

Broward County Moving Ordinance

DIVISION 5. MOVERS

Sec. 20-176.90. Definitions.

- (a) *Advertise* shall mean to advise, announce, give notice of, publish or call attention by use of oral, written or graphic statement made in a newspaper or other publication or on radio or television, any electronic medium, or contained in any notice, handbill, sign (including signage on vehicle), flyer, catalog, or letter, or printed on or contained in any tag or label attached to or accompanying any good.
- (b) *Accessorial services* shall mean any service performed by a mover which results in a charge to the shipper and is incidental to the transportation service, including, but not limited to, preparation of written inventory, storage, packing, unpacking, or crating of articles, hoisting or lowering, waiting time, overtime loading and unloading, reweighing, disassembly or reassembly, elevator or stair carrying, boxing or servicing of appliances, and furnishing of packing or crating materials. Accessorial services include services not performed by the mover but by a third party at the request of the shipper or mover if the charges for such services are to be paid to the mover prior to, or at the time of, delivery.
- (c) *CAD* shall mean the Broward County Consumer Affairs Division.
- (d) *Commission* shall mean the Board of County Commissioners of Broward County, Florida.
- (e) *Compensation* shall mean money, fee, emolument, quid pro quo, barter, remuneration, pay, reward, indemnification or satisfaction.
- (f) *Contract for service* shall mean a written document prepared by the mover and approved by the shipper in writing, prior to the performance of any service, that authorizes services from a named mover and lists the services and costs associated with the transportation of household goods and accessorial services.
- (g) *Customer* shall mean a person who inquires about, makes a request for, or enters into a contract for service.
- (h) *Director* shall mean the Director of the Broward County Consumer Affairs Division or his or her designee.
- (i) *Division* shall mean Division 5 of Chapter 20 of the Broward County Code of Ordinances.
- (j) *Equipment* shall mean those items utilized by the mover to secure, deliver, transport and/or protect the shipper's household goods. Such equipment includes, but is not limited to, dollies, hand trucks, pads, blankets, and straps. The mover shall not charge a consumer for equipment; however, the mover may sell, lease or rent the equipment to the shipper, if necessary, for storage purposes only at a location other than the mover's storage facility.
- (k) *Estimate* shall mean a statement given to the shipper in writing which sets forth the total cost and the basis of the charges related to a shipper's move, such as, but not limited to, transportation or accessorial services.
- (l) *Household goods* shall mean personal effects or other personal property found in a home, personal residence, where the shipper is the owner or agent of the owner of the items. This definition includes personal property held or found in a storage or warehouse facility which is owned or rented by a shipper. This definition does not include freight or personal property moving to or from a factory or store or other place of business.
- (m) *Mover* shall mean any person who engages in the transportation of household goods for compensation or any person which holds itself out to the general public as engaging in the transportation of household goods for compensation.
- (n) *Packing material* shall mean the container utilized by a mover to package, deliver, transport, and/or protect the shipper's household goods. If a mover charges for packing material, the mover shall only charge for such material on a per container basis. This container charge shall include the cost for each container and any wrap, tape or other materials utilized by mover to pack the container. The mover shall not separately charge the shipper for labor to move household goods and for labor to pack or unpack containers.
- (o) *Person* shall mean both plural and singular as the context demands and shall include individuals, partnerships, corporations, companies, trusts, societies, associations, and any other legal entities whatsoever.
- (p) *Registration* or *registration certificate* shall mean the authorization of the CAD required before a person is authorized to engage in business in Broward County as a mover of household goods.
- (q) *Shipper* shall mean any person who contracts with a mover for the transportation of household goods. This term shall include any other person whom the shipper designates in writing.
- (Ord. No. 94-34, § 1, 7-12-94; Ord. No. 2001-08, § 1, 3-13-01)

Sec. 20-176.91. Intent and Application.

