

**Palm Beach County, Florida**  
**MOVING ORDINANCE**  
2005-007

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1           WHEREAS, many of these moves originate and terminate in Palm Beach County;  
2    and

3           WHEREAS, in an effort to ensure regional consumer protection with regard to  
4    moving and storage in Palm Beach, Broward and Dade Counties, all three counties have  
5    agreed to enact similar County Ordinances to regulate the moving and storage industry; and

6           WHEREAS, Chapter 125, Florida Statutes, establishes the right and power of  
7    counties to provide for the health, welfare and safety of the existing and future residents by  
8    enacting such regulation as necessary for the protection of the public.

9           NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY  
10   COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

11   **Section 1. Short Title.**

12   This Ordinance shall be known as the "Palm Beach County Moving Ordinance".

13

14   **Section 2. Definitions.**

15   For the purposes of this Ordinance, the following definitions shall apply:

16           (1)    Accessorial (additional) services shall mean any service performed by  
17   a mover which results in a charge to the shipper and is incidental to the  
18   transportation service; including, but not limited to: valuation coverage; preparation  
19   of written inventory; equipment, including dollies, hand trucks, pads, blankets, and  
20   straps; storage; packing; unpacking; or crating of articles; hoisting or lowering;  
21   waiting time; long carry (carrying articles excessive distances between the mover's  
22   vehicle and the residence); overtime loading and unloading; reweighing; disassembly

1 or reassembly; elevator or stair carrying; boxing or servicing of appliances; and  
2 furnishing of packing or crating materials. Accessorial services also include services  
3 not performed by the mover but by a third party at the request of the shipper or  
4 mover, if the charges for such services are to be paid to the mover by the shipper at  
5 or prior to the time of delivery.

6 (2) Advertising shall mean to advise, announce, give notice of, publish,  
7 or call attention by use of oral, written, or graphic statement made in a newspaper,  
8 telephone directories or other publication or on radio or television, any electronic  
9 medium, or contained in any notice, handbill, sign, including signage on the vehicle,  
10 flyer, catalog or letter, or printed on or contained in any tag or label (excluding  
11 inventory labels) attached to or accompanying any good.

12 (3) Broker shall mean one who acts as an agent, whether independently  
13 or on behalf of, any moving company in negotiating, providing estimates or  
14 contracting for household moving services.

15 (4) Commission shall mean the Board of County Commissioners of Palm  
16 Beach County, Florida.

17 (5) Compensation shall mean money, fee, emolument, quid pro quo,  
18 barter, remuneration, pay, reward, indemnification, or satisfaction.

19 (6) Contract for service/Bill of lading shall mean a written document  
20 prepared by the mover and approved by the shipper in writing, prior to the  
21 performance of any service, which authorizes services from the named mover and  
22 lists the services and all costs associated with the transportation of household goods  
23 and accessorial services to be performed on behalf of the shipper.

1           (7)    DCA shall mean the Palm Beach County Division of Consumer  
2 Affairs or any other title approved for this organization by the Commission.

3           (8)    Director shall mean the Director of the Palm Beach County Division  
4 of Consumer Affairs or his or her designee.

5           (9)    Estimate shall mean a written document provided to the prospective  
6 shipper which sets forth the total cost and the basis of said costs related to a shipper's  
7 move, which shall include, but not be limited to, transportation or accessorial  
8 services.

9           (10) Household goods shall mean personal effects or other personal  
10 property found in a home, personal residence, storage facility, or other location,  
11 where the shipper is the owner or agent of the owner of the items. This definition  
12 includes personal property held or found in a storage or warehouse facility which is  
13 owned or rented by a shipper or his or her agent. This definition does not include  
14 freight or personal property moving to or from a factory, store, or other place of  
15 business.

16          (11) Inventory shall mean a detailed descriptive list of all the goods,  
17 furniture, boxes, etc. that are tendered to the mover by the shipper showing the  
18 number and condition of each item.

19          (12) Mover/Moving Company shall mean any person who engages in the  
20 transportation and/or shipment of household goods for compensation or any person,  
21 which holds himself out to the general public as engaging in the transportation and/or  
22 shipment of household goods for compensation.

23          (13) Person shall mean both plural and singular as the context demands

1 and shall include individuals, partnerships, corporations, companies, trusts, societies,  
2 associations, and any other legal entities whatsoever.

3 (14) Shipper shall mean any person who utilizes the services of a mover  
4 for the transportation and/or shipment of household goods. This term shall include  
5 any other person whom the shipper designates in writing.

6 (15) Storage shall mean warehousing of the shipper's goods while under  
7 the care, custody and control of the mover.

8 (16) Unfair or deceptive trade acts or practices shall mean unfair methods  
9 of competition, unconscionable acts or practices, and unfair or deceptive acts or  
10 practices in the conduct of any consumer transaction and shall include but are not  
11 limited to the following:

- 12 a. Representations that goods or services have sponsorship,  
13 approval, characteristics, ingredients, uses, benefits, or quantities which they do not  
14 have;
- 15 b. Representations that a mover or broker has a sponsorship,  
16 approval, status, affiliation or connection which he or she does not have;
- 17 c. Representations that goods are original or new if in fact they  
18 are not, or if they are deteriorated, altered, reconditioned, reclaimed, or second-hand;
- 19 d. Representations that goods are of a particular standard, brand,  
20 quality, style, or model, if they are of another;
- 21 e. Representations that goods or services are those of another, if  
22 they are not;
- 23 f. Using deceptive representations or designations of geographic

- 1 origin in connection with goods or services;
- 2 g. Advertising goods or services intending not to sell them as  
3 advertised;
- 4 h. Advertising goods or services with intent not to supply  
5 reasonable expectable public demand, unless the advertisement discloses a limitation  
6 of quantity;
- 7 i. Making false or misleading statements concerning the need  
8 for, or necessity of, any goods, services, replacements, or repairs;
- 9 j. Disparaging the goods, services, or business of another by  
10 false or misleading representations of fact;
- 11 k. Making false or misleading statements of fact concerning the  
12 reasons for the existence of, or amounts of price reductions;
- 13 l. Failing to return or refund deposits or advance payments for  
14 goods not delivered or services not rendered, when no default or further obligation of  
15 persons making such deposits or advance payments exists;
- 16 m. Taking consideration for goods or services intending not to  
17 deliver such goods or perform such services, or intending to deliver goods or provide  
18 services materially different from those contracted for, ordered or sold;
- 19 n. Offering gifts, prizes, free items, or other gratuities, intending  
20 not to provide them as offered in connection with the sale of goods or services to a  
21 consumer;
- 22 o. Making false or misleading statements concerning the  
23 existence, terms, or probability of any rebate, additional goods or services,

1 commission, or discount offered as an inducement for the sale of goods or services;

2 p. Using physical force, threat of physical force, or coercion in  
3 dealing with consumers;

4 q. Any violation of the Florida Deceptive and Unfair Trade  
5 Practices Act, Section 501.201 et seq., Florida Statutes.

6 (17) Vehicle Decal shall mean a decal placed upon any moving vehicle  
7 granted approval to provide moving services by the DCA.

8

9 **Section 3. Intent and Application.**

10 A. The provisions of this Ordinance shall be construed liberally to  
11 promote the following policies:

12 (1) To establish Palm Beach County law governing the  
13 transportation, shipment and affiliated storage of household goods.

14 (2) To address moving practices in Palm Beach County in a  
15 manner not inconsistent with federal law and the laws of this state and county  
16 relating to consumer protection.

17 B. The provisions of this Ordinance shall apply to the operations of any  
18 mover engaged in the intrastate transportation of household goods, except that this  
19 Ordinance shall not be construed to include shipments contracted by the United  
20 States, the state, or any local government or political subdivision thereof. The  
21 provisions of this Ordinance shall apply to all movers engaged in the transportation  
22 of household goods originating and terminating in Palm Beach County except that  
23 movers whose principal place of business is located outside of Palm Beach County

1 shall not be required to obtain an operating permit or decal from the DCA.

