

**The Real Property, Probate and Trust Law Section
Executive Council Meeting
The Ritz-Carlton, Amelia Island, Florida
Saturday, February 8, 2025**

Agenda

I. Presiding - John C. Moran, Chair

II. Secretary's Report - Angela M. Adams, Secretary

1. Motion to approve minutes of the September 7, 2024 meeting of the Executive Council held at the Loews Coral Gables, Coral Gables, FL. **p. 8**
2. Motion to approve minutes of the November 20, 2024 Zoom Only meeting of the Executive Council. **p. 76**
3. Motion to approve minutes of the December 7, 2024 meeting of the Executive Council held at The Broadmoor, Colorado Springs, CO. **p. 79**
4. RPPTL Executive Council Attendance Roster 2024-2025 (through Colorado Springs meeting). **p. 81**
 - a. Attendance Policy Reminder: RPPTL Section Bylaws, Article V, Section 4 states in relevant part, “. . . if any past section chair is absent from 10 consecutive in state executive council meetings, or if any other member of the executive council fails to attend at least 2 in-state executive council meetings in-person in any membership year, the member is deemed to have resigned from the executive council, and any section office or position held by that person is deemed vacant.”
 - b. Attention Executive Council Members: **PLEASE REVIEW THE ATTENDANCE ROSTER AND EMAIL ANGELA ADAMS WITH ANY CORRECTIONS OR NOTE THE CORRECTION ON THE ROSTER CIRCULATED AT THIS MEETING.**

III. Chair's Report — John C. Moran, Chair

1. Recognition of Special Guests.
2. Thank you to our Sponsors. **p. 95**
3. Report on Interim Actions of the Executive Committee.
 - a. On October 18, 2024, the Executive Committee approved contracts

engaging (i) Janellen Green as Copyeditor of ActionLine and (ii) Laurie Rowland as Publications Manager of ActionLine. **p. 97**

- b. On December 16, 2024, the Executive Committee approved a contract for a 1-year lease of equipment and services contract with Cvent, Inc. for event management, badge printing, and Mobile App services. **p. 106**

4. Milestones.

5. 2024-2025 Executive Council Meeting Schedule. **p. 141**

6. Update on 2025 RPPTL Convention in Orlando, Florida.

7. General Comments of the Chair.

IV. Board of Governors Report – *Michael Fox Orr, Liaison*

V. Chair-Elect's Report – *Wm. Cary Wright, Chair-Elect*

1. 2025-2026 Executive Council Meeting Schedule. **p. 142**

2. 2026-2027 Executive Council Meeting Schedule. **p. 143**

VI. Treasurer's Report – *S. Dresden Brunner, Treasurer*

Statement of Financial Conditions ending December 31, 2024. **p. 144**

VII. Director of At-Large Members Report – *Wilhelmina F. Kightlinger, Director*

VIII. CLE Seminar Coordination Report – *Brenda Ezell (Real Property) and Nicklaus J. Curley (Probate & Trust), Co-Chairs*

Upcoming CLE Calendar as of January 28, 2025. **p. 153**

IX. Legislation Committee Report – *Lee A. Weintraub (Real Property) and Sancha Brennan (Probate & Trust), Co-Chairs*

X. General Standing Committees Report – *Wm. Cary Wright, Chair-Elect*

Information Items:

1. **Homestead Issues Study Committee** – *Jeffery A. Baskies, Chair; Jeremy T. Cranford, E. Burt Bruton, Jr. and Shane Kelley, Co-Vice Chairs*

Propose legislation to revise Florida Statutes, Section 196.01 to provide clarification that a provision in a lease which is for a term of 98 years or more

which operates to terminate the leasehold interest of the lessee upon the death of the lessee will not cause the leasehold interest to fail to meet the requirements of Florida Statutes, Section 196.01. **p. 154**

2. **Ad Hoc Transfer On Death Instrument (“TODI” f/k/a RTODD) Committee** - *Christopher W. Smart, Alan S. “Steve” Kotler, Co-Chairs; Rebecca L. A. Wood, Vice Chair*

The purpose of the proposed Florida Real Property Transfer on Death Act (Fla. Stat. § 689.30) is to codify a statutory mechanism and process that will allow parties to transfer real property upon the death of the owner of the real property without having to go through probate. **p. 163**

3. **History Committee** – *David C. Brennan, Chair; E. Burt Bruton, Jr. Vice Chair*

Committee Report/Presentation.

4. **Liaison to American Bar Association** – *Edward F. Koren, Robert S. Freeman, George J. Meyer, Julius J. Zschau*

Liaison Report by Rob Freeman.

XI. Probate and Trust Law Division Report – *Jon Scuderi, Division Director*

Information Item:

1. **Probate and Trust Litigation Committee** – *R. Lee McElroy, IV, Chair; Cady L. Huss and Darren M. Stotts, Co-Vice Chairs*

Proposed action seeking to support legislation creating a summary process allowing trustee discharge in non-adversarial trust administrations without the need for judicial process. **p. 312**

XII. Real Property Law Division Report – *Steven H. Mezer, Division Director*

XIII. Probate and Trust Law Division Committees – *Jon Scuderi, Division Director*

1. **Ad Hoc Guardianship Law Revision** – Stacy B. Rubel and David C. Brennan, Co-Chairs; Sancha K. Brennan and Nicklaus J. Curley, Co-Vice Chairs
2. **Ad Hoc Study Committee on Jurisdiction and Due Process** — Barry F. Spivey, Chair; Sean W. Kelley and Shelly Wald Harris, Co-Vice Chairs
3. **Asset Protection** — Michael A. Sneeringer, Chair; Richard R. Gans, Justin M. Savioli, and Patrick J. Lannon, Co-Vice-Chairs
4. **Attorney/Trust Officer Liaison Conference** — Eamonn W. Gunther and Mitchell A. Hipsman, Co-Chairs; Stacey L. Cole, Gail G. Fagan, Michael M. Rubenstein, Kimberly Bald, and Sean Lebowitz, Co-Vice Chairs
5. **Charitable Planning and Exempt Organizations** — Denise B. Cazobon, Chair;

- Kelly L. Hellmuth and Alyssa R. Wan, Co-Vice-Chairs
6. **Elective Share Review** — Cristina Papanikos, Chair; Lauren Y. Detzel, Jason P. Van Lenten, and Jenna Rubin, Co-Vice-Chairs
 7. **Estate and Trust Tax Planning** — Richard N. Sherrill, Chair; Alfred J. Stashis, Jr., Andrew H. Thompson, and Jolyon D. Acosta, Co-Vice Chairs
 8. **Guardianship, Power of Attorney and Advanced Directives** — Elizabeth M. Hughes, Chair; Jacobeli J. Behar, Stephanie L. Cook, and Marve Ann Alaimo, Co-Vice Chairs
 9. **IRA, Insurance and Employee Benefits** — Charles W. Callahan, III, Chair; Rebecca C. Bell and Rachel N. Barlow, Co-Vice-Chairs
 10. **Liaisons with ACTEC** — Elaine M. Bucher, Tami F. Conetta, Jerome L. Wolf, Charles I. Nash, L. Howard Payne, and Diana S.C. Zeydel
 11. **Liaisons with Elder Law Section** — Travis D. Finchum and Marjorie E. Wolasky
 12. **Liaison with the FSGA** – Stephanie Cook
 13. **Liaisons with Tax Section** — William R. Lane, Jr., Brian M. Malec, and Brian C. Sparks
 14. **Liaison with Professional Fiduciary Council** — Darby Jones
 15. **OPPG Delegate** — Darby Jones
 16. **Principal and Income** — Jolyon D. Acosta and Keith B. Braun, Co-Chairs; Susan Kubar, Vice-Chair
 17. **Probate and Trust Litigation** — R. Lee McElroy, IV, Chair; Cady L. Huss and Darren M. Stotts, Co-Vice Chairs
 18. **Probate Law and Procedure** — Theodore S. Kypreos, Chair; Benjamin F. Diamond, Stacey Prince-Troutman, and J. Grier Pressley, III, Co-Vice Chairs
 19. **Trust Law** — David J. Akins, Chair; Jennifer J. Robinson, M. Travis Hayes, and Frederick “Ricky” Hearn, Co-Vice Chairs
 20. **Wills, Trusts and Estates Certification Review Course** — J. Allison Archbold, Chair; J. Eric Virgil and Alyse Reiser, Co-Vice Chairs

XIV. Real Property Law Division Committees – Steven H. Mezer, *Division Director*

1. **Attorney Banker Conference** — Kristopher E. Fernandez and Salome J. Zikakis, Co-Chairs; R. James “Jim” Robbins, Jr., Vice Chair
2. **Commercial Real Estate** — E. Ashley McRae and Alexandra D. Gable, Co-Chairs; Annabella Barboza and Erin M. Miller, Co-Vice Chairs
3. **Condominium and Planned Development Law Certification Review Course** — Christine M. Ertl and Alessandra Stivelman, Co-Chairs
4. **Condominium and Planned Development** — Alexander B. Dobrev and Allison L. Hertz, Co-Chairs; Jordan Haynes and Joel McTague, Co-Vice Chair
5. **Construction Law** — Sanjay Kurian, Chair; Bruce D. Partington, Jason J. Quintero, and Brett Henson, Co-Vice Chairs
6. **Construction Law Certification Review Course** -- Scott P. Pence, Chair; Jason J. Quintero and Ryan Sullivan, Co-Vice Chairs
7. **Construction Law Institute** — Bradley R. Weiss, Chair; Trevor B. Arnold and Haley R. Maple, Co-Vice Chairs
8. **Development & Land Use** — Lisa B. Van Dien, Chair; Jin Liu and Gregg Strock,

Co-Vice Chairs

9. **Insurance & Surety** — Adele I. Stone and Debbie S. Crockett, Co-Chairs; Anne Q. Pollack, Vice Chair
10. **Liaisons with FLTA** — Alan K. McCall, Melissa J. Murphy, Alan B. Fields and James C. Russick
11. **Liaison with American College of Real Estate Lawyers (ACREL)** — Martin A. Schwartz and William P. Sklar
12. **Liaison with American College of Construction Lawyers (ACCL)** — George J. Meyer
13. **Liaison with Florida Realtors** — Louis “Trey” E. Goldman, III
14. **Real Estate Certification Review Course** — Lloyd Granet, Chair; Martin S. Awerbach, Laura M. Licastro, and Melissa Scaletta, Co-Vice Chairs
15. **Real Estate Leasing** — Christopher A. Sajdera, Chair; Ryan J. McConnell and Terrence Harvey, Co-Vice Chairs
16. **Real Property Finance & Lending** — Jason M. Ellison and Deborah B. Boyd, Co-Chairs; Jin Liu and Nicole M. Villarroel, Co-Vice Chairs
17. **Real Property Litigation** — Manuel Farach and Shawn G. Brown, Co-Chairs; Amanda R. Kison and Lindsay Moczynski, Co-Vice Chairs
18. **Real Property Problems Study** — Susan K. Spurgeon, Chair; Brian W. Hoffman, Amber E. Ashton, and Scott Pence, Co-Vice Chairs
19. **Residential Real Estate and Industry Liaison** — James “Jamie” A. Marx and Kristen K. Jaiven, Co-Chairs; Rebecca L.A. Wood and Richard S. McIver, Co-Vice Chairs
20. **Title Insurance and Title Insurance Industry Liaison** — Christopher W. Smart, Chair; Leonard F. Prescott, IV, Jeremy T. Cranford, and Michelle G. Hinden, Co-Vice Chairs
21. **Title Issues and Standards** — Amanda K. Hersem, Chair; Robert M. Graham, Karla J. Staker, Lee Offir, and Melissa Scaletta, Co-Vice Chairs

XV. General Standing Committees — *Wm. Cary Wright, Chair-Elect*

1. **Ad Hoc Bylaws** -- Robert S. Swaine and William T. Hennessey, III, Co-Chairs
2. **Ad Hoc Protocols** – Stacy O. Kalmanson, Chair; Colleen C. Sachs and Rachel Barlow, Co-Vice Chairs
3. **Ad Hoc Rules Revisions** – Michael V. Hargett, Thomas M. Karr, and J. Richard Caskey, Co-Chairs
4. **Ad Hoc TODI (Transfer on Death Instrument f/k/a RTODD)** — Christopher W. Smart and Alan S. “Steve” Kotler, Co-Chairs; Rebecca L.A. Wood, Vice Chair
5. **Amicus Coordination** — Kenneth B. Bell, Gerald B. Cope, Jr., Robert W. Goldman and John W. Little, III, Co-Chairs; J. Grier Pressly, III and Brian Hoffman, Co-Vice Chairs
6. **Budget** — S. Dresden Brunner, Chair; Tae K. Bronner, Linda S. Griffin, Pamela O. Price, and Alfred J. Stashis, Jr., Co-Vice Chairs
7. **Communications** -- Michael V. Hargett, Chair; Laura K. Sundberg, Vice Chair
8. **CLE Coordination** — Brenda B. Ezell and Nicklaus Curley, Co-Chairs; Robert Lancaster, Tattiana Stahl, Amanda R. Kison, Silvia B. Rojas, Yoshimi O. Smith, and

- Christopher A. Sajdera, Co-Vice Chairs
- 9. Convention Coordination** — Stacy O. Kalmanson and Stephanie Cook, Co-Chairs
- 10. Disaster and Emergency Preparedness and Response** — Colleen C. Sachs, Chair; Amy B. Beller and Michael A. Bedke, Co-Vice Chairs
- 11. Fellows** — Bridget M. Friedman, Chair; Taniquea C. Reid and Jeanette Mora, Cummins, Co-Vice Chairs
- 12. History** -- David C. Brennan and E. Burt Burton, Jr., Co-Chairs; Michael P. Stafford, Vice Chair
- 13. Homestead Issues Study** — Jeffrey A. Baskies, Chair; Jeremy T. Cranford, E. Burt Bruton, Jr., and Shane Kelley, Co-Vice Chairs
- 14. Information Technology** — Hardy L. Roberts III, Chair; Alexander B. Dobrev, Jesse B. Friedman, and Jourdan Haynes, Co-Vice Chairs
- 15. Law School Outreach** — Kymberlee C. Smith, Chair; Kristine L. Tucker and Amanda C. Cummins, Co-Vice Chairs
- 16. Legislation** — Sancha C. Brennan (PT) and Lee A. Weintraub (RP), Co-Chairs; Arthur J. Menor (RP), Christopher W. Smart (RP), M. Travis Hayes (PT), Benjamin F. Diamond (PT), Michael V. Hargett (RP) and Stephanie Cook (PT), Co-Vice Chairs
- 17. Legislative Update** — Salome J. Zikakis (RP) and Kit Van Pelt (PT), Co-Chairs; Gutman Skrande (PT), Jennifer S. Tobin (RP), Terrence L. Harvey (RP), and Jeffrey S. Goethe (PT), Co-Vice Chairs
- 18. Liaison with:**
- a. **American Bar Association (ABA)** — Edward F. Koren, Robert S. Freedman, George J. Meyer, and Julius J. Zschau
 - b. **Business Law Section** -- Manuel Farach
 - c. **Clerks of Circuit Courts** — Laird A. Lile
 - d. **FLEA / FLSSI** — David C. Brennan and Roland D. Waller
 - e. **Florida Bankers Association** — Robert G. Stern
 - f. **Judiciary** — Judge Mary Hatcher, Ret. Judge Hugh D. Hayes, Judge Mark A. Speiser, Judge Michael Rudisill, and Judge Kenneth Gillespie
 - g. **Out of State Members** — John E. Fitzgerald, Jr. and Nicole C. Kibert Basler
 - h. **TFB Board of Governors** — Michael Fox Orr
 - i. **TFB CLE Committee** — Nicklaus Curley and Brenda B. Ezell
 - j. **TFB Council of Sections** — John C. Moran and Wm. Cary Wright
 - k. **TFB Pro Bono Legal Services** — Lorna E. Brown-Burton
- 19. Long-Range Planning** — Wm. Cary Wright, Chair
- 20. Meetings Planning** — George J. Meyer, Chair
- 21. Membership** — Lawrence J. Miller, Chair; Annabella Barboza, Shayla M. Johnson-Mount, Eryn E. Riconda, and Joseph M. Percopo, Co-Vice Chairs
- 22. Model and Uniform Acts** — Patrick J. Duffey and Amber E. Ashton, Co-Chairs; Michael A. Bedke and Cullen I. Boggus, Co-Vice Chairs
- 23. Professionalism and Ethics** — Andrew B. Sasso, Chair; Alexander B. Dobrev, Elizabeth A. Stoops, Laura K. Sundberg, and Ret. Judge Celeste H. Muir, Co-Vice Chairs
- 24. Publications ActionLine** — Erin F. Finlen and Michelle G. Hinden, Co-Chairs; Alexander S. Douglas, II, Gregg I. Strock, Seth R. Kaplan, Daniel L. McDermott,

Paul E. Roman, and Lisa Van Dien, Co-Vice Chairs

25. Publications Florida Bar Journal — J. Allison Archbold (PT) and Homer Duvall, III (RP), Co-Chairs; Marty J. Solomon, Brian C. Sparks, Jonathan A. Galler, and Jack A. Falk, Co-Vice Chairs

26. Sponsor Coordination — Rebecca C. Bell, Chair; Jason J. Quintero, Marsha G. Madorsky, J. Michael Swaine, Cullen I. Boggus, and Silvia B. Rojas, Co-Vice Chairs

27. Strategic Planning — Robert S. Freedman and William T. Hennessey, III, Co-Chairs

28. Strategic Planning Implementation — Robert S. Freedman, William T. Hennessey, III, Robert S. Swaine, Sarah S. Butters, and S. Katherine Fraizer, Co-Chairs

XVI. [New Business](#)

XVII. [Adjourn](#)

Motion to Adjourn.

ACTIVE:35553125.1

**Real Property, Probate and Trust Law Section
Minutes of the Executive Council Meeting
Loews Coral Gables, Coral Gables, Florida
Saturday, September 7, 2024**

I. Presiding - John C. Moran, Chair

The Chair called the meeting to order at approximately 9:40 a.m.

II. Secretary's Report - Angela M. Adams, Secretary

1. Secretary, Angela Adams, presented the Minutes of the June 1, 2024, meeting of the Executive Council held at The Breakers, Palm Beach, Florida, for approval. A motion to approve those Minutes was made and seconded. The motion PASSED unanimously.

2. The attendance roster was circulated.

III. Chair's Report — John C. Moran, Chair

1. Recognition of Special Guests.

2. The Chair recognized and thanked all of the Section's Platinum, Gold, and Silver Sponsors, as well as the Section's App Sponsor. During the course of the meeting, the Chair invited the following Sponsor representatives to briefly address the Council:

Jim Russick - Old Republic
Todd Jones - Real Advice
Melissa Murphy - The Fund
Deb Boyd – Catic
Gary Marshall - Stout
David Shanks - Stewart
Karla Staker – FNF Family of Companies
John Harris and Richard DeNapoli– Coral Gables Trust
Laura Licastro – Westcor Land Title Insurance Company
Bill Boyce – First American Title
Travis Finchum – Guardian Trust
Carlos Batlle – J.P. Morgan
Lee Offir - Title Resources
Joe Tschida – WFG National Title Insurance Company

3. The Chair announced the creation of a New Ad Hoc Committee on Covenants that Run with the Land following the discussions at the Executive Council meeting on

June 1, 2024.

4. The Chair called the Council's attention to the 2024-2025 Executive Council Meeting Schedule and noted the following:

- a. *New Meeting Added:* November 20, 2024, at 10:00 a.m. will be a Zoom only meeting to review and vote on the proposed RPPTL Section Budget.
- b. It is anticipated that registration will be released within next 2 weeks for the December 4-8, 2025, Out-of-State Meeting at The Broadmoor, Colorado Springs, CO.

5. Milestones. None.

6. General Comments of the Chair. None

IV. Board of Governors Report – *Michael Fox Orr, Liaison*. No report.

V. Chair-Elect's Report – *Wm. Cary Wright, Chair-Elect*

Cary Wright briefly reviewed the 2025-2026 Executive Council Meeting Schedule. Plans for his out-of-state meeting tentatively include an Avalon Cruise on the Danube River from Sunday, April 19, 2026 – Friday, April 25, 2026. He will be exploring adding excursions on Saturday, April 18, 2026, in Budapest for those that arrive by Friday, April 17th. Cary hopes to book the entire boat; those who attend will likely be required to pay up front.

VI. Treasurer's Report – *S. Dresden Brunner, Treasurer*

Dresden Brunner (via Zoom) reported that the Statement of Financial Conditions through June 30, 2024, is in the Agenda package. The cost to provide for Zoom attendance at this meeting was \$717.50. She also announced that the Budget Committee is working on a proposed budget for 2025-2026, and requested anyone with comments regarding next year's budget contact her.

Steve Hearn observed that the Section's reserve at fiscal year-end 2024 is approximately \$4 million. He announced that he has asked the Chair to form a committee to review the amount of the reserve and consider how some of that reserve may be spent for benefit of Section members. He believes there is a middle ground between hold reserves and "spend it all."

Other comments included: the funds belong to The Florida Bar, therefore, The Bar could spend some of those reserves; however, the Board of Governors approves The Florida Bar budget. It was also suggested that the Strategic Plan address this issue.

VII. Director of At-Large Members Report – *Wilhelmina F. Kightlinger, Director*

Willie Kightlinger (via Zoom), after a "Go Bolts!" to Lee Weintraub who was wearing an annoying Panther's jersey, thanked Colleen Sachs for leading the ALMs meeting in Willie's absence. Willie reported that the ALMs will be working with Mike Hargett and his Committee regarding the new Civil Rules to get the word out regarding the recent

amendments. Willie concluded with a brief overview of what and who ALMs are, importantly, they are here to help and assist!

VIII. CLE Seminar Coordination Report – Brenda Ezell (Real Property) and Nicklaus J. Curley (Probate & Trust), Co-Chairs

Brenda Ezell reported that the upcoming CLE programs as of August 27, 2024, are in the Agenda package for the meeting. She also thanked everyone who organizes and speaks at the Section's programs. The December CLE calendar is wide open for programs – contact Brenda or Nick!

IX. Legislation Committee Report – Lee A. Weintraub (Real Property) and Sancha Brennan (Probate & Trust), Co-Chairs

Sancha Brennan reported that the deadline for proposed legislation to be approved for the 2025 legislative session is this meeting. Therefore, proposals not approved by this Executive Council meeting will be scheduled for the 2026 legislative session. The Committee's Vice-Chairs were introduced, and the Council was reminded that all necessary forms are on the Legislation Committee's website, as well as deadlines. She closed by thanking the Section's lobbyists.

X. General Standing Committees Report – Wm. Cary Wright, Chair-Elect

Action Item:

1. **Strategic Planning Committee** – Robert S. Freedman and William T. Hennessey, III, Co-Chairs

a. Rob Freedman reviewed the objectives in the proposed plan. Motion to approve proposed Strategic Plan for the RPPTL Section of the Florida Bar PASSED unanimously.

b. The Strategic Implementation Committee, consisting of the most recent 5 past chairs will be meeting with the Executive Committee to discuss implementation of the Plan and to create some measurable goals.

Information Items:

1. **Fellows Committee** - Bridget Friedman, Chair

Bridget Friedman introduced the new Fellows for 2024-2026. She asked each of them to complete this sentence: "If you really know me, you would know ..."

Camille Bailey (RP) – She is an identical twin to Lillith Bailey!

Lisa Super (RP) – She loves crocheting!

Lyudmyla Kolyesnik (PT) – She is Ukrainian but grew up in Massachusetts, started college at 15, was married at 16, and she roller skates!

Arienne Valencia (PT) – She likes cooking and Pilates (it's very hard)!

Welcome to the new Fellows!!

2. **Ad Hoc Rules Revisions Committee** -- *Michael V. Hargett, Thomas M. Karr, J. Richard Caskey, Co-Chairs*

Michael Hargett thanked all of the speakers participating in the 7-hour CLE program on the new Civil Rules, and announced that program is now available in the Section's online OnDemand CLE catalog. The Committee is working on targeted marketing to other sections. Credit for appropriate certification areas will be forthcoming. Mike thanked the ALMs for their assistance in getting the word out about this program.