- (a) The provisions of this division shall be construed liberally to promote the following policies:
- (1) To establish Broward County law governing the transportation and affiliated storage of household goods.
 - (2) To address moving practices in Broward County in a manner that is not inconsistent with federal law and the laws of this state and county relating to consumer protection.
- (b) The provisions of this division apply to the operations of any mover engaged in the intrastate transportation of household goods; except that this division shall not be construed to include shipments contracted by the United States, the state, or any local government or political subdivision thereof. The provisions of this division shall only apply to the transportation of household goods originating in Broward County and terminating in Broward County, Dade County, or Palm Beach County; or originating in Palm Beach County or Dade County and terminating in Broward County.
- (c) It is the intent of this division to secure the satisfaction and confidence of customers and members of the public when utilizing a mover. This division shall be known and cited as the "Broward County Moving Ordinance."
- (d) Nothing in this division shall be construed to remove the authority or jurisdiction of any federal, state or local agency with respect to goods or services regulated or controlled under other provisions of law or ordinance.
- (e) This division does not apply to an act or practice required or specifically permitted by federal or state law.
- (Ord. No. 94-34, § 1, 7-12-94)

Sec. 20-176.92. Registration required; denial, suspension, and revocation of registration certificates.

(a) No person shall engage in business or advertise to engage in the business of moving or offering to move any person in Broward County as a mover of household goods without first obtaining a registration certificate from CAD and maintaining such registration certificate as required.

(b) Each mover shall register every year with the CAD and, where applicable, provide to the CAD: its legal business and trade name, current mailing address, and current business location for each place from which the mover operates either a main or branch office; a designation of which location constitutes its principal place of business; the full names, current mailing addresses, current telephone numbers, and social security numbers or federal tax identification numbers of its owners or corporate officers and directors; the Florida registered agent of the corporation; a statement listing the names of any other corporations, entities, or trade names through which any owner, corporate officer or director of the registrant was known or did business as a mover within the five (5) calendar years immediately preceding the year in which the mover is submitting the application for registration; proof of vehicle liability insurance and general liability insurance; the Vehicle Identification Number ("VIN"), license tag number, and gross weight of each commercial motor vehicle operated by the mover; the number of employees who are currently employed; proof of workers' compensation insurance coverage required by Chapter 440, F.S., a state certificate of exemption, or a letter from the mover indicating that no such workers' compensation is necessary; and proof of all insurance required by section 20-176.94.

(c) Any mover desiring to change its registered name, business location, or registered agent shall notify the CAD of such change. No registration shall be valid for any mover under any other name or at any place other than that designated in the registration unless the CAD is notified in writing within thirty (30) days of the change. A registration is not transferable or assignable.

(d) The CAD shall require any person desiring to obtain a registration as a mover to do so on forms prescribed by the CAD. Renewal of registrations may be staggered by the CAD to facilitate the workload. When obtaining a registration, changing a registration, or renewing a registration, each mover shall furnish to the CAD a fee. All fees shall be established by resolution of the Commission.

(e) The CAD shall issue to each registrant a registration certificate in the form and size prescribed by the CAD. Such certificate shall be prominently displayed to the public in the mover's primary place of business. The registration number appearing on the registration certificate shall appear on all advertisements, including telephone listings in any and all "Yellow Pages"; on all forms; and on all commercial motor vehicles of the mover.

(f) The criteria for issuance of a registration certificate shall be compliance by the applicant with all the applicable provisions of this division and submission to the CAD of a completed application for registration and applicable fees. Registration certificates may be issued by the CAD subject to such conditions, limitations, and restrictions imposed by the CAD as the CAD deems necessary to protect customers and consumers, provided such conditions, limitations, and restrictions are consistent with the provisions of this division. Violation of such a condition, limitation, or restriction of a registration certificate shall be a violation of this division. The CAD may deny or refuse to renew the registration of any mover based upon a determination that a mover or any of its directors, officers, owners, or general partners:

- (1) Has failed to meet the requirements for initial application or renewal as provided in this section;
- (2) Has been convicted of a crime involving fraud or dishonest dealing involving transportation for hire;
- (3) Has not satisfied a civil fine or penalty arising out of any administrative or enforcement action brought by any governmental agency or private person based upon conduct involving fraud or dishonest dealing, or any violation of this division;
- (4) Has pending against it, him or her any criminal, administrative, or enforcement proceedings in any jurisdiction, based upon conduct involving fraud or dishonest dealing, or any violation of this division; or
- (5) Has had a judgment or administrative order entered against it, him or her in any action brought by the CAD under the provisions of this division.