2 C. It is the intent of this Ordinance to secure the satisfaction and  
3 confidence of shippers and members of the public when utilizing a mover.

4 D. Nothing in this Ordinance shall be construed to remove the authority  
5 or jurisdiction of any federal, state, or local agency with respect to goods or services  
6 regulated or controlled under other provisions of law or ordinance.

7 E. This Ordinance does not apply to an act or practice required or  
8 specifically permitted by federal or state law.

9 F. All advertisements placed by movers shall furnish the complete  
10 business address, telephone number, and Palm Beach County Moving Permit  
11 Number of said mover.

12 G. The provisions of this Ordinance shall be applicable to the  
13 incorporated and unincorporated areas of the County. This Ordinance shall be  
14 effective in municipalities unless the municipality opts out or shall be effective up to  
15 the extent of conflict with the municipal ordinance.

16  
17 **Section 4. Operating Permit and Vehicle Decal Required; Denial,**  
18 **Suspension, and Revocation of Permit; Hearing; Appeals; Loss,**  
19 **Destruction, Mutilation of Operating Permit; Annual Renewal.**  
20

21 A. No moving company based in Palm Beach County shall engage in  
22 business, solicit business, or advertise as a mover of household goods originating in  
23 and terminating in Palm Beach County without first obtaining an operating permit  
24 and vehicle decal(s) from the DCA and maintaining such permit and decal(s) as  
25 required herein.

1           B.     Each mover shall annually register with the DCA for an operating  
2 permit and vehicle decal(s) and provide to the DCA: its legal business and trade  
3 name, current mailing address, and current business location for each place from  
4 which the mover operates a main office, branch office(s) or storage location(s); a  
5 designation of which location constitutes its principal place of business; a copy of the  
6 occupational license(s); the full names, current mailing addresses, current telephone  
7 numbers, and Federal tax identification numbers of its owners or corporate officers  
8 and directors; the Florida registered agent of the corporation or partnership; a  
9 statement listing the names of any other corporations, entities, or trade names  
10 through which any owner, corporate officer or director of the registrant was known  
11 or did business as a mover within the five (5) calendar years immediately preceding  
12 the year in which the mover is submitting the application for registration; proof of  
13 vehicle liability insurance and general liability insurance; cargo legal liability  
14 insurance; the Vehicle Identification Number ("VIN"), license tag number, and gross  
15 weight of each commercial motor vehicle operated by the mover; the number of  
16 employees who are currently employed; proof of workers' compensation insurance  
17 coverage required by Chapter 440, Florida Statutes, a state certificate of exemption,  
18 or a letter from the mover indicating that no such worker's compensation is required  
19 by law; and proof of all insurances required by Section 5 herein.

20           C.     Prior to any mover changing its permitted business location,  
21 telephone number or registered agent, said mover shall notify the DCA of such  
22 change in writing. The permit may be modified upon completion of the required  
23 forms and payment of a fee to be established by resolution of the Commission.

1           D.       No permit shall be valid for any mover under any other name or at  
2 any place other than that designated in the permit. A permit is not transferable or  
3 assignable, nor shall the ownership structure of the mover be so modified as to  
4 constitute a change in the control or ownership of the permit. If the business changes  
5 its name or ownership structure, then a new operating permit application and all  
6 permit fees shall be submitted to the DCA.

7           E.       The DCA shall require any person desiring to obtain a permit as a  
8 mover to do so on forms prescribed by the DCA. When obtaining a permit, changing  
9 a permit, or renewing a permit, each mover shall furnish to the DCA a non-  
10 refundable fee. All permit fees shall be established by resolution of the Commission.

11          F.       The DCA shall issue to each mover an operating permit in the form  
12 and size prescribed by the DCA. The permit number shall be preceded by "PBC#M".  
13 Such permit shall be prominently displayed to the public in the mover's primary  
14 place of business. The currently assigned permit number shall appear in all  
15 advertising, including telephone listings in any and all telephone directories (except  
16 for those occasions when a "business listing" that only includes the company name,  
17 address and phone number is gratuitously provided by the telephone directory  
18 publisher); on all forms; and on all commercial motor vehicles operated by the  
19 mover. The continued use, display, or advertising of an expired permit number shall  
20 be a violation of this Ordinance.

21          G.       The criteria for issuance of an operating permit shall be compliance  
22 by the applicant with all the applicable provisions of this Ordinance and submission  
23 to the DCA of a completed application for permit and applicable fees. Operating

1 permits may be issued by the DCA subject to such conditions, limitations, and  
2 restrictions imposed by the DCA as the DCA deems necessary to protect customers  
3 and consumers, provided such conditions, limitations, and restrictions are consistent  
4 with the provisions of this Ordinance. Violation of such a condition, limitation, or  
5 restriction of a permit shall be a violation of this Ordinance.

6 H. The DCA may deny or refuse to renew the operating permit of any  
7 mover based upon a determination that a mover or any of its directors, officers,  
8 owners, or general partners:

9 (1) Has failed to meet the requirements for initial application or  
10 renewal as provided in this section;

11 (2) Has been convicted of a crime involving fraud, dishonest  
12 dealing, or theft involving transportation and/or storage of household goods for  
13 compensation (the DCA is authorized to conduct criminal background checks to  
14 obtain such information from the Florida Department of Law Enforcement or any  
15 other government agency);

16 (3) Has not satisfied a civil fine or penalty arising out of any  
17 administrative or enforcement action brought by any governmental agency or private  
18 person based upon conduct involving fraud or dishonest dealing, or any violation of  
19 this Ordinance;

20 (4) Has committed a fraudulent transfer of a moving company as  
21 described in Section 22;

22 (5) Has had a judgment or administrative order entered against it,  
23 him, or her in any action brought by the DCA under the provisions of this Ordinance;

1 or

2 (6) Has been denied registration by the Florida Department of  
3 Agriculture and Consumer Services.

4 I. Any operating permit issued to any mover based upon the  
5 presentation by such mover of false identification or information, or identification  
6 not current with respect to name, address, and place of employment, or any other fact  
7 material to such permit, shall be void.

8 J. The DCA may revoke or suspend an operating permit issued pursuant  
9 to the provisions of this Ordinance if the DCA determines that the applicant has:

10 (1) Violated any provision of this Ordinance;

11 (2) Misrepresented or concealed a fact on the application, renewal  
12 application or replacement application for an operating permit;

13 (3) Aided or abetted a person who has not obtained a permit to  
14 evade or avoid the provisions of this Ordinance;

15 (4) Engaged in any conduct as part of the performance of a  
16 contract for service which constitutes fraud, misrepresentation, or failure to disclose  
17 a material fact;

18 (5) Violated any condition, limitation, or restriction of a permit  
19 imposed by the DCA;

20 (6) Has been convicted of a crime involving fraud, theft or  
21 dishonest dealing involving transportation and/or storage of household goods for  
22 compensation;

23 (7) Failed to comply with the terms of a cease and desist order,

1 notice to correct a violation, written assurance of voluntary compliance, or any other  
2 lawful order of the Director, the DCA, or the Consumer Affairs Hearing Board  
3 and/or Hearing Officer; or

4 (8) Failed to obtain or maintain insurance as required by this  
5 Ordinance.

6 K. Two or more violations of the following provisions of this Ordinance  
7 which result in civil fines/penalties, judgments or administrative orders entered by  
8 the DCA and/or a conviction or plea of guilty or nolo contendere may result in the  
9 revocation, suspension or denial of the operating permit: Section 4.F., Section  
10 4.G.(2)., Section 4. O., Section 5., Section 6, Section 8.A., Section 8.B(5), Section 9 ,  
11 Section 10.B., Section 13, Section 15.A., Section 15.C., Section 16.A., Section 16.F.,  
12 and/or Section 18.D.