3. **History Committee** – *David C. Brennan, Chair*

Mike Stafford gave a presentation for the Committee which included the following nuggets:

- RPPTL was created in 1954, but actually began as the Real Estate Law Section (Minutes of April 1954 BOG meeting).
- Paul Gaine was the Section's first Chair.
- In 1956, the Board of Governors approved a motion combining the Committee on Probate with the Real Estate Law Section and renaming the Section the Real Property, Probate, and Trust Law Section.
- The first probate practitioner to chair the Section was Karl Dunbar in 1959 (but it appears that Mr. Dunbar was also a RP practitioner).

Mike announced that there is a Memory Board at each EC meeting with historic articles, information, and pictures; however, the Committee may need to rent a jumbotron for John Neukamm's 65,000+ photos!

XI. **Probate and Trust Law Division Report** – *Jon Scuderi, Division Director*

Action Items:

1. **Probate and Trust Litigation** – *R. Lee McElroy, IV, Chair*

Motion to: (a) support legislation that bars the ability of a successor fiduciary to bring a claim or action against a former trustee when the beneficiaries are barred from bringing such claim or action; (b) find the legislation is within the purview of the RPPTL Section; and (c) expend funds in support of the proposed legislative position.

Lee McElroy presented and explained the proposed legislative position.

Motion PASSED unanimously without any questions or discussion.

2. **Guardianship, Power of Attorney and Advanced Directives** – *Elizabeth M. Hughes, Chair*

Motion to: (a) support legislation that strengthens the authorization of the court to remove a professional guardian when the professional guardian's registration has been suspended or revoked by the Office of Public and Professional Guardians; (b) find the legislation is within the purview of the RPPTL Section; and (c) expend funds in support of the proposed legislative position.

Elizabeth Hughes presented and explained the proposed legislative position.

Motion PASSED unanimously without any questions or discussion.

3. **Guardianship, Power of Attorney and Advanced Directives** – *Elizabeth M. Hughes, Chair*

Motion to: (a) support legislation that allows a petitioner to voluntarily dismiss a petition to determine incapacity prior to the entry of an order determining the alleged incapacitated person to be incapacitated regarding any right; (b) find the legislation is within the purview of the RPPTL Section; and (c) expend funds in support of the proposed legislative position.

Elizabeth Hughes presented and explained the proposed legislative position.

Motion PASSED unanimously without any questions or discussion.

Information Items:

1. **Report on Workgroup on Uncontested Probate Proceedings** – *Benjamin F. Diamond*

Ben Diamond gave a brief explanation regarding the creation of the Workgroup (*In Re: Workgroup on Uncontested Probate Proceedings*, Supreme Court of Florida, No. AOSC24-40, April 30, 2024), and explained that the task of the Workgroup is to review the State's probate process and make any appropriate recommendations to improve its effectiveness and efficiency. The Workgroup also will review the probate process in other states, such as unsupervised probate and other informal probate procedures.

2. **Ad Hoc Study Committee on Jurisdiction and Due Process** – *Barry Spivey, Chair*

Report on status of proposed revision to Part III of Chapter 736 to clarify

procedure for acceptance by a designated representative and the authority and fiduciary status of such representatives.

This was an Action Item at the July 2024 EC meeting. Report deferred pending further work by the Committee.

3. **Probate and Trust Litigation** – *R. Lee McElroy, IV, Chair*

Lee McElroy reported on the status of proposed legislation creating a summary process to allow trustee discharge in non-adversarial trust administrations without the need for judicial process.

4. **Delaware Statutory Trusts** - Colleen Sachs and Jennifer Bloodworth reported that work is being done in the Commercial Real Estate Committee regarding Delaware Statutory Trusts (business trusts). Such Trusts allow a conveyance to the Trust, not Trustee, which creates challenges for title companies. The Committee is working on proposed legislation to permit valid Delaware Statutory Trusts or statutory business trust formed in foreign states or jurisdictions to be recognized in Florida so that the Trust may hold title to and convey real property.

The Commercial Real Estate Committee will work with the Trust Law Committee on this project.

XII. **Real Property Law Division Report** – *Steven H. Mezer, Division Director*

1. **Real Property Litigation Committee** – *Shawn Brown -*

At the time that the new Ad Hoc Committee on Covenants that Run with the Land was formed (see III. 3., above), leadership (Chair, Chair-Elect, RP Division Director) was unaware that the Real Property Litigation Committee was working on refining a proposed amicus position. Therefore, Steve Mezer invited Shawn Brown to present and discuss the Committee's Amicus Position Request circulated via the App and via a QR Code at the EC meeting. Copy of the Committee's Amicus Position Request is attached.

The Chair explained that given the importance of this issue, the plan was to create an Ad Hoc Committee to work on it; however, no one wants to deprive the Committee of an opportunity to present its proposed position and White Paper. Accordingly, the Committee is being given an opportunity to be heard. The Chair also noted that since the proposed White Paper was not included in the Agenda package for this meeting, there would need to be a motion to waive the requirement in Article VIII, Section 4, of the Section's Bylaws that a proposed position be placed on the agenda and supporting documentation distributed to the Executive Council at least one week prior to the Executive Council meeting before the Committee's motion can be considered. That Motion requires a 2/3 vote of members present and voting for waiver of the notice requirement.

Shawn Brown explained the proposed position is for the Section to provide context to the Court on the significance of a clear definition of what constitutes a real covenant, including that collateral matters are not real covenants.

As background, Shawn reminded the Council that at the Executive Council meeting in June 2024, the consensus was that the Section's position needed to be defined in order for an amicus brief to be prepared. The Real Property Litigation Committee has attempted to do that in the White Paper. Shawn explained the proposed position for an amicus curie brief on behalf of the Section which was set forth in the White Paper. He also explained that the amicus brief would be in conjunction with Ad Hoc Committee on Covenants that Run with the Land, not in place of that project. The Committee's concern is that by the time the Ad Hoc Committee acts, the time for filing an amicus brief will have passed.

Comments from Executive Council members included:

- The law regarding covenants is a mess because case law is all over the place. The Section needs to assist the Court by describing what a covenant running with the land is.
- The position is that clarity is needed; the Section should ask the Court to tell us what is and is not a covenant running with the land.
- The proposed amicus brief would be premature. The case law is not clear. The Section should not take a position that "we don't know."
- If the Section appears as Amicus, we need to be able to tell the Court what the law is. We cannot do that in this case because we cannot provide a clear definition of covenant running with the land. Ad Hoc Committee is the way to go – create a definition.
- The proposed position would disregard the intent of the drafter. For example, saying that a covenant that runs with the land must "touch and involve" land would prevent collateral matters (such as fee provisions) from being enforced against successors in interest, which may be contrary to the drafter's intent. The proposed position would mean the Section is opposing prevailing party fee provisions.
- The White Paper would give the Court context. Matters such as those in the preceding bullet point above can be addressed by the new Ad Hoc Committee.
- Telling the Court the current state of the law provides assistance to the Court.
- Problems arise when a developer puts all sorts of covenants in a deed to the first buyer, then 3 or so sales down the road, the later buyer doesn't know about those covenants.
- There is no reason to explain Hayslip to the Court because the makeup of the Court has not changed much (1 justice). Let each industry group file an amicus brief, but there is not consensus within Section.
- This is not an industry issue. We need the best law for the state of Florida and an amicus is best for the state. The Section needs to explain to the Court what we are seeing and how this area of law is impacting citizens.

John Little – Co-Chair of the Amicus Committee reported that the Amicus Committee has met the last couple of days and offers the following comments:

- There are many decisions by the Court each week that touch our areas of law. The Section has historically been selective on its amicus appearances and that has probably been beneficial to the Section. Make sure this is one of the occasions where the Section really needs to weigh in.
- Is this an issue upon which industry groups should weigh in?
- In the past, the Section has not filed an amicus brief when there was division or meaningful disagreement within the Section.
- At this point, it is late in the process – any amicus brief in the pending case would be coming in late. The Section would need approval from BOG, then have to ask the Court for leave to appear. This needs to be important at this late date.

A Straw poll by show of hands was taken:

Those in favor of filing amicus brief – some in favor

Those opposed to filing an amicus brief - large majority opposed.

A Straw poll by show of hands was taken:

Those in favor of waiving the requirement of Article VIII, Section 4 of the Section's Bylaws – some in favor

Those opposed to waiving said requirement – large majority opposed.

Motion to waive the requirement in Article VIII, Section 4, of the Section's Bylaws that a proposed position be placed on the agenda and supporting documentation distributed to the Executive Council at least one week prior to the Executive Council meeting was made and seconded. Motion FAILED.

Action Items:

1. **Condominium and Planned Development** – *Alexander B. Dobrev and Allison L. Hertz, Co-Chairs*

Proposed Revisions to Parts I – III of Chapter 718 Regarding Nonresidential Condominiums.

Motion to: (a) support amendments to Chapter 718, Florida Statutes to provide more flexibility for nonresidential condominiums; (b) find the legislation is within the purview of the RPPTL Section; and (c) expend funds in support of the proposed legislative position.

Marty Schwartz presented and explained the proposed legislative position. Six items in the proposal deal with nonresidential condos, one item deals with nonresidential and residential. Marty briefly described the proposed revisions and reported that the Action Item had been approved almost unanimously by the Committee and by the Real Property Litigation Committee, only 2 “no” votes.

Shawn Brown made several comments in opposition to parts of the proposed legislation. Motion by Shawn Brown to amend the proposal by striking lines 1729 - 1730. The amendment was not accepted by the Committee. Motion was seconded. Motion FAILED.

Committee motion (without amendment) PASSED.

2. **Condominium and Planned Development** – *Alexander B. Dobrev and Allison L. Hertz, Co-Chairs*

Proposed Revisions Relating to Elections and Recalls in Condominium, Homeowner and Cooperative Associations

Motion to: (a) support proposed revisions to legislation regarding director elections and recall procedures and adopting the following as official Real Property, Probate and Trust Law Section Legislative Position, and more specifically to revise director elections and recall procedures in community associations and authorize execution of certain documents by electronic means, including amendments to Fla. Stat. s. 718.112(2)(l), s. 718.1255(4), (6)-(8), s. 718.128, s. 719.106(a)(2), (f) & (o), s. 719.129, s. 720.302, s. 720.303(10), s. 720.306(8)-(10), and s. 720.311; (b) find the legislation is within the purview of the RPPTL Section; and (c) expend funds in support of the proposed legislative position.

Allison Hertz presented and explained the proposed legislative position. She then explained that Michael Gelfand had contacted her and offered some technical changes which are acceptable.

Motion by Michael Gelfand to amend the proposed legislation as reflected by the edits in green on the copy of the proposed bill attached to these Minutes. Motion was accepted as a friendly amendment.

Committee's motion, as amended, PASSED.

3. **Construction Law** – *Sanjay Kurian, Chair*

Revisions to Florida's Statutes of Limitations and Repose for Actions Founded Upon an Improvement to Real Property – Section 95.11(3)(b), Florida Statutes.

Motion to: (a) support legislation establishing statute of limitations and statute of repose periods for actions founded upon the design, planning, or construction of an improvement to real property; (b) find the legislative position is within the purview of the RPPTL Section; and (c) expend funds in support of the proposed legislative position.

Sanjay Kurian presented and explained the proposed legislative position.

Motion PASSED unanimously.

4. **The Florida Bar's Florida Realtor-Attorney Joint Committee** – *Colleen C. Sachs, Co-Chair of the Contract Subcommittee*

Motion to approve the following new riders to the Florida Realtors/Florida Bar Residential Contract for Sale and Purchase addressing the Buyer Broker Commission made necessary by the recent NAR (National Association of Realtors) Settlement: (a) Rider FF, which provides for a credit related to a separate brokerage agreement between the buyer and the buyer's broker; and (b) Rider GG, which makes the contract contingent upon the buyer's broker executing a compensation agreement either with the seller's broker or the seller.

Colleen Sachs presented and explained the proposed legislative position.

Motion PASSED unanimously.

XIII. New Business – None.

XIV. Adjourn

Meeting adjourned at 12:16 p.m.

Respectfully submitted by:

Angela M. Adams

Secretary, RPPTL Section

AMICUS POSITION REQUEST

RJ'S INTERNATIONAL TRADING, LLC V. CROWN CASTLE SOUTH, LLC FLORIDA SUPREME COURT – SC2024-0547

1. SUMMARY OF LEGAL ISSUES AND HOLDING

The certified question to the Florida Supreme Court is whether under Florida law, if an easement agreement has a prevailing party attorney fee provision, is the fee provision a real covenant that runs with the land. Both RJ's International and Crown Castle were successors in interest to an easement agreement. The easement agreement was "for utilities and vehicular and pedestrian ingress and egress over, across, and upon the Easement Property" and "over, across, and upon the Easement Property for the purpose of ... constructing, maintaining, repairing and replacing paved areas for vehicular and pedestrian ingress to and egress from the Benefitted Property and constructing, maintaining, and replacing utility facilities." The easement agreement also contained an attorneys' fee provision providing for the prevailing party to recover attorneys' fees and court costs from the non-prevailing party.

Following trial, the trial court found a valid easement agreement existed, that it ran with the land, bound successors in interest, and could be enforced against a non-party signatory. The Court entered a final judgment in favor of RJ's International against Crown Castle for monetary damages but did not enter a permanent injunction.

RJ's International moved for attorney's fees under the easement agreement, asserting it was a covenant running with the land and that it was entitled to enforce the agreement as a successor. The trial court denied the request for attorneys' fees, holding that the fee provision in the easement agreement was a personal covenant that does not "touch upon and concern the land" and created rights and obligations as to the original contracting parties.

2. APPLICABLE LAW AND ARGUMENT

This case addresses the determination of when a covenant is a real covenant running with the land and when a covenant is a personal covenant binding only on the initial contracting parties. Only covenants running with the land go down the chain of title to bind subsequent parties. See Hayslip v. U.S. Home Corp., 336 So.3d 207 (Fla. 2022); Caulk v. Orange County, 661 So.2d 932 (Fla. 5th DCA 1995); and J.H. Williams Oil Co. v. Harvey, 872 So.2d 287 (Fla. 2d DCA 2004).

Covenants are divisible into two major classes: (1) real covenants, which run with the land and typically bind the heirs and assigns of the covenanting parties, and (2) personal covenants, which bind only the covenanting parties personally. The primary test

of whether the covenant runs with the land or is merely personal is whether it concerns the thing granted and the occupation or enjoyment thereof,” or, on the other hand, whether it is merely “a collateral or a personal covenant not immediately concerning the thing granted.”

RJ’s International argues that the entire easement agreement binds Crown Castle under the term “the parties hereto” in the attorney fee provision when read in its entirety. The second argument is that under both Hayslip and Harvey, the attorneys’ fee provision is part of seeking full enjoyment of the land and flows to the successors.

Crown Castle argues the attorney fee provision should track Caulk and is not a real covenant since it only tangentially concerns the land and has no effect on it. The only thing the attorney fee provision touches and concerns is personal property, namely the attorneys’ fees to be recovered.

3. ISSUES RAISED BY THE COURT

The 11th Circuit found merit to both positions advanced by RJ’s International and Crown Castle. As to the first argument of RJ’s International, the 11th Circuit noted a general rule that attorneys’ fee provisions in a contract are unlikely to be enforceable against a third party. Where the parties are successors in interest, the Court noted there was no Florida case on point and declined to reverse the trial court where it struggled to discern an intent for fees from a contract the parties did not draft and did not sign.

The Court noted the arguments of the parties were reasonable as to whether the attorneys’ fee provision was a real covenant or personal covenant, finding each that Caulk, Harvey, and Hayslip were possible interpretations of Florida law. It is noted in Caulk that the payment of cash is merely tangential to the land and does not touch and concern the land to run with the land. On the other hand, the 11th Circuit noted that Harvey tackled a similar issue and held the transfer of cash could be enforced down the chain of title as a real covenant where the language of the underlying instrument expressed the intention of the initial parties that title to the property was taken subject to this provision. Finally, in examining Hayslip, the Court noted an attorney fee provision was a step further removed from the land than the arbitration provision. The arbitration provision dealt with resolving disputes with the developer to fix defective work and was “one step removed” from the property, while an attorney fee provision was two steps removed.

4. IMPACT ON SECTION INTEREST

The 11th Circuit’s certified question confirms the current confusion that exists post-*Hayslip* as to what constitutes a real covenant running with the land. While the Eleventh Circuit viewed *Hayslip* as factually close to the question here, the Eleventh Circuit was hesitant to apply that ruling since it viewed the fee provision here as “...a step further removed from the land than the arbitration provision was in *Hayslip*.” In other words, the

Eleventh Circuit was unclear if the attorney fee provision at issue here sufficiently “touched and involved the land” necessary to satisfy the first prong of a real covenant.

This observation by the Eleventh Circuit highlights the post-*Hayslip* confusion as to what “touches and involves” the land, which is a threshold question in determining what constitutes a real covenant. This increasing confusion now occurs every day as deeds are prepared and executed in Florida without clear guidance for the grantor on whether those covenants¹ would be enforceable as real covenants down the chain of title. Likewise, the same confusion now occurs every day as consumers buy real estate without clear guidance on whether provisions in the prior chain of title (to which the buyer was not in privity) are enforceable against the buyer.

The confusion regarding what constitutes a real covenant ultimately hurts Florida consumers. When these consumers buy their homes, they have no way of knowing whether they will be bound by prior provisions in the chain of title to which they were not in privity. These prior provisions in the chain of title typically would not impact the marketability of title, so a consumer would not have the ability to extract from most contracts on the basis of a title objection. Moreover, if the closing occurs, such provisions would practically not be covered by a title insurance policy since there would be no diminution in the value of the property. The consumer is left to bear the consequence of this risk without any ability to assess that risk.

5. REQUESTED AMICUS POSITION

The requested amicus position is for the Section to provide context to the Court on the significance of a clear definition of what constitutes a real covenant, and specifically how that potentially impacts every consumer that purchases a home in Florida. This context would be explained based on current practice, with many deeds routinely recorded throughout the state. As to what constitutes a real covenant, the amicus would reinforce the ruling in *Caulk* that matters that are merely “collateral” should not be enforced as real covenants. The amicus would not seek to overturn *Hayslip*. While the enforcement of an arbitration provision down the chain of title is debatable, it is not debatable that the primary issue addressed in *Hayslip* was stucco damage, which does affect the enjoyment and use of the property. While the amicus will not seek to overturn *Hayslip*, it will advocate that *Hayslip* should not be interpreted to mean that “collateral” matters should be deemed “touch and involve the land” merely because the original parties expressed the intent to do so. To “touch and involve the land” must be

¹ Such covenants include association transfer fees, waivers of jury trial and other constitutional rights, reference to unrecorded documents as controlling over recorded documents, occupancy covenants, deed restrictions that control over declaration covenants, and forum selection and venue provisions.

independently analyzed to prevent “collateral” matters from being enforced down the chain of title to the detriment of unknowing and innocent consumers.

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A bill to be entitled

An act relating to ____; providing an effective date.

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

Section 1. Section 718.112(2) (1) ~~is and (p) are~~ amended to read as follows:

Subject to s. 718.301, any member of the board of administration may be recalled and removed from office with or without cause by ~~the vote or~~ agreement in writing by a majority of all the voting interests. A voting interest of the condominium may not be

suspended for any reason when voting on recall of a member of the board of administration and any prior suspension of voting rights pursuant to s. 718.303(5) shall be of no effect for any recall. ~~A~~

~~special meeting of the unit owners to recall a member or members of the board of administration may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.~~

1. ~~If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided in~~

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~~this paragraph. The board shall duly notice and hold a board meeting within 5 full business days after the adjournment of the unit owner meeting to recall one or more board members. Such member or members shall be recalled effective immediately upon conclusion of the board meeting, provided that the recall is facially valid. A recalled member must turn over to the board, within 10 full business days after the vote, any and all records and property of the association in their possession.~~

~~2. If the proposed recall is by an agreement in writing by a majority of all voting interests, the~~ agreement in writing or a copy thereof shall be served on the association by the United States Postal Service or national courier that provides proof of mailing or shipping and proof of delivery with the handwritten or electronic signature of the recipient or other responsible person at the delivery address, by certified ~~certified~~ registered mail, or ~~by personal service~~ in the manner authorized by chapter 48 and the Florida Rules of Civil Procedure. The board of administration shall duly notice and hold a meeting of the board within 5 full business days after receipt of the agreement in writing. Such member or members shall be recalled effective immediately upon the conclusion of the board meeting, provided that the recall is facially valid. A recalled member must turn over to the board, within 10 full

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business days, any and all records and property of the association
in their possession.

2. The only grounds for rejecting a ~~member's~~ unit owner's recall
agreement under this section are:

~~(a)~~ Failure to properly serve the recall agreement.

(b) The recall agreement was executed by a person who was not a
unit's record owner at the time of service of the recall
agreement or designated voter.

~~(b)~~ The recall agreement was pre-marked for the removal of ~~the~~
~~director~~ any board member.

~~(ed)~~ The agreement does not contain any marking indicating the
selection by the ~~member~~ unit owner to either remove or retain ~~the~~
~~director~~ any board member.

~~(de)~~ The recall agreement does not contain a signature.

~~(e) The recall agreement was executed by a person who was not the
designated voter for the unit at the time of service of the recall
agreement.~~ (f) There shall be a rebuttable presumption ~~the~~ a unit

owner executing the recall agreement is the designated voter for
the unit. An association may not enforce a voting certificate
~~requirements~~ requirement if the association has not enforced the
voting certificate ~~requirements~~ requirement in all matters requiring
the use of voting certificates in the year immediately preceding

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67 service of the recall agreement.

68 (~~fg~~) A rescission or revocation of a ~~member's~~ unit owner's recall
69 agreement must be in writing ~~was~~ and delivered to the association
70 before the association was served with the written recall
71 agreements.

72 This section shall be liberally construed to effect the legislative
73 purpose of ensuring unit owners are not disenfranchised by an
74 association in a recall and to prevent ~~the~~an association from
75 failing to certify a recall agreement on a technical omission
76 playing no part in the discharge of the owner's voting rights.

77 3. If the board fails to duly notice and hold a board meeting
78 within 5 full business days after service of an agreement in
79 writing or within 5 full business days after the adjournment of the
80 unit owner recall meeting, the recall is deemed effective and the
81 board members so recalled shall turn over to the board within 10
82 full business days after the vote any and all records and property
83 of the association.

84 4. If the board fails to duly notice and hold the required meeting
85 or at the conclusion of the meeting determines that the recall is
86 not facially valid, the unit owner representative may file a
87 petition or circuit court action under s. 718.1255 challenging the
88 board's failure to act or challenging the board's determination on

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89	facial validity. The petition or action must be filed within 60 <u>45</u>	
90	days after the expiration of the applicable 5-full-business-day	
91	period. The review of a petition or action under this subparagraph	
92	is limited to the sufficiency of service on the board and the	
93	facial validity of the written agreement or ballots filed. <u>The</u>	
94	<u>association shall be named as the respondent.</u>	
95	5. If a vacancy occurs on the board as a result of a recall or	
96	removal and less than a majority of the board members are removed,	
97	the vacancy may be filled by the affirmative vote of a majority of	
98	the remaining directors, notwithstanding any provision to the	
99	contrary contained in this subsection. If vacancies occur on the	
100	board as a result of a recall and a majority or more of the board	
101	members are removed, the vacancies shall be filled in accordance	
102	with procedural rules to be adopted by the division, which rules	
103	need not be consistent with this subsection. The rules must provide	
104	procedures governing the conduct of the recall election as well as	
105	the operation of the association during the period after a recall	
106	but before the recall election.	
107	6. A board member who has been recalled may file a petition or	
108	court action under s. 718.1255 challenging the validity of the	
109	recall. The petition or action must be filed within 60 <u>45</u> days	
110	after the recall. The association and the unit owner representative	

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shall be named as the respondents. The petition or action may challenge the facial validity of the written agreement or ballots filed or the substantial compliance with the procedural requirements for the recall. If the arbitrator or court determines the recall was invalid, the petitioning board member shall immediately be reinstated and the recall is null and void. A board member who is successful in challenging a recall is entitled to recover reasonable attorney fees and costs from the respondents. The arbitrator or court may award reasonable attorney fees and costs to the respondents if they prevail, if the arbitrator or court makes a finding that the petitioner's claim is frivolous.