(g) Any registration made under this part by any mover based upon the presentation by such mover of false identification or information, or identification not current with respect to name, address, and place of employment, or any other fact material to such registration, shall be void.

(h) The CAD may revoke or suspend a registration certificate issued pursuant to the provisions of this division if the CAD determines that the applicant or registrant has:

- (1) Violated any provision of this division;
- (2) Misrepresented or concealed a fact on the application, renewal application or replacement application for a registration certificate;
- (3) Aided or abetted a person who has not obtained a registration certificate to evade or avoid the provisions of this division;
- (4) Engaged in any conduct as part of the performance of a contract for service which constitutes fraud;
- (5) Violated any condition, limitation, or restriction of a registration certificate imposed by the CAD;
- (6) Has been convicted of a crime involving fraud or dishonest dealing involving transportation for hire; or
- (7) Failed to comply with the terms of a cease and desist order, notice to correct a violation, written assurance of compliance, or any other lawful order of the director, the CAD, or the Consumer Protection Board.
- (8) Advertised its business without first obtaining proper licensure from the Broward County Consumer Affairs Division.

(Ord. No. 94-34, § 1, 7-12-94; Ord. No. 2001-08, § 2, 3-13-01)

Sec. 20-176.93. Loss, destruction or mutilation of registration certificate; replacement.

In the event of loss, destruction, or mutilation of a registration certificate issued pursuant to the provisions of this division, the person to whom the registration certificate was issued may obtain a replacement thereof upon furnishing satisfactory proof of loss, destruction, or mutilation to the CAD and payment of the applicable fee established by resolution of the Commission. Applications for a replacement certificate shall include the following information:

- (a) Name and address of the applicant;
- (b) A verified explanation of the loss, destruction, or mutilation of the registration certificate; and
- (c) Such other items and information as may be required by the CAD.

(Ord. No. 94-34, § 1, 7-12-94)

Sec. 20-176.94. Evidence of current and valid cargo legal liability valuation and insurance coverage.

(a) The minimum amounts of cargo legal liability valuation and insurance coverage for movers are as follows:

- (1) Valuation coverage at the rate of sixty cents (\$0.60) per pound per article.
- (2) Cargo legal liability insurance coverage for loss or damage to household goods as a result of loss or damage to any commercial motor vehicle, with the exception of loss or damage as the result of acts of God, in the amount of no less than Ten Thousand Dollars (\$10,000.00) per shipment.

(3) Motor vehicle combined bodily liability insurance and property damage liability insurance which shall be issued by an insurance carrier or company which is a participant in the Florida Insurance Guaranty Association and which shall be in accordance with the following:

- a. Fifty thousand dollars (\$50,000.00) per occurrence for a commercial motor vehicle with a gross vehicle weight of less than 35,000 pounds.
- b. One hundred thousand dollars (\$100,000.00) per occurrence for a commercial motor vehicle with a gross vehicle weight of 35,000 pounds or more, but less than 44,000 pounds.
- c. Three hundred thousand dollars (\$300,000.00) per occurrence for a commercial motor vehicle with a gross vehicle weight of 44,000 pounds or more.

(4) All evidence of insurance shall be executed and filed with the CAD by the insurance carrier in a form or forms acceptable to the Broward County Risk Management Division. The insurance carrier or company shall qualify as an insurance company authorized to transact insurance in the State of Florida.