13 L. Upon denial, revocation, or suspension of a permit, the mover shall be  
14 entitled to an appeal according to the following:

15 (1) Administrative Appeal. Any moving company, which has had  
16 an operating permit, denied, revoked, or suspended by the DCA, may appeal such  
17 decision to the Consumer Affairs Hearing Board/Hearing Officer within twenty (20)  
18 days of receipt of the decision. A non-refundable filing fee must accompany the  
19 written request for appeal. The filing fee shall be established by resolution of the  
20 Commission. The appeal shall be reviewed at a hearing of the Consumer Affairs  
21 Hearing Board/Hearing Officer within sixty (60) days of receipt by the Division of  
22 the request for appeal.

23 (2) Administrative Appeal – Insurance. When an operating permit

1 has been suspended or revoked for failure of the mover to obtain or maintain  
2 required insurance and the mover wishes to appeal the suspension/revocation, the  
3 moving company may appeal such decision to the Consumer Affairs Hearing  
4 Board/Hearing Officer within 5 days of receipt of the decision. The appeal shall be  
5 heard by the Consumer Affairs Hearing Board/Hearing Officer within 10 days of  
6 receipt of the written appeal. A non-refundable filing fee must accompany the  
7 written request for appeal. The filing fee shall be established by resolution of the  
8 Commission. When the operating permit of a moving company has been denied,  
9 suspended or revoked, all household moves by that moving company shall  
10 immediately cease and all funds or deposits received by the moving company shall  
11 be returned to the shipper.

12 (3) Orders. At the conclusion of any hearing set forth in this  
13 section, the Consumer Affairs Hearing Board/Hearing Officer shall orally render its  
14 decision (order) based on evidence entered into the record. The decision shall be by  
15 motion approved by the affirmative vote of those members present and voting. The  
16 decision shall be stated in a written order and mailed to the moving company no later  
17 than ten (10) days after the hearing, and shall be deemed final agency action with  
18 regard to the matter appealed.

19 (4) Court Appeal. Any person may appeal a final determination  
20 of the Consumer Affairs Hearing Board/Hearing Officer within thirty (30) days of  
21 the rendition of the decision by filing a petition for writ of certiorari in the Circuit  
22 Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

23

1           M.     In the event of loss, destruction, or mutilation of an operating permit  
2 issued pursuant to the provisions of this Ordinance by the DCA, the person to whom  
3 the operating permit was issued may obtain a replacement thereof upon furnishing  
4 satisfactory proof of loss, destruction, or mutilation to the DCA and payment of the  
5 applicable fee established by resolution of the Commission. Applications for a  
6 replacement-operating permit shall include the following information:

- 7                   (1)     Name and address of the applicant;
- 8                   (2)     A verified explanation of the loss, destruction, or mutilation of  
9 the operating permit; and
- 10                  (3)     Such other items and information as may be required by the  
11 DCA.

12           N.     All moving permits shall be renewed annually. As part of the renewal  
13 process, the previous year's application shall be updated and verified by the  
14 applicant. Each updated renewal application shall be accompanied by a non-  
15 refundable fee, which shall be established by resolution of the Commission. All  
16 monies received shall be deposited in a separate Palm Beach County fund and shall  
17 be used to accomplish the purposes of this Ordinance. All moving permits, which are  
18 not renewed, shall automatically expire upon the expiration date of the permit, as  
19 stated on the permit, and all moving and storage services permitted thereunder shall  
20 cease immediately. The Director shall deny renewal applications that are not timely,  
21 are incomplete, are untrue in whole, or in part, are not accompanied by the required  
22 non-refundable fees or results in a determination by the Director that an applicant has  
23 failed to satisfy the requirements of this Ordinance.

1           O.     Each permitted moving company shall obtain a decal from the DCA  
2 for each vehicle used for moving household goods. A non-refundable vehicle decal  
3 fee shall be remitted to the DCA in an amount established by resolution of the  
4 Commission along with a complete description of each vehicle. Upon issuance of a  
5 vehicle decal, such decal shall be affixed to the lower left corner of the front window  
6 in the vehicle at all times. The vehicle decal remains the property of Palm Beach  
7 County and shall be used only under the authority of the DCA. Annual replacement  
8 vehicle decals shall be obtained upon application to the DCA evidencing continued  
9 compliance with the provisions of this Ordinance, and payment of a fee in an amount  
10 established by resolution of the Commission. No vehicle decal may be sold,  
11 assigned, or otherwise transferred. If a vehicle is destroyed or sold, the mover must  
12 remove said vehicle decal (if in existence) and surrender the remains to the DCA. A  
13 non-refundable fee for replacing decals shall be established by resolution of the  
14 Commission.

15           Vehicle decals used by moving companies for short-term rental vehicles must  
16 be affixed to the magnetic sign as required in Section 6.

17           P.     Each vehicle decal and moving permit issued pursuant to this section  
18 shall be valid and effective for one (1) year, terminating on May 31 of each year.  
19 Failure to submit a moving permit application and the required fees for renewal by  
20 April 30 of each year will result in the assessment of a non-refundable late fee. The  
21 late fee shall be established by a resolution of the Commission.

22           Upon submission of an application, the DCA may provide the mover  
23 with a receipt which shall constitute a provisional moving permit and shall be valid

1 for no longer than forty-five (45) calendar days or until the issuance or denial of the  
2 moving permit, whichever comes first.

3 Movers failing to submit a complete and true application within thirty  
4 (30) calendar days after the DCA's receipt of the application, shall be denied a  
5 moving permit. Within ten (10) business days of receipt of the DCA's notice of  
6 denial, such movers may refile a complete and true application and pay a non-  
7 refundable re-filing fee established by a resolution of the Commission. Failure to  
8 refile an application within this ten (10) day period will result in the mover being  
9 required to submit a new application and repaying the non-refundable permit fee and  
10 vehicle decal fees.

11 Q. Moving companies that are new and opening for business for the first  
12 time and desire to operate in Palm Beach County must secure an operating permit  
13 and follow the permitting procedures described in this section prior to conducting  
14 business. If there are six months or less remaining before the annual renewal period,  
15 the fee for the operating permit shall be fifty (50) percent of the approved fee,  
16 otherwise all other fees are applicable.

17  
18

19 **Section 5. Evidence of Cargo Legal Liability and Motor Vehicle**  
20 **Insurance Coverage.**

21  
22

A. The minimum amounts of cargo legal liability insurance and motor  
23 vehicle insurance coverage provided by movers shall be as follows:

24 (1) Cargo legal liability insurance coverage for loss or damage to  
25 household goods in the amount of no less than Fifty Thousand Dollars (\$50,000.00)

1 in or on any one vehicle.

2 (2) Motor vehicle combined bodily injury and property damage  
3 liability insurance, covering all owned and hired vehicles, which shall be issued by  
4 an insurance carrier or company which is a participant in the Florida Insurance  
5 Guaranty Association and which shall be in accordance with the following:

6 (a) One Hundred Thousand Dollars (\$100,000.00) per  
7 occurrence for a commercial motor vehicle with a gross vehicle weight of less than  
8 26,000 pounds.

9 (b) Two Hundred Fifty Thousand Dollars (\$250,000.00)  
10 per occurrence for a commercial motor vehicle with a gross vehicle weight of 26,000  
11 pounds or more, but less than 44,000 pounds.

12 (c) One Million Dollars (\$1,000,000.00) per occurrence  
13 for a commercial motor vehicle with a gross vehicle weight of 44,000 pounds or  
14 more.