7. The division or a court of competent jurisdiction may not accept for filing a recall petition or court action, whether filed under subparagraph 1., subparagraph 2., subparagraph 4., or subparagraph 6., when there are 60 or fewer days until the scheduled reelection of the board member sought to be recalled or when ~~60~~ 45 or fewer days have elapsed since the election of the board member sought to be recalled.

(p) Director or officer delinquencies.—A director or officer more than 90 days delinquent in the payment of any ~~monetary obligation~~ assessment due the association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according

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133 to law. For purposes of this section, a person is delinquent if a
134 payment is not made by the due date as specifically identified in
135 the declaration, bylaws, or articles of incorporation. If a due
136 date is not specifically identified in the declaration, bylaws, or
137 articles of incorporation, the due date is the first day of the
138 assessment period.

139 **Section 2. ~~Subsection~~Subsections (4) and (6) of Section 718.1255 is**
140 **amended to read as follows and subsection (7) is created to read as**
141 **follows:**

142 (4) NONBINDING ARBITRATION AND MEDIATION OF DISPUTES.—The Division
143 of Florida Condominiums, Timeshares, and Mobile Homes of the
144 Department of Business and Professional Regulation may employ full-
145 time attorneys to act as arbitrators to conduct the arbitration
146 hearings provided by this chapter. The division may also certify
147 attorneys who are not employed by the division to act as
148 arbitrators to conduct the arbitration hearings provided by this
149 chapter. A person may not be employed by the department as a full-
150 time arbitrator unless he or she is a member in good standing of
151 The Florida Bar. A person may only be certified by the division to
152 act as an arbitrator if he or she has been a member in good
153 standing of The Florida Bar for at least 5 years and has mediated
154 or arbitrated at least 10 disputes involving condominiums in this

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155 state during the 3 years immediately preceding the date of
156 application, mediated or arbitrated at least 30 disputes in any
157 subject area in this state during the 3 years immediately preceding
158 the date of application, or attained board certification in real
159 estate law or condominium and planned development law from The
160 Florida Bar. Arbitrator certification is valid for 1 year. An
161 arbitrator who does not maintain the minimum qualifications for
162 initial certification may not have his or her certification
163 renewed. The department may not enter into a legal services
164 contract for an arbitration hearing under this chapter with an
165 attorney who is not a certified arbitrator unless a certified
166 arbitrator is not available within 50 miles of the dispute. The
167 department shall adopt rules of procedure to govern such
168 arbitration hearings including mediation incident thereto. The
169 decision of an arbitrator is final; however, a decision is not
170 deemed final agency action. Nothing in this provision shall be
171 construed to foreclose parties from proceeding in a trial de novo
172 unless the parties have agreed that the arbitration is binding. If
173 judicial proceedings are initiated, the final decision of the
174 arbitrator is admissible in evidence in the trial de novo.
175 (a) Before the institution of court litigation, a party to a
176 dispute, other than an election or recall dispute, shall either

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petition the division for nonbinding arbitration or initiate
presuit mediation as provided in subsection (5). All election and
recall arbitrations conducted by the division shall be binding on
the parties unless removed pursuant to this section. Arbitration is
binding on the parties if all parties in arbitration agree to be
bound in a writing filed in arbitration. The petition must be
accompanied by a filing fee in the amount of \$50. Filing fees
collected under this section must be used to defray the expenses of
the alternative dispute resolution program.

(6) DISPUTES INVOLVING ELECTION IRREGULARITIES OR RECALL OF
DIRECTORS ~~A DIRECTOR~~.—Every arbitration petition received by the
division and required to be filed under this section challenging
the legality of the election of any director of the board of
administration or recall of any director of the board of
administration must be handled on an expedited basis in the manner
provided by the division's rules for recall arbitration disputes.
Any challenge to an election or recall that is filed in circuit
court ~~a court of competent jurisdiction~~ shall be filed brought in
equity as a summary proceeding pursuant to s. 51.011 ~~and in~~. In
any such action challenge to an election, the prevailing party is
entitled to recover reasonable attorney fees and costs. Any action
filed pursuant to this paragraph shall be tried without a jury. The

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parties to such ~~a contest~~ action are entitled to an immediate hearing. However, the court in its discretion may limit the time to be consumed in taking testimony, with a view therein to the circumstances of the matter and to the proximity of any succeeding election. The party filing the action challenging the legality of the election of any director of the board of administration or recall of any director of the board of administration may request the issuance of a temporary injunction to stay any upcoming election that may occur while the challenge is pending.

(7) REMOVAL OF ~~BINDING~~ ELECTION AND RECALL ARBITRATION ACTIONS.- ~~A member,~~ Within ten days after service of a petition for election or recall arbitration under this section, a unit owner, a recall representative, or an association may ~~opt out of binding arbitration with~~ remove the division proceeding to circuit court by filing ~~an election not to proceed with the division~~ arbitration, and filing a notice of removal and complaint in a circuit court of competent jurisdiction within ten days after service of the petition by the division.. Failure to timely file the ~~opt out~~ notice of binding election not to proceed with arbitration with the division within the time period specified notice of removal and complaint in a circuit court of competent jurisdiction shall eliminate the right of a ~~member, unit owner, a recall~~

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representative, or an association party to seek trial de novo or
otherwise proceed in a court of competent jurisdiction and the
ruling of the division shall be final and binding on the parties.

(a) A ~~member~~ unit owner, a recall representative, or
association desiring to remove any election dispute or recall from
arbitration shall file in the circuit court where the association
is located a notice of removal signed pursuant to Florida Rules of
Civil Procedure, together with a copy of all process, pleadings,
and orders served in such action. The party filing the notice of
removal shall be responsible for the payment of all applicable
filing fees within five (5) days after filing the notice of
removal. The consent of the party not seeking removal shall not be
required. ~~Promptly after the filing of such notice of removal the~~

The party filing the notice of removal shall ~~give~~ simultaneously
serve written notice ~~thereof~~ to all ~~adverse~~ parties and shall file
a copy of the notice with the Division, which shall effect the
removal and the division shall proceed no further. Any ~~action~~
removed ~~action~~ ~~from arbitration~~ to circuit court and any
counterclaim filed after removal shall ~~filed~~ brought in equity as
a summary proceeding pursuant to s. 51.011 and in any such action
the prevailing party is entitled to recover reasonable attorney
fees and costs as provided in s. 718.1255. Any action filed

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pursuant to this paragraph shall be tried without a jury. The parties to such a contest are entitled to an immediate hearing. However, the court in its discretion may limit the time to be consumed in taking testimony, with a view therein to the circumstances of the matter and to the proximity of any succeeding election.

(8) ATTORNEY'S FEES AND COSTS FOR DISPUTES INVOLVING RECALL OF DIRECTORS.— Upon the rendition of a judgment or decree by the division, or any of the courts of this state against an association and in favor of the ~~memberunit~~ owner, the division, the trial court or, in the event of an appeal in which the ~~memberunit~~ owner prevails, the appellate court shall adjudge or decree against the association and in favor of the ~~memberunit~~ owner all costs incurred in the action and a reasonable sum as fees or compensation for the ~~member'sunit~~ owner's attorney prosecuting the action in which the recovery is had. When so awarded, compensation or fees of the attorney may be included in the judgment or decree rendered in the action or a separate judgment or decree may be entered awarding the member their costs and attorney's fees. There shall be no recovery of attorneys' fees or costs involving the recall of directors other than as provided in this subsection or as awarded as a sanction pursuant to s. 57.105.

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265	Section 3. Section 718.128 is amended to read as follows:	Formatted: Font color: Green, Strikethrough
266	718.128. Electronic voting and electronic signatures.	Formatted: Font color: Green, Strikethrough
267	(1) The association may conduct elections and other unit owner	Formatted: Font color: Green, Strikethrough
268	votes through an Internet-based online voting system if a unit	Formatted: Font color: Green
269	owner consents, in writing, to online voting and if the following	Formatted: Font color: Green, Strikethrough
270	requirements are met:	Formatted: Font color: Green, Strikethrough
271	(1)(a) The association provides each unit owner with:	Formatted: Font color: Green
272	(a)(1) A method to authenticate the unit owner's identity to the	Formatted: Font color: Green, Strikethrough
273	online voting system.	Formatted: Font color: Green, Strikethrough
274	(b)(2) For elections of the board, a method to transmit an	Formatted: Font color: Green
275	electronic ballot to the online voting system that ensures the	Formatted: Font color: Green, Strikethrough
276	secrecy and integrity of each ballot.	Formatted: Font color: Green, Strikethrough
277	(c)(3) A method to confirm, at least 14 days before the voting	Formatted: Font color: Green
278	deadline, that the unit owner's electronic device can successfully	Formatted: Font color: Green, Strikethrough
279	communicate with the online voting system.	Formatted: Font color: Green, Strikethrough
280	(2)(b) The association uses an online voting system that is:	Formatted: Font color: Green
281	(a)(1) Able to authenticate the unit owner's identity.	Formatted: Font color: Green, Strikethrough
282	(b)(2) Able to authenticate the validity of each electronic vote	Formatted: Font color: Green, Strikethrough
283	to ensure that the vote is not altered in transit.	Formatted: Font color: Green
284	(c)(3) Able to transmit a receipt from the online voting system to	Formatted: Font color: Green, Strikethrough
285	each unit owner who casts an electronic vote.	Formatted: Font color: Green
286	(d)(4) For elections of the board of administration, able to	Formatted: Font color: Green, Strikethrough

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287	permanently separate any authentication or identifying information	
288	from the electronic election ballot, rendering it impossible to tie	
289	an election ballot to a specific unit owner.	
290	(c) (5) Able to store and keep electronic votes accessible to	Formatted: Font color: Green, Strikethrough
291	election officials for recount, inspection, and review purposes.	Formatted: Font color: Green, Strikethrough
292	(3) (c) A unit owner voting electronically pursuant to this	Formatted: Font color: Green
293	section shall be counted as being in attendance at the meeting for	Formatted: Font color: Green, Strikethrough
294	purposes of determining a quorum. A substantive vote of the unit	Formatted: Font color: Green, Strikethrough
295	owners may not be taken on any issue other than the issues	
296	specifically identified in the electronic vote, when a quorum is	
297	established based on unit owners voting electronically pursuant to	
298	this section.	
299	(4) (d) This section applies to an association that provides for	Formatted: Font color: Green
300	and authorizes an online voting system pursuant to this section by	Formatted: Font color: Green, Strikethrough
301	a board resolution. The board resolution must provide that unit	Formatted: Font color: Green, Strikethrough
302	owners receive notice of the opportunity to vote through an online	Formatted: Font color: Green, Strikethrough
303	voting system, must establish reasonable procedures and deadlines	Formatted: Font color: Green, Strikethrough
304	for unit owners to consent, in writing, to online voting, and must	
305	establish reasonable procedures and deadlines for unit owners to	
306	opt out of online voting after giving consent. Written notice of a	
307	meeting at which the resolution will be considered must be mailed,	
308	delivered, or electronically transmitted to the unit owners and	

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309 ~~posted conspicuously on the condominium property or association~~
310 ~~property at least 14 days before the meeting. Evidence of~~
311 ~~compliance with the 14-day notice requirement must be made by an~~
312 ~~affidavit executed by the person providing the notice and filed~~
313 ~~with the official records of the association.~~

314 ~~(5)(c) A unit owner's consent to online voting is valid until the~~
315 ~~unit owner opts out of online voting according to the procedures~~
316 ~~established by the board of administration pursuant to subsection~~

317 ~~(4)(d).~~

318 ~~(6)(f) This section may apply to any matter that requires a vote~~
319 ~~of the unit owners who are not members of a timeshare condominium~~
320 ~~association.~~

321 ~~(2) Notwithstanding any provision of this chapter, a unit owner~~
322 ~~may execute any document required by this chapter by electronic~~
323 ~~signature as defined in s. 668.50. By January 1, 2026, the~~
324 ~~division shall adopt rules setting forth the use of electronic~~
325 ~~signatures in the execution of a ballot and recall agreement.~~
326 ~~Electronic signatures shall be prohibited for the execution of a~~
327 ~~ballot or recall agreement. until authorized by rules adopted by~~
328 ~~the division. An electronic signature is not electronic voting and~~
329 ~~the provisions of subsection (1) shall not apply.~~

330 ~~(3) By January 1, 2026, the division shall adopt rules setting~~

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~~forth the use of electronic signatures in the execution of a ballot
and recall agreement.~~

**Section 4. ~~Subsection~~Subsections (a)2, (d), and (o) of Section
719.106~~(1)~~ is amended to read as follows:**

(a) Administration.—

1. The form of administration of the association shall be
described, indicating the titles of the officers and board of
administration and specifying the powers, duties, manner of
selection and removal, and compensation, if any, of officers and
board members. In the absence of such a provision, the board of
administration shall be composed of five members, unless the
cooperative has five or fewer units. The board shall consist of not
fewer than three members in cooperatives with five or fewer units
that are not-for-profit corporations. In a residential cooperative
association of more than 10 units, co-owners of a unit may not
serve as members of the board of directors at the same time unless
the co-owners own more than one unit or unless there are not enough
eligible candidates to fill the vacancies on the board at the time
of the vacancy. In the absence of provisions to the contrary, the
board of administration shall have a president, a secretary, and a
treasurer, who shall perform the duties of those offices
customarily performed by officers of corporations. Unless

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353 prohibited in the bylaws, the board of administration may appoint
354 other officers and grant them those duties it deems appropriate.
355 Unless otherwise provided in the bylaws, the officers shall serve
356 without compensation and at the pleasure of the board. Unless
357 otherwise provided in the bylaws, the members of the board shall
358 serve without compensation.

359 2. A person who has been suspended or removed by the division
360 under this chapter, or who is delinquent in the payment of any
361 ~~monetary obligation~~ assessment due to the association, is not
362 eligible to be a candidate for board membership and may not be
363 listed on the ballot. A director or officer charged by information
364 or indictment with a felony theft or embezzlement offense involving
365 the association's funds or property is suspended from office. The
366 board shall fill the vacancy according to general law until the end
367 of the period of the suspension or the end of the director's term
368 of office, whichever occurs first. However, if the charges are
369 resolved without a finding of guilt or without acceptance of a plea
370 of guilty or nolo contendere, the director or officer shall be
371 reinstated for any remainder of his or her term of office. A member
372 who has such criminal charges pending may not be appointed or
373 elected to a position as a director or officer. A person who has
374 been convicted of any felony in this state or in any United States

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District Court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for board membership unless such felon's civil rights have been restored for at least 5 years as of the date such person seeks election to the board. The validity of an action by the board is not affected if it is later determined that a board member is ineligible for board membership due to having been convicted of a felony.

(f) Recall of board members.—Subject to s. 719.301, any member of the board of administration may be recalled and removed from office with or without cause by the ~~vote or~~ agreement in writing by a majority of all the voting interests. A voting interest of the unit may not be suspended for any reason when voting on recall of a member of the board of administration and any prior suspension of voting rights pursuant to s. 719.303(5) shall be of no effect for any recall ~~A special meeting of the voting interests to recall any member of the board of administration may be called by 10 percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.~~

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397	1. If the recall is approved by a majority of all voting interests	
398	by a vote at a meeting, the recall shall be effective as provided	
399	in this paragraph. The board shall duly notice and hold a board	
400	meeting within 5 full business days after the adjournment of the	
401	unit owner meeting to recall one or more board members. At the	
402	meeting, the board shall either certify the recall, in which case	
403	such member or members shall be recalled effective immediately and	
404	shall turn over to the board within 5 full business days any and	
405	all records and property of the association in their possession, or	
406	shall proceed as set forth in subparagraph 3.	
407	2. If the proposed recall is by an agreement in writing by a	
408	majority of all voting interests, the agreement in writing or a	
409	copy thereof shall be served on the association by <u>the United</u>	
410	States Postal Service or national courier that provides proof of	
411	mailing or shipping and proof of delivery with the handwritten or	
412	electronic signature of the recipient or other responsible person	
413	at the delivery address, by certified <u>certified</u> registered mail, or	
414	by personal service in the manner authorized by chapter 48 and the	
415	Florida Rules of Civil Procedure. The board of administration shall	
416	duly notice and hold a meeting of the board within 5 full business	
417	days after receipt of the agreement in writing. At the meeting, the	
418	board shall either certify the written agreement to recall members	

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~~of the board, in which case such members shall be recalled effective immediately and shall turn over to the board, within 5 full business days, any and all records and property of the association in their possession, or proceed as described in subparagraph 3.~~ Such member or members shall be recalled effective immediately upon the conclusion of the board meeting, provided that the recall is facially valid. A recalled member must turn over to the board, within 10 full business days, any and all records and property of the association in their possession.

2. The only grounds for rejecting a ~~member's~~ unit owner's recall agreement under this section are:

~~(a) —~~ Failure to properly serve the recall agreement.

(b) The recall agreement was executed by a person who was not a unit's record owner at the time of service of the recall agreement or designated voter.

~~(b)~~ The recall agreement was pre-marked for the removal of the director any board member.

~~(ed)~~ The agreement does not contain any marking indicating the selection by the member unit owner to either remove or retain the director any board member.

~~(de)~~ The recall agreement does not contain a signature.

~~(e) The recall agreement was executed by a person who was not the~~

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~~designated voter for the unit at the time of service of the recall agreement.~~ (f) There shall be a rebuttable presumption thea unit owner executing the recall agreement is the designated voter for the unit. An association may not enforce a voting certificate requirement if the association has not enforced the voting certificate requirement in all matters requiring the use of voting certificates in the year immediately preceding service of the recall agreement.

(fg) A rescission or revocation of a member's unit owner's recall agreement must be in writing wasand delivered to the association before the association was served with the written recall agreements.

This section shall be liberally construed to effect the legislative purpose of ensuring unit owners are not disenfranchised by an association in a recall and to prevent thean association from failing to certify a recall agreement on a technical omission playing no part in the discharge of the owner's voting rights.

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~~3. If the board determines not to certify the written agreement to recall members of the board, or does not certify the recall by a vote at a meeting, the board shall, within 5 full business days after the board meeting, file with the division a petition for~~

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463	binding arbitration under s. 719.1255 or file an action with a	
464	court of competent jurisdiction. For purposes of this paragraph,	
465	the unit owners who voted at the meeting or who executed the	
466	agreement in writing shall constitute one party under the petition	
467	for arbitration or in a court action. If the arbitrator or court	
468	certifies the recall as to any member of the board, the recall is	
469	effective upon the mailing of the final order of arbitration to the	
470	association or the final order of the court. If the association	
471	fails to comply with the order of the court or the arbitrator, the	
472	division may take action under s. 719.501. Any member so recalled	
473	shall deliver to the board any and all records and property of the	
474	association in the member's possession within 5 full business days	
475	after the effective date of the recall.	
476	<u>34.</u> If the board fails to duly notice and hold a board meeting	
477	within 5 full business days after service of an agreement in	
478	writing or within 5 full business days after the adjournment of the	
479	unit owner recall meeting, the recall is deemed effective and the	
480	board members so recalled shall immediately turn over to the board	
481	<u>within 10 full business days after the vote</u> any and all records and	
482	property of the association.	
483	<u>45.</u> If the board fails to duly notice and hold the required	
484	meeting or <u>at the conclusion of the meeting determines that the</u>	

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485	recall is not facially valid, fails to file the required petition or	Formatted: Font color: Red, Strikethrough
486	action , the unit owner representative may file a petition under	
487	s. 719.1255 or file an action in a court of competent jurisdiction	Formatted: Font color: Red, Strikethrough
488	challenging the board's determination on facial validity, failure to	
489	act . The petition or action must be filed within 60 <u>45</u> days after	
490	the expiration of the applicable 5-full-business-day period. The	
491	review of a petition or action under this subparagraph is limited	
492	to the sufficiency of service on the board and the facial validity	
493	of the written agreement or ballots filed. <u>The association shall be</u>	
494	<u>named as the respondent.</u>	
495	<u>56</u> . If a vacancy occurs on the board as a result of a recall and	
496	less than a majority of the board members are removed, the vacancy	
497	may be filled by the affirmative vote of a majority of the	
498	remaining directors, notwithstanding any provision to the contrary	
499	contained in this chapter. If vacancies occur on the board as a	
500	result of a recall and a majority or more of the board members are	
501	removed, the vacancies shall be filled in accordance with	
502	procedural rules to be adopted by the division, which rules need	
503	not be consistent with this chapter. The rules must provide	
504	procedures governing the conduct of the recall election as well as	
505	the operation of the association during the period after a recall	
506	but before the recall election.	

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507 | 67. A board member who has been recalled may file a petition or
508 | circuit court action under s. 719.1255 ~~or file an action in a court~~
509 | ~~of competent jurisdiction~~ challenging the validity of the recall.
510 | The petition or action must be filed within ~~60~~ 45 days after the
511 | recall is deemed certified. The association and the unit owner
512 | representative shall be named as the respondents. The petition or
513 | action may challenge the facial validity of the written agreement
514 | or ballots filed or the substantial compliance with the procedural
515 | requirements for the recall. If the arbitrator or court determines
516 | the recall was invalid, the petitioning board member shall
517 | immediately be reinstated and the recall is null and void. A board
518 | member who is successful in challenging a recall is entitled to
519 | recover reasonable attorney fees and costs from the respondents.
520 | The arbitrator or court may award reasonable attorney fees and
521 | costs to the respondents if they prevail, if the arbitrator or
522 | court makes a finding that the petitioner's claim is frivolous.
523 | 78. The division or court may not accept for filing a recall
524 | petition or action, whether filed under subparagraph 1.,
525 | subparagraph 2., subparagraph 5., or subparagraph 7. and regardless
526 | of whether the recall was certified, when there are 60 or fewer
527 | days until the scheduled reelection of the board member sought to
528 | be recalled or when ~~60~~ 45 or fewer days have not elapsed since the

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election of the board member sought to be recalled.

(o) Director or officer delinquencies.—A director or officer more than 90 days delinquent in the payment of any ~~monetary obligation~~ assessment due the association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law. For purposes of this section, a person is delinquent if a payment is not made by the due date as specifically identified in the declaration, bylaws, or articles of incorporation. If a due date is not specifically identified in the declaration, bylaws, or articles of incorporation, the due date is the first day of the assessment period.

~~Section 5. 719.129 Electronic voting and electronic signatures.~~

~~(1) The association may conduct elections and other unit owner votes through an Internet based online voting system if a unit owner consents, in writing, to online voting and if the following requirements are met:~~

~~(1)(a) The association provides each unit owner with:~~

~~(a)(1) A method to authenticate the unit owner's identity to the online voting system.~~

~~(b)(2) For elections of the board, a method to transmit an electronic ballot to the online voting system that ensures the secrecy and integrity of each ballot.~~

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551	(c) (3) A method to confirm, at least 14 days before the voting	Formatted: Font color: Green, Strikethrough
552	deadline, that the unit owner's electronic device can successfully	Formatted: Font color: Green, Strikethrough
553	communicate with the online voting system.	
554	(2) (b) The association uses an online voting system that is:	Formatted: Font color: Green
555	(a) (1) Able to authenticate the unit owner's identity.	Formatted: Font color: Green, Strikethrough
556	(b) (2) Able to authenticate the validity of each electronic vote	Formatted: Font color: Green, Strikethrough
557	to ensure that the vote is not altered in transit.	Formatted: Font color: Green, Strikethrough
558	(c) (3) Able to transmit a receipt from the online voting system to	Formatted: Font color: Green, Strikethrough
559	each unit owner who casts an electronic vote.	Formatted: Font color: Green
560	(d) (4) For elections of the board of administration, able to	Formatted: Font color: Green, Strikethrough
561	permanently separate any authentication or identifying information	Formatted: Font color: Green, Strikethrough
562	from the electronic election ballot, rendering it impossible to tie	Formatted: Font color: Green, Strikethrough
563	an election ballot to a specific unit owner.	Formatted: Font color: Green, Strikethrough
564	(e) (5) Able to store and keep electronic votes accessible to	Formatted: Font color: Green
565	election officials for recount, inspection, and review purposes.	Formatted: Font color: Green, Strikethrough
566	(3) (c) A unit owner voting electronically pursuant to this	Formatted: Font color: Green, Strikethrough
567	section shall be counted as being in attendance at the meeting for	Formatted: Font color: Green, Strikethrough
568	purposes of determining a quorum. A substantive vote of the unit	Formatted: Font color: Green, Strikethrough
569	owners may not be taken on any issue other than the issues	
570	specifically identified in the electronic vote, when a quorum is	
571	established based on unit owners voting electronically pursuant to	
572	this section.	