(5) Said insurance shall be kept in full force and effect by the certificate holder at all times. Failure to file evidence of such insurance with the CAD, or failure to maintain the same in full force and effect, may be cause for the suspension or revocation of the registration certificate of the mover. Said insurance shall provide that the certificate holder's insurance coverage may neither expire nor be canceled prior to thirty (30) days after the CAD receives written notice of said expiration or cancellation from the carrier.

(b) Mover shall disclose to the consumer/shipper on its bill of lading and/or contract the applicable valuation and the availability of additional valuation coverage or insurance which may be purchased by the customer at an additional cost.

(Ord. No. 94-34, § 1, 7-12-94; Ord. No. 2001-08, § 3, 3-13-01)

Sec. 20-176.95. Contract for service and disclosure statement required.

(a) In any agreement for service, the mover shall prepare a written contract for service. The contract for service shall be provided to the shipper for his or her authorization and signature before commencing the performance of any transportation or accessorial services.

(b) A contract for service shall clearly and conspicuously disclose, at a minimum, the following:

(1) The name and telephone number of the mover and the address of the mover at which employees of the mover are on duty during business hours.

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

(3) The agreed pickup and delivery date, or the period of time within which pickup, delivery, or the entire move will be accomplished, if provided.

(4) A description of the transportation and accessorial services expected to be provided during a move.

(5) In the event that no estimate has been provided pursuant to this division, the total cost of the transportation and accessorial services to be provided.

(6) The method of payment, subject to the provisions of section 20-176.99.

(7) In the event that an estimate has been provided pursuant to this division, the maximum amount required to be paid by the shipper to the mover at the time of delivery, subject to the provisions of section 20-176.97.

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

(9) A statement regarding the mover's limitation of liability, subject to the provisions of section 20-176.101.

(10) A brief description of the procedures for shipper inquiry and complaint handling and a telephone number which the shipper may use to communicate with the mover, accompanied by a statement disclosing who shall pay for such calls if other than the mover.

(11) If the cost for services provided is based on weight, a statement that the shipper has a right to observe any weighing before and after loading.

(c) The contract for service provided by a mover to a shipper shall include the following language in bold capitalized letters of at least twelve-point type:

PLEASE READ CAREFULLY:

THIS CONTRACT FOR SERVICE IS REQUIRED BY COUNTY ORDINANCE AND MUST INCLUDE THE TERMS AND COSTS ASSOCIATED WITH YOUR MOVE. IN ORDER FOR THE CONTRACT FOR SERVICE TO BE ACCURATE, YOU MUST DISCLOSE ALL INFORMATION RELEVANT TO THE MOVE TO THE MOVER. COUNTY ORDINANCE REQUIRES THAT A MOVER RELINQUISH POSSESSION OF YOUR GOODS AND COMPLETE YOUR MOVE UPON PAYMENT OF NO MORE THAN THE SPECIFIED MAXIMUM AMOUNT DUE AT DELIVERY.

(d) Prior to beginning the move, the mover shall present to the shipper a copy of the Moving Consumer Bill of Rights and Disclosure Statement (Disclosure Statement) on its letterhead in the form approved and as amended by the Broward County Consumer Affairs Division. The Disclosure Statement shall be signed by the mover and shipper and shall indicate the date and time of each signature.

(e) The Disclosure Statement, once signed and dated by the mover and shipper, shall be incorporated in the mover's contract for services and shall bind all parties.

(f) Failure to present the Disclosure Statement shall constitute a violation of this Section and shall be subject to civil penalties described in this Chapter.

(Ord. No. 94-34, § 1, 7-12-94; Ord. No. 2001-08, § 4, 3-13-01)

Sec. 20-176.96. Estimates of moving costs.