15 B. A properly completed Certificate of Insurance evidencing all  
16 insurance coverages shall be made available to the DCA upon application for an  
17 operational permit. In addition, the policy shall provide an endorsement providing  
18 for 30 days written notice to the DCA of any material change, expiration or  
19 cancellation of the policy. Certificates of Insurance must contain the following name  
20 and address as the Certificate Holder:

21 Board of County Commissioners of Palm Beach County  
22 c/o Division of Consumer Affairs  
23 50 South Military Trail, Suite 201  
24 West Palm Beach, FL 33415  
25

1 Evidence of the renewal of the policy shall be filed with the DCA prior to  
2 such policy's expiration date. Failure to file such evidence of insurance, or failure to  
3 have same in full force and effect, may result in denial, revocation or suspension of  
4 the permit, a denial of renewal of such permit, issuance of a civil citation, a  
5 misdemeanor conviction or other such remedies available to the DCA herein. The  
6 insurance carrier or company must qualify as an insurance company authorized to  
7 transact insurance in the State of Florida.

8 C. Moving companies renting or acquiring moving vehicles for short-  
9 term/temporary use must provide proof that the required minimum cargo legal  
10 liability insurance is applicable to such short-term/temporary use vehicles.

11

## 12 **Section 6. Moving Vehicles Signage.**

13 Each moving vehicle must clearly display on the exterior of the driver and  
14 passenger side in contrasting colors permanently affixed letters that are at least 2"  
15 high for the moving company's name and permit number and at least 1 1/4" high for  
16 the moving company's physical address and telephone number. If the short-term use  
17 of a rental vehicle by a moving company is necessary, at a minimum, the same  
18 information and requirements must be affixed to the vehicle through the use of  
19 magnetic signs. Decals used for short-term rental vehicles must be affixed to the  
20 magnetic signs.

21

## 22 **Section 7. Estimates of Moving Costs.**

23 A. A mover shall provide to a prospective shipper a written estimate of

1 the costs, which will be charged, for the transportation, and accessorial (additional)  
2 services incidental to the move of said prospective shipper's household goods. No  
3 mover shall charge for preparing an estimate unless, prior to preparing the estimate,  
4 the mover:

5 (1) Clearly and conspicuously discloses in writing to the  
6 prospective shipper the amount of the charge for the preparation of the estimate or, if  
7 the amount cannot be determined, the complete basis upon which the charge will be  
8 calculated; and

9 (2) Obtains the prospective shipper's written authorization to  
10 prepare an estimate.

11 B. It is a violation of this Ordinance for a mover to require a prospective  
12 shipper to waive his or her right to a written estimate. A prospective shipper cannot  
13 waive his or her right to a written estimate.

14 C. The written estimate provided to the prospective shipper shall, at a  
15 minimum, include the following:

16 (1) The current name, telephone number, permit number and  
17 physical address, of the mover at which employees of the mover are available during  
18 normal business hours;

19 (2) The name and address of the shipper, including the addresses  
20 at which the items are to be picked up and delivered, if known, and, if available, a  
21 telephone number where the shipper may be reached;

22 (3) The name, telephone number, and physical address of the  
23 storage facility/warehouse where the goods will be held pending further

1 transportation, if applicable;

2 (4) A complete breakdown and description of all costs and  
3 services for transportation and accessorial (additional) services to be provided during  
4 the move and/or storage of household goods. The mover shall provide a total of all  
5 costs to the shipper;

6 (5) The method of payment, subject to the provisions of Section  
7 13 (an alternative is to use the Palm Beach County “Household Moving Company  
8 Disclosures” form); and

9 (6) A statement regarding the mover's limitation of liability,  
10 subject to the provisions of Section 15 (an alternative is to use the Palm Beach  
11 County “Household Moving Company Disclosures” form):

12 PURSUANT TO COUNTY ORDINANCE THE MOVING  
13 COMPANY IS REQUIRED TO PROVIDE YOU WITH A  
14 WRITTEN ESTIMATE OF THE TOTAL COST OF YOUR  
15 MOVE. IT IS A VIOLATION OF COUNTY ORDINANCE  
16 FOR A MOVER TO FAIL TO RELINQUISH HOUSEHOLD  
17 GOODS AND TO FAIL TO PLACE THE GOODS INSIDE  
18 YOUR DWELLING WHEN PAYMENT IS TENDERED IN  
19 THE AMOUNT SPECIFIED IN THE WRITTEN ESTIMATE.  
20 PLEASE REVIEW THIS DOCUMENT TO MAKE SURE  
21 THE ESTIMATE IS COMPLETE  
22

23 D. Prior to performing any transportation or accessorial (additional)  
24 service, a copy of the estimate, signed by the mover, shall be delivered to the  
25 prospective shipper. In addition, the mover shall maintain a copy as part of its  
26 records.

27 E. Nothing in this Ordinance shall be construed to require a prospective  
28 shipper to enter into a contract for service with a mover based upon the issuance of

1 an estimate.

2 F. The estimate and disclosure may be provided on the same form as the  
3 contract for service.

4 G. No mover shall provide an oral estimate to any prospective shipper  
5 without subsequently providing an estimate in written form as required by this  
6 Ordinance. If a mover utilizes the services of a broker, the mover shall accept the  
7 broker's estimate.

8 H. It is a violation of this Ordinance to fail to comply with this section.  
9

10 **Section 8. Contract for Service/ Bill of Lading.**

11 A. Prior to the performance of any service by a mover on behalf of a  
12 shipper, the mover shall prepare a written contract for service which shall be  
13 approved, signed, timed and dated by the shipper (or the shipper's agent) and the  
14 mover with a copy provided to the shipper.

15 B. A contract for service shall clearly and conspicuously disclose, at a  
16 minimum, the following:

17 (1) The current name, telephone number, permit number and  
18 physical address of the mover at which employees of the mover are on duty during  
19 business hours;

20 (2) The name and address of the shipper, including the addresses  
21 at which the items are to be picked up and delivered, and, if available, a telephone  
22 number where the shipper may be reached;

23 (3) The name, telephone number, and physical address of the

1 storage facility/ warehouse where the goods will be held pending further  
2 transportation, if applicable;

3 (4) The agreed pickup and delivery dates, or the period of time  
4 within which pickup, delivery, or the entire move will be accomplished;

5 (5) A complete breakdown and description of all costs and  
6 services for transportation and accessorial (additional) services to be provided during  
7 a move and/or storage of household goods. The mover shall provide a total of all  
8 costs to the shipper;

9 (6) The method of payment, subject to the provisions of Section  
10 13;

11 (7) The maximum amount required to be paid by the shipper to  
12 the mover at the time of delivery, subject to the provisions of Section 10;

13 (8) The name and telephone number of any other person who may  
14 authorize pickup or delivery of any items to be transported, if the shipper designates  
15 such person in writing;

16 (9) A statement regarding the mover's limitation of liability,  
17 subject to the provisions of Section 15;

18 (10) A brief description of the mover's procedures for complaint  
19 handling which shall include a physical address and telephone number at which the  
20 shipper may contact the mover; and

21 (11) If the cost for services provided is based on weight, a  
22 statement, which provides that the shipper has a right to observe any weighing before  
23 and after loading. All goods shall be weighed on a state certified scale and weight

1 tickets shall be retained and supplied to the shipper and the DCA upon request.