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573	(4)(d) This section applies to an association that provides for	
574	and authorizes an online voting system pursuant to this section by	
575	a board resolution. The board resolution must provide that unit	
576	owners receive notice of the opportunity to vote through an online	
577	voting system, must establish reasonable procedures and deadlines	
578	for unit owners to consent, in writing, to online voting, and must	
579	establish reasonable procedures and deadlines for unit owners to	
580	opt out of online voting after giving consent. Written notice of a	
581	meeting at which the resolution will be considered must be mailed,	
582	delivered, or electronically transmitted to the unit owners and	
583	posted conspicuously on the condominium property or association	
584	property at least 14 days before the meeting. Evidence of	
585	compliance with the 14-day notice requirement must be made by an	
586	affidavit executed by the person providing the notice and filed	
587	with the official records of the association.	
588	(5)(e) A unit owner's consent to online voting is valid until the	
589	unit owner opts out of online voting according to the procedures	
590	established by the board of administration pursuant to subsection	
591	(4)(d).	
592	(6)(f) This section may apply to any matter that requires a vote	
593	of the unit owners who are not members of a timeshare condominium	
594	association.	

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~~(2) Notwithstanding any provision of this chapter, a unit owner may execute any document required by this chapter by electronic signature as defined in s. 668.50. Electronic signatures shall be prohibited for the execution of a ballot or recall agreement.~~

~~(3) By January 1, 2026, the division shall adopt rules setting forth the use of electronic signatures in the execution of a ballot and recall agreement. Electronic signatures shall be prohibited for the execution of a ballot or recall agreement until authorized by rules adopted by the division. An electronic signature is not electronic voting and the provisions of subsection (1) shall not apply.~~

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Section 6. Section 720.302 is amended to read as follows:

(2) The Legislature recognizes that it is not in the best interest of homeowners' associations or the individual association members thereof to create or impose a bureau or other agency of state government to regulate the affairs of homeowners' associations. However, in accordance with s. 720.311, the Legislature finds that homeowners' associations and their individual members will benefit from an expedited alternative process for resolution of election and recall disputes and presuit mediation of other disputes involving covenant enforcement and authorizes the department to hear, administer, and determine these disputes as more fully set

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617 forth in this chapter. Further, the Legislature recognizes that
618 certain contract rights have been created for the benefit of
619 homeowners' associations and members thereof before the effective
620 date of this act and that ss. 720.301-720.407 are not intended to
621 impair such contract rights, including, but not limited to, the
622 rights of the developer to complete the community as initially
623 contemplated.

624 (a) The Legislature further finds that homeowners'
625 associations and their individual members will benefit from
626 oversight of the election of directors and authorizes the
627 ombudsman, as defined in s. 718.5012, to appoint an election
628 monitor to attend the annual meeting of the member and conduct the
629 election of directors. Upon receipt of a petition of ten percent
630 of the total voting interests in the homeowners association or
631 eight members, whichever is greater, the ombudsman shall appoint a
632 division employee, a person or persons specializing in condominium
633 election monitoring, or an attorney licensed to practice in this
634 state as the election monitor. All costs associated with the
635 election monitoring process shall be paid by the association. The
636 division shall adopt a rule establishing procedures for the
637 appointment of election monitors and the scope and extent of the
638 monitor's role in the election process. This paragraph shall not

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639 apply to any election that is conducted in accordance with the
640 bylaws of the association.

641 **Section 7. Section 720.303(10) is amended to read as follows:**

642 (10) RECALL OF DIRECTORS.-

643 (a)1. Regardless of any provision to the contrary contained in the
644 governing documents, subject to the provisions of
645 s. 720.307 regarding transition of association control, any member
646 of the board of directors may be recalled and removed from office
647 with or without cause by a majority of the total voting interests.

648 The voting rights of the parcel or member may not be suspended for
649 any reason when voting on recall of a member of the board of
650 administration and any prior suspension of voting rights pursuant
651 to s. 720.305(4) shall be of no effect for any recall.

652 2. When the governing documents, including the declaration,
653 articles of incorporation, or bylaws, provide that only a specific
654 class of members is entitled to elect a board director or
655 directors, only that class of members may vote to recall those
656 board directors so elected.

657 (b)1. Board directors may be recalled by an agreement in writing
658 or by written ballot without a membership meeting. The agreement in
659 writing or the written ballots, or a copy thereof, shall be served
660 on the association by certified registered mail or by personal

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661 ~~service~~ in the manner authorized by chapter 48 and the Florida
662 Rules of Civil Procedure.

663 2. The board shall duly notice and hold a meeting of the board
664 within 5 full business days after receipt of the agreement in
665 writing or written ballots. ~~At the meeting, the board shall either~~

666 ~~certify the written ballots or written agreement to recall a~~
667 ~~director or directors of the board, in which case such director or~~
668 ~~directors shall be recalled effective immediately and shall turn~~
669 ~~over to the board within 5 full business days any and all records~~
670 ~~and property of the association in their possession, or proceed as~~
671 ~~described in paragraph (d).~~

672 3. When it is determined by the department pursuant to binding
673 arbitration proceedings or the court in an action filed in a court
674 of competent jurisdiction that an initial recall effort was
675 defective, written recall agreements or written ballots used in the
676 first recall effort and not found to be defective may be reused in
677 one subsequent recall effort. However, in no event is a written
678 agreement or written ballot valid for more than 120 days after it
679 has been signed by the member.

680 4. Any rescission or revocation of a member's written recall
681 ballot or agreement must be in writing and, in order to be
682 effective, must be delivered to the association before the

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association is served with the written recall agreements or ballots.

5. The agreement in writing or ballot shall list at least as many possible replacement directors as there are directors subject to the recall, when at least a majority of the board is sought to be recalled; the person executing the recall instrument may vote for as many replacement candidates as there are directors subject to the recall.

(c)1. ~~If the declaration, articles of incorporation, or bylaws specifically provide, the members may also recall and remove a board director or directors by a vote taken at a meeting. If so provided in the governing documents, a special meeting of the members to recall a director or directors of the board of administration may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of members, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.~~

2. ~~The board shall duly notice and hold a board meeting within 5 full business days after the adjournment of the member meeting to recall one or more directors. At the meeting, the board shall certify the recall, in which case such member or members shall be~~

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	BILL	ORIGINAL	YEAR
705		recalled effective immediately and shall turn over to the board	
706		within 5 full business days any and all records and property of the	
707		association in their possession, or shall proceed as set forth in	
708		paragraph (d).	
709		(d) If the board determines not to certify the written agreement	
710		or written ballots to recall a director or directors of the board	
711		or does not certify the recall by a vote at a meeting, the board	
712		shall, within 5 full business days after the meeting, file an	
713		action with a court of competent jurisdiction or file with the	
714		department a petition for binding arbitration under the applicable	
715		procedures in ss. 718.112(2)(1) and 718.1255 and the rules adopted	
716		thereunder. For the purposes of this section, the members who voted	
717		at the meeting or who executed the agreement in writing shall	
718		constitute one party under the petition for arbitration or in a	
719		court action. If the arbitrator or court certifies the recall as to	
720		any director or directors of the board, the recall will be	
721		effective upon the final order of the court or the mailing of the	
722		final order of arbitration to the association. The director or	
723		directors so recalled shall deliver to the board any and all	
724		records of the association in their possession within 5 full	
725		business days after the effective date of the recall.	
726		<u>The board of administration shall duly notice and hold a meeting of</u>	

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the board within 5 full business days after receipt of the
agreement in writing. Such member or members shall be recalled
effective immediately upon the conclusion of the board meeting,
provided that the recall is facially valid. A recalled member must
turn over to the board, within 10 full business days, any and all
records and property of the association in their possession.

2. The ~~only~~ grounds for rejecting a ~~member's~~ unit owner's recall
agreement under this section are:

~~(a) Failure to properly serve the recall agreement.~~

~~(b) The recall agreement was executed by a person who was not a
unit's record owner at the time of service of the recall
agreement or designated voter.~~

~~(bc) The recall agreement was pre-marked for the removal of the
director, any board member.~~

~~(ed) The agreement does not contain any marking indicating the
selection by the ~~member~~ unit owner to either remove or retain the
director any board member.~~

~~(de) The recall agreement does not contain a signature.~~

~~(e) The recall agreement was executed by a person who was not the
designated voter for the unit at the time of service of the recall
agreement.~~ (f) There shall be a rebuttable presumption ~~the~~ a unit

owner executing the recall agreement is the designated voter for

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the unit. An association may not enforce a voting certificate
~~requirement~~requirement if the association has not enforced the
voting certificate ~~requirement~~requirement in all matters requiring
the use of voting certificates in the year immediately preceding
service of the recall agreement.

~~(fg)~~ A rescission or revocation of a ~~member's~~unit owner's recall
agreement must be in writing ~~was~~and delivered to the association
before the association was served with the written recall
agreements.

This section shall be liberally construed to effect the legislative
purpose of ensuring unit owners are not disenfranchised by an
association in a recall and to prevent ~~the~~an association from
failing to certify a recall agreement on a technical omission
playing no part in the discharge of the owner's voting rights.

3. If the board fails to duly notice and hold a board meeting
within 5 full business days after service of an agreement in
writing or within 5 full business days after the adjournment of the
unit owner recall meeting, the recall is deemed effective and the
board members so recalled shall turn over to the board within 10
full business days after the vote any and all records and property
of the association.

4. If the board fails to duly notice and hold the required meeting

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BILL	ORIGINAL	YEAR
771	<u>or at the conclusion of the meeting determines that the recall is</u>	
772	<u>not facially valid, the unit owner representative may file a</u>	
773	<u>petition or court action under s. 718.1255 challenging the board's</u>	
774	<u>failure to act or challenging the board's determination on facial</u>	
775	<u>validity. The petition or action must be filed within 30 days after</u>	
776	<u>the expiration of the applicable 5-full-business-day period. The</u>	
777	<u>review of a petition or action under this subparagraph is limited</u>	
778	<u>to the sufficiency of service on the board and the facial validity</u>	
779	<u>of the written agreement or ballots filed. The association shall</u>	
780	<u>be named as the respondent.</u>	
781	(e) If a vacancy occurs on the board as a result of a recall and	
782	less than a majority of the board directors are removed, the	
783	vacancy may be filled by the affirmative vote of a majority of the	
784	remaining directors, notwithstanding any provision to the contrary	
785	contained in this subsection or in the association documents. If	
786	vacancies occur on the board as a result of a recall and a majority	
787	or more of the board directors are removed, the vacancies shall be	
788	filled by members voting in favor of the recall; if removal is at a	
789	meeting, any vacancies shall be filled by the members at the	
790	meeting. If the recall occurred by agreement in writing or by	
791	written ballot, members may vote for replacement directors in the	
792	same instrument in accordance with procedural rules adopted by the	

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BILL	ORIGINAL	YEAR
793	division, which rules need not be consistent with this subsection.	
794	(f) If the board fails to duly notice and hold a board meeting	
795	within 5 full business days after service of an agreement in	
796	writing or within 5 full business days after the adjournment of the	
797	member recall meeting, the recall shall be deemed effective and the	
798	board directors so recalled shall immediately turn over to the	
799	board all records and property of the association.	
800	(g) If the board fails to duly notice and hold the required	
801	meeting or fails to file the required petition or action, the	
802	parcel owner representative may file a petition or a court action	
803	under s. 718.1255 challenging the board's failure to act. The	
804	petition or action must be filed within 60 days after the	
805	expiration of the applicable 5-full-business-day period. The review	
806	of a petition or action under this paragraph is limited to the	
807	sufficiency of service on the board and the facial validity of the	
808	written agreement or ballots filed.	
809	(h) If a director who is removed fails to relinquish his or her	
810	office or turn over records as required under this section, the	
811	circuit court in the county where the association maintains its	
812	principal office may, upon the petition of the association,	
813	summarily order the director to relinquish his or her office and	
814	turn over all association records upon application of the	

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association.

(i) The minutes of the board meeting at which the board decides whether to certify the recall are an official association record. The minutes must record the date and time of the meeting, the decision of the board, and the vote count taken on each board member subject to the recall. In addition, when the board decides not to certify the recall, as to each vote rejected, the minutes must identify the parcel number and the specific reason for each such rejection.

(j) When the recall of more than one board director is sought, the written agreement, ~~or ballot, or vote at a meeting~~ shall provide for a separate vote for each board director sought to be recalled.

(k) A board member who has been recalled may file an action with a court of competent jurisdiction or a petition under ss. 718.112(2)(1) and 718.1255 and the rules adopted challenging the validity of the recall. The petition or action must be filed within ~~60~~ 45 days after the recall is deemed certified. ~~The association and the parcel owner member representative shall be named as respondents~~The association and the parcel owner representative shall be named as respondents. The petition or action may challenge the facial validity of the written agreement or ballots filed or the substantial compliance with the procedural

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requirements for the recall. If the arbitrator or court determines
the recall was invalid, the petitioning board member shall
immediately be reinstated and the recall is null and void. A board
member who is successful in challenging a recall is entitled to
recover reasonable attorney fees and costs from the respondents.
The arbitrator or court may award reasonable attorney fees and
costs to the respondents if they prevail, if the arbitrator or
court makes a finding that the petitioner's claim is frivolous.

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(1) The division or a court of competent jurisdiction may not
accept for filing a recall petition or action, whether filed under
paragraph (b), paragraph (c), paragraph (g), or paragraph (k) and
regardless of whether the recall was certified, when there are 60
or fewer days until the scheduled reelection of the board member
sought to be recalled or when ~~60~~ 45 or fewer days have not elapsed
since the election of the board member sought to be recalled.

Section 8. Subsections (8) and (9) of Section 720.306 are amended
to read as follows:

**720.306 Meetings of members; voting and election procedures;
amendments.—**

(8) PROXY VOTING.—The members have the right, unless otherwise
provided in this subsection or in the governing documents, to vote
in person or by proxy.

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BILL	ORIGINAL	YEAR
859	(a) To be valid, a proxy must be dated, must state the date, time,	
860	and place of the meeting for which it was given, and must be signed	
861	by the authorized person who executed the proxy. A proxy is	
862	effective only for the specific meeting for which it was originally	
863	given, as the meeting may lawfully be adjourned and reconvened from	
864	time to time, and automatically expires 90 days after the date of	
865	the meeting for which it was originally given. A proxy is revocable	
866	at any time at the pleasure of the person who executes it. If the	
867	proxy form expressly so provides, any proxy holder may appoint, in	
868	writing, a substitute to act in his or her place.	
869	(b) If the governing documents permit voting by secret ballot by	
870	members who are not in attendance at a meeting of the members for	
871	the election of directors, such ballots must be placed in an inner	
872	envelope with no identifying markings and mailed or delivered to	
873	the association in an outer envelope bearing identifying	
874	information reflecting the name of the member, the lot or parcel	
875	for which the vote is being cast, and the signature of the lot or	
876	parcel owner casting that ballot. If the eligibility of the member	
877	to vote is confirmed and no other ballot has been submitted for	
878	that lot or parcel, the inner envelope shall be removed from the	
879	outer envelope bearing the identification information, placed with	
880	the ballots which were personally cast, and opened when the ballots	

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BILL	ORIGINAL	YEAR
881	are counted. If more than one ballot is submitted for a lot or	
882	parcel, the ballots for that lot or parcel shall be disqualified.	
883	Any vote by ballot received after the closing of the balloting may	
884	not be considered.	
885	(9) ELECTIONS AND BOARD VACANCIES.—	
886	(a) Elections of directors must be conducted in accordance with	
887	the procedures set forth in <u>this section</u> the governing documents of	
888	the association . Except as provided in paragraph (b), all members	
889	of the association are eligible to serve on the board of directors,	
890	and a member may nominate himself or herself as a candidate for the	
891	board at a meeting where the election is to be held; provided,	
892	however, that if the election process allows candidates to be	
893	nominated in advance of the meeting, the association is not	
894	required to allow nominations at the meeting . An election is not	
895	required unless more candidates are nominated than vacancies exist.	
896	If an election is not required because there are either an equal	
897	number or fewer qualified candidates than vacancies exist, and if	
898	nominations from the floor are not required pursuant to this	
899	section or the bylaws, write-in nominations are not permitted and	
900	such qualified candidates shall commence service on the board of	
901	directors, regardless of whether a quorum is attained at the annual	
902	meeting. Except as otherwise provided in the governing documents,	

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BILL	ORIGINAL	YEAR
903	boards of directors must be elected by a plurality of the votes	
904	cast by eligible voters.	
905	<u>1. The members of the board of directors shall be elected by</u>	
906	<u>written ballot or voting machine. Proxies may not be used in</u>	
907	<u>electing the board in general elections or elections to fill</u>	
908	<u>vacancies caused by recall, resignation, or otherwise.</u>	
909	<u>a. At least 60 days before a scheduled election, the</u>	
910	<u>association shall mail, deliver, or electronically transmit, by</u>	
911	<u>separate association mailing or included in another association</u>	
912	<u>mailing, delivery, or transmission, including regularly published</u>	
913	<u>newsletters, to each member entitled to a vote, a first notice of</u>	
914	<u>the date of the election. A member or other eligible person</u>	
915	<u>desiring to be a candidate for the board must give written notice</u>	
916	<u>of his or her intent to be a candidate to the association at least</u>	
917	<u>40 days before a scheduled election. Together with the written</u>	
918	<u>notice of the annual meeting and agenda as set forth in this</u>	
919	<u>section, the association shall mail, deliver, or electronically</u>	
920	<u>transmit a second notice of the election to all members entitled to</u>	
921	<u>vote, together with a ballot that lists all candidates. Upon</u>	
922	<u>request of a candidate, an information sheet, no larger than</u>	
923	<u>8 1/2 inches by 11 inches, which must be furnished by the candidate</u>	
924	<u>at least 35 days before the election, must be included with the</u>	

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BILL	ORIGINAL	YEAR
925	<u>mailing, delivery, or transmission of the ballot, with the costs of</u>	
926	<u>mailing, delivery, or electronic transmission and copying to be</u>	
927	<u>borne by the association. The association is not liable for the</u>	
928	<u>contents of the information sheets prepared by the candidates. In</u>	
929	<u>order to reduce costs, the association may print or duplicate the</u>	
930	<u>information sheets on both sides of the paper. The division shall</u>	
931	<u>by rule establish voting procedures consistent with this sub-</u>	
932	<u>subparagraph, including rules establishing procedures for giving</u>	
933	<u>notice by electronic transmission and rules providing for the</u>	
934	<u>secrecy of ballots.</u> <u>Elections shall be decided by a plurality of</u>	
935	<u>ballots cast. There is no quorum requirement; however, at least 20</u>	
936	<u>percent of the eligible voters must cast a ballot in order to have</u>	
937	<u>a valid election. A member may not authorize any other person to</u>	
938	<u>vote his or her ballot, and any ballots improperly cast are</u>	
939	<u>invalid. A member who violates this provision may be fined by the</u>	
940	<u>association in accordance with s. 720.305. A member who needs</u>	
941	<u>assistance in casting the ballot for the reasons stated in</u>	
942	<u>s. 101.051 may obtain such assistance. The regular election must</u>	
943	<u>occur on the date of the annual meeting. Notwithstanding this sub-</u>	
944	<u>subparagraph, an election is not required unless more candidates</u>	
945	<u>file notices of intent to run or are nominated than board vacancies</u>	
946	<u>exist. If the number of board members whose terms expire at the</u>	

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947 annual meeting equals or exceeds the number of candidates, the
948 candidates become members of the board effective upon the
949 adjournment of the annual meeting.

950 A proxy, limited or general, may not be used in the election
951 of board members

952 ~~An association that governs 15 parcels or fewer or upon that~~
953 ~~approval of 75% of the total voting interests of the association~~
954 ~~may opt out of the statutory election process, in which case the~~
955 ~~bylaws of the association shall control.~~

956 This subsection shall apply to all elections for directors
957 where the process for the election is scheduled to commence on or
958 after October 1, 2025 ~~for any election where the members directly~~
959 ~~elect the board of directors. All other elections shall be~~
960 ~~conducted in accordance with the governing documents of the~~
961 ~~association..~~

962 ~~A developer shall be prohibited from opting out of the~~
963 ~~statutory election process. Following turnover, upon the approval~~
964 ~~of 75% of the total voting interests of an association, the~~
965 ~~association may opt out of the statutory election process, in which~~
966 ~~case the bylaws of the association shall control.~~

967 ~~This subsection shall not apply to an association that governs~~
968 ~~15 parcels or fewer or for any election where the member votes for~~

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the board of directors through a representative in which case the
bylaws of the association shall control.

The division shall adopt rules to give effect to the statutory
intent of the provisions of this section. Until rules are adopted
by the division, the rules adopted by the division applicable to
elections held in accordance with s. 718.112 shall apply to all
elections under this subsection unless the association conducts
elections in accordance with its bylaws.

b. Any challenge to the election process must be commenced
within ~~60~~ 45 days after the election results are announced.

(b) A member desiring to be a candidate for board membership must
comply with sub-subparagraph 1.a. and must be eligible to be a
candidate to serve on the board of directors at the time of the
deadline for submitting a notice of intent to run in order to have
his or her name listed as a proper candidate on the ballot or to
serve on the board.

Co-owners of a parcel may not serve as members
of the board of directors at the same time unless they own more
than one parcel or unless there are not enough eligible candidates
to fill the vacancies on the board at the time of the vacancy. A
person who is delinquent in the payment of ~~any fee, fine, or other~~
~~monetary obligation to the association on the day that he or she~~
~~could last nominate himself or herself or be nominated for the~~

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BILL	ORIGINAL	YEAR
991	board may not seek election to the board, and his or her name shall	
992	not be listed on the ballot <u>any assessment due to the association,</u>	
993	<u>is not eligible to be a candidate for board membership and may not</u>	
994	<u>be listed on the ballot.</u> A person serving as a board member who	
995	becomes more than 90 days delinquent in the payment of any fee,	
996	fine, or other monetary obligation to the association <u>any</u>	
997	<u>assessment due to the association</u> shall be deemed to have abandoned	
998	his or her seat on the board, creating a vacancy on the board to be	
999	filled according to law. For purposes of this paragraph, the term	
1000	"any fee, fine, or other monetary obligation" means any delinquency	
1001	to the association with respect to any parcel <u>For purposes of this</u>	
1002	<u>paragraph, a person is delinquent if a payment is not made by the</u>	
1003	<u>due date as specifically identified in the declaration, bylaws, or</u>	
1004	<u>articles of incorporation. If a due date is not specifically</u>	
1005	<u>identified in the declaration, bylaws, or articles of</u>	
1006	<u>incorporation, the due date is the first day of the assessment</u>	
1007	<u>period.</u> A person who has been convicted of any felony in this state	
1008	or in a United States District or Territorial Court, or has been	
1009	convicted of any offense in another jurisdiction which would be	
1010	considered a felony if committed in this state, may not seek	
1011	election to the board and is not eligible for board membership	
1012	unless such felon's civil rights have been restored for at least 5	

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BILL	ORIGINAL	YEAR
1013	years as of the date on which such person seeks election to the	
1014	board. The validity of any action by the board is not affected if	
1015	it is later determined that a person was ineligible to seek	
1016	election to the board or that a member of the board is ineligible	
1017	for board membership.	
1018	(c) Any election dispute between a member and an association must	
1019	be submitted to mandatory binding arbitration with the division <u>or</u>	
1020	<u>filed with a in circuit court of competent jurisdiction</u> . Such	
1021	proceedings <u>that are submitted to binding arbitration with the</u>	
1022	<u>division</u> must be conducted in the manner provided by	
1023	s. 718.1255 and the procedural rules adopted by the division.	
1024	<u>(d)</u> Unless otherwise provided in the bylaws, any vacancy occurring	
1025	on the board before the expiration of a term may be filled by an	
1026	affirmative vote of the majority of the remaining directors, even	
1027	if the remaining directors constitute less than a quorum, or by the	
1028	sole remaining director. In the alternative, a board may hold an	
1029	election to fill the vacancy, in which case the election procedures	
1030	must conform to the requirements of the governing documents. Unless	
1031	otherwise provided in the bylaws, a board member appointed or	
1032	elected under this section is appointed for the unexpired term of	
1033	the seat being filled. Filling vacancies created by recall is	
1034	governed by s. 720.303(10) and rules adopted by the division.	

