

1                   A bill to be entitled  
2           An act relating to real property and condominium flood  
3           disclosures; creating s. 83.512, F.S.; requiring a  
4           landlord of residential real property to provide  
5           specified information to a prospective tenant at or  
6           before the time the rental agreement is executed;  
7           specifying how such information must be disclosed;  
8           defining the term "flooding"; providing that if a  
9           landlord fails to disclose flood information  
10          truthfully and a tenant suffers substantial loss or  
11          damage, the tenant may terminate the rental agreement  
12          by giving a written notice of termination to the  
13          landlord within a specified timeframe; defining the  
14          term "substantial loss"; requiring a landlord to  
15          refund the tenant all amounts paid in advance for any  
16          period after the effective date of the termination of  
17          the rental agreement; providing that a tenant is still  
18          liable for any sum owed to the landlord before the  
19          termination of the rental agreement; amending s.  
20          689.302, F.S.; revising the flood information that  
21          must be disclosed to prospective purchasers of  
22          residential real property; amending s. 718.503, F.S.;  
23          requiring a developer of a residential condominium  
24          unit to provide specified information to a prospective  
25          purchaser at or before the time the sales contract is



51 2. Landlord has .... has not .... filed a claim with an  
52 insurance provider relating to flood damage on the property,  
53 including, but not limited to, a claim with the National Flood  
54 Insurance Program.

55 3. Landlord has .... has not .... received assistance for  
56 flood damage to the property, including, but not limited to,  
57 assistance from the Federal Emergency Management Agency.

58 4. For the purposes of this disclosure, the term  
59 "flooding" means a general or temporary condition of partial or  
60 complete inundation of the property caused by any of the  
61 following:

62 a. The overflow of inland or tidal waters.

63 b. The unusual and rapid accumulation of runoff or surface  
64 waters from any established water source, such as a river,  
65 stream, or drainage ditch.

66 c. Sustained periods of standing water resulting from  
67 rainfall.

68  
69 (2) If a landlord violates this section and a tenant  
70 suffers a substantial loss or damage to the tenant's personal  
71 property as a result of flooding, the tenant may terminate the  
72 rental agreement by giving a written notice of termination to  
73 the landlord no later than 30 days after the date of the damage  
74 or loss. Termination of a rental agreement under this section is  
75 effective upon the tenant surrendering possession of the

76 | property. For the purpose of this section, the term "substantial  
 77 | loss or damage" means the total cost of repairs to or  
 78 | replacement of the personal property is 50 percent or more of  
 79 | the personal property's market value on the date the flooding  
 80 | occurred.

81 | (3) A landlord shall refund the tenant all rent or other  
 82 | amounts paid in advance under the rental agreement for any  
 83 | period after the effective date of the termination of the rental  
 84 | agreement.

85 | (4) This section does not affect a tenant's liability for  
 86 | delinquent, unpaid rent or other sums owed to the landlord  
 87 | before the date the rental agreement was terminated by the  
 88 | tenant under this section.

89 | **Section 2. Section 689.302, Florida Statutes, is amended**  
 90 | **to read:**

91 | 689.302 Disclosure of flood risks to prospective  
 92 | purchaser.—A seller must complete and provide a flood disclosure  
 93 | to a purchaser of residential real property at or before the  
 94 | time the sales contract is executed. The flood disclosure must  
 95 | be made in the following form:

96 | FLOOD DISCLOSURE

97 | Flood Insurance: Homeowners' insurance policies do not include  
 98 | coverage for damage resulting from floods. Buyer is encouraged  
 99 | to discuss the need to purchase separate flood insurance  
 100 | coverage with Buyer's insurance agent.

101 (1) Seller has  has not  filed a claim with an insurance  
 102 provider relating to flood damage on the property, including,  
 103 but not limited to, a claim with the National Flood Insurance  
 104 Program.

105 (2) Seller has  has not  received ~~federal~~ assistance for  
 106 flood damage to the property, including, but not limited to,  
 107 assistance from the Federal Emergency Management Agency.

108 (3) Seller is  is not  aware of damage to the property caused  
 109 by flooding during the Seller's ownership of the property.

110 (4)~~(3)~~ For the purposes of this disclosure, the term "flooding"  
 111 means a general or temporary condition of partial or complete  
 112 inundation of the property caused by any of the following:

113 (a) The overflow of inland or tidal waters.

114 (b) The unusual and rapid accumulation of runoff or surface  
 115 waters from any established water source, such as a river,  
 116 stream, or drainage ditch.

117 (c) Sustained periods of standing water resulting from  
 118 rainfall.

119 **Section 3. Paragraph (a) of subsection (1) of section**  
 120 **718.503, Florida Statutes, is amended to read:**

121 718.503 Developer disclosure prior to sale; nondeveloper  
 122 unit owner disclosure prior to sale; voidability.—

123 (1) DEVELOPER DISCLOSURE.—

124 (a) Contents of contracts.—Any contract for the sale of a  
 125 residential unit or a lease thereof for an unexpired term of

126 | more than 5 years shall:

127 |       1. Contain the following legend in conspicuous type: THIS  
128 | AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF  
129 | THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF  
130 | EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER  
131 | OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER BY  
132 | THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS  
133 | AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE  
134 | OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE  
135 | OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY  
136 | ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO  
137 | THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS  
138 | SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR  
139 | A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED  
140 | ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT  
141 | SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET  
142 | DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE  
143 | CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN  
144 | APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND  
145 | CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE  
146 | BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED  
147 | THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE  
148 | MATERIAL ADVERSE CHANGES IN THE OFFERING.