(a) A mover shall provide to the shipper a written estimate of the transportation and accessorial service costs for moving the shipper's household goods. No mover shall charge for preparing an estimate unless, prior to preparing the estimate, the mover:

(1) Clearly and conspicuously discloses in writing to the customer the amount of the charge for preparing the estimate or, if the amount cannot be determined, the complete basis upon which the charge will be calculated; and

(2) Obtains the customer's written authorization on the written estimate to prepare an estimate.

(b) It is unlawful for a mover to require a shipper to waive shipper's right to a written estimate. A shipper cannot waive the shipper's right to a written estimate.

(c) The written estimate provided to the shipper shall, at a minimum, include the following:

(1) The total cost for transportation and accessorial services to be provided.

(2) A description of the transportation and accessorial services to be provided.

(3) A listing of the basis for which any charges may be assessed for the transportation and accessorial services to be provided.

(4) The following in bold capitalized letters of at least twelve-point type:

PLEASE READ CAREFULLY:

UNDER COUNTY ORDINANCE YOU ARE ENTITLED TO A WRITTEN ESTIMATE OF THE TOTAL COST OF YOUR MOVE AND A COPY OF THE DISCLOSURE STATEMENT. PLEASE REVIEW THESE DOCUMENTS TO MAKE SURE THEY ARE COMPLETE.

- (d) A copy of the estimate, signed by the mover, shall be delivered to the shipper prior to performing any transportation or accessorial service and a copy shall be maintained by the mover as part of its records.
- (e) Nothing in this division shall be construed to require a customer to enter into a contract for service with a mover based upon the issuance of an estimate.
- (f) The estimate and disclosure may be provided on the same form as the contract for service.
- (g) No mover shall provide an oral estimate to any customer or shipper.
- (h) The mover shall provide to the consumer, at the time of performing an estimate, a copy of the Moving Consumer Bill of Rights and Disclosure Statement on its letterhead, in the form approved and as amended by the Broward County Consumer Affairs Division.
- (i) Failure to present the Disclosure Statement shall constitute a violation of this Section and shall be subject to civil penalties described in this Chapter.

(Ord. No. 94-34, § 1, 7-12-94; Ord. No. 2001-08, § 5, 3-13-01; Ord. No. 2004-03, § 1, 2-10-04)

Sec. 20-176.97. Charges in excess of written estimate; refusal to relinquish goods prohibited; unlawful charges.

- (a) A mover shall not charge more than the amount of the written estimate unless there is a change in the requested services. If the mover charges an amount in excess of the written estimate, then the mover shall provide a written explanation of such excess charges to the shipper and prepare and execute a new contract for services consistent with such changes prior to the performance of any transportation or accessorial services.
- (b) It is unlawful for a mover to fail to relinquish to a shipper any of the shipper's household goods or to fail to complete timely all transportation and accessorial services required to be performed pursuant to the contract for service because the shipper has refused to pay for charges in excess of the amount set forth in (a) above or in excess of the total amount set forth in the contract for service as required by section 20-176.95(b)(5).
- (c) The mover shall relinquish possession of all of the shipper's household goods to the shipper and complete timely all transportation and accessorial services required to be performed pursuant to the contract for service upon payment of the total amount set forth in the contract for service as required by section 20-176.95(b)(5).
- (d) It is unlawful for a mover to charge a consumer for equipment. However, the shipper may purchase, lease or rent the equipment, if necessary, for storage purposes only at a location other than the mover's storage facility.
- (e) It is unlawful for a mover to charge separately for labor to move household goods and for labor to pack or unpack containers.

(Ord. No. 94-34, § 1, 7-12-94; Ord. No. 2001-08, § 6, 3-13-01; Ord. No. 2004-03, § 1, 2-10-04)

Sec. 20-176.98. Inventory.

A written inventory shall be prepared by the mover, unless the shipper waives, in writing, preparation of the inventory. The written inventory shall be prepared by the mover and be signed by the mover and the shipper prior to departure of the mover's motor vehicle from the shipper's pickup point(s). No mover shall charge for preparing the inventory unless, prior to preparing the inventory, the mover clearly and conspicuously discloses in writing to the shipper the amount of the charge for the preparation of the inventory. It is unlawful for the mover to require the shipper to waive preparation of the written inventory.

