, pursuant to
20 s. 507.065, bill the shipper for those impracticable operations
21 necessary to complete the

HOUSE OF REPRESENTATIVES STAFF ANALYSIS

BILL #: HB 285 Natural Gas Rebate Program

SPONSOR(S): Ray

TIED BILLS: None. **IDEN./SIM. BILLS:** SB 90

REFERENCE	ACTION	ANALYST	STAFF DIRECTOR or BUDGET/POLICY CHIEF
1) Business & Professions Subcommittee		Whittier <i>syw</i>	Anstead <i>JA</i>
2) Agriculture & Natural Resources Appropriations Subcommittee			
3) Regulatory Affairs Committee			

SUMMARY ANALYSIS

In 2013, the Legislature created the Natural Gas Fuel Fleet Vehicle Rebate Program (program) within the Department of Agriculture and Consumer Services (DACS) to "help reduce transportation costs in this state and encourage freight mobility investments that contribute to the economic growth of the state."

Beginning with Fiscal Year 2013-2014 and continuing through Fiscal Year 2017-2018 (five years), DACS is required to award rebates for the eligible costs of conversion or retrofitting of a diesel- or gasoline-powered motor vehicle to a natural gas fuel-powered motor vehicle. Specifically, DACS is to award rebates for up to 50 percent of the eligible costs of a natural gas fuel fleet vehicle or bi-fuel natural gas fuel operating system placed into service on or after July 1, 2013. An applicant is eligible to receive a maximum rebate of \$25,000 per vehicle up to a total of \$250,000 per applicant per fiscal year, on a first-come, first-served basis.

The bill allows any unencumbered funds remaining after June 30 of each fiscal year to be used by DACS to award additional rebates for \$25,000 for each vehicle that has not received a rebate under the program, up to an additional \$250,000 per applicant.

The program has been funded at \$6 million per fiscal year from General Revenue. DACS reports the following unencumbered balances by fiscal year:

- 2015-2016: \$4,699,992 (as of September 18, 2015),
- 2014-2015: \$1,745,879, and
- 2013-2014: \$2,128,396.

The bill will lower the amount of unencumbered balance in 2015-2016 and subsequent years.

The act takes effect July 1, 2016.

FULL ANALYSIS

I. SUBSTANTIVE ANALYSIS

A. EFFECT OF PROPOSED CHANGES:

Present Situation

Natural Gas Fuel

During the past several years, exploration has uncovered a supply of natural gas in the United States, resulting in a reduction in the price of natural gas and an increased interest in natural gas-powered vehicles, fuel plants, and refueling infrastructure.

Natural gas is touted as the cleanest of the fossil fuels. The Natural Gas Supply Association points out that, "Pollutants emitted in the United States, particularly from the combustion of fossil fuels, have led to the development of many pressing environmental problems. Natural gas, emitting fewer harmful chemicals into the atmosphere than other fossil fuels, can help to mitigate some of these environmental issues." These concerns include:

- Greenhouse Gas Emissions;
- Smog, Air Quality and Acid Rain;
- Industry and Electric Generation Emissions; and
- Pollution from the Transportation Sector.¹

When compared using equivalent units of measure, natural gas is less expensive per gallon than traditional fuels. The U.S. Department of Energy reports that in July 2015, the national average price for gasoline was \$2.82 a gallon, the price for diesel was \$2.93 a gallon, and for a gasoline gallon equivalent of compressed natural gas (CNG) was \$2.12.²

In 2013, Florida had approximately 32 CNG stations³ and 61 in 2014.⁴ Currently, there are approximately 66 CNG fueling stations in the state.⁵

Natural Gas Fuel Fleet Vehicle Rebate Program

In 2013, the Legislature created the Natural Gas Fuel Fleet Vehicle Rebate Program (program) within the Department of Agriculture and Consumer Services (DACCS), the purpose of which was to "help reduce transportation costs in this state and encourage freight mobility investments that contribute to the economic growth of the state."⁶

Section 377.810, F.S., provides the following definitions under the program:

- "Conversion costs" means the excess cost associated with retrofitting a diesel- or gasoline-powered motor vehicle to a natural gas fuel-powered motor vehicle.
- "Department" means the Department of Agriculture and Consumer Services.

¹ NaturalGas.Org, <http://www.naturalgas.org/environment/naturalgas/> (last visited Oct. 13, 2015).