149 |       2. Contain the following caveat in conspicuous type on the  
150 | first page of the contract: ORAL REPRESENTATIONS CANNOT BE

151 RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE  
152 DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE  
153 TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503,  
154 FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR  
155 LESSEE.

156 3. If the unit has been occupied by someone other than the  
157 buyer, contain a statement that the unit has been occupied.

158 4. If the contract is for the sale or transfer of a unit  
159 subject to a lease, include as an exhibit a copy of the executed  
160 lease and shall contain within the text in conspicuous type: THE  
161 UNIT IS SUBJECT TO A LEASE (OR SUBLEASE).

162 5. If the contract is for the lease of a unit for a term  
163 of 5 years or more, include as an exhibit a copy of the proposed  
164 lease.

165 6. If the contract is for the sale or lease of a unit that  
166 is subject to a lien for rent payable under a lease of a  
167 recreational facility or other commonly used facility, contain  
168 within the text the following statement in conspicuous type:  
169 THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS SUBJECT TO A  
170 LIEN FOR RENT PAYABLE UNDER A LEASE OF COMMONLY USED FACILITIES.  
171 FAILURE TO PAY RENT MAY RESULT IN FORECLOSURE OF THE LIEN.

172 7. State the name and address of the escrow agent required  
173 by s. 718.202 and state that the purchaser may obtain a receipt  
174 for his or her deposit from the escrow agent upon request.

175 8. If the contract is for the sale or transfer of a unit

176 | in a condominium in which timeshare estates have been or may be  
 177 | created, contain within the text in conspicuous type: UNITS IN  
 178 | THIS CONDOMINIUM ARE SUBJECT TO TIMESHARE ESTATES. The contract  
 179 | for the sale of a fee interest in a timeshare estate shall also  
 180 | contain, in conspicuous type, the following: FOR THE PURPOSE OF  
 181 | AD VALOREM TAXES OR SPECIAL ASSESSMENTS LEVIED BY TAXING  
 182 | AUTHORITIES AGAINST A FEE INTEREST IN A TIMESHARE ESTATE, THE  
 183 | MANAGING ENTITY IS GENERALLY CONSIDERED THE TAXPAYER UNDER  
 184 | FLORIDA LAW. YOU HAVE THE RIGHT TO CHALLENGE AN ASSESSMENT BY A  
 185 | TAXING AUTHORITY RELATING TO YOUR TIMESHARE ESTATE PURSUANT TO  
 186 | THE PROVISIONS OF CHAPTER 194, FLORIDA STATUTES.

187 | 9. Contain within the text the following statement in  
 188 | conspicuous type:

189 |  
 190 | HOMEOWNERS' INSURANCE POLICIES DO NOT INCLUDE COVERAGE FOR  
 191 | DAMAGE RESULTING FROM FLOODING. BUYER IS ENCOURAGED TO DISCUSS  
 192 | THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH  
 193 | BUYER'S INSURANCE AGENT.

194 |  
 195 | DEVELOPER IS . . . . IS NOT . . . . AWARE OF DAMAGE TO THE PROPERTY  
 196 | CAUSED BY FLOODING DURING THE DEVELOPER'S OWNERSHIP OF THE  
 197 | PROPERTY.

198 |  
 199 | DEVELOPER HAS . . . . HAS NOT . . . . FILED A CLAIM WITH AN INSURANCE  
 200 | PROVIDER RELATING TO FLOOD DAMAGE ON THE PROPERTY OR COMMON



201 ELEMENTS, INCLUDING, BUT NOT LIMITED TO, A CLAIM WITH THE  
 202 NATIONAL FLOOD INSURANCE PROGRAM.

203  
 204 DEVELOPER HAS . . . . HAS NOT . . . . RECEIVED ASSISTANCE FOR FLOOD  
 205 DAMAGE TO THE PROPERTY OR COMMON ELEMENTS, INCLUDING, BUT NOT  
 206 LIMITED TO, ASSISTANCE FROM THE FEDERAL EMERGENCY MANAGEMENT  
 207 AGENCY.

208  
 209 FOR THE PURPOSES OF THIS DISCLOSURE, THE TERM "FLOODING" MEANS A  
 210 GENERAL OR TEMPORARY CONDITION OF PARTIAL OR COMPLETE INUNDATION  
 211 OF THE PROPERTY OR COMMON ELEMENTS CAUSED BY THE OVERFLOW OF  
 212 INLAND OR TIDAL WATERS; THE UNUSUAL AND RAPID ACCUMULATION OF  
 213 RUNOFF OR SURFACE WATERS FROM ANY ESTABLISHED WATER SOURCE, SUCH  
 214 AS A RIVER, STREAM, OR DRAINAGE DITCH; OR SUSTAINED PERIODS OF  
 215 STANDING WATER RESULTING FROM RAINFALL.

216 **Section 4.** This act shall take effect October 1, 2025.