2

3 **Section 9. Disclosure Statement Required.**

4 The disclosures included in this Section and Section 15 shall be provided to  
5 the shipper either in the contract for service or through the Palm Beach County  
6 “Household Moving Company Disclosures” form. The disclosures must be printed in  
7 letters of at least a 12-point type. The “Household Moving Company Disclosures”  
8 must be signed by the shipper and mover prior to the signing of the contract for  
9 service. Disclosures/forms should be given to the shipper for review when the  
10 written estimate is provided. Disclosure documents must be signed by all parties  
11 before any work is performed. An executed copy shall be provided to the shipper  
12 and the original shall be kept and maintained by the mover. The disclosures required  
13 are:

- 14 A. **PLEASE READ CAREFULLY**  
15 If you have questions or complaints unable to be  
16 resolved by the moving company, please contact the  
17 Palm Beach County Consumer Affairs Division,  
18 TELEPHONE: 561-712-6600 (Boca/Glades toll free1-  
19 888-852-7362). Website: [www.pbcgov.com/consumer](http://www.pbcgov.com/consumer)  
20 (or current phone numbers and website address as may be  
21 changed from time to time).  
22
- 23 B. **Contract for Service**  
24 This contract for service is required and must include  
25 all of the terms and costs associated with your move.  
26 You are required to disclose all relevant information  
27 about your move to the moving company. Do not sign  
28 the contract unless it is given to you prior to wrapping,  
29 packing or loading your goods or if the total cost of  
30 your move is not clearly shown. You are entitled to a  
31 completed/signed copy of the contract. The moving  
32 company is required to deliver your goods inside your

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dwelling or designated area when you pay no more than the maximum amount stated in the contract.

C. **Form of Payment**

Your moving company must accept at least two of the following payment methods:

\_\_\_\_\_ Cash (Includes cashier’s check, money order or traveler’s check)

\_\_\_\_\_ Personal Check (Must show imprinted name and address)

\_\_\_\_\_ Credit Card (Must include but is not limited to VISA or MasterCard)

D. **Inventory**

A written inventory of your household goods is required to be prepared by the moving company at no additional charge when: 1) the move is not performed point-to-point, 2) your goods are placed in storage, 3) your goods are not delivered on the same day they were picked up or 4) more than one consumer’s goods are on the same moving vehicle. The written inventory must be signed by the moving company representative and you or your designated representative. In other circumstances, you may request an inventory and the moving company may charge for preparing the inventory after clearly and conspicuously disclosing in writing the charge.

E. **Damage or Other Claim**

You have up to sixty (60) days after the completion of the delivery of your household goods to notify the moving company, in writing, of any claim for loss, damage, or delay in relation to your move. This does not limit any other legal remedy available to you.

F. ALTERNATIVE DISCLOSURE FORM

The DCA shall have authority to establish an alternative disclosure form(s) as long as the alternative disclosure form(s) complies with the essential elements of the disclosure requirements of this Ordinance.

1 **Section 10. Charges in Excess of Written Estimate; Unlawful**  
2 **Charges; Refusal to Relinquish Goods Prohibited.**  
3

4 A. It shall be a violation of this Ordinance for a mover to fail to  
5 relinquish household goods and/or to fail to place the goods inside the shipper's  
6 dwelling when payment is tendered in the amount specified in the written estimate or  
7 contract/bill of lading. A mover shall not demand payment until the contracted  
8 shipment arrives at the destination and prior to unloading the household goods. A  
9 mover may not refuse to relinquish prescription medicines and goods for use by  
10 children, including children's furniture, clothing, or toys, under any circumstances.

11 B. It shall be a violation of this Ordinance for a mover to fail to  
12 relinquish to a shipper any or all of the shipper's household goods or to fail to  
13 complete in a timely manner all transportation and accessorial (additional) services  
14 required to be performed pursuant to the contract for service. Any change orders  
15 must be initialed by the shipper.

16 C. Circumstances preventing the mover from obtaining reasonable  
17 access to the place of origin and/or destination, and for which the mover had no prior  
18 knowledge, may result in a change order/addendum to the contract. The mover shall  
19 provide a written explanation of such excess charges to the shipper along with the  
20 total cost of the additional service(s), which shall be authorized and signed by the  
21 shipper. It shall be a violation of the Ordinance to withhold delivery of household  
22 goods if payment has been made as delineated in the contract for service.

23 D. A mover that lawfully fails to relinquish a shipper's household goods  
24 may place the goods in storage until payment is tendered; however, the mover must

1 notify the shipper of the location where the goods are stored and the amount due  
2 within 5 days after receipt of a written request for that information from the shipper  
3 which request must include the address where the shipper may receive the notice. A  
4 mover may not require a prospective shipper to waive any rights or requirements  
5 under this Ordinance.

6 E. If a mover requires a shipper to pay a deposit, said deposit shall be  
7 disclosed in writing on the estimate and/or contract/bill of lading and in no event  
8 shall the deposit exceed twenty percent (20%) of the total estimate or contract/bill of  
9 lading. A mover who accepts a deposit shall be obligated to conduct the move  
10 pursuant to the terms of the estimate and/or contract/bill of lading and shall not be  
11 permitted to broker the move. If the shipper cancels 48 hours prior to the scheduled  
12 or proposed date of the services, the moving company shall return all deposits.

13 F. In the event the moving company cancels or attempts to reschedule  
14 the move, the moving company shall refund to the shipper all monies paid including  
15 but not limited to, deposits, charges for estimates, and inventory, unless the shipper  
16 agrees to reschedule the move. Nothing herein shall prevent the shipper from  
17 pursuing legal action based on the mover's failure to conduct the move.

18

19 **Section 11. Brokers.**

20 A. Brokers shall comply with the terms of this Ordinance, including but  
21 not limited to Section 7, and shall be held responsible for any violations of this  
22 Ordinance.

23 B. Brokers shall only utilize the services of a moving company permitted

1 or registered to conduct household moves by the DCA and/or the State of Florida.

2 C. A broker may provide estimates on behalf of the mover, however, the  
3 mover shall adopt the broker's estimate as a mover issued estimate and incorporate it  
4 into the contract for service and/or bill of lading for purposes of compliance with this  
5 Ordinance.

6 D. At least 72 hours prior to the move, the broker shall provide written  
7 disclosure to the shipper that the move will be brokered and provide the name,  
8 physical address, phone number and contact person of the permitted/registered  
9 moving company actually performing the household move. The shipper may cancel  
10 the move at his or her discretion and the broker shall refund all monies paid.

11 E. A broker shall provide to a prospective shipper a written estimate of  
12 the costs, which will be charged, for the transportation, and accessorial (additional)  
13 services incidental to the move of said prospective shipper's household goods. No  
14 broker shall charge for preparing an estimate unless, prior to preparing the estimate,  
15 the broker clearly and conspicuously discloses in writing to the prospective shipper  
16 the amount of the charge for the preparation of the estimate.

17 F. It is a violation of this Ordinance for a broker to require a prospective  
18 shipper to waive his or her right to a written estimate. A prospective shipper cannot  
19 waive his or her right to a written estimate.

20 G. The written estimate provided to the prospective shipper shall, at a  
21 minimum, include the requirements from Section 7C, D, E, F and G of this  
22 Ordinance.

23

1           H.     In the event a different mover appears on the scene other than the  
2 mover identified in the written estimate, the new mover shall be required to adhere to  
3 the same terms as defined in the written estimate and must secure the approval of the  
4 shipper in order to conduct the move. Failure of the new mover to conduct the move  
5 as defined in the written estimate is a violation of this Ordinance.

6           I.     It is a violation of this Ordinance to fail to comply with this section.

7  
8     **Section 12. Inventory.**

9           A written inventory of the shipper's household goods shall be prepared by the  
10 mover at no additional charge to the shipper when: 1) the move is not performed  
11 point-to-point; 2) the goods which are the subject of the move are placed in storage;  
12 3) the goods are not delivered on the same day they were picked up; or 4) more than  
13 one shipper's goods are on the moving vehicle at the same time. The written  
14 inventory shall be signed by the mover and the shipper at both the origin and  
15 destination. Under any other circumstances, the shipper may request an inventory  
16 and the mover may charge for preparing the inventory after clearly and  
17 conspicuously disclosing in writing to the shipper the amount of the charge for the  
18 preparation of the inventory.