² United States Department of Energy, *Clean Cities Alternative Fuel Price Report*, July 2015, p. 4, available at <http://www.afdc.energy.gov/publications/> (last visited Oct. 13, 2015).

³ Email from Dale Calhoun, staff, Florida Natural Gas Association, RE: CNG Fueling Stations (Mar. 1, 2013).

⁴ Isabel Lane, *Florida's natural gas vehicle incentive program creates 200% growth in fueling stations*, BIOFUELSDIGEST (Oct. 6, 2014), accessed at <http://www.biofuelsdigest.com/bdigest/2014/10/06/floridas-natural-gas-vehicle-incentive-program-creates-200-growth-in-fueling-stations/>.

⁵ Email from Dale Calhoun, Executive Director, Florida Natural Gas Association, RE: CNG Fueling Stations (Oct. 13, 2015).

⁶ s. 377.810(1), F.S.

- "Eligible costs" means the cost of conversion or the incremental cost incurred by an applicant in connection with an investment in the conversion, purchase, or lease lasting at least 5 years, of a natural gas fleet vehicle placed into service on or after July 1, 2013. The term does not include costs for project development, fueling stations, or other fueling infrastructure.
- "Fleet vehicles" means three or more motor vehicles registered in this state and used for commercial business or governmental purposes.
- "Incremental costs" means the excess costs associated with the purchase or lease of a natural gas fuel motor vehicle as compared to an equivalent diesel- or gasoline-powered motor vehicle.
- "Natural gas fuel" means any:
 - Liquefied petroleum gas product,
 - Compressed natural gas product, or
 - Combination thereof used in a motor vehicle as defined in s. 206.01(23).

The term includes, but is not limited to, all forms of fuel commonly or commercially known or sold as natural gasoline, butane gas, propane gas, or any other form of liquefied petroleum gas, compressed natural gas, or liquefied natural gas. This term does not include natural gas or liquefied petroleum placed in a separate tank of a motor vehicle for cooking, heating, water heating, or electric generation.⁷

Beginning with Fiscal Year 2013-2014 and continuing through Fiscal Year 2017-2018 (five years), \$6 million⁸ is appropriated to DACS to award rebates for the eligible costs of conversion or retrofitting of a diesel- or gasoline-powered motor vehicle to a natural gas fuel-powered motor vehicle. Specifically, DACS is to award rebates for up to 50 percent of the eligible costs of a natural gas fuel fleet vehicle or bi-fuel natural gas fuel operating system placed into service on or after July 1, 2013. An applicant is eligible to receive a maximum rebate of \$25,000 per vehicle up to a total of \$250,000 per applicant per fiscal year, on a first-come, first-served basis. Forty percent of the annual allocation must be reserved for governmental applicants and 60 percent for commercial applicants.⁹

The law requires DACS to determine and publish on its website, on an ongoing basis, the amount of available funding for rebates remaining in each fiscal year and to provide an annual assessment of the use of the rebate program during the previous year to the Governor, the President of the Senate, the Speaker of the House of Representatives, and the Office of Program Policy Analysis and Government Accountability (OPPAGA) by October 1st. The law also requires OPPAGA to release a report reviewing the rebate program to the Governor, the President of the Senate, and the Speaker of the House of Representatives by January 31, 2016.¹⁰

Effect of Proposed Changes

The bill allows any unencumbered funds remaining after June 30 of each fiscal year to be used by DACS to award additional rebates for \$25,000 for each vehicle up to an additional \$250,000 per applicant. Governmental applicants have preference and the remaining unencumbered funds may be used by commercial applicants.

Between June 1st and June 30th of each fiscal year, eligible applicants may apply for additional funds for vehicles that have not already received a rebate. The additional rebates will be awarded after June 30th on a first-come, first-served basis until the funds are depleted or until the program ends, whichever comes first.

B. SECTION DIRECTORY:

Section 1. Amends s. 377.810, F.S.; authorizes the Department of Agriculture and Consumer Services to award additional rebates under the Natural Gas Fuel Fleet Vehicle Rebate Program.

⁷ s. 377.810(2), F.S.

⁸ The rebate is funded through the state's General Revenue Fund.

⁹ s. 377.810(3), F.S.

¹⁰ s. 377.810(7) and (8), F.S.

Section 2. Provides an effective date of July 1, 2016.

II. FISCAL ANALYSIS & ECONOMIC IMPACT STATEMENT

A. FISCAL IMPACT ON STATE GOVERNMENT:

1. Revenues:

None.