(Ord. No. 94-34, § 1, 7-12-94)

Sec. 20-176.99. Acceptable forms of payment.

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

- (a) Cash, cashier's check, money order, or traveler's check; or
- (b) Valid personal check, showing upon its face the name and address of the shipper or authorized representative; or
- (c) Valid credit card, which shall include but not be limited to Visa or MasterCard.

A mover shall clearly and conspicuously disclose to the shipper in the contract for service and the estimate which methods of payment the mover will accept.

(Ord. No. 94-34, § 1, 7-12-94)

Sec. 20-176.100. Reasonable dispatch.

Except when delays are caused by actions of the shipper or circumstances beyond the control of the mover, the following shall apply:

- (a) Each mover shall cause shipments to be transported on the dates or during the time period agreed upon by the mover and the shipper and specified in the contract for service.
- (b) A shipper may seek recourse in a court of competent jurisdiction if a mover fails to perform either pickup or delivery or any accessorial services as agreed upon in the contract for service and the shipper incurs any reasonable expenses that would not otherwise have been incurred.

(Ord. No. 94-34, § 1, 7-12-94)

Sec. 20-176.101. Liability of movers.

- (a) A mover shall not limit its liability of a shipment of household goods to an amount less than 60 cents per pound per article in the shipment. Except when the shipper chooses a declared valuation in excess of the minimum limitation of liability, a mover shall offer the minimum coverage at no additional charge to a shipper.
- (b) A mover which chooses to limit its liability for a shipper's household goods shall offer the opportunity for a shipper to choose coverage in excess of the minimum liability required under this division, up to the declared value of the shipment. The rejection or selection of additional limitation of liability coverage shall be made in writing on a form prescribed by the CAD. The form shall fully advise the shipper of the nature of the limitation of liability and shall state that the minimum coverage is equal to the limit referred to in subsection (a) unless otherwise requested. The heading of the form shall be in a twelve-point bold type and shall state: "By signing this form, you are waiving certain valuable coverage which protects your possessions above the minimum amounts set by law. Please read carefully."
- (c) Mover shall disclose to the consumer/shipper on its bill of lading and/or contract the applicable valuation and the availability of additional valuation coverage or insurance which may be purchased by the customer at an additional cost.

(Ord. No. 94-34, § 1, 7-12-94; Ord. No. 2001-08, § 7, 3-13-01)

Sec. 20-176.102. Records; inquiry or complaint handling; inspection.

(a) A mover shall maintain moving records which shall include, but not be limited to, all estimates and contracts for services. All such records held by the mover shall be available for inspection and copying by the CAD, for a period of at least five (5) years from the date of completion of performance of the contract for service.

(b) A mover shall establish and maintain a procedure for responding to inquiries and complaints from shippers. The procedure shall include a means whereby the shipper may communicate with the principal office of the mover by telephone.

(c) The mover shall retain and make part of the file relating to a shipment a written record of all complaints and inquiries received from a shipper.

(d) All complaints and inquiries on file with the CAD pertaining to a contract for service or mover shall be a public record open to public inspection as required by state law.

(e) The premises and all commercial motor vehicles of all movers shall be open to the CAD for inspection, investigation or for such other purposes as are necessary for the enforcement and administration of this division during the business hours of the mover and in no event not less than between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays.

(Ord. No. 94-34, § 1, 7-12-94)

Sec. 20-176.103. Collection of freight charges on shipments involving loss or destruction in transit.

No mover shall collect, or shall require a shipper to pay, any charges when a shipper's household goods are totally lost or destroyed. The shipper shall, however, remain liable for any charges for valuation coverage, pursuant to section 20-176.101, or any insurance premium related to the shipment for which the insurance was secured from a third party.

(Ord. No. 94-34, § 1, 7-12-94)

Sec. 20-176.104. Claims.