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BILL	ORIGINAL	YEAR
1035	<u>(e) If the staggered term of a board member does not expire until a</u>	
1036	<u>later annual meeting, or if all members' terms would otherwise</u>	
1037	<u>expire but there are no candidates, the terms of all board members</u>	
1038	<u>expire at the annual meeting, and such members may stand for</u>	
1039	<u>reelection unless prohibited by the bylaws.</u>	
1040	Section 9. Subsection (1) of Section 720.311 is amended to read as	
1041	follows:	
1042	<u>(1) (a)</u> The Legislature finds that alternative dispute resolution has	
1043	made progress in reducing court dockets and trials and in offering	
1044	a more efficient, cost-effective option to litigation. The filing	
1045	of any petition for arbitration or the serving of a demand for	
1046	presuit mediation as provided for in this section shall toll the	
1047	applicable statute of limitations. Any recall dispute filed with	
1048	the department under s. 720.303(10) shall be conducted by the	
1049	department in accordance with the provisions of ss. 718.112(2)(1)	
1050	and 718.1255 and the rules adopted by the division. In addition,	
1051	the department shall conduct binding arbitration of election	
1052	disputes between a member and an association in accordance with s.	
1053	718.1255 and rules adopted by the division. Election disputes and	
1054	recall disputes are not eligible for presuit mediation; these	
1055	disputes must be arbitrated by the department or filed in a court	
1056	of competent jurisdiction. At the conclusion of an arbitration	

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1057	proceeding, the department shall charge the parties a fee in an	
1058	amount adequate to cover all costs and expenses incurred by the	
1059	department in conducting the proceeding. Initially, the petitioner	
1060	shall remit a filing fee of at least \$200 to the department. The	
1061	fees paid to the department shall become a recoverable cost in the	
1062	arbitration proceeding, and the prevailing party in an arbitration	
1063	proceeding shall recover its reasonable costs and attorney fees in	
1064	an amount found reasonable by the arbitrator. The department shall	
1065	adopt rules to effectuate the purposes of this section.	
1066	<u>(b) Any recall dispute filed with the department under s.</u>	
1067	<u>720.303(10) shall be conducted by the department in accordance with</u>	
1068	<u>the provisions of ss. 718.112(2)(1) and 718.1255 and the rules</u>	
1069	<u>adopted by the division. In addition, the department shall conduct</u>	
1070	<u>binding arbitration of election disputes between a member and an</u>	
1071	<u>association in accordance with s. 718.1255 and rules adopted by the</u>	
1072	<u>division. Election disputes and recall disputes are not eligible</u>	
1073	<u>for presuit mediation; these disputes must be arbitrated by the</u>	
1074	<u>department or filed in a court of competent jurisdiction.</u>	
1075	<u>(c) Every arbitration petition received by the division and</u>	
1076	<u>required to be filed under this section challenging the legality of</u>	
1077	<u>the election of any director of the board of administration or</u>	
1078	<u>recall of any director of the board of administration must be</u>	

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BILL	ORIGINAL	YEAR
1079	handled on an expedited basis in the manner provided by the	
1080	division's rules for recall arbitration disputes. Any challenge to	
1081	an election or recall that is filed in circuit court, a court of	
1082	competent jurisdiction shall be filed brought as a summary	
1083	proceeding pursuant to s. 51.011 and in any such action the	
1084	prevailing party is entitled to recover reasonable attorney fees	
1085	and costs. Any action filed pursuant to this paragraph shall be	
1086	tried without a jury. The parties to such a contest are entitled to	
1087	an immediate hearing. However, the court in its discretion may	
1088	limit the time to be consumed in taking testimony, with a view	
1089	therein to the circumstances of the matter and to the proximity of	
1090	any succeeding election. The party filing the action challenging	
1091	the legality of the election of any director of the board of	
1092	administration or recall of any director of the board of	
1093	administration may request the issuance of a temporary injunction	
1094	to stay any upcoming election that may occur while the challenge is	
1095	pending. A party may remove an action from arbitration to circuit	
1096	court in accordance with the requirements of s. 718.1255(7).	
1097	Section 10. 720.317 Electronic voting and electronic signatures.	
1098	(1) The association may conduct elections and other unit owner	
1099	votes through an Internet-based online voting system if a unit	
1100	owner consents, in writing, to online voting and if the following	

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BILL	ORIGINAL	YEAR
1101	requirements are met:	
1102	(1)(a) The association provides each member with:	Formatted: Font color: Green
1103	(a)(1) A method to confirm, at least 14 days before the voting	Formatted: Font color: Green, Strikethrough
1104	deadline, that the member's electronic device can successfully	Formatted: Font color: Green, Strikethrough
1105	communicate with the online voting system.	Formatted: Font color: Green, Strikethrough
1106	(b)(2) For elections of the board, a method to transmit an	Formatted: Font color: Green
1107	electronic ballot to the online voting system that ensures the	Formatted: Font color: Green, Strikethrough
1108	secrecy and integrity of each ballot.	Formatted: Font color: Green, Strikethrough
1109	(c)(3) A method that is consistent with the election and voting	Formatted: Font color: Green
1110	procedures in the association's bylaws.	Formatted: Font color: Green, Strikethrough
1111	(2)(b) The association uses an online voting system that is:	Formatted: Font color: Green, Strikethrough
1112	(a)(1) Able to authenticate the member's identity.	Formatted: Font color: Green, Strikethrough
1113	(b)(2) Able to authenticate the validity of each electronic vote	Formatted: Font color: Green, Strikethrough
1114	to ensure that the vote is not altered in transit.	Formatted: Font color: Green
1115	(c)(3) Able to transmit a receipt from the online voting system to	Formatted: Font color: Green, Strikethrough
1116	each member who casts an electronic vote.	Formatted: Font color: Green, Strikethrough
1117	(d)(4) Able to permanently separate any authentication or	Formatted: Font color: Green, Strikethrough
1118	identifying information from the electronic election ballot,	Formatted: Font color: Green
1119	rendering it impossible to tie an election ballot to a specific	Formatted: Font color: Green, Strikethrough
1120	member. This paragraph only applies if the association's bylaws	Formatted: Font color: Green, Strikethrough
1121	provide for secret ballots for the election of directors.	Formatted: Font color: Green, Strikethrough
1122	(e)(5) Able to store and keep electronic votes accessible to	Formatted: Font color: Green, Strikethrough

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BILL

ORIGINAL

YEAR

election officials for recount, inspection, and review purposes.

~~(3) (e) A member voting electronically pursuant to this section shall be counted as being in attendance at the meeting for purposes of determining a quorum.~~

~~(4) (d) This section applies to an association that provides for and authorizes an online voting system pursuant to this section by a board resolution. The board resolution must provide that unit owners receive notice of the opportunity to vote through an online voting system, must establish reasonable procedures and deadlines for unit owners to consent, in writing, to online voting, and must establish reasonable procedures and deadlines for unit owners to opt out of online voting after giving consent. Written notice of a meeting at which the resolution will be considered must be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property or association property at least 14 days before the meeting. Evidence of compliance with the 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the association.~~

~~ee of a meeting at which the resolution will be considered must be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property or association~~

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BILL	ORIGINAL	YEAR
1145	property at least 14 days before the meeting. Evidence of	
1146	compliance with the 14-day notice requirement must be made by an	
1147	affidavit executed by the person providing the notice and filed	
1148	with the official records of the association.	
1149	(5)(c) A member's consent to online voting is valid until the	Formatted: Font color: Green
1150	member opts out of online voting according to the procedures	Formatted: Font color: Green, Strikethrough
1151	established by the board of administration pursuant to subsection	Formatted: Font color: Green, Strikethrough
1152	(4)(d).	Formatted: Font color: Green, Strikethrough
1153	(6)(f) This section may apply to any matter that requires a vote	Formatted: Font color: Green
1154	of the members.	Formatted: Font color: Green, Strikethrough
1155	(2) Notwithstanding any provision of this chapter, a memberunit	Formatted: Font color: Green, Strikethrough
1156	owner may execute any document required by this chapter by	Formatted: Font color: Green, Strikethrough
1157	electronic signature as defined is s. 668.50. Electronic	
1158	signatures shall be prohibited for the execution of a ballot or	
1159	recall agreement.	
1160	(3) By January 1, 2026, the division shall adopt rules setting	Formatted: Font color: Green, Strikethrough
1161	forth the use of electronic signatures in the execution of a ballot	
1162	and recall agreement. Electronic signatures shall be prohibited for	
1163	the execution of a ballot or recall agreement until authorized by	
1164	rules adopted by the division. An electronic signature is not	
1165	electronic voting and the provisions of subsection (1) shall not	
1166	apply.	Formatted: Underline, Font color: Blue

	BILL	ORIGINAL	YEAR
1167	Section 11.	This act shall take effect October 1, 2025.	

**Real Property, Probate and Trust Law Section
Minutes of the Executive Council Meeting
Zoom Only
Wednesday, November 20, 2024 at 10:00 a.m.**

Zoom Link:

<https://us06web.zoom.us/j/82913931959?pwd=HovFq5KNQ2zicH6TzLTCnVShL2hB1D.1>

Meeting ID: 829 1393 1959; Passcode: 170339

I. Presiding - John C. Moran, Chair

The Chair called the meeting to order at approximately 10:02 a.m., and explained the order of business for the meeting. He then asked the Secretary to address procedures for voting at the meeting.

The Secretary, Angela Adams, explained that the Section's Bylaws authorize "virtual attendance and voting;" however, virtual voting is not described in the Bylaws. The Secretary proposed using Zoom polls for voting at this meeting and asked whether there was any objection to voting by Zoom polls at this EC meeting. There was no objection and voting via Zoom polls at this EC meeting was decided by unanimous consent.

II. Budget Committee Report – S. Dresden Brunner, Treasurer

A. The Treasurer, Dresden Brunner, announced the Zoom cost for this meeting is \$428.91 (the annual Zoom subscription fee – no additional cost for this meeting).

B. RPPTL Budget Committee motion to approve RPPTL Section Budget Fiscal Year 2025-2026.

Dresden presented and explained aspects of the proposed RPPTL Section Budget Fiscal Year 2025-2026, which was included in the Agenda package for this meeting together with a report from the Budget Committee. Two new matters were noted:

- The Florida Bar will no longer cover any administration services to any section. Accordingly, it will increase the fees it charges to the sections beginning July 1, 2025. RPPTL's administrative fee for 2025-2026 will be \$30.00 per paying Section member.
- A separate sub-budget has been added for out-of-state meetings.

It was also explained that investment income will impact the Budget, but since that is not a number the Section can control, it is omitted from the proposed Budget (The Bar may insert an estimated number). Positive income could result in

a profit; negative income could result in a larger loss.

Motion PASSED (174 in favor; 2 abstained).

Dresden, Michael Gelfand, and the Chair thanked the Budget Committee for all of their work.

III. Real Property Law Division Report – *Steven H. Mezer, Division Director*

Action Items:

1. Real Estate Leasing Committee – *Christopher A. Sajdera, Chair; Ryan J. McConnell and Terrence Harvey, Co-Vice Chairs*

Motion to approve revisions to the previously approved Supreme Court Leases (approved by the Executive Council at the 2021 Hammock Beach meeting).

Michelle Hinden explained that typically the lease forms are revised every 9 years. This was done in 2020-2021. The revised forms were approved by the Executive Council in April 2021, then transmitted to the Florida Supreme Court. Due to transitions at the Court, the revised forms were never approved by the Court. Additional changes were necessary to address statutory changes arising after the initial EC approval and further Committee input. The changes address updates to statutory terms and revise how and what association documents a tenant may access. The Florida Supreme Court has requested that the Section submit the revised leases for review.

Kristen Jaiven presented and explained the proposed revisions.

Michael Gelfand moved to amend the last sentence of paragraph 3 on page 18 of the Agenda package as follows:

If the Premises are part of a condominium association, Tenant also has a right to inspect and to copy, during the Lease Term, the documents a Tenant is expressly authorized to obtain in Chapter 718, Florida Statutes, as amended from time-to-time.

Motion to amend seconded and PASSED (138 in favor; 3 opposed; 6 abstained).

The Committee's motion, as amended, PASSED (150 in favor; 0 opposed; 0 abstained).

2. Condominium and Planned Development Committee – *Alexander B. Dobrev and Allison L. Hertz, Co-Chairs*

Motion to: (a) support legislation which would revise Chapters 718 and

720 regarding (i) adjustment of criminal penalties for records violations, (ii) clarification of reserve pooling for structural integrity, and (iii) resolution of cost allocation for hurricane protection; (b) find the legislation is within the purview of the RPPTL Section; and (c) expend funds in support of the proposed legislative position.

The RP Division Director, Steve Mezer, explained that in the 2024 legislative session two condominium bills were filed totaling hundreds of pages. The bill(s) that ultimately passed were effective July 1, 2024. The Condominium Committee created a list of issues created by the new legislation then identified the most critical issues that needed to be addressed as soon as possible. The proposed legislation addresses the 3 “critical” issues. There was an informational Zoom meeting on October 28, 2024, for EC members.

Allison Hertz presented and explained the proposed amendments and legislative position.

Lee Weintraub added that Pete Dunbar (one of the Section’s lobbyists) had attended the Committee meetings, and the Section’s lobbyist team is ready to go if the motion passes.

Motion PASSED (155 in favor; 3 opposed; 4 abstained).

IV. Announcements and Adjournment

Registration for Amelia Island will be released shortly, watch your e-mail!

The out-of-state meeting is 2 weeks from today!

ALMs apps due December 13, 2024.

Annual Chair Reports are due December 15, 2024.

Meeting adjourned at 11:13 a.m.

Respectfully submitted by:

Angela M. Adams

Secretary, RPPTL Section

**Real Property, Probate and Trust Law Section
Minutes of the Executive Council Meeting
The Broadmoor, Colorado Springs, Colorado
Saturday, December 7, 2024¹**

I. Presiding - John C. Moran, Chair

The Chair called the meeting to order at 9:10 a.m.

II. Secretary's Report - Angela M. Adams, Secretary

The attendance roster was circulated.

III. Chair's Report - John C. Moran, Chair

A. Don't mess with NORAD (North American Aerospace Defense Command)! The group (not affiliated with the Section) which was planning a drone light show on Friday evening that Section members on the trip had been invited to view from the Chair's suite was quickly shut down by NORAD because they did not have the appropriate permission to be flying so close to the installation. The Chair was happy that the drone show was not one of his planned events!

B. The Chair recognized and thanked all of the Section's Sponsors, adding a special thanks to Evercore and Stout for sponsoring events at this meeting.

C. The Chair also thanked all of the Past Section Chairs who attended and expressed his gratitude for the support of the Past Section Chairs.

D. The Chair called upon Andrew Thompson to give an update on the recent U.S. District Court decision regarding The Corporate Transparency Act. Andrew reported that on December 3, 2024, the US District Court for the Eastern District of Texas entered a nationwide preliminary injunction suspending enforcement of the Corporate Transparency Act and its implementing regulations, including the requirements for filing beneficial ownership information. The Department of Treasury has filed an appeal, but while the action makes its way through the courts, all filing requirements are suspended. At this time, it is unknown how long the filing requirements may be suspended. Reporting companies may continue to voluntarily file beneficial ownership information pending the resolution of the action.

E. The Chair introduced "Spencer and Julie Penrose" who gave a presentation on their background and that of The Broadmoor.

IV. Chair-Elect's Report – Wm. Cary Wright, Chair-Elect – No report.

¹ The meeting was in-person only with no Zoom or remote attendance.

- V. [Treasurer's Report](#) – *S. Dresden Brunner, Treasurer* – No report.
- VI. [General Standing Committees Report](#) – *Wm. Cary Wright, Chair-Elect* – No report.
- VII. [Probate and Trust Law Division Report](#) – *Jon Scuderi, Division Director* – No report.
- VIII. [Real Property Law Division Report](#) – *Steven H. Mezer, Division Director* – No report.
- IX. [Director of At-Large Members Report](#) – *Wilhelmina F. Kightlinger, Director* – No report.
- X. [CLE Seminar Coordination Committee Report](#) – *Brenda Ezell (Real Property) and Nicklaus J. Curley (Probate & Trust), Co-Chairs* – No report.
- XI. [Legislation Committee Report](#) – *Lee A. Weintraub (Real Property) and Sancha Brennan (Probate & Trust), Co-Chairs* – No report.
- XII. [New Business](#) – None.
- XVI. [Adjourn](#)
Meeting was adjourned at 9:40 a.m.

Respectfully submitted by:

Angela M. Adams

Secretary, RPPTL Section

ATTENDANCE ROSTER

REAL PROPERTY PROBATE & TRUST LAW SECTION

EXECUTIVE COUNCIL MEETINGS

2024-2025

Executive Committee	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Moran, John C., Chair		PT	✓	✓	Z	✓		
Wright, Wm. Cary Chair-Elect	RP		✓	✓	Z	✓		
Mezer, Steven H., Division Director Real Property	RP		✓	✓	Z			
Scuderi, Jon, Division Director, Probate & Trust		PT	✓	✓	Z	✓		
Adams, Angela M. Secretary		PT	✓	✓	Z	✓		
Brunner, Dresden, Treasurer		PT	✓	Z	Z			
Kightlinger, Wilhelmina Director, At-Large Members	RP		✓	Z	Z			
Brennan, Sancha Legislation Co-Chair Probate & Trust		PT	✓	✓	Z	✓		
Weintraub, Lee, Legislation Co-Chair, Real Property	RP		✓	✓	Z	✓		
Curley, Nicklaus J., CLE Co-Chair Probate & Trust		PT	✓	✓	Z			
Ezell, Brenda, CLE Co-Chair Real Property	RP			✓	Z	✓		
Frazier, S. Katherine Immediate Past Chair	RP		✓		Z	✓		

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Acosta, Jolyon Delphin		PT	✓	✓	Z			
Akins, David J.		PT	✓	✓	Z	✓		
Alaimo, Marve Ann M.		PT	✓	✓	Z			
Altman, Stuart H.		PT		Z	Z			
Archbold, J. Allison		PT	✓	Z	Z			
Arnold, Casey		PT	✓	Z	Z			
Arnold, Trevor B.	RP		✓	✓				
Aron, Jerry E. Past Chair	RP							
Ashton, Amber E.	RP		✓					
Awerbach, Martin S.	RP		✓	Z				
Bald, Kimberly A.		PT	✓	✓	Z			
Ballaga, Raul	RP		✓	✓	Z			
Barboza, Annabella	RP		Z	Z	Z			
Barlow, Rachel N.		PT	Z	✓	Z			
Baskies, Jeffrey A.		PT	✓		Z			
Batlle, Carlos A.		PT	✓	✓	Z			
Beales, III, Walter R. Past Chair	RP		✓					
Bedke, Michael A.	RP		✓		Z			
Behar, Jacobeli J.		PT	✓	✓	Z			
Belcher, William F. Past Chair		PT	✓					
Bell, Kenneth B.	RP							
Bell, Rebecca Coulter		PT	✓	✓	Z	✓		
Bell-Alexander, Darlene	RP		✓	Z		✓		
Beller, Amy B.		PT	✓		Z	✓		

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Bloodworth, Jennifer J.	RP		✓	✓				
Boggus, Cullen			✓	✓	Z	✓		
Boisrond, Sandy		PT	✓/Z	✓	Z	✓		
Boje, Debra Lynn Past Chair		PT	✓	✓	Z	✓		
Bouchard, Eve		PT	✓	Z	Z			
Boyd, Deborah	RP		✓	✓	Z			
Braun, Keith Brian		PT	✓					
Brenes-Stahl, Tattiana		PT		✓				
Brennan, David C. Past Chair		PT	✓			✓		
Bronner, Tae K.		PT	✓	Z	Z			
Brown, Shawn G.	RP		✓	✓	Z			
Brown-Burton, Lorna	RP		✓	✓	Z			
Bruton, Jr., Ed Burt	RP		✓	✓		✓		
Bucher, Elaine M.		PT	✓			✓		
Butters, Sarah Past Chair			✓	Z	Z	✓		
Callahan, III, Charles "Chad" W.		PT	✓	Z	Z			
Caskey, John Richard "Rich"		PT	✓			✓		
Cazobon, Denise B.		PT	✓	✓	Z			
Christiansen, Patrick Past Chair	RP							
Cole, Stacey L.		PT	Z	Z	Z	✓		
Coleman, Jami A.		PT	Z	Z	Z			
Conetta, Tami F.		PT	✓	✓	Z			
Cook, Stephanie		PT	✓	✓	Z	✓		

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Cope, Jr., Hon. Gerald B.	RP		✓	✓	Z			
Cornett, Jane Louise	RP				Z			
Cranford, Jeremy T.	RP		✓		Z	✓		
Crockett, Debbie	RP			Z	Z			
Cummins, Amanda C.		PT			Z			
Danilchenko, Lauren	RP		✓	Z				
DeNapoli, Richard		PT	✓	✓		✓		
Detzel, Lauren Y.		PT	✓		Z	✓		
Diamond, Benjamin F.		PT	✓	✓	Z			
Diamond, Sandra F. Past Chair		PT	✓	Z	Z			
Dobrev, Alexander B.	RP		✓	Z	Z			
Doddridge, Ryan		PT	✓	✓	Z			
Dollinger, Jeffrey	RP		✓	Z	Z			
Douglas, II, Alexander S.		PT	✓	✓	Z	✓		
Dribin, Michael Past Chair		PT	✓	✓				
Duffey, Patrick J.		PT	✓					
Duvall, III, Homer	RP		✓	✓				
Eisel, Jeffrey		PT	✓	✓	Z			
Ellison, Jason M.	RP		✓	✓	Z			
Ertl, Christene M.	RP		Z	Z	Z			
Evert, Jamison C.		PT	✓	✓	Z			
Fagan, Gail G.		PT	✓/Z	✓	Z	✓		
Falk, Jr., Jack A.		PT	✓	✓	Z			
Farach, Manuel	RP		✓	✓				
Felcoski, Brian J. Past Chair		PT	✓	✓	Z			

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Fernandez, Kristopher E.	RP		✓	✓	Z	✓		
Fields, Alan B.	RP		✓	✓				
Finchum, Travis D.		PT	✓	✓	Z			
Finlen, Erin F.		PT	✓	✓	Z			
Fitzgerald, Jr., John E.		PT	Z	Z	Z			
Freedman, Robert (Rob) Past Chair	RP		✓	✓	Z			
Friedman, Bridget		PT	✓	✓	Z	✓		
Friedman, Jesse B.		PT	Z	✓				
Fugate, Norm	RP		✓	✓	Z			
Gabel, Alexandra	RP			✓				
Galler, Jonathan A.		PT	✓	✓	Z			
Gans, Richard R.		PT		✓				
Gelfand, Michael J Past Chair	RP		✓	✓	Z	✓		
George, Joseph P.		PT	✓	✓	Resigned	from	EC	Oct. 2024
Gillespie, Hon. Kenneth L.				✓				
Goethe, Jeffrey S.		PT	✓	✓	Z			
Goldman, III, Louis "Trey"	RP		✓	✓	Z			
Goldman, Robert W. Past Chair		PT			Z			
Goodall, Deborah P. Past Chair		PT	✓	✓	Z	✓		
Graham, Robert M.	RP		✓	✓	Z			
Granet, Lloyd	RP		✓	✓	Z			
Griffin, Linda S.		PT	✓					
Grimsley, John G. Past Chair		PT						
Gunther, Eamonn W.		PT	✓	✓				

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Guttmann, III, Louis B Past Chair	RP							
Hargett, Michael V.	RP		✓	✓	Z	✓		
Harris, Shelly W.		PT	✓	✓	Z			
Harvey, Terrance L.	RP		✓/Z	Z	Z			
Hatcher, Brenna		PT	✓					
Hatcher, Hon. Mary								
Hayes, Hon. Hugh D.		PT	✓	✓				
Hayes, Michael Travis		PT	✓/Z	Z	Z			
Haynes, Jourdan	RP		✓	✓	Z			
Hearn, Frederick "Ricky"		PT	✓		Z			
Hearn, Steven L. Past Chair		PT		✓		✓		
Hellmuth, Kelly L.		PT	✓	Z	Z			
Henderson, III, Thomas N.	RP		Z	Z	Z			
Hennessey, William ("Bill") Past Chair		PT		✓	Z	✓		
Henson, Brett	RP		✓	Z				
Hersem, Amanda	RP		✓	✓	Z			
Hertz, Allison	RP		✓	✓	Z			
Heuston, Stephen P.		PT	✓	✓	Z	✓		
Hinden, Michelle	RP		✓	✓	Z			
Hipsman, Mitchell Alec		PT	✓	Z	Z	✓		
Hoffman, Brian W.	RP		✓	✓	Z			
Hughes, Elizabeth M.		PT	✓	✓	Z			
Huss, Cady L.		PT	✓	Z	Z			
Isphording, Roger O. Past Chair		PT						