2. Expenditures:

The bill allows any unencumbered funds remaining in the program after June 30th of each fiscal year to be used by DACS to award additional rebates of \$25,000 for each vehicle up to an additional \$250,000 per applicant. The funding comes from General Revenue and the application period for funds for the current fiscal year ends June 30, 2016.

B. FISCAL IMPACT ON LOCAL GOVERNMENTS:

1. Revenues:

None.

2. Expenditures:

None.

C. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR:

The bill may result in increased savings for entities utilizing vehicles powered by natural gas fuel, an increase in conversions of vehicle fleets from being powered by traditional fuels to natural gas fuel, and an increase in natural gas fueling infrastructure across the state.

D. FISCAL COMMENTS:

The program has been funded at \$6 million per fiscal year from General Revenue. DACS reports the following unencumbered balances by fiscal year:

- 2015-2016: \$4,699,992 (as of September 18, 2015),
- 2014-2015: \$1,745,879, and
- 2013-2014: \$2,128,396.¹¹

The bill will lower the amount of unencumbered balance in 2015-2016 and subsequent years.

III. COMMENTS

A. CONSTITUTIONAL ISSUES:

1. Applicability of Municipality/County Mandates Provision:

Not applicable. This bill does not appear to affect county or municipal governments.

¹¹ Florida Department of Agriculture and Consumer Services, Office of Energy, <http://www.freshfromflorida.com/Divisions-Offices/Energy/Natural-Gas-Fuel-Fleet-Vehicle-Rebate> (last visited Oct. 19, 2015).

2. Other:

None.

B. RULE-MAKING AUTHORITY:

N/A

C. DRAFTING ISSUES OR OTHER COMMENTS:

Currently, 40 percent of the allocation must be reserved for governmental applicants and 60 percent for commercial applicants. For the additional rebates, the bill provides that governmental applicants shall have preference, and all remaining unencumbered funds may be used by commercial applicants. The bill also provides that "rebates shall be allocated to eligible applicants on a first-come, first-served basis, determined by the date the application is received." It is unclear in the bill how DACS will handle the awards process in the event of governmental applicants applying for additional rebates and if the 40/60 percentage reservation would still apply.

IV. AMENDMENTS/ COMMITTEE SUBSTITUTE CHANGES

None.

1 A bill to be entitled
 2 An act relating to a natural gas rebate program;
 3 amending s. 377.810, F.S.; authorizing the Department
 4 of Agriculture and Consumer Services to receive
 5 additional applications from certain applicants;
 6 authorizing any remaining unencumbered funds to be
 7 used by the department to award additional rebates;
 8 providing an effective date.

9
 10 Be It Enacted by the Legislature of the State of Florida:

11
 12 Section 1. Subsection (3) of section 377.810, Florida
 13 Statutes, is amended to read:

14 377.810 Natural gas fuel fleet vehicle rebate program.-

15 (3) NATURAL GAS FUEL FLEET VEHICLE REBATE.-The department
 16 shall award rebates for eligible costs as defined in this
 17 section. Forty percent of the annual allocation shall be
 18 reserved for governmental applicants, with the remaining funds
 19 allocated for commercial applicants. A rebate may not exceed 50
 20 percent of the eligible costs of a natural gas fuel fleet
 21 vehicle with a dedicated or bi-fuel natural gas fuel operating
 22 system placed into service on or after July 1, 2013. An
 23 applicant is eligible to receive a maximum rebate of \$25,000 per
 24 vehicle up to a total of \$250,000 per fiscal year. Between June
 25 1 and June 30 of each fiscal year, the department may receive
 26 additional applications from applicants that have met the

27 program maximum of \$250,000 per fiscal year. Those applicants
28 may apply for additional funds for vehicles that have not
29 received a rebate, for a maximum rebate of \$25,000 per vehicle
30 up to a total of \$250,000. Any unencumbered funds remaining
31 after June 30 of each fiscal year may be used by the department
32 to award the additional rebates. Governmental applicants shall
33 have preference, and all remaining unencumbered funds may be
34 used by commercial applicants. Rebates shall be allocated to
35 eligible applicants on a first-come, first-served basis,
36 determined by the date the application is received, until all
37 appropriated funds for the fiscal year are expended or the
38 program ends, whichever comes first. All natural gas fuel fleet
39 vehicles eligible for the rebate must comply with applicable
40 United States Environmental Protection Agency emission
41 standards.