(a) No claim against a mover for damage shall be denied solely because the damage was not noted at the time of delivery. If a shipper files a claim for loss or damage not noted at the time of delivery, a mover remains obligated to investigate such claim.

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

(c) A shipper shall have a period of up to sixty (60) days after the completion of delivery of the household goods to notify a mover in writing of any claim for loss, damage, or delay resulting from the performance of its contract for service.

(d) Each claim filed against a mover shall be promptly and thoroughly investigated by the mover. If the claim cannot be satisfied within thirty (30) days, the mover shall advise the claimant of the status of the claim and the reason for the delay. A mover shall object to or satisfy a claim filed by a shipper no later than ninety (90) days after receipt of the claim.

(e) When an asserted claim made to a mover for loss of an item or an entire shipment cannot be otherwise authenticated upon investigation, the mover may request from the shipper, and the shipper shall be required to sign, a sworn statement in writing that the household goods for which the claim is filed have not been received from any other source. If the shipper presents a false or fraudulent statement, the shipper shall be liable for damages to the mover.

(Ord. No. 94-34, § 1, 7-12-94)

Sec. 20-176.105. Civil penalties.

In addition to any other judicial or administrative remedies or penalties provided by law, rule, regulation or ordinance, any person who violates any of the provisions of this division or any cease and desist order or any assurance of compliance entered into with respect to matters regulated under this division or any other lawful order of the CAD, the director or the consumer protection board or any condition, limitation or restriction of a registration certificate issued by the CAD, shall be subject to the judicial imposition and recovery of a civil penalty in an amount of not more than five hundred dollars (\$500.00) or by imprisonment not to exceed sixty (60) days in the county jail, or both, in the discretion of the court, per offense. Each day during any portion of which such violation occurs or continues to occur constitutes a separate offense.

(Ord. No. 94-34, § 1, 7-12-94)

Sec. 20-176.106. Presumption of continuous operation.

Except as expressly provided otherwise in this division, any person operating as a mover without first obtaining a registration certificate pursuant to this article shall be presumed to be operating as a mover on a continuous basis without a registration certificate from the date the registration certificate was first required by this division. Such presumption may be overcome by evidence presented by the mover. This section creates a rebuttable presumption of continuous operation.

(Ord. No. 94-34, § 1, 7-12-94)

Sec. 20-176.107. Enforcement and penalties; appeals of denial of initial or renewal registration or suspension or revocation of registration.

(a) It shall be the duty and responsibility of all law enforcement officials to assist in the enforcement of this division and the code to the extent that it is within their jurisdiction to do so.

(b) The CAD shall maintain a system by which registrants are given written notice of all violations. CAD personnel shall be permitted to enter the business premises of a mover to ascertain whether the registration certificate is current. If CAD personnel are refused entry or access to the business premises as stated above, the CAD shall obtain an inspection warrant pursuant to §§ 933.20-933.30, F.S. in order to ascertain compliance with this division.

(c) The CAD is authorized to enforce the provisions of this division by administrative fines of up to five hundred dollars (\$500.00) for each violation in accordance with the Consumer Protection Code (Article VII, Chapter 20, Division 1, sections 20-159 et seq., Broward County Code of Ordinances). Each day of a continuing violation shall be deemed a separate violation.

(d) In addition to fines, the CAD is authorized to enforce the provisions of this division by suspension or revocation of a registration upon notice and hearing as provided in this division, unless the registrant waives such notice and hearing.

(e) Whenever any person has been determined by the consumer protection board to have engaged in conduct in violation of this division, the Board may order that person to return or refund those moneys which have been established as quantifiable damages in the particular instance.