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Jaiven, Kristen King	RP		✓	✓	Z			
Jarrett, Sharifa K.		PT	✓	✓				
Johnson, Amber Jade		PT	✓	✓	Z			
Johnson-Mount, Shayla	RP		✓		Z			
Jones, Darby		PT	Z	✓	Z			
Jones, Frederick W.	RP		✓	Z				
Kalmanson, Stacy O.	RP		✓	✓	Z	✓		
Kangas, Michael R.		PT	✓	Z				
Kaplan, Seth		PT	✓		Z			
Karr, Thomas M.		PT		✓				
Kayser, Joan B. Past Chair		PT						
Kelley, Rohan Past Chair		PT	✓	✓				
Kelley, Sean W.		PT						
Kelley, Shane		PT	✓			✓		
Kibert-Basler, Nicole	RP				Z			
Kinsolving, Ruth Barnes Past Chair	RP							
Kison, Amanda R.	RP		✓					
Koren, Edward F. Past Chair		PT						
Kotler, Alan Stephen		PT	✓	✓	Z	✓		
Kubar, Susan		PT	✓	✓	Z			
Kurian, Sanjay	RP			✓				
Kypreos, Theodore S.		PT	✓	✓	Z			
Lancaster, Robert		PT	✓	Z	Z			
Lane, Jr., William R.		PT	✓		Z			

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Lannon, Patrick J.		PT	✓	✓				
Lebowitz, Sean		PT	✓	✓	Z			
Licastro, Laura	RP		✓	✓				
Lile, Laird A. Past Chair		PT	✓	✓				
Little, III, John W.	RP		✓	Z	Z			
Liu, Jin	RP		Z	✓	Z			
Madorsky, Marsha G.		PT	✓	✓	Z			
Malec, Brian M.		PT	✓	Z	Z			
Maple, Haley R.	RP		✓	Z	Z			
Marger, Bruce Past Chair		PT						
Marx, James A.	RP		✓	✓	Z			
McCall, Alan K.	RP		✓		Z			
McConnell, Eryn	RP		Z	Z	Z			
McConnell, Ryan	RP		✓	Z	Z			
McDermott, Daniel		PT	✓	Z	Z			
McElroy, IV, Robert Lee		PT	✓	✓	Z			
McIver, Richard S.	RP		Z	✓	Z	✓		
McRae, Ashley E.	RP		✓		Z			
McTague, Joel	RP		✓	✓	Z			
Menor, Arthur J.	RP			✓		✓		
Meyer, George F. Past Chair	RP							
Miller, Erin M.	RP		✓	✓	Z			
Miller, Lawrence J. ("Larry")		PT	✓	Z	Z			
Moczynski, Lindsay	RP		✓	Z				
Mora, Jeanette		PT	✓	Z	Z			

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Muir, Hon. Celeste H.		PT	✓	✓	Z			
Murphy, Melissa J. Past Chair	RP		✓	✓				
Nash, Charles I.		PT	Z	✓ / Z	Z			
Neukamm, John B. Past Chair	RP		Z	Z	Z			
Nguyen, Hung V.		PT	✓	✓				
Offir, Lee	RP		✓	✓	Z			
O'Malley, Andrew M.	RP			✓				
Orr, Michael Fox								
Papanikos, Cristina		PT	✓	✓				
Partington, Bruce	RP		✓	Funeral	Z			
Payne, L. Howard		PT						
Pence, Scott P.	RP		✓	✓				
Percopo, Joseph M.		PT	✓	✓				
Pilotte, Frank		PT	✓	✓	Z	✓		
Pollack, Anne Q.	RP		✓		Z			
Prescott, Leonard "Len"	RP		✓	✓	Z	✓		
Pressly, III, Grier James		PT		✓	Z			
Price, Pamela O.		PT			Z			
Prince-Troutman, Stacey		PT	✓		Z			
Quintero, Jason J.	RP		✓	Z		✓		
Redding, John N.	RP		✓	Z	Z	✓		
Reid, Taniquea		PT	Z					
Reiser, Alyse M.		PT	✓	✓				
Riconda, Eryn E.		PT	✓	✓	Z			
Robbins, Jr., R. James	RP		✓	Z	Z			

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Roberts, III, Hardy L.	RP		✓	✓		✓		
Roberts, Tance		PT	✓	✓	Z			
Robinson, Jennifer		PT	✓	✓	Z			
Rojas, Silvia B.	RP		✓	✓	Z	✓		
Rolando, Margaret A. Past Chair	RP		✓	✓		✓		
Roman, Paul E.		PT	✓	Z	Z			
Romano, Antonio		PT	✓	Z	Z			
Rubel, Stacy B.		PT	✓	✓	Z			
Rubenstein, Michael M.		PT	✓					
Rubin, Jenna		PT	✓/Z	Z	Z			
Rudisill, Hon. Michael	RP		✓	✓		✓		
Russick, James C.	RP		✓	✓	Z			
Sachs, Colleen C.	RP		✓	✓	Z	✓		
Sajdera, Christopher	RP		✓	✓				
Sanchez-Medina, Roland								
Sasso, Andrew B.		PT	Z	Z	Z			
Savioli, Justin		PT	✓	✓	Z			
Scaletta, Melissa	RP		✓	✓	Z			
Schwartz, Martin A.	RP			✓	Z			
Schwartz, Robert M.	RP		✓	✓	Z			
Shanks, David	RP		✓	✓				
Sheets, Sandra G.		PT	✓	✓	Z			
Sherrill, Richard N.		PT	✓	✓				
Sklar, William P.	RP		✓					
Skrande, Gutman		PT	✓	✓	Z			
Smart, Christopher W.	RP		✓	✓	Z	✓		

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Smith, Kymberlee C.	RP		Z	✓				
Smith, G. Thomas Past Chair/Hon. Member	RP							
Smith, Yoshimi O.		PT	✓	✓	Z			
Sneeringer, Michael A.		PT	Z	Z				
Solomon, Marty J.	RP							
Sparks, Brian C.		PT	✓	Z	Z			
Speiser, Hon. Mark A.		PT						
Spivey, Barry F.		PT	✓	✓	Z			
Spurgeon, Susan K.	RP		✓		Z			
Stafford, Michael P.		PT	✓	✓		✓		
Staker, Karla J.	RP		✓	✓	Z	✓		
Stashis, Jr., Alfred Joseph		PT	Z	✓	Z	✓		
Stern, Robert G.	RP		✓	Z	Z			
Stivelman, Alessandra	RP		✓	Z	Z			
Stoops, Elizabeth A.			✓	Z	Z	✓		
Stone, Adele I.	RP		✓	Z	Z			
Stone, Bruce M. Past Chair		PT				✓		
Stotts, Darren		PT	✓	✓	Z			
Strock, Gregg	RP		✓	✓	Z			
Sullivan, Ryan	RP		✓	✓	Z			
Sundberg, Laura K.		PT	✓	✓	Z	✓		
Swaine, J. Michael Past Chair	RP		✓					
Swaine, Robert S. Past Chair	RP							
Taft, Ellie	RP		✓	✓	Z			
Taylor, Richard W.	RP			✓	Z			

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Thomas, Hon. Patricia		PT		Z	Z	✓		
Thompson, Andrew H.		PT	✓	✓	Z	✓		
Thornton, Kenneth E. "Kip"	RP		✓	✓	Z			
Tobin, Jennifer S.	RP		✓/Z		Z	✓		
Trimyer, Brian	RP	PT	✓	✓	Z			
Tschida, Joseph John	RP		✓	✓				
Tucker, Kristine L.		PT	✓	✓				
Udick, Arlene C.	RP		✓	✓	Z	✓		
Van Dien, Lisa Barnett	RP		✓		Z			
Van Lenten, Jason Paul		PT		Z				
Van Pelt, Kit E.		PT	✓		Z			
Villarreal, Nicole Marie	RP		✓	✓	Z			
Virgil, J. Eric		PT	✓					
Waller, Roland D. Past Chair	RP		✓	✓				
Wan, Alyssa Razook		PT	✓	✓	Z			
Warner, Richard		PT	✓	✓				
Weiss, Brad R.	RP		✓	✓	Z			
Whittington, Charles	RP		✓		Z			
Williams, Margaret A.	RP			✓				
Williams, Jorja		PT	✓	✓	Z			
Williamson, Julie Ann Past Chair	RP							
Wohlust, G. Charles		PT	✓	✓	Z			
Wolasky, Marjorie E.		PT	✓	Z	Z			
Wolf, Jerome L.		PT	✓	Z	Z			
Wood, Rebecca	RP		✓	A - Speaking engagement	Z			

Executive Council Members	Division		7/27/24 Breakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Zeydel, Diana S.C.		PT	Z	Z	Z			
Zikakis, Salome J.	RP		✓	Z	Z	✓		
Zimmer, Greg		PT						
Zschau, Julius J. Past Chair	RP							
Zuroweste, Zack		PT	✓	✓	Z			

Fellows	Division		7/27/24 Beakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Bailey, Camille	RP			✓				
Cherneski, John		PT	✓					
Clark, Danielle	RP		✓	✓		✓		
Harmon, Sara Ashley		PT	✓					
Kolyesnik, Lyudmyla		PT		✓				
Selvaraj, Natasha		PT	✓	✓	Z			
Super, Lisa	RP			✓				
Valencia, Arienne		PT		✓				

Legislative Consultants	Division		7/27/24 Beakers	9/7/24 Coral Gables	11/20/24 Zoom	12/7/24 Colorado Springs	2/8/25 Amelia Island	5/31/25 Orlando
	R	P						
Brown, French	RP		✓	✓	Z			
Dunbar, Marc								
Dunbar, Peter M.	RP		✓	✓	Z	✓		
Edenfield, Martha Jane		PT	✓		Z	✓		



Thank you to Our General Sponsors

<u>Sponsor Level</u>	<u>Sponsor</u>	<u>Contact Name</u>	<u>Email</u>
Platinum	Old Republic Title	Jim Russick	jrussick@oldrepublictitle.com
Platinum	The Fund	Melissa Murphy	mmpurphy@thefund.com
Platinum	RealAdvice	Todd Jones	Todd.jones@realadvice.com
APP	WFG National Title Insurance	Joseph J. Tschida	jtschida@wfgnationaltitle.com
Gold	CATIC	Stacey Morey	smorey@catic.com
Gold	Coral Gables Trust Company	John Harris	jharris@cgtrust.com
Gold	First American Title Insurance Company	Len Prescott	lprescott@firstam.com
Gold	FNF Family of Companies – Florida	Karla Staker	Karla.staker@fnf.com
Gold	Guardian Trust	Travis Finchum	travis@specialneedslawyers.com
Gold	J.P. Morgan Private Bank	Carlos Batlle	Carlos.a.batlle@jpmorgan.com
Gold	Stewart Title Guaranty Company	David Shanks	David.shanks@stewart.com
Gold	Stout	Garry Marshall	gmarshall@stout.com
Gold	Title Resources Group	Lee Offir	Lee.offir@titleresources.com
Gold	Westcor Land Title Insurance Company	Laura Licastro	Laura.licastro@wltlc.com
Silver	Athanassie Capital Partners	Steve Athanassie	steve@teamacpartners.com
Silver	LEAP	John Celmer	John.celmer@leap.us
Silver	Management Planning, Inc.	Roy Meyers	rmeyers@mpival.com
Silver	Valuation Services Inc.	Jeff Bae	jeff@valuationservice.com
Silver	WealthCounsel	Rachel Gifford	Rachel.gifford@wealthcounsel.com

Bronze	BNY Wealth	Rafaela Vianna	Rafaela.vianna@bny.com
Bronze	Mercer Capital Management	Nikki McNeel	mcneeln@mercercapital.com
Bronze	Cumberland Trust	Bob Carville	bcarville@cumberlandtrust.com
Bronze	Grove Bank & Trust	Marta Goldberg	mgoldberg@grovetbankandtrust.com



PO2907

The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

Contract Cover Sheet

To be completed for all contractions with a total obligation over \$500.
Approved means the individual has reviewed the contract and agrees with the terms.

Name of Business:

Purpose or Event Description:
(Dates & Locations)

Contract: Start Date End Date Renewal #

Contract Renewal Condition(s):

Annual Financial Obligation: OGC Standard Contract Terms Version

Maximum Obligation if Contract is Cancelled: Amount

Budgeted: Account String:

Staff Liaison for Contract (or Event):

Notes of Importance: 10
1099 Expense

Contract Initiator: Hilary Stephens Date: 12/13/24

Reviewed by & Recommended
For Approval by Department Head: [Signature] Date: 12/13/2024

Approved by Division Director: [Signature] Date: 12/15/2024

Re: Editor for RPPTL Newsletter/Publication
JD Doyle, Joshua
To: Jackson, Cynthia B
Retention Policy: Inbox-Delete After 1 Year (1 ye Expires 12/16/2025 1:33 PM
Start your reply all with:
Looks good. Thanks
From: Jackson, Cynthia B <CJackson@floridabar.org>
Sent: Monday, December 16, 2024 1:13:35 PM
To: Doyle, Joshua <jdoyle@floridabar.org>
Subject: Editor for RPPTL Newsletter/Publication

Gypsy Bailey Date: 12/16/2024

Cynthia B. Jackson Date: 12/16/2024

Approved by Executive Director:
(If over \$25,000 or exceeds 1 year) Joshua E. Doyle Date: 12/16/2024

Americans With Disabilities Act and Auxiliary Aids

The _____ represents that the facilities being rented or reserved by The Florida Bar (TFB), including private rooms, common areas and transportation service are and will be in substantial compliance with applicable public accommodation obligations under the Americans with Disabilities Act. TFB agrees that one week in advance of this event TFB will furnish to _____ a list of any auxiliary aids needed by TFB attendees in meeting or function space. TFB agrees that TFB will be responsible for the procurement and payment of all charges for any and all auxiliary aids. _____ will, upon TFB request, furnish TFB with the names of businesses TFB can contact to obtain these aids. TFB also agrees to be responsible for compliance with the ADA in the set up and conduct of meetings for this event.

NA - Copy Editor

Date

Date

From: [S. Dresden Brunner](#)
To: [Stephens, Hilary](#)
Subject: RE: ActionLine Contract-Rowland
Date: Thursday, December 12, 2024 6:17:33 PM

Approved.

S. Dresden Brunner, Esq.
S. Dresden Brunner, P.A.
P.O. Box 111575
Naples, FL 34108
Direct Dial: 239-580-8104
DBrunner@DresdenBrunnerLaw.com

From: Stephens, Hilary <HStephens@floridabar.org>
Sent: Wednesday, December 11, 2024 2:07 PM
To: S. Dresden Brunner <dbrunner@dresdenbrunnerlaw.com>
Subject: FW: ActionLine Contract-Rowland

Hi Dresden – please find the contract for the Actionline editor, Laurie Rowland, attached.

The estimated annual financial obligation is \$23,725 and will go to 964-9640-26400-00000-5121.

Please see Cary's explanation for not doing a competitive procurement below.

With your approval, I'll move forward with processing this contract.

Thanks,

Hilary Stephens
Program Administrator
Professional Development
The Florida Bar
850-561-5626

From: Wright, Wm. Cary <cwright@carltonfields.com>
Sent: Wednesday, December 11, 2024 1:35 PM
To: Stephens, Hilary <HStephens@floridabar.org>
Subject: RE: ActionLine Contract-Rowland

Hilary:

The RPPTL Section has previously utilized Janellen Green as the ActionLine copy editor for several years. Due to her institutional knowledge, she has agreed to train the new ActionLine copyeditor, Laurie Rowland, for the next couple of issues. This is vital to the timely and quality production of ActionLine, which is behind schedule. Due to this

extraordinary circumstance, the Section's Executive Committee determined that it is in the best interest of the Section and ActionLine to forego the competitive bid process for Ms. Green's position.

Please contact if you have any questions.

Regards,

Cary

Wm. Cary Wright

Attorney at Law | Carlton Fields
4221 W. Boy Scout Blvd., Ste. 1000 | Tampa, Florida 33607-5780
Direct: 813.229.4135 | Fax: 813.229.4133
cwright@carltonfields.com

From: Stephens, Hilary <HStephens@floridabar.org>

Sent: Wednesday, December 11, 2024 1:06 PM

To: Wright, Wm. Cary <cwright@carltonfields.com>

Subject: RE: ActionLine Contract-Rowland

EXTERNAL SENDER: This Message is from outside the organization.

Thank you, Cary.

To process this contract, please provide an explanation as to why the section chose not to do a competitive procurement for the Actionline Editor. I've attached an example that was submitted by the Family Law Section. You can put this in an email, a formal memo is not necessary.

Thank you,

Hilary Stephens

Program Administrator
Professional Development
The Florida Bar
850-561-5626

From: Wright, Wm. Cary <cwright@carltonfields.com>

Sent: Tuesday, December 10, 2024 9:58 PM

To: Stephens, Hilary <HStephens@floridabar.org>

Subject: FW: ActionLine Contract-Rowland

Hilary:

Please let me know if there is anything further you need.

Thanks,

Cary

Wm. Cary Wright

Attorney at Law | Carlton Fields
4221 W. Boy Scout Blvd., Ste. 1000 | Tampa, Florida 33607-5780
Direct: 813.229.4135 | Fax: 813.229.4133
cwright@carltonfields.com

From: Erin Farrington Finlen <erin@estatelaw.com>
Sent: Monday, December 9, 2024 10:46 AM
To: Wright, Wm. Cary <cwright@carltonfields.com>
Cc: Stephens, Hilary <HStephens@floridabar.org>; mhinden@nishadkhanlaw.com
Subject: FW: ActionLine Contract-Rowland

EXTERNAL SENDER: This Message is from outside the organization.

Cary – Please see attached for Laurie’s signed contact.

Erin Farrington Finlen
THE KELLEY LAW FIRM, PL
3365 GALT OCEAN DRIVE
FORT LAUDERDALE, FLORIDA 33308
954.563.1400
EMAIL: ERIN@ESTATELAW.COM

NOTICE: This e-mail is from an attorney and is intended solely for the use of the individual(s) to whom it is addressed. If you believe you received this e-mail in error, please notify the sender immediately, delete the e-mail from your computer and do not copy or disclose it to anyone else. If you are not an existing client of this firm, do not construe anything in this e-mail to make you a client unless it contains a specific statement to that effect and do not disclose anything in reply that you intend to be confidential. If you properly received this e-mail as a client, co-counsel or consultant, you should maintain its contents in confidence in order to preserve the attorney-client privilege or work product exclusion that may be available to protect confidentiality.

From: Laurie H. Rowland <laurierowlandwrites@yahoo.com>
Sent: Friday, December 6, 2024 3:42 PM
To: Erin Farrington Finlen <erin@estatelaw.com>
Cc: Janellen Green <janellengreen@outlook.com>
Subject: ActionLine Contract-Rowland

Hi Erin,
Thanks for all your work to get the contracts for Janie and I in place! Attached is my signed contract.
Janie has told me so many good things about you and Laura in her time working with ActionLine.
I look forward to being on the team that produces such a quality publication.
Let me know if you have any questions or next steps that I need to be aware of.
Best,
Laurie

Please note: Florida has very broad public records laws. Many written communications to or from The Florida Bar regarding Bar business may be considered public records, which must be made available to anyone upon request. Your e-mail communications may therefore be subject to public disclosure.

This agreement is made and entered into, as of 12/6, 2024, by Laurie Rowland ("Rowland") and the Real Property, Probate and Trust Law Section ("Section") of The Florida Bar ("Client").

The Publication

ActionLine - The Section's quarterly magazine that is written and edited by and for lawyers with an editorial staff consisting primarily of the section's lawyers.

Rowland agrees to provide the following services:

Scope of Work

Publication Manager

The Publication Manager (PM) processes incoming articles from the submission stage through layout to publication. The PM processes through three levels of editing by staff members and the contracted Copyeditor: (1) a deep, content level edit, (2) a light layout proof by various editorial staff, and (3) a final cover-to-cover review of layout copy by the Co-Editors-In-Chief and the Copyeditor. There should be regular communication via email or phone, if needed, to staff editors, and if an edit is late, the PM is responsible for reaching out to staff to see what help can be offered or what issues may exist that may delay the publication process. The Co-Editors-In-Chief should be informed of any issues or delays.

The PM processes articles and assigns them to be edited by staff editors, communicates with staff members, and records tracking information on the progress chart, updating it on a regular basis as needed. The PM shares the updated progress chart with Co-Editors-In-Chief on a regular basis. Additionally, the PM communicates with the Copyeditor and layout contractor in the final editing stages, ushering the magazine to final publication. The PM distributes the final layout copy to the Co-Editors-In-Chief and the Copyeditor for final cover-to-cover review and returns edits to layout for final corrections.

The PM is responsible for creating a master schedule on a yearly basis to be shared with the Co-Editors-In-Chief, Copyeditor, and layout contractor.

Timeframe

ActionLine is quarterly publication and workload will be dictated by the deadlines for submission of articles by authors listed below.

<u>Issue</u>	<u>Deadline</u>
Spring Issue	January 31 st
Summer Issue	April 30 th
Fall Issue	July 31 st
Winter Issue	October 31 st

The deadlines for publishing the electronic version of ActionLine is listed below:

<u>Issue</u>	<u>Deadline</u>
Spring Issue	March 15 th
Summer Issue	June 15 th
Fall Issue	September 15 th
Winter Issue	December 15 th

Fee Schedule

An agreed upon rate of \$65/hour for Laurie Rowland with an estimated time required of twenty 20 hours/week for the first three (3) months (estimated at \$15,600.00) and 25 hours per month for the last five (5) months (estimated at \$8,125.00). The total estimated for the term of this Agreement is \$23,725.00. If time exceeds twenty 20 hours/week, notice will be given by Rowland to Hilary Stephens and the Co-Editors-In-Chief.

Independent Contractor Provision

Rowland shall be and at all times act as an independent contractor with respect to Client and agrees to comply with all applicable state and federal tax and other laws imposed upon Rowland as a result of Rowland's status as an independent contractor, specifically including without limitation, Rowland acknowledges that Rowland shall be responsible for the payment of federal income, Social Security, Medicare or other taxes and withholdings. This Agreement shall not be deemed to create any agency, employment, partnership or joint venture relationship between Client and Rowland. Neither party shall have the power or authority to bind, commit or obligate the other in any manner whatsoever without the other's prior written consent. No representation of either party shall be binding upon the other party without the other party's prior written consent.

Termination for Cause

Client shall be entitled to terminate for cause for failure to satisfactorily perform the items listed in the Scope of Work above or missing the deadlines for publishing the electronic version of ActionLine.

Client shall give seven (7) days' written notice of the deficiencies in performance and an opportunity to cure the items listed in such written notice. If Rowland fails to cure the noticed deficiencies to Client's sole satisfaction, Client shall then provide a seven (7) days' written notice of termination.

Termination for Convenience

Client has the right to terminate this contract for convenience and without cause. In such event, *Client shall provide a seven (7) days' written notice of termination. In the event of a termination for convenience, Rowland shall only be entitled to \$1,300.00 (twenty (20) hours of pay at \$65 per hour) and nothing more.*

Work Product

At any time, or in the event of Termination, Client may request in writing that Rowland provide copies of all publication material, including but not limited to, submitted articles, articles at any stage of editorial review or finalized articles ready for publication, documents identifying the status of review of articles, written procedures related to the publication, sponsor information, correspondence related to the publication process and any other material that is published in Client's quarterly magazine (collectively, "Requested Documents"). Rowland agrees to make the Requested Documents available to Client within seven (7) business days of the receipt of a written request. Failure by Rowland to produce the Requested Documents shall constitute a material breach of this Agreement. Additionally, Rowland agrees to maintain complete copies of work product on a cloud-based storage system that is accessible to and controlled by Client. Client will provide the cloud-based storage to Rowland.