42 Section 2. This act shall take effect July 1, 2016.

BUSINESS & PROFESSIONS SUBCOMMITTEE
HB 285, by Rep. Ray
Natural Gas Rebate Program

AMENDMENT SUMMARY
October 21, 2015

Amendment 1, by Rep. Ray (strike-all #228959): The strike-all makes the following main changes to the bill:

- Clarifies the process that will be used by the Department of Agriculture and Consumer Services to determine the order of preference for awarding the additional rebates.
- Removes an obsolete date and corrects two statutory definitions.



Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	___	(Y/N)
ADOPTED AS AMENDED	___	(Y/N)
ADOPTED W/O OBJECTION	___	(Y/N)
FAILED TO ADOPT	___	(Y/N)
WITHDRAWN	___	(Y/N)
OTHER	_____	

1 Committee/Subcommittee hearing bill: Business & Professions
2 Subcommittee

3 Representative Ray offered the following:

4
5 **Amendment**

6 Remove everything after the enacting clause and insert:

7 Section 1. Paragraphs (c) and (e) of subsection (2) and
8 subsections (3) and (5) of section 377.810, Florida Statutes,
9 are amended to read:

10 377.810 Natural gas fuel fleet vehicle rebate program.—

11 (2) DEFINITIONS.—For purposes of this section, the term:

12 (c) "Eligible costs" means the cost of conversion or the
13 incremental cost incurred by an applicant in connection with an
14 investment in the conversion, purchase, or lease lasting at
15 least 5 years, of a natural gas fuel fleet vehicle placed into
16 service on or after July 1, 2013. The term does not include



Amendment No. 1

17 costs for project development, fueling stations, or other
18 fueling infrastructure.

19 (e) "Incremental costs" means the excess costs associated
20 with the purchase or lease of a natural gas fuel fleet motor
21 vehicle as compared to an equivalent diesel- or gasoline-powered
22 motor vehicle.

23 (3) NATURAL GAS FUEL FLEET VEHICLE REBATE.—The department
24 shall award rebates for eligible costs as defined in this
25 section. Forty percent of the annual allocation shall be
26 reserved for governmental applicants, with the remaining funds
27 allocated for commercial applicants. A rebate may not exceed 50
28 percent of the eligible costs of a natural gas fuel fleet
29 vehicle with a dedicated or bi-fuel natural gas fuel operating
30 system placed into service on or after July 1, 2013. An
31 applicant is eligible to receive a maximum rebate of \$25,000 per
32 vehicle up to a total of \$250,000 per fiscal year. Between June
33 1 and June 30 applicants that, during the fiscal year, have
34 received the program maximum rebate of \$250,000, may submit
35 additional applications in accordance with the rules of the
36 department, which will be held and reviewed after all
37 applications that have not reached the maximum rebate of
38 \$250,000 per fiscal year for the program are received and
39 reviewed. Those applicants may apply for additional funds for
40 vehicles purchased during the program fiscal year that did not
41 receive a rebate. An applicant is eligible to receive an
42 additional maximum rebate of \$25,000 per vehicle up to a total

228959 - h285-strike.docx

Published On: 10/20/2015 6:49:31 PM



Amendment No. 1

43 of \$250,000. All of the unexpended balance remaining for the
44 program fiscal year may be used by the department to award the
45 additional rebates described in this section. At the conclusion
46 of the June 1-June 30 application period, the department shall
47 determine the rebate eligibility of each applicant in accordance
48 with the requirements of this section and department rule.
49 Eligible governmental applicants shall have preference and will
50 receive funding on a first-come, first-served basis, determined
51 by the date the application is received. Any remaining
52 unencumbered funds shall be awarded to eligible commercial
53 applicants on a first-come, first-served basis, determined by
54 the date the application is received. All natural gas fuel fleet
55 vehicles eligible for the rebate must comply with applicable
56 United States Environmental Protection Agency emission
57 standards.

58 (5) RULES.—The department shall adopt rules to implement
59 and administer this section ~~by December 31, 2013~~, including
60 rules relating to the forms required to claim a rebate under
61 this section, the required documentation and basis for
62 establishing eligibility for a rebate, procedures and guidelines
63 for claiming a rebate, and the collection of economic impact
64 data from applicants.

65 Section 2. This act shall take effect July 1, 2016.