19  
20     **Section 13. Acceptable Forms of Payment.**

21           A mover shall accept a minimum of two (2) of the three (3) following forms  
22 of payment:

23           (1)     Cash, cashier's check, money order, or traveler's check;

1           (2)     Personal check, showing upon its face the name and address of the  
2 shipper or authorized representative; or

3           (3)     Credit card, which shall include but not be limited to Visa or  
4 MasterCard.

5           A mover shall clearly and conspicuously disclose to the shipper in the  
6 contract for service and the estimate, which methods of payment the mover will  
7 accept. A mover shall not refuse to relinquish household goods to a shipper or fail to  
8 place the goods inside a shipper's dwelling based on the mover's refusal to accept an  
9 acceptable form of payment.

10

11     **Section 14. Reasonable Dispatch.**

12           Except when delays are caused by actions of the shipper, the following shall  
13 apply:

14           A.     A mover shall transport all shipments on the dates and the time period  
15 agreed upon by the mover and the shipper as specified in the contract for service.

16           B.     A shipper may seek recourse through filing a complaint with the DCA  
17 (pursuant to Section 19) or in a court of competent jurisdiction if a mover fails to  
18 perform either pickup or delivery or any accessorial (additional) services as agreed  
19 upon in the contract for service and/or the shipper incurs any expenses that would  
20 not otherwise have been incurred.

21

22

23

1 **Section 15. Liability of Movers; Limitation and Disclosure.**

2           A.     It shall be a violation of this Ordinance for a mover to limit its  
3 liability of a shipment of household goods to an amount less than 60 cents per pound  
4 per article. A mover shall provide said minimum valuation coverage with no  
5 deductible and at no charge to a shipper.

6           B.     As an option, a mover shall offer to the shipper additional valuation  
7 coverage for loss or damage to household goods. The cost to purchase this additional  
8 valuation coverage, including any deductible, shall be disclosed to the shipper on the  
9 estimate, contract and disclosure form prior to the move. Said additional valuation  
10 coverage shall not exceed the declared value of the shipment or the cargo legal  
11 liability insurance actually carried by the mover and available to the shipper on any  
12 one vehicle. The shipper shall be entitled to a written and clear explanation of the  
13 specific benefits being provided when purchasing such additional valuation coverage  
14 including whether the mover will repair or replace damaged/lost items. A mover  
15 may utilize a third party insurance carrier to provide such additional protection and  
16 benefit to the shipper.

17           C.     The rejection or selection of valuation coverage shall be made in  
18 writing on a disclosure form prescribed by the DCA and provided to the shipper with  
19 the written estimate. The disclosure form must be signed by the shipper at the time  
20 the contract is signed and prior to any work being performed. The original shall be  
21 given to the shipper. The heading of the form shall be in 12-point bold type and shall  
22 state:

23

1 PLEASE READ CAREFULLY  
2

3 **VALUATION COVERAGE**

4 **Standard Valuation Coverage:** If your goods become  
5 damaged or lost, the moving company may be required to  
6 reimburse you to a maximum amount of only sixty cents (.60)  
7 per pound/per article which is considerably less than the  
8 average value of household goods. There is no additional cost  
9 or deductible for this coverage. (Example: If you have a 5  
10 pound table lamp worth \$300 and it is damaged or lost, you are  
11 only entitled to a maximum reimbursement of \$3.)  
12

13 **Additional Valuation Coverage:** This coverage is  
14 available at an additional cost to compensate you for  
15 goods lost or damaged at an amount closer to the  
16 declared or replacement value or cost to repair the  
17 property or goods. The additional coverage may contain a  
18 negotiated deductible. If a deductible applies, it must be  
19 disclosed in the contract and initialed by you. You may  
20 still be entitled to the standard valuation coverage of \$.60  
21 per pound.  
22  
23

24 **Section 16. Records, Inquiry or Complaint Handling; Inspection.**  
25

26 A mover shall maintain records, pertaining to any and all documents relating  
27 to moves, which shall include, but not be limited to, all estimates and contracts for  
28 services, bills of lading, inventories, disclosure forms, contract addendums, damage  
29 claims and third party insurance contracts for a period of at least three (3) years from  
30 the date of completion of performance of the contract for service. Records shall be  
31 made available for inspection and copying within 1 business day, upon the written  
32 demand by the DCA for all moves, which occurred within the preceding twelve (12)  
33 months. Records of all moves which occurred more than twelve (12) months prior to  
34 DCA's request shall be made available for inspection and copying within five (5)

1 business days of the mover's receipt of a written request from the DCA.

2 B. A mover shall establish and maintain a procedure for responding to  
3 inquiries and complaints from shippers. The procedure shall include a means  
4 whereby the shipper may communicate with the principal office of the mover by  
5 telephone. This procedure and telephone number shall be stated on the contract.

6 C. The mover shall retain and make part of the file relating to a shipment  
7 a written record of all complaints and inquiries received from a shipper.

8 D. All complaints and inquiries on file with the DCA pertaining to a  
9 contract for service or a mover shall be a public record open to public inspection as  
10 required by state law.

11 E. It shall be unlawful for the operator of the moving vehicle to conduct  
12 a move unless the moving vehicle operator providing such service maintains in his  
13 possession the completed written estimate and signed contract for service(s). Each  
14 completed written estimate and signed contract for service(s) shall be available for  
15 inspection on demand by DCA personnel or county Sheriff/municipal police officers,  
16 at any time during the period of the move.

17

18 **Section 17. Collection of Freight Charges on Shipments Involving**  
19 **Loss or Destruction in Transit.**

20

21 No mover shall collect, or shall require a shipper to pay any charges when all  
22 of the shipper's household goods are totally lost or destroyed.

23

24

1 **Section 18. Claims.**

2           A.     No claim against a mover for damage shall be denied solely because  
3 the damage was not noted at the time of delivery. If a shipper files a claim for loss or  
4 damage not noted at the time of delivery, a mover remains obligated to investigate  
5 such claim. A shipper does not waive his or her right to a claim for damages solely  
6 by acknowledging receipt of the household goods on a bill of lading, contract, or  
7 other document.

8           B.     Whenever a mover requires a signed statement acknowledging  
9 delivery or receipt of items, the statement shall include a clear and conspicuous  
10 notice that the shipper may make notations regarding the household goods as  
11 delivered, and that the shipper may file a claim with the mover for lost or damaged  
12 household goods.

13           C.     Pursuant to this Ordinance, a shipper shall have a period of up to sixty  
14 (60) days after the completion of delivery of the household goods to notify a mover  
15 in writing of any claim for loss, damage, or delay resulting from the performance of  
16 its contract for service. Said limitation shall not be construed to limit any other  
17 remedy the shipper may have available at law.

18           D.     Each claim filed against a mover shall be promptly and thoroughly  
19 investigated by the mover. If the claim cannot be resolved within thirty (30) days,  
20 the mover shall advise the claimant of the status of the claim and the reason for the  
21 delay in writing. A mover shall either object to or resolve a claim filed by a shipper  
22 and notify the shipper in writing no later than ninety (90) days after receipt of the  
23 claim.

1           E.       When a claim asserted against the mover for loss of an item or an  
2   entire shipment cannot otherwise be authenticated upon investigation, the mover may  
3   request from the shipper, and the shipper shall be required to sign, a sworn written  
4   statement that the household goods for which the claim is filed have not been  
5   received from any other source. If the shipper presents a false or fraudulent  
6   statement, the shipper shall be liable for damages to the mover.

7           F.       When a claim is settled on damaged item(s), the shipper shall retain  
8   possession of said item(s), unless the claim settlement is equal to the full value of  
9   said item(s).

