

Florida Rental Dealers Association

APRO's 1993 and 2001 State Association of the Year

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PRESS RELEASE

Gov. Bush: Signs Rent-To-Own Legislation
(Statute 812.155)

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On June 1st, 2006 the Florida Legislators passed an amendment to Senate Bill 1328 regarding **Statute 812.155: Hiring, leasing, or obtaining personal property or equipment with the intent to defraud; failing to return hired or leased personal property or equipment; rules of evidence.**

With the sponsored support from Senator Victor Crist, District 12 and support from Representative Frank Farkas, District 52 it has been shown that legislators and Rent-To-Own companies are working together on reducing the theft of its merchandise. In committee after committee, the amendment to Statute 812.155 was passed unanimously thus proving the clarity of both its wording and intent. The Rent-To-Own Businesses have successfully reached an understanding of this law with legislators and would now like to work just as hard with all of those in law enforcement who would be involved with Florida Statute 812.155.

The Rental Purchase industry is a 6.6 billion dollar industry. Passage of this bill has high importance for all Rent-To-Own businesses, but more importantly for the Rent-To-Own companies right here in the state of Florida. Statistics for rent to own in the state of Florida are listed below:

- Over 400 rental purchase stores in Florida
- 2,500 rental employees in Florida
- 100 million in wages paid
- Over \$400 million impact to the Florida economy

This bill has four (4) important points that the Florida Rental Dealers Association wanted to highlight for the State's Attorney Office in every county in Florida:

- This bill ensures that all Rent-To-Own customers are guaranteed due process of law and remain innocent until proven guilty.
- This bill states that current law prohibits hiring, leasing or obtaining property or equipment with the intent to defraud.
- This bill eliminates a provision of law that is confusing to law enforcement personnel and State's Attorneys
- The bill does not pose additional or stronger penalties for commission of such acts.

Rental purchases transactions have been regulated in Florida since 1988 by Chapter 559.9231 through 559.9241 Rental Purchase Agreement Act. The Florida law protects the consumer by requiring rental

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purchase agreement disclosures such as whether the property being rented is new or previously rented, rental rates, all fees and the total price to obtain ownership.

I have included a copy of the SB 1328 / HB 73, which amends Florida Statute 812.155, for your reference. These changes will take effect July 1, 2006. The strike through represents omissions to the Statute and the underscore represents additions to the Statute. Should you have any questions about the amendment please do not hesitate to contact me at any time.

It is our business to build a working relationship with all law enforcement agencies, State's Attorney Offices, and Clerk of Courts offices. We look forward to continuing our relationship with you.

Regards,

Chris Kale,
FRDA President

812.155 Hiring, leasing, or obtaining personal property or equipment with the intent to defraud; failing to return hired or leased personal property or equipment; rules of evidence.--

(1) OBTAINING BY TRICK, FALSE REPRESENTATION, ETC.--Whoever, with the intent to defraud the owner or any person lawfully possessing any personal property or equipment, obtains the custody of such personal property or equipment by trick, deceit, or fraudulent or willful false representation shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, unless the value of the personal property or equipment is of a value of \$300 or more; in that event the violation constitutes a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(2) HIRING OR LEASING WITH THE INTENT TO DEFRAUD.--Whoever, with intent to defraud the owner or any person lawfully possessing any personal property or equipment of the rental thereof, hires or leases said personal property or equipment from such owner or such owner's agents or any person in lawful possession thereof shall, upon conviction, be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, unless the value of the personal property or equipment is of a value of \$300 or more; in that event the violation constitutes a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(3) FAILURE TO REDELIVER HIRED OR LEASED PERSONAL PROPERTY.--Whoever, after hiring or leasing any personal property or equipment under an agreement to redeliver the same to the person letting such personal property or equipment or his or her agent at the termination of the period for which it was let, shall, without the consent of such person or persons ~~and with the intent to defraud,~~ knowingly abandon or ~~willfully~~ refuse to redeliver such personal property or equipment as agreed, shall, upon conviction, be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, unless the value of the personal property or equipment is of a value of \$300 or more; in that event the violation constitutes a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

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(4) ~~EVIDENCE OF FRAUDULENT INTENT.--~~

(a) In prosecutions under this section, obtaining the property or equipment under false pretenses; absconding without payment; or removing or attempting to remove the property or equipment from the county without the express written consent of the lessor, is ~~prima facie~~ evidence of fraudulent intent.

(b) In a prosecution under subsection (3), failure to redeliver the property or equipment within 5 days after receipt of, or within 5 days after return receipt from, the certified mailing of the demand for return is ~~prima facie~~ evidence of abandonment or refusal to deliver the property ~~fraudulent intent~~. Notice mailed by certified mail, return receipt requested, to the address given by the renter at the time of rental shall be deemed sufficient and equivalent to notice having been received by the renter, should the notice be returned undelivered.

(c) In a prosecution under subsection (3), failure to pay any amount due which is incurred as the result of the failure to redeliver property after the rental period expires, and after the demand for return is made, is ~~prima facie~~ evidence of abandonment or refusal to deliver the property ~~fraudulent intent~~. Amounts due include unpaid rental for the time period during which the property or equipment was not returned and include the lesser of the cost of repairing or replacing the property or equipment if it has been damaged.

(5) DEMAND FOR RETURN.--Demand for return of overdue property or equipment and for payment of amounts due may be made in person, by hand delivery, or by certified mail, return receipt requested, addressed to the lessee's address shown in the rental contract.

(6) NOTICE REQUIRED.--As a prerequisite to prosecution under this section, the following statement must be contained in the agreement under which the owner or person lawfully possessing the property or equipment has relinquished its custody, or in an addendum to that agreement, and the statement must be initialed by the person hiring or leasing the rental property or equipment:

Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are ~~prima facie~~ evidence of ~~intent to defraud~~ abandonment or refusal to deliver the property, punishable in accordance with section 812.155, Florida Statutes.

~~(7) EXCLUSION OF RENTAL PURCHASE AGREEMENTS.--This section does not apply to personal property or equipment that is the subject of a rental-purchase agreement that permits the lessee to acquire ownership of the personal property or equipment unless the rental store retains title to the personal property or equipment throughout the rental-purchase agreement period.~~

Section 2. This act shall take effect July 1, 2006.

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