Non-Assignment

This is a personal services agreement and is not assignable without the prior written consent of Client.

Term of Agreement

The term of this Agreement is through June 30, 2025.

The Florida Bar Standard Contract Terms and Conditions

The Florida Bar Standard Contract Terms and Conditions, a copy of which are attached hereto as Exhibit A, are incorporated herein by reference and are fully a part of this Agreement.

THE FLORIDA BAR

 12/13/2024

By: Leroy Smith

Its: LS


LAURIE ROWLAND

The Florida Bar PURCHASE ORDER

Pay to: Cvent, Inc.
1765 Greensboro Station Place,
7th Floor
Tysons Corner, VA 22102

No. _____

Date December 16, 2024

Acct. String multiple - see below

Dept. Visa Purchase ☐ \$ _____
ACH/VCN ☒ \$ 39,950.80
Check ☐ \$ _____

Is this a Single Source purchase? If yes, fill in the box.

Explanation of single source:

Subject to conditions and terms stated hereon, please enter our order for the following:

Tax Exemption No. 85-8012620712C-8

# OF PAYMENTS	DESCRIPTION INCLUDING QUANTITY OF PURCHASE OR PAYMENT	TOTAL PRICE
1	11/27/24 - 11/26/25, Attendee Hub per registrant (3,800), Attendee Hub License, OnArrival Premium License, OnArrival Premium per registrant (3,800) 964-9640-26400-00000-5199 - \$20,633.88 (RPPTL EC Meetings) 964-9642-26419-00000-5031 - \$5158.47 (RPPTL Convention) 964-9643-26413-00000-7999 - \$5158.47 (CLI)	\$30,950.80
1	OnArrival Event in a Box Rental - 6 events 964-9640-26400-00000-5199 - \$4,500 (RPPTL EC Meetings) 964-9642-26419-00000-5031 - \$1,500 (RPPTL Convention) 964-9643-26417-00000-7999 - \$1,500 (ATO) The OnArrival Event in a box equipment will be shipped directly from Cvent to the venue and returned directly from the venue to Cvent. TFB Staff will not transport or store the equipment on TFB property.	\$9,000.00
TOTAL		\$39,950.80

*The comparative pricing is for the service to use the App and licensures for the app and equipment rental. It does not include the cost to rent the equipment for each meeting because that is done on an as needed basis. We are estimating that we will order the equipment for 6 meetings within a 12 month period at \$1500 per rental, equaling \$9,000.

All shipping FOB destination unless otherwise specified.

SHIP TO DEPT: Hilary Stephens, 651 E Jefferson St., Tallahassee, FL 32399

1. Purchase Orders must be approved by Dept. Director and DD if over \$10K and CFO if single source.
2. Mail original and duplicate invoice to Accounts Payable, The Florida Bar, 651 East Jefferson Street, Tallahassee, FL 32399-2300.
3. Invoices and Shipping Receipts must bear Purchase Order Number.
4. Attach bid summary or pricing sheet unless single source.

Hilary Stephens

Requestor
Leroy Smith - 12/16/24

Department Head

Re: New Cvent Agreement for RPPTL

JD Doyle, Josl
To Jackson, Cynthia B 12:09 PM
Retention Policy Inbox-Delete After Expires 12/19/2025

Looks good, thanks.

From: Jackson, Cynthia B <CJackson@floridabar.org>
Sent: Thursday, December 19, 2024 12:03:56 PM
To: Doyle, Joshua <jdoyle@floridabar.org>
Subject: New Cvent Agreement for RPPTL

Approved by:

12/17/2024
Division Director (> \$10,000)

Division Director, Administration (if Single Source = Yes)

Joshua E. Doyle

document with support to Zendesk.



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

MEMORANDUM

To: Leroy Smith *[Signature]* 12/16/2024

From: Hilary Stephens

cc:

Date: December 16, 2024

Re: Request to contract mobile app and rental of onsite badge printing equipment

Objective

Create an environment within the RPPTL Section that fosters collaboration, relationship-building, and professional development by strategically integrating technology to enhance operational efficiency and member services. Facilitate the dissemination of timely, accurate, and relevant information across multiple communication channels and platforms to support effective internal engagement.

To enhance efficiency and streamline the check-in process for members at RPPTL Executive Council and Committee Meetings, we propose implementing on-site badge printing equipment. By eliminating the need for physical tickets, members will no longer need to keep track of them, and setup time at the registration desk will be minimized by avoiding pre-packaged badges and tickets. Additionally, this method will offer a more reliable system for managing event attendance, enabling a reallocation of resources from badge assembly to meeting planning, thereby allowing for more thorough preparation and execution of events. Shifting focus away from badge preparation will also enable more effective communication of meeting details to attendees, both prior to and during the event, ultimately improving the overall member experience.

After reviewing the criteria met by Cvent and evaluation of all quotes, the recommendation of RPPTL section leadership is to move forward with signing a 12 month contract with Cvent. RPPTL will rent the equipment needed for on site badge printing for each meeting.

Multi-Source Purchase Request

Description App and Licensing for name tag printing equipment

Quantity 12 month agreement

Amt. Budgeted: \$32,000

Budget Number: 964-9640-26400-00000-5199

Suggested Vendor Information:

Name: Cvent

Address: 1765 Greensboro Station Place, 7th Floor, Tysons Corner, VA 22102

Contact: Telephone No: Fax No:

Bids were sent to (attach separate sheet if necessary):

Vendor	Meets Requirements?	Delivery Date	Unit Price	Estimated Shipping	Bid Total
Cvent	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				\$30,950.80
ExpoPass	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				\$32,500
Zuddl	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				\$37,500
	<input type="checkbox"/> Yes <input type="checkbox"/> No				
	<input type="checkbox"/> Yes <input type="checkbox"/> No				
	<input type="checkbox"/> Yes <input type="checkbox"/> No				
	<input type="checkbox"/> Yes <input type="checkbox"/> No				

Check All That Apply:

- ☐ \$500 - \$4,999 - verbal quote, catalog price or other written documentation; written summary attached, DD approval
- ☐ \$5,000 - \$14,999 - written bids; DD approved specifications attached; DD approval
- ☐ \$15,000 - 24,999 - formal written bids; DD approved specifications attached; DD & DDA approval
- ☐ \$25,000 & over - formal written bids; advertisement; DD approved specifications attached; DD & ED approval
- ☐ EQxxxx center number – DD & DDA approval
- ☐ Single Source – DD approval (also requires ED approval if \geq \$15,000)
- ☐ State Contract - attach Single Source form stating contract #, if applicable; DD approval (also requires ED approval if \geq \$15,000)
- ☐ Emergency purchase - required statement of need filed by DH prior to issuance of PO; DD approval (also requires ED approval if \geq \$15,000)
- ☐ Suggested vendor submittal other than the lowest bid - requires written explanation; DD & ED approval

Additional Comments/Information:

Cvent meets all criteria for badge printing specs and mobile app specs.

Cvent App Criteria Evaluation

Mobile App Specs	Cvent Evaluation			
Mobile App Requirements to include the list below	Yes	No	Comments/Concessions	Notes
Mobile App with Web Version	x			
Option to disable ability for attendees to add themselves to paid events	x		When using the App Schedule, members have the ability to create their own schedule by "adding themselves" to an event. This would mean that a member could add themselves to a paid event and their QR code would scan as registered.	because ExpoPass cannot disable this feature, we would not be able to use the app
Option for App events to be password protected	x			
Rotating Banners for Sponsors or ads	x			
Schedule/sessions to be able to show by Day or Track	x			
Speaker section with bio description and document attachments	x			the speakers can upload their own information into the app
Sponsor section with description and document attachments	x			sponsors can upload their own information into the app
Exhibitor section with description and document attachments	x			exhibitors can upload their own information into the app
Maps for Meeting and Event Space	x			

Cvent App Criteria Evaluation

Capablity to insert/embed sponsor videos	x			
Push notifications	x			
Search function in App and Web version for sessions/schedule	x			
Activity Feed / Social Sharing	x			

Cvent Badge Printing Criteria Evaluation

On Site Badge Printing	Cvent Evaluation			
On Site Badge Printing Requirements to include the list below	Yes	No	Comments/Concessions	Notes
Ability to print name badges that will have names on the front and back of the badge	x			
Print QR code that allows session tracking	x			
Provide rental of on-site badge printing equipment, to include printers, tablets, local networking hardware to allow devices to communicate with each other	x			
Allow manual data uploads to event management software	x			

Customer: The Florida Bar - Real Property, Probate and Trust Law Department

Cvent, Inc.

Billing Address:
651 East Jefferson St.
Tallahassee, FL 32399

1765 Greensboro Station Place, 7th Floor
Tysons Corner, VA 22102
Billing Dept. Phone: 703.226.3522
Billing Dept. Email: Receivables@cvent.com

Annual Fees and Usage:	Quantity	Unit Rate	Discount Unit Rate	Price
YEAR 1: 12/20/2024 - 12/19/2025				
Attendee Hub License	1	USD 1,794.00	USD 1,435.20	USD 1,435.20
Attendee Hub (Per Reg)	3,800	USD 6.28	USD 5.02	USD 19,076.00
OnArrival Premium License	1	USD 1,127.00	USD 901.60	USD 901.60
OnArrival Premium (Per Reg)	3,800	USD 3.14	USD 2.51	USD 9,538.00
TOTAL ANNUAL PRICE in USD				USD 30,950.80
Total annual savings of USD 7,766.20 if agreement is signed by 12/20/2024				

Services

Contract Term: The term is 12/20/2024 to 12/19/2025.

Service Terms: Cvent's products and services listed in this Order Form are subject to the applicable Terms of Use located on the Cvent website at <http://www.cvent.com/en/product-terms-of-use.shtml>.

Overage Fees	Price
YEAR 1: 12/20/2024 - 12/19/2025	
Attendee Hub (Per Reg)	USD 6.02
OnArrival Premium (Per Reg)	USD 3.51

Overage fees billed in arrears. In lieu of paying this rate, the Customer may purchase additional quantities at any point during the term of the agreement.

Payment Terms

Annual Upfront by Invoice; Payment due Net 30 from Invoice Date.

Tax/VAT/GST/ABN ID #:

Is Purchase Order Required?:

Price does not include sales tax or any other applicable taxes.

Purchase Order #:

Purchase Order Portal:

You will be required to input credit card details upon login to the Cvent system.

Please note: The credit card will be used only if payment by credit card has been selected on this agreement OR if any invoice is greater than 60 days overdue.

Except where prohibited by law, payments permitted by Cvent via credit or debit card may be subject to additional processing fees per the requirements of the credit card issuer, merchant acquiring bank, or other entity involved in the processing of payments. The exact fee will be specified to the Customer at the time of the relevant transaction and will be paid to the payment services provider.

Additional Terms

In order to ensure timely app delivery, Customer shall:

- 1) Comply with the agreed-upon Content Delivery Schedule that is established
- 2) Notify Project Manager no later than 30 days prior to the desired launch date of each mobile app (across all years of Order Form)

Billing Contact Details:	Billing Address:	Service Address:
Name: Hilary Stephens	Street: 651 East Jefferson St.	Street: 651 East Jefferson St.
Title: Program Coordinator	City: Tallahassee	City: Tallahassee
Email: hstephens@floridabar.org	State: FL	State: FL
Phone: 850-561-5626	Zip Code: 32399	Zip Code: 32399
	Country: US	Country: US

Update Billing Contact Details (Only if the Billing Contact details are incorrect)

Cvent Signatory

Name:

Title: Senior Sales Executive, Event Solutions

Email: pwehking@cvent.com

Phone: (571) 534-5029

Signature:

Date Signed:

Customer Signatory

Name:

Title:

Email: lesmith@floridabar.org

Phone: 850-561-5600

Signature:

Date Signed:

CVENT EVENT CLOUD TERMS OF USE

Last Updated: March 29, 2024

IMPORTANT NOTICE: PLEASE READ THROUGH THESE TERMS CAREFULLY. The following document (these “**Terms of Use**”) describes the terms under which Cvent, Inc. (“**Cvent**”) offers each individual or entity (hereinafter, “**Customer**”) access to its Services through the SaaS Solution.

By accessing the SaaS Solution or any content found on the SaaS Solution, Customer agrees to comply with and to be bound by the Terms of Use, including the policies and guidelines linked to (by way of the provided URLs) from these Terms of Use. If Customer does not understand or agree with these Terms of Use, please do not use the SaaS Solution or the Services.

These Terms of Use are incorporated by reference into each Order Form executed by Customer and Cvent. Cvent may amend these Terms of Use at any time in its sole discretion, effective upon posting the amended Terms of Use at the domain or subdomains of <http://www.cvent.com> where the prior version of the Terms of Use was posted, or by communicating these changes through any written contact method Cvent has established with Customer.

DEFINITIONS

“**Agreement**” means collectively these Terms of Use, Order Forms, and all other attachments and exhibits referenced hereto.

“**Confidential Information**” means any information, regardless of form, proprietary to or maintained in confidence by either Party, including, without limitation, any Customer Data, information, technical data or know-how relating to discoveries, ideas, inventions, software, designs, specifications, processes, systems, diagrams, research, development, business plans, strategies or opportunities, and information related to finances, costs, prices, suppliers, vendors, customers and employees which is disclosed by a Party or on its behalf whether directly or indirectly, orally, visually, or in writing, to the other Party or any of its employees or agents. The terms and conditions of this Agreement and any order for Cvent products or services will be deemed the Confidential Information of both Cvent and Customer.

“**Customer Data**” means any materials, information, data, code, content, and other information that Customer, or its employees or agents, collect (or which Cvent collects on behalf of Customer from event attendees or others) or transmit to Cvent via a SaaS Solution, or via another medium for the purpose of display or transmission via the Services.

“**Cvent Content**” means the information, documents, software, products and services contained or made available to Customer in the course of using a SaaS Solution.

“**Developed Materials**” is defined in Section 3.2.2.

“**Documentation**” means the user instructions, release notes, manuals and on-line help files regarding the use of a SaaS Solution in the form generally made available by Cvent, as updated by Cvent from time to time.

“**Effective Date**” means the date the applicable Order Form is executed by both Parties.

“**Order Form**” means a document, including SOWs, executed by the Parties, which incorporates by reference the Terms of Use, and describes order-specific information, such as description of Service ordered, Usage Metrics, fees, and milestones.

“**Products**” means collectively the SaaS Solutions and other software programs (including any associated materials or intellectual property, as well as any updates, improvements, modifications, or changes, and Documentation), Cvent Content, Developed Materials and all toolkits and any other programs provided by Cvent hereunder, training materials, tutorials and related documentation provided by Cvent in connection with the performance of Services.

“**Professional Services**” means data conversion, data mapping, implementation, site planning, configuration, integration and deployment of the SaaS Solution, training, project management and other consulting services.

“**Protected Information**” means: (i) Social Security number; (ii) passport numbers or other government-issued identification numbers; (iii) health or medical information (other than dietary preferences or medical contact information); (iv) date of birth, (v) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account other than payment information entered using Cvent's online payments module; or (vi) other information that a reasonable person would recognize as being highly sensitive (but excluding, for avoidance of doubt, contact information such as name, title, company name, mailing address, email address, and phone number).

“**SaaS Solution**” means a software as a service and other software services identified in the Order Form and associated Support.

“**Services**” means collectively SaaS Solutions and Professional Services.

“**SOW**” means one or more work orders, work authorizations or statements of work that describe the Professional Services for Customer and mutually executed by the Parties.

“**Subscription Term**” means the period during which Customer is authorized to use a SaaS Solution pursuant to an Order Form.

“**Support Services**” is defined in Section 5.1.

“**Usage Metrics**” means the limitation on the usage of a SaaS Solution as designated and/or defined in the applicable Order Form by a term such as the number of users or properties, reports and the like

“**Viruses**” shall mean any programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs, time bombs, shut-down devices, keys, authorization codes, or passwords allowing Cvent access), the purpose of which is expressly intending to result in damaging, interrupting, interfering with or hindering the operation of any software or data on Customer's equipment configuration, or any other equipment or system with which the equipment configuration or SaaS Solutions are capable of communicating.

1 PURPOSE AND SCOPE

1.1 **Purpose.** This Terms of Use establishes the general terms and conditions for Cvent's (on behalf of itself and its wholly owned subsidiaries) provision of the Services to Customer and its affiliates identified on the applicable Order Form. Additional terms for the subscription or use of a specific Service are in the applicable exhibits (each a “**Product Exhibit**”) available at www.cvent.com/en/product-exhibits. Each Product Exhibit is only applicable to the Service identified on that Product Exhibit.

1.2 **Additional Order Forms.** During the Term, Customer may subscribe to or purchase additional Services or otherwise expand the scope of Services granted under an Order Form, upon mutual agreement and execution of a new Order Form specifying details of the foregoing.

1.3 **Order of Precedence.** The terms and conditions of this Terms of Use control to the extent any terms and conditions of this Terms of Use conflict with the terms and conditions of an Order Form or any Product Exhibit, except where the Order Form or Product Exhibit specifically states the intent to supersede a specific portion of this Terms of Use.

2 FEES, TAXES & PAYMENTS

2.1 **General.** Customer shall pay the fees specified in the applicable Order Form or SOW within 30 days after the invoice date. Except as otherwise expressly specified, all payment obligations start from the execution of the Order Form. All payments must be by check, wire or ACH unless Cvent agrees otherwise, and if Cvent permits payment via credit or debit card, then unless prohibited by applicable laws Cvent reserves the right to charge Customer a surcharge of three percent (3%) of the total amount due hereunder, and Customer hereby consents to such charge being made against the credit or debit card provided by Customer. Cvent may impose a special handling charge of 3-5% if special invoicing requirements apply (such as EDI, third party systems such as Ariba, or other dedicated invoicing systems). If Customer does not pay the fees or other charges when they are due, then a finance charge of two percent (2%) per month or the maximum rate allowed by law will be assessed.

2.2 **Currency and Taxes.** Fees are in the currency designated in the applicable document and exclude taxes. Customer is responsible for payment of all applicable sales, use, value added or similar taxes (excluding those on Cvent's net income) imposed by a federal, state, provincial, local or other government entity relating to the provision of the Services.

2.3 **Disputed Fees.** Customer may reasonably and in good faith dispute an invoiced amount within thirty (30) days after the invoice date, provided that Customer shall promptly pay the undisputed portion of the invoice pursuant to Section 2.1 and may only withhold payment of the disputed portion until the dispute is resolved. The Parties shall negotiate in good faith to resolve any payment dispute within forty-five (45) days.

2.4 **Failure to Pay.** Failure to make timely payments is a material breach of this Agreement and Cvent may suspend its performance obligations in accordance with the provisions of Section 12.4. Customer shall reimburse Cvent for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due under this Agreement that are not under good faith dispute by Customer. Amounts paid or payable for SaaS Solutions are not contingent upon the performance of any Professional Services. Customer agrees that its subscriptions hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Cvent regarding future functionality or features.

2.5 **Overage Fees.** If Customer exceeds the Usage Metrics, Customer shall pay as specified in the applicable Order Form, or if not specified using the then-current rates for the applicable SaaS Solution.

2.6 **Travel and Lodging Expenses.** If Customer requests onsite services from Cvent, it shall pay Cvent's reasonable travel and lodging expenses at actual cost within 30 days after the invoice date.

2.7 **Fee Adjustment.** The recurring fees are fixed for the initial Subscription Term of the applicable Order Form. Thereafter, Cvent may increase these fees for future periods, provided that no annual increase will exceed ten percent (10%) for each year of the Initial Subscription Term. Notwithstanding anything contained herein to the contrary, Professional Services fees are not subject to this Section 2.7.

3 SERVICES

3.1 SaaS Solutions.

3.1.1 **Subscription Right.** Subject to the provisions of this Agreement, Cvent hereby grants Customer for the Subscription Term, a non-transferable, non-exclusive and revocable subscription right, without the right to grant sublicenses, to access and use the SaaS Solutions solely for the internal business purposes of Customer. Customer acknowledges that Cvent has no delivery obligation and will not ship copies of the Products to Customer as part of the SaaS Solutions. Customer agrees that it does not acquire under the Agreement any license to use the Products in excess of the scope and/or duration of the SaaS Solutions. Except for the foregoing subscription right, no other rights in the Service are granted hereunder, and the Service is and will remain the sole and exclusive property of Cvent and its licensors, if any, whether the Service is separate or integrated with any other products, services or deliverables.

3.1.2 **Subscription Tiers and Usage Metrics.** Cvent may offer varying subscription tiers and bundles for its Services. Customer understands that the functionality of the Services may vary according to the applicable subscription tier as well as the Usage Metrics designated in the applicable Order Form(s). The Documentation will outline the functionality available in each subscription tier. Usage Metrics provided in the initial Order Form represent minimum amounts that Customer has committed to for the Term. There will be no fee adjustments or refunds for any decrease in usage or Usage Metrics during the Term. Cvent reserves the right to modify or update subscription tiers in its sole discretion from time to time. Any such will not alter or change Customer's active subscription tier, but may go into effect in a subsequent Term.

3.1.3 **Changes and Environment.** Access to a SaaS Solution is limited to the version in Cvent's production environment, accessed via the Internet by use of a Cvent-approved Customer-provided browser. Cvent regularly updates the SaaS Solutions and reserves the right to add and/or substitute functionally equivalent products or features in the event of product unavailability, end-of-life, or changes to software requirements. SaaS Solutions will be hosted on a server that is maintained by Cvent or its designated third-party supplier or data center. Customer is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Solutions, including but not limited to Internet access and adequate bandwidth.

3.1.4 **User IDs.** Cvent shall assign Customer one or more user IDs and passwords that will enable Customer to access a SaaS Solution. Customer shall take reasonable precautions to protect against theft, loss or fraudulent use of these IDs and passwords. Each user ID is unique to the assigned individual and may not be shared with others, including other personnel of Customer.

3.2 Professional Services.

3.2.1 **Scope.** Cvent shall perform the Professional Services described in the applicable SOW. Either Party may propose a change order to add to,

reduce or change the work ordered in the SOW. Each change order must specify the changes to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed to Cvent. A change order is not binding until executed by both Parties.

3.2.2 Developed Materials. If agreed in a SOW, Cvent may develop modifications to Products or Cvent Content ("**Developed Materials**"). Cvent hereby grants Customer, subject to timely payment of applicable fees and charges, and subject to the restrictions in this Agreement, a personal, nonexclusive, non-transferable license for the Subscription Term to use the Developed Materials solely in connection with its use of the SaaS Solutions. Unless specified in a SOW, Cvent does not provide updates or reintegration work required to make Developed Materials compatible with future versions or releases of a SaaS Solution.

3.2.3 Third Party Integration. Professional Services may include providing configurable integrations (sometimes referred to as "**connectors**") with various third-party applications. Configuration and use of any Cvent connector depends upon (a) Customer's maintaining an active license and login credentials for the third-party application, and (b) the continuing compatibility and stability of the third party's application programming interface. Customer understands and agrees that Cvent does not control, and cannot guarantee, the fulfillment of the foregoing dependencies or the accuracy, completeness or quality of any data transmitted via "connector" or other integration to an external application except up to the point of transmission, and Cvent is not liable for the quality of any third party data, or any misconfiguration, data corruption or data loss resulting from the use of Cvent connectors or other such integrations.

4 CUSTOMER'S USE

4.1 Acceptable Use. Cvent does not monitor or police the content of communications or Customer Data transmitted through the SaaS Solutions, and Cvent is not responsible for the content of these communications or transmissions. Customer shall use a SaaS Solution exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and Cvent's Privacy Policy located at <http://www.cvent.com/en/privacy-policy.shtml> (the "**Privacy Policy**").

4.2 Restrictions. Customer shall not (i) license, sublicense, sell, resell, transfer, rent, lease, assign (except as provided in Section 13.6 (Assignment)), distribute, disclose, or otherwise commercially exploit or make available to any third party the Products or Services; (ii) copy, record, extract, scrape, modify or make derivative works based upon the Products or Services; (iii) "frame" or "mirror" the Products or Services on any other server or device; (iv) access the Products or Services for any benchmarking or competitive purposes or use the Services for application service provider, timesharing or service bureau purposes, or any purpose other than its own internal use, (v) decompile, disassemble, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Products or Services, (vi) remove, obscure or modify a copyright or other proprietary rights notice in the Product Service; (vii) use the Product or Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material that violates third party privacy rights; (viii) use the Product or Service to create, use, send, store, or run material containing software viruses, worms, Trojan horses or otherwise engage in any malicious act or disrupt the security, integrity or operation of the Products or Services; (ix) attempt to gain or permit unauthorized access to the Products or Services or related systems or networks, including but not limited to conducting any penetration testing, denial of service attacks, or similar efforts; (x) use the Products or Services other than in compliance with all applicable laws and regulations; or (xi) permit or assist any other party (including any user) to do any of the foregoing.