10

11   **SECTION 19. Consumer Complaints.**

12           A.       Any person aggrieved by one of the following circumstances may file  
13   a written complaint with the DCA:

14                   (1)     A violation of this Ordinance;

15                   (2)     A mover who fails to perform any service pursuant to the  
16   terms and conditions as agreed upon in the contract for service; or

17                   (3)     Any claim as described in Section 8, which cannot be  
18   otherwise, resolved.

19           B.       Said complaint shall include a brief statement of the allegations upon  
20   which the complaint is based.

21           C.       Upon receipt of said complaint, the Director shall take all action  
22   deemed appropriate, if any, including but not limited to: mediation; issuance of  
23   citations and/or cease and desist orders; further administrative action; requests for

1 temporary and permanent injunctions; or dismissal of the complaint.

2

3 **Section 20. Cease and Desist Order.**

4 A. If the DCA, after due investigation, has reason to believe that a  
5 mover/broker has been or is violating any of the provisions of this Ordinance, then  
6 the DCA may cause to be served by personal service, certified mail or posting in a  
7 conspicuous place at the mover's/broker's place of business, a demand to cease and  
8 desist, stating the charges and shall incorporate and set out the following:

9 (1) The name of the complainant;

10 (2) The alleged charge and approximate date of the commission of  
11 the act;

12 (3) The section of the ordinance alleged to be involved.

13 B. Any moving company/broker which has been issued a cease and  
14 desist order by the DCA may appeal such order to the Consumer Affairs Hearing  
15 Board/Hearing Officer within twenty (20) days of receipt of the order. A  
16 nonrefundable filing fee must accompany the written request for appeal. The filing  
17 fee shall be established by resolution of the Commission. The appeal shall be  
18 reviewed at a hearing of the Consumer Affairs Hearing Board/Hearing Officer within  
19 sixty (60) days of receipt by the DCA of the request for appeal.

20 C. The Board shall keep a full record of the hearing, which record shall  
21 be public and open to inspection by any person, and upon request, the Board shall  
22 furnish such party a copy of the hearing record, at such cost as the Commission  
23 deems appropriate.

1           D.     Procedure at hearings: At the hearing, the mover/broker may be  
2 represented by counsel and may bring all original documents and other data pertinent  
3 to the case; and will be given an opportunity to present witnesses and evidence he or  
4 she may deem appropriate.

5           E.     The Consumer Affairs Hearing Board/Hearing Officer shall hear the  
6 cases on the agenda. All testimony shall be under oath or by affirmation and shall be  
7 recorded. Each case before the Consumer Affairs Hearing Board/Hearing Officer  
8 shall be presented by the DCA. The Consumer Affairs Hearing Board/Hearing  
9 Officer shall take testimony from County staff, if relevant, the alleged violator, and  
10 other relevant testimony. Formal rules of evidence shall not apply, but fundamental  
11 due process shall be observed and govern the proceedings. Upon determination of  
12 the chairperson, irrelevant, immaterial or unduly repetitious evidence may be  
13 excluded, but all other evidence of a type commonly relied upon by reasonably  
14 prudent persons in the conduct of their affairs shall be admissible including hearsay  
15 evidence, whether or not such evidence would be admissible in a trial in the courts of  
16 Florida. Due regard shall be given to the competent, reliable and technical evidence  
17 which will aid the Consumer Affairs Hearing Board/Hearing Officer in making a fair  
18 determination of the matter, regardless of the existence of any common law or  
19 statutory rule which might otherwise make improper the admission of such evidence.

20          F.     Any member of the Consumer Affairs Hearing Board/Hearing Officer  
21 or the attorney representing the DCA, may inquire of or question any witness before  
22 the Consumer Affairs Hearing Board/Hearing Officer. The alleged violator, or  
23 his/her attorney, shall be permitted to inquire of any witness before the Consumer

1 Affairs Hearing Board/Hearing Officer. The right to cross examine witnesses shall  
2 be preserved.

3 G. At the conclusion of the hearing, the Consumer Affairs Hearing  
4 Board/Hearing Officer shall orally render its decision (order) based on evidence  
5 entered into the record. The decision shall be by motion approved by the affirmative  
6 vote of those members present and voting. The Consumer Affairs Hearing  
7 Board/Hearing Officer's decision shall be transmitted to the mover/broker in the  
8 form of a written order including findings of fact and conclusions of law consistent  
9 with the record. The order shall be transmitted by certified mail/hand  
10 delivery/posting to the mover/broker within ten (10) days after the hearing. The  
11 order may include a notice that it must be complied with by a specified date.

12 H. Any person may appeal a final determination of the Consumer Affairs  
13 Hearing Board/Hearing Officer within thirty (30) days of the rendition of the  
14 decision by filing a petition for writ of certiorari in the Circuit Court of the Fifteenth  
15 Judicial Circuit in and for Palm Beach County, Florida.

16

17 **Section 21. Assurance of Voluntary Compliance.**

18 In the enforcement of this Ordinance, the DCA may accept an assurance of  
19 voluntary compliance with respect to any method, act, or practice deemed to be  
20 violative of law from any person who has engaged, or was about to engage in, such  
21 method, act, or practice. Any such assurance shall be a formal written agreement  
22 between the DCA and the mover/broker, approved as to form and legal sufficiency  
23 by the County Attorney's Office, and filed with the Clerk of the Circuit Court of the

1 Fifteenth Judicial Circuit. Such assurances of voluntary compliance may be  
2 conditioned on a commitment to reimburse consumers or any other appropriate  
3 corrective action such as the payment by the mover/broker of the costs of the  
4 investigation by the DCA. An assurance of voluntary compliance is not evidence of  
5 prior violation of this part, however, unless an assurance of voluntary compliance  
6 has been rescinded by agreement of the parties or voided by the Court for good  
7 cause, subsequent failure to comply with the terms of an assurance of voluntary  
8 compliance shall be deemed prima facie evidence of a violation of this Ordinance.  
9 No such assurance of voluntary compliance shall act as a limitation upon any action  
10 or remedy available to a person aggrieved by a violation of this Ordinance.

11           Every mover/broker desiring to negotiate an assurance of voluntary  
12 compliance shall be apprised of his or her right to have his or her case heard by the  
13 Consumer Affairs Hearing Board/Hearing Officer in the event he or she does not  
14 wish to enter into such assurance of voluntary compliance.

15  
16 **Section 22. Fraudulent Transfer of Moving Company.**

17           A.     A transfer of a moving company to a successor company shall be  
18 deemed a fraudulent transfer if said transfer is made by the moving company for the  
19 purpose of evading permit fees or civil penalties issued pursuant to this Ordinance.  
20 In determining intent to defraud, consideration may be given among other factors to,  
21 whether:

- 22                   (1)     The transfer was to an insider;  
23                   (2)     The moving company retained possession or control of the

- 1 property transferred after the transfer;
- 2 (3) The transfer was disclosed or concealed;
- 3 (4) Before the transfer was made or obligation was incurred, the  
4 moving company had been sued or threatened with suit;
- 5 (5) The transfer was of substantially all the moving company's  
6 assets;
- 7 (6) The value of the consideration received by the moving  
8 company was reasonably equivalent to the value of the asset transferred or the  
9 amount of the obligation incurred;
- 10 (7) The moving company was insolvent or became insolvent  
11 shortly after the transfer was made or the obligation was incurred;
- 12 (8) The transfer occurred shortly before or shortly after substantial  
13 permit fees or civil penalties were incurred; and
- 14 (9) The moving company transferred the essential assets of the  
15 business to a lienor who transferred the assets to an insider of the moving company.
- 16 B. It shall be a violation of this Ordinance for a mover to fraudulently  
17 transfer a moving company.
- 18

19 **Section 23. Deceptive and Unfair Trade Practices.**

20 No person shall engage in any unfair method of competition, unconscionable  
21 acts or practices or unfair or deceptive acts or practices in the conduct of the  
22 transportation and/or shipment of household goods, including accessorial (additional)  
23 and broker services. A mover and/or broker engages in an unfair method of

1 competition, unconscionable acts or practices or unfair or deceptive acts or practices  
2 when in the course of his or her business, vocation or occupation, he or she knows or  
3 in the exercise of care should know, that he or she in the past engaged or is now  
4 engaging in any unfair method of competition, unconscionable acts or practices or  
5 unfair or deceptive acts or practices in the conduct of any mover and/or broker  
6 services.