(f) Any person dissatisfied or aggrieved with the decision of the CAD to deny such person's application for initial or renewal registration may, within fourteen (14) days after the denial, appeal in writing to the CAD. Upon receipt of an appeal, the CAD shall schedule and hold a hearing within twenty (20) days. The dissatisfied or aggrieved person shall be provided with a notice of hearing which shall include a statement of the time and place for the hearing and a reference to the facts and relevant sections of the Broward County Code of Ordinances upon which the denial is based. The applicant may be represented by legal counsel and shall be entitled to present a defense to the denial of the application. Failure to appear at a duly noticed hearing shall be deemed a waiver of the right to hearing. Failure to claim certified mail notifying the registrant of the hearing shall be construed as failure to appear at a duly noticed hearing. Upon hearing, the consumer protection board shall affirm or reverse the decision of the CAD. Should the consumer protection board reverse the decision of the CAD, the CAD shall issue the registration forthwith.

(g) All hearings required by this division for proposed suspensions or revocations of registrations shall be preceded by a minimum of twenty (20) days' written notice. That notice shall specify the CAD's proposed action and the grounds upon which the action is predicated. The registrant may be represented by legal counsel and shall be entitled to present a defense to the proposed action. Failure to appear at a duly noticed hearing shall be deemed a waiver of the right to hearing and an admission of the acts specified in the notice. Failure to claim certified mail notifying the registrant of the hearing shall be construed as failure to appear at a duly noticed hearing.

(h) All hearings shall be conducted in the same manner as consumer protection board hearings (Article VII, Chapter 20, Division 1, sections 20-169 et seq., Broward County Code of Ordinances) and shall be before a three (3) member panel.
(Ord. No. 94-34, § 1, 7-12-94)

Sec. 20-176.107.1. Issuance and enforcement of notices to appear and civil citations.

(a) If a county inspector, based upon personal investigation, has reasonable cause to believe that a mover has violated this ordinance, the inspector shall provide written notice to the person that the person has committed the violation and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be based on considerations of fairness, practicality, ease of correction, nature, extent, and probability of danger or damage to the public or property, and any other relevant factor relating to the reasonableness of the time period prescribed. Such time period, however, shall be no fewer than five (5) days and no more than ten (10) days, except where such violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature.

(b) If, upon personal investigation, the inspector finds that the person has not corrected the violation within the prescribed time period, the code inspector may issue a notice to appear or citation consistent with Chapter 8 1/2 of the Broward County Code.
(Ord. No. 2001-08, § 8, 3-13-01)

Sec. 20-176.107.2. Decals; moving vehicle signage.

(a) No moving company shall engage in moving household goods without first obtaining a decal from the Division for each vehicle used by the mover for moving household goods. A non-refundable vehicle decal fee shall be remitted to the Division in an amount set forth by resolution of the Commission along with a complete description of each vehicle. Except for short term rental vehicles, such decal shall be affixed to the lower left corner of the front window in the vehicle at all times, upon issuance of a vehicle decal. The vehicle decal remains the property of Broward County and shall be used only under the authority of the Division. Annual replacement vehicle decals may be obtained upon application to the Division evidencing continued compliance with the provisions of this Ordinance, and payment of a fee in an amount set forth by resolution of the Commission. No vehicle decal may be sold, assigned or otherwise transferred. If a vehicle is destroyed or sold, the mover must remove the vehicle decal (if in existence) and surrender the remains to the Division. A non-refundable fee for replacing decals shall be established by resolution of the Commission.

(b) Vehicle decals issued to moving companies who use short term rental vehicles must be visible in the lower left corner of the front window. Each vehicle decal issued pursuant to this section shall be valid and effective for one (1) year, terminating on September 30 of each year.

(c) Each moving vehicle must clearly display signage, on the exterior of the driver and passenger sides, with letters at least three inches (3") high and in contrasting colors, the moving company's name, physical address, telephone number and permit number. If the short term use of a rental vehicle by a moving company is necessary, at a minimum, the same information and requirements must be affixed to the vehicle through the use of magnetic signs.

(d) Subsections (a) and (b), above, shall not be effective until October 1, 2001.
(Ord. No. 2001-08, § 9, 3-13-01)