7  
8 **Section 24. Enforcement and Penalties: Civil and Criminal.**

9           A. Failure to comply with the requirements of this Ordinance shall  
10 constitute a violation of County Ordinance, including the Consumer Affairs  
11 Ordinance (No. 77-10, as amended), and shall be prosecuted and punishable,  
12 pursuant to Chapter 162, Florida Statutes, and/or Section 125.69(1), Florida Statutes,  
13 as may be amended from time to time, by a fine not to exceed \$500.00 per violation  
14 or imprisonment not exceeding sixty (60) days, or both such fine and imprisonment.  
15 Each day during any portion of which such violation occurs or continues to occur  
16 constitutes a separate violation. In addition to the sanctions contained herein, the  
17 County shall take any other appropriate legal action, including but not limited to,  
18 cease and desist orders, other administrative actions, and requests for temporary and  
19 permanent injunctions to enforce the provisions of this Ordinance. It is the purpose  
20 of this Ordinance to provide additional cumulative remedies.

21           (1) Any violation of this Ordinance is a civil infraction.

22           (2) Any person who has committed an act in violation of this  
23 Ordinance shall receive a citation from the DCA or any law enforcement officer who

1 has probable cause to believe that the person has committed a civil infraction in  
2 violation of this Ordinance.

3 (3) The county court shall have jurisdiction over all violations of  
4 this Ordinance.

5 (4) The county clerk shall:

6 (a) Accept designated fines and issue receipts therefore.

7 (b) Provide a uniform citation form serially numbered for  
8 notifying alleged violators to appear and answer to charges of violation of this  
9 Ordinance. Such citation forms shall be issued to and received by the DCA.

10 (5) Violation of any provision of this Ordinance shall be  
11 punishable by a fine not to exceed Five Hundred Dollars (\$500.00). Any person who  
12 has violated any provision of this Ordinance shall be fined an amount as established  
13 by resolution of the Commission.

14 (6) Any person issued a citation shall be deemed to be charged  
15 with a civil violation and shall comply with the directives on the citation.

16 (7) Payment shall be made, either by mail or in person, to the  
17 Violations Bureau within the time specified on the citation. If a person follows this  
18 procedure, s/he shall be deemed to have admitted the infraction and to have waived  
19 his/her right to a hearing on the issue of commission of the infraction.

20 (8) All fines collected as a result of said citations (except those  
21 fines collected as a result of citations issued by municipal law enforcement officers,  
22 which shall be remitted by the Clerk of the Court directly to the municipality issuing  
23 the citation) shall be paid into the County Treasury and deposited into the general

1 fund for the DCA and used for the moving and storage program. Pursuant to Florida  
2 Statutes 938.01, 938.15 and 938.17, mandatory costs shall be assessed against every  
3 person convicted of a violation of this Ordinance.

4 (9) Any person who fails to make payment within the specified  
5 period shall be deemed to have waived his/her right to pay the civil penalty as set  
6 forth in the citation.

7 (10) Any person who elects to appear before the court to contest  
8 the citation shall be deemed to have waived his/her right to pay the civil penalty. The  
9 court, after a hearing, shall make a determination as to whether a violation has  
10 occurred and may impose a civil penalty not to exceed Five Hundred Dollars  
11 (\$500.00) plus court costs.

12 (11) If a person fails to pay the civil penalty, or fails to appear in  
13 court to contest the citation, s/he shall be deemed to have waived his/her right to  
14 contest the citation; and in such case, a default judgment may be entered and the  
15 judge shall impose a fine at that time. An order to show cause may be issued. If the  
16 fine is paid, the case shall be dismissed. If the fine is not paid, judgment may be  
17 entered up to the maximum civil penalty.

18 (12) Any person cited for an infraction under this Ordinance shall  
19 sign and accept the citation indicating a promise to pay the fine or appear in court.  
20 Any person who willfully refuses to sign and accept a citation issued by an officer  
21 shall be guilty of a misdemeanor of the second degree, punishable as provided by  
22 Florida Statutes 775.082 or 775.083.

23 (13) The DCA may require mandatory court appearances for

1 violations resulting in the issuance of a third or subsequent citation to a person. The  
2 citation shall clearly inform the person of the mandatory court appearance. The DCA  
3 shall maintain records to prove the number of citations issued to the person. Persons  
4 required to appear in court do not have the option of paying the fine instead of  
5 appearing in court.

6 B. This Ordinance shall be enforced by personnel authorized by the  
7 DCA, County code enforcement officials, and the police agencies of the various  
8 municipalities in Palm Beach County and by the Palm Beach County Sheriff's  
9 Office. When specifically authorized by the DCA Director, other Palm Beach  
10 County personnel may enforce this Ordinance.

11 C. The DCA shall maintain a system by which movers are given  
12 citations or written notice of all violations. DCA personnel shall be permitted to  
13 enter the business premises of a mover to ascertain whether the business is in  
14 compliance with this Ordinance. If DCA personnel are unreasonably refused entry  
15 or access to the business premises as stated above, the DCA shall obtain an  
16 inspection warrant pursuant to Sections 933.20 – 933.30, Florida Statutes, in order to  
17 ascertain compliance with this Ordinance.

18 D. The DCA is authorized to enforce the provisions of this Ordinance by  
19 administrative fines of up to Five Hundred Dollars (\$500.00) for each violation in  
20 accordance with the Consumer Affairs Ordinance (No. 77-10, as amended). Each  
21 day of a continuing violation shall be deemed a separate violation.

22  
23

1 **Section 25. Repeal of Laws in Conflict.**

2 All local laws and ordinances of Palm Beach County, or subdivision thereof,  
3 which conflict with any provisions of this Ordinance are hereby repealed as it relates  
4 to the enforcement of this Ordinance only.

5  
6 **Section 26, Savings Clause.**

7 Notwithstanding Section 25 regarding repeal of laws in conflict, all  
8 administrative and court orders, fines, and pending enforcement issued pursuant to  
9 this authority and procedures established by Ordinance No. 2000-010 shall remain in  
10 full force and effect.

11  
12 **Section 27. Severability.**

13 If any section, paragraph, sentence, clause, phrase or word of this Ordinance  
14 is for any reason held by a court of competent jurisdiction to be unconstitutional,  
15 inoperative or void, such holding shall not affect the constitutionality of the  
16 remainder of this Ordinance.

17  
18 **Section 28. Inclusion in Code of Laws and Ordinances.**

19 It is the intention of the Board of County Commissioners that the provisions  
20 of this Ordinance shall become and be made a part of the Palm Beach County Code  
21 and that the sections of this Ordinance may be renumbered and re-lettered and the  
22 word "ordinance" may be changed to "section", "article", or such other appropriate

1 word or phrase in order to accomplish such intentions.

2

3 **Section 29. Effective Date.**

4           The provisions of this Ordinance shall be effective immediately upon filing  
5 with the Department of State.

APPROVED AND ADOPTED by the Board of County Commissioners of Palm  
Beach County, Florida, on the 19th day of April, 2005.

EFFECTIVE DATE: Filed with the Department of State on the 25th day of April,  
2005