4.3 No Spamming or Unsolicited Commercial Email. Customer will not use the Services for illegal activities or junk mail, chain letters, pyramid schemes, phishing, "spam" or other unsolicited emails to any person who has not given specific permission to be included in such a process. Without limiting the generality of the foregoing, Customer is required to comply with the United States' Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 ("CAN-SPAM Act"), and the rules and regulations promulgated thereunder. All email messages sent from Cvent, including invitations, reminders and confirmations, must include Customer's identity as the sender, contain a valid physical posting address, an "unsubscribe" link that allows subscribers to remove themselves from Customer's email messages, notice that the message is an advertisement or solicitation, and otherwise comply in all other respects with applicable law. Customer will actively manage, and process unsubscribe requests received by it directly as soon as reasonably practicable and no later than ten (10) days after submission and update its email lists and address books to reflect the unsubscribe requests. Cvent reserves the right to immediately suspend or terminate Customer's access to the Services in the event of Customer's violation of this Section 4.3. Customer is still responsible for full payment of its Order Form even if its access to the Services is terminated in accordance with this Section 4.3.

4.4 Breach by Authorized User. Any failure by an authorized user to comply with this Agreement is deemed to be a breach by Customer, and Cvent shall not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer shall immediately take all necessary steps, including providing notice to Cvent, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

4.5 Server Location. Customer acknowledges that Cvent has servers located in the United States and Europe only and that the SaaS Solutions are not intended to be used by Customer or third parties in any country which requires an individual's personal data to remain on servers located in that country. Without limiting the generality of the foregoing, the Services provided hereunder are not intended for use by citizens of the Russian Federation who reside in Russia. Customer represents and warrants that it will use the Service in compliance with all such applicable data privacy localization requirements. The Customer acknowledges and agrees that any use of the Services by Customer within the People's Republic of China, including Hong Kong and Macau (collectively, "China") carries certain inherent risks associated with government rules and regulations and business environment, including but not limited to access (and interruption) to telecommunication or internet services and data privacy and localization requirements. Accordingly, Customer acknowledges and agrees that its use of the Services within China is at its sole risk and Cvent's: (i) failure or inability to provide any of the Services in China; or (ii) transfer of personal data of Chinese residents and citizens outside of China, shall not constitute a breach of the Agreement (including SLAs, if any) and in no event shall Cvent be liable to Customer for any damages (whether direct, indirect, consequential, punitive special, or otherwise), fines, penalties, credits, rebates, offsets, or any other form of payment arising from Customer's use or inability to use the Services within China. Customer shall indemnify, defend and hold harmless Cvent, its directors, officers, employees, agents and affiliates from and against any and all Claims to the extent that any such Claim is caused by or arises out of Customer's use of the Services within China or in connection with any personal data of Chinese residents or citizens

4.6 No Protected Information. Customer acknowledges and agrees that use of the Services does not require Customer to provide any Protected

Information to or through the SaaS Solutions and Cvent shall have no liability to Customer or its representatives, users or any other party related to any Protected Information. Customer shall not (and shall ensure that its representatives and users do not) upload, provide or submit any Protected Information to the SaaS Solutions. Cvent may upon notice suspend all or portion of Customer's or its users' access to the SaaS Solutions if Cvent has a good faith belief that Customer or its users has breached the restrictions in this Section.

4.7 **Third Party Content.** Third party data, content, materials or software ("**Third Party Content**") published on the Cvent website or otherwise made available through a SaaS Solution may be subject to third party licenses, and these licenses may be altered or revoked at any time by the applicable third party licensor, and that, provided there is no material reduction of functionality in the Cvent System, removal or alteration of Third Party Content shall not constitute a material breach of this Agreement or any Order Form.

5 SUPPORT.

5.1 **Obligations.** Support services provided by Cvent as part of a SaaS Solution include technical support and workarounds so that the SaaS Solutions operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available (collectively, "**Support Services**"). For the avoidance of doubt, updates to the SaaS Solutions may include subsequent releases to Products, excluding Developed Materials, and may include bug fixes, patches, error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new products, modules or functionality for which Cvent generally charges a separate fee.

5.2 **Exceptions to Support.** Cvent does not provide Support Services with respect to: (i) a SaaS Solution that have been altered or modified by anyone other than Cvent or its licensors; (ii) a SaaS Solution used other than in accordance with the Documentation; (iii) Professional Services, (iv) Developed Materials, (v) errors or malfunction caused by Customer's failure to comply with the minimum system requirement documentation as provided by Cvent or by Customer's use of non-conforming data, or (vi) errors and malfunction caused by any systems or programs not supplied by Cvent.

5.3 **Training.** Customer shall ensure that all users receive initial training services sufficient to enable Customer to effectively use the SaaS Solution. Failure to do so could result in additional fees if service requests are deemed excessive as a result of insufficient training, at Cvent's discretion. In addition, during the Term of this Agreement, Customer agrees that its authorized system users are required to complete online training related to the SaaS Solution purchased hereunder within 30 days of the creation of his or her authorized user ID, and subsequently complete Cvent's free certification within 6 months of the creation of the user ID. If any user fails to complete the foregoing in a timely manner, then Cvent reserves the right to restrict direct support access and/or revoke any discounts granted herein. Training can be found at the following link: <https://cvent.docebosaa.com/external/learn/mycourses>.

5.4 **Communications.** By executing the Agreement, Customer hereby consents, on behalf of its signatory herein and each of its personnel who is assigned a user ID for access to the SaaS Solution, to receiving email communications from Cvent regarding Cvent products and services, including but not limited to Cvent white papers, webcasts, videos, live events, and other marketing and information materials. Customer understands that its signatory and personnel may withdraw such consent at any time by unsubscribing from such email communications through the links provided therein.

6 SECURITY STANDARDS AND SAFEGUARDS.

6.1 **Payment Cards.** Cvent shall maintain safeguards against the destruction, loss or alteration of payment card information that is in the possession of Cvent and stored in a Cvent platform by implementing the applicable information security controls as set out in the then current version of the Payment Card Industry Data Security Standard ("**PCI DSS**"), or the immediately preceding version of PCI DSS to the extent still permitted by PCI authorities.

6.2 **Personal Data.** Cvent shall maintain commercial safeguards against the unauthorized destruction, disclosure or alteration of Customer personal data that is in the possession of Cvent. Upon Customer's written request, Cvent shall provide Customer with a current copy of its Letter of Attestation with respect to its system architecture and vulnerability from an independent third-party assessor and a summary of SOC-1 (or substantially similar) audit report, as applicable.

6.3 **Data Protection Agreement.** Customer and Cvent shall comply with all applicable privacy laws and regulations and shall provide help and cooperation to the other as is reasonably necessary or requested to comply with these laws and regulations. If a SaaS Solution involves the processing of personal data of data subjects (as defined by applicable data protection legislation) located within the European Economic Area or Switzerland on behalf of Customer, then the Parties agree to execute Cvent's data protection agreement located at <https://www.cvent.com/en/cvents-data-privacy-agreement>.

7 WARRANTIES AND DISCLAIMERS.

7.1 **Disclaimers.** THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CVENT DOES NOT MAKE ANY REPRESENTATION, WARRANTY REGARDING THE SERVICES, OR GUARANTY, AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES PROVIDED OR OFFERED HEREUNDER. ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR STATUTORILY, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.2 USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SAAS SOLUTIONS AND CUSTOMER DATA. ACCORDINGLY, CVENT CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. IN ORDER TO PROTECT CUSTOMER'S DATA, CVENT MAY SUSPEND CUSTOMER'S USE OF THE SERVICES IMMEDIATELY, WITHOUT PRIOR NOTICE, PENDING AN INVESTIGATION, IF ANY BREACH OF SECURITY IS SUSPECTED.

8 PROPRIETARY RIGHTS

8.1 **Cvent's Intellectual Property Rights.** As between Cvent and Customer, all rights, title, and interest in and to all intellectual property rights in the Products, Services, and Developed Materials (including all components, derivatives, modifications and enhancements) are and will be owned exclusively by Cvent notwithstanding any other provision in this Agreement or Order Form. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Products, Services, or Developed Materials. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, patents, and other proprietary right relating to the Products and Services and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by Cvent. Cvent alone shall own all rights, title and interest in and to any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating thereto. Customer acknowledges and agrees any software and any Developed Materials Cvent creates pursuant to this Agreement are not and will not be considered as "works made for hire" under the United States Copyright Act, Title 17, United States Code or "joint works of authorship," or any other designation tending to imply that Customer has or retains ownership or authorship rights therein or thereto, but are provided to Customer in accordance with and subject to the terms and conditions of this Agreement. To the extent that any such rights vest initially with Customer by operation of law or for any other reason, Customer hereby perpetually and irrevocably assigns, transfers, and quitclaims all such rights to Cvent. Subject to Cvent's confidentiality obligations under the Agreement, nothing herein prevents or limits Cvent's right to undertake engagements for any other entity, transfer or license the deliverables to other parties, or to reuse them in whole or in part in other projects, including a competitor of Customer, whether or not similar to the Developed Materials.

8.2 **Customer Data.** As between Customer and Cvent, Customer owns all rights, title and interest in and to all Customer Data. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use all Customer Data, and warrants that that it has and will have all rights and consents necessary to allow Cvent to use this data as contemplated by this Agreement. Customer hereby grants to Cvent during the Subscription Term a royalty-free, fully-paid, non-exclusive, non-transferable (except as set forth in Section 13.6 (Assignment)), sub-licensable, worldwide right to use and process Customer Data solely for the purpose of providing to Customer the Products and Services and any other activities expressly agreed to by Customer.

9 CONFIDENTIALITY.

9.1 **Obligations.** The receiving Party shall not disclose or use any Confidential Information of the disclosing Party for any purpose outside the scope of this Agreement, except with the disclosing Party's prior written permission. Each Party shall protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). If the receiving Party is compelled by law to disclose Confidential Information of the disclosing Party, it shall provide the disclosing Party with prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing Party's cost, if the disclosing Party wishes to contest the disclosure, and the receiving Party shall continue to treat this information as Confidential Information for all other purposes.

9.2 **Remedies.** The disclosing Party has the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin any actual or threatened breach of this Section 9.

9.3 **Exceptions.** The receiving Party will not be obligated under this Section 9 for any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing Party; (ii) was known to the receiving Party prior to its disclosure by the disclosing Party; (iii) was independently developed by the receiving Party without use of or reference to any Confidential Information or breach of any obligation owed to the disclosing Party; or (iv) is received from a third party without restriction and without breach of any obligation owed to the disclosing Party.

9.4 **Prior Non-Disclosure Agreement.** Any existing non-disclosure agreement entered into by the Parties is hereby superseded and replaced by the terms in this Section 9, which will govern all disclosures and exchanges of Confidential Information made by the Parties previously under that agreement.

9.5 **Aggregate Data.** Subject to the terms of this Section, Customer acknowledges and agrees that Cvent may use all data inputted into or collected by the SaaS Solutions, including but not limited to data related to Service utilization and Customer Data, on an aggregated and anonymous basis (collectively, "**Aggregate Data**") in compliance with applicable laws and Cvent's Privacy Policy to provide the SaaS Solutions and for any commercial purposes, including distribution to other Cvent customers and for the preparation and distribution of benchmarking, research, and analytical materials. Aggregate Data must not identify Customer as the source of any specific data or finding, nor will it include any personally identifiable information of any individual users. Cvent shall maintain appropriate security measures for all Aggregate Data in accordance with the terms and conditions of this Agreement. Cvent will be the sole and exclusive owner of all right, title and interest to such Aggregate Data.

10 INDEMNIFICATION

10.1 **Customer Indemnity.** Customer shall: (a) defend Cvent against any claim or lawsuit by a third party (a "Claim") against Cvent to the extent the Claim results from (i) Customer Data; (ii) Customer's breach of Section 4; or (iii) Customer's breach of Section 13.2; and (b) pay any damages awarded against Cvent for the Claim or any amounts agreed by Customer and the claimant for the settlement of the Claim.

10.2 **Procedures.** The Party seeking indemnity under this Section 10 (the "**Indemnified Party**") must: (a) notify the other Party (the "**Indemnifying Party**") promptly in writing of the Claim, specifying the nature of the Claim and such relief as is sought therein; (b) tender to the Indemnifying Party sole control of the defense or settlement of the Claim at the Indemnifying Party's expense, provided, however, the Indemnifying Party may not settle a Claim in a manner that would have an adverse impact on the business of the Indemnified Party without receiving the prior written consent of the Indemnified Party; and (c) cooperate and, at the Indemnifying Party's expense, assist in the defense of the Claim. The Indemnified Party will have the right to participate at its own expense in any Claim or related settlement negotiations using counsel of its own choice.

11 LIMITATION OF LIABILITY.

11.1 **LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY'S TOTAL AND AGGREGATED LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE

TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO (A) A PARTY'S FRAUD OR WILLFUL MISCONDUCT; (B) CUSTOMER'S OBLIGATION TO PAY FEES OWED UNDER THIS AGREEMENT; OR (C) CUSTOMER'S INDEMNIFICATION OBLIGATIONS AS SET FORTH UNDER SECTION 10 OF THIS AGREEMENT. THESE LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SPECIFIED REMEDIES.

11.2 **EXCLUSION OF DAMAGES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE CAUSE, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

11.3 **ACKNOWLEDGEMENT.** THE FEES CHARGED UNDER THIS AGREEMENT REFLECT THE OVERALL ALLOCATION OF RISK BETWEEN THE PARTIES, INCLUDING BY MEANS OF THE LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES DESCRIBED IN THIS AGREEMENT. THESE PROVISIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND A MODIFICATION OF THESE PROVISIONS WOULD AFFECT SUBSTANTIALLY THE FEES CHARGED BY CVENT. IN CONSIDERATION OF THESE FEES, CUSTOMER AGREES TO THIS ALLOCATION OF RISK AND HEREBY WAIVES ANY RIGHT, THROUGH EQUITABLE RELIEF OR OTHERWISE, TO SUBSEQUENTLY SEEK A MODIFICATION OF THESE PROVISIONS OR ALLOCATION OF RISK.

12 **TERM AND TERMINATION** Contract (Agreement) Term is from December 20, 2024 to December 19, 2025  12/16/2024

12.1 **Term.** Unless this Agreement is earlier terminated in accordance with Section 12.3, this Agreement commences on the Effective Date and continues until the later to occur of: (i) the fifth anniversary of the Effective Date, or (ii) the expiration of the Subscription Term of the last outstanding Order Form ("Term"). If the Subscription Term of an Order Form is for multiple years, the specified annual fees are due in advance in each year of the Order Form, or as otherwise specified on the Order Form.

12.2 **Renewal.** An Order Form will renew automatically at the end of its Subscription Term if specified thereon, subject to. Customer's provision of timely notice of nonrenewal as specified in the applicable Order Form. If an Order Form specifies a certain number of events, registrants, rooms, emails or other billable instances annually, then this limitation pertains to each term year of the Subscription Term.

12.3 **Termination.** Either Party may terminate this Agreement immediately upon written notice at any time if: (i) the other Party commits a non-remediable material breach of this Agreement, or if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching Party within 30 days of being notified in writing of the breach; (ii) the other Party ceases business operations; or (iii) the other Party becomes insolvent, generally stops paying its debts as they become due or becomes the subject of an insolvency or bankruptcy proceeding. Termination of this Agreement by either Party will not limit a Party from pursuing any other remedies available to it, including injunctive relief, nor will termination release Customer from its obligation to pay all fees that Customer has agreed to pay under this Agreement. If Cvent terminates this Agreement for Customer's non-payment, Customer agrees to pay to Cvent the remaining value of the then-current initial or renewal term (that Customer acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate yearly (or monthly as the case may be) recurring fees (as set forth in the Order Form) that will become due during the canceled portion of such Initial or renewal term. Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Order Form or SOW. Order Forms and SOWs that are not terminated shall continue in full force and effect under the terms of this Agreement.

12.4 **Suspension.** Cvent may immediately restrict or suspend access to the Services if Cvent becomes aware of, or reasonably suspects, any breach of this Agreement by Customer or its authorized users. Cvent may remove any violating Customer Data posted or transmitted through a SaaS Solution. Cvent will act in good faith and use reasonable efforts to notify Customer via phone or email before initiating suspending or restricting any Service. Customer is still responsible for full payment of the Order Form(s) even if access to the Services is suspended or terminated for any breach of this Agreement.

12.5 **Return of Data.** Upon Customer's written request made within 30 days after the effective date of expiration or termination of this Agreement, Cvent shall, provided Customer is not in breach of any of its obligations under the Agreement and upon Customer's payment of the applicable fees, make available to Customer for download a file of Customer Data in its then current format. After this 30-day period, Cvent has no obligation to maintain or provide any Customer Data and shall, unless legally prohibited, delete all Customer Data maintained in its production systems, provided Cvent may retain archival copies of Customer data on backup media for a reasonable period of time not to exceed two (2) years following expiration or termination of any Order Form.

13 **MISCELLANEOUS**

13.1 **Force Majeure.** A Party will be excused from performance under this Agreement for any period of time that the Party is prevented from performing its obligations hereunder as a result of an act of God, criminal acts, distributed denial of service attacks, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, war, utility or communication failures, or other cause beyond the Party's reasonable control. Both Parties shall use reasonable efforts to mitigate the effect of a force majeure event.

13.2 **Trade Compliance.** Customer represents and warrants that: (i) it will comply with all applicable import, export, economic sanctions, money laundering and anti-boycott laws and regulations, (ii) none of it, its subsidiaries, and their respective directors, officers, and, to the Customer's knowledge, employees, agents, and representatives, nor any financial institution used to pay Cvent under this Agreement, are a subject or target of any economic or financial sanctions or trade embargoes imposed, administered, or enforced from time to time by the United States Government (including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), U.S. Department of Commerce, or the U.S. Department of State), the United Nations, the European Union, or any other applicable governmental bodies or agencies ("Sanctions"), including but not limited to by being a person that is (A) listed on any Sanctions-related list issued by any Sanctions Authority, (B) operating, resident, or located in any country, region, or territory which is itself the subject or target of any comprehensive Sanctions (currently, the Crimea, so-called Donetsk People's Republic, and so-called Luhansk People's Republic regions of Ukraine, Cuba, Iran, North Korea, and Syria) ("Sanctioned Countries"), (C) owned or controlled by, or acting on behalf of, any such person or persons described in the forgoing clauses (A) or (B) (any person or entity described in this clause

(ii), "Sanctioned Persons"), (iii) it will not provide a Service to any Sanctioned Person or in or with any Sanctioned Country or otherwise engage in any activity in connection with the Services or this Agreement that would result in the violation of any Sanctions applicable to any party hereto, and (iv) it has implemented and maintains in effect policies and procedures reasonably designed to ensure compliance by the Customer, its subsidiaries, and their respective directors, officers, employees, agents, and representatives with Sanctions. Any breach of this Section is a material breach of this Agreement and Cvent may immediately terminate this Agreement for breach upon notice. Customer shall not be entitled to any refund or credit based on Fees paid hereunder prior to such termination.

13.3 **Waiver.** The delay or failure of a Party at any time to enforce a right or remedy available to it under this Agreement with respect to any breach or failure will not be construed as a waiver with respect to that breach or failure or any other breach or failure.

13.4 **Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

13.5 **Severability.** If any provision of this Agreement is held invalid or unenforceable by a court, this Agreement will be construed as if not containing the invalid or unenforceable provision, and the rights and obligations of Customer and Cvent shall be construed and enforced accordingly.

13.6 **Assignment.** Except for assignment to a Party's affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with such Party), or in the case of a merger, acquisition or sale of all or substantially all assets not involving a direct competitor of the other Party, neither Party may assign or otherwise transfer any right or obligation set forth under this Agreement without the other Party's prior written consent, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Cvent may subcontract the provision of Service in whole or in part to a Cvent affiliate. Any purported assignment or transfer in violation of this Section 13.6 is void.

13.7 **Relationship of the Parties.** Each Party is an independent contractor in the performance of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection with this Agreement.

13.8 **Governing Law.** This Agreement is governed by the laws of the Commonwealth of Virginia without giving effect to its conflict of law provisions. Any dispute must be litigated in the state or federal courts located in Fairfax County, Virginia to whose exclusive jurisdiction the Parties hereby consent. For purposes of establishing jurisdiction in Virginia under this Agreement, each Party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of the court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any suit, action or proceeding is brought in an inconvenient forum. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it. Each Party waives its right to a trial by jury for all matters or disputes arising from this Agreement.

13.9 **Entire Agreement; Counterparts.** This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior agreements on the same subject matter and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement may not be modified except by a writing signed by Cvent and Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document are hereby rejected and will have no force or effect. The language of this Agreement is English, and only the English-language version may be used to represent this Agreement's terms. This Agreement and any SOW may be signed in any number of counterparts all of which together will constitute one and the same document. A signed copy of this Agreement or any SOW transmitted via facsimile, email or other electronic means will constitute an originally signed Agreement or SOW, as applicable, and, when together with all other required signed copies of this same Agreement or SOW, as applicable, will constitute one and the same instrument.

13.10 **Use of Agents.** Cvent may designate an agent or subcontractor to perform certain tasks and functions under this Agreement. However, Cvent will remain responsible for performance of its duties under this Agreement.

13.11 **DMCA Takedown Notice.** To the best of Cvent's knowledge, all material published by Cvent on its web pages and other media properties, are done in full agreement with the original copyright owners. If Customer comes across a situation where Customer suspects that this may not be the case, in accordance with the Digital Millennium Copyright Act (DMCA), Customer shall contact Cvent as follows:

Cvent, Inc.
ATTN: General Counsel
1765 Greensboro Station Place, Suite 700
Tysons Corner, Virginia 22102
(703) 226 3500
legal@cvent.com

Pursuant to the DMCA, Customer's notice must include the following information:

- i. Identification of the copyrighted work Customer is claiming has been infringed.
- ii. Identification of the material Customer is claiming is infringing the copyrighted work and information reasonably sufficient to permit Cvent to locate the material. Please provide a link if possible.
- iii. Customer's address, telephone number, and email address.
- iv. A statement that Customer has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- v. A statement that the information Customer provided in the notification is accurate, and under penalty of perjury, that Customer is the copyright owner or that Customer is authorized to act on behalf of the copyright owner.
- vi. Customer's physical or electronic signature.

Cvent cannot take action regarding Customer's notice unless all of the required information is provided.

In accordance with the DMCA, Cvent reserves the right to terminate or disable, in appropriate circumstances and at Cvent's sole discretion, Customer's

account if Customer is determined to be a repeat infringer.

13.12 **Publicity.** Customer agrees that Cvent may identify Customer as a recipient of Services and use its logo in sales presentations, marketing materials and press releases provided that Cvent uses Customer's logo in accordance with Customer's logo guidelines.

13.13 **Notices.** Any notice required or permitted under this Agreement or required by law must be in writing and must be: (i) delivered in person; (ii) delivered by electronic mail to the address listed on the applicable Order Form; (iii) sent by first class registered mail, or air mail, as appropriate; or (iv) sent by an internationally recognized overnight air courier, in each case properly posted and fully prepaid to the contact person specified in the Order Form. Notices will be considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail, or one (1) day after delivery to an overnight air courier service, provided in each case that delivery in fact is affected. Either Party may change its contact person or address for notices by means of notice to the other Party given in accordance with this Section.

13.14 **Survival.** Sections 1, 3, 4, 8.2, 9, 10, 11, 12.3, 12.5, and 13 will survive termination of this Agreement.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) CVENT, INC.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 1765 GREENSBORO STATION PLACE, 7TH FLOOR	Requester's name and address (optional)
6 City, state, and ZIP code TYSONS CORNER, VA 22102		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
5	4	-	1	9	5	4	4	5	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Judith S. Bradley</i>	Date March 18, 2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ExpoPass App Criteria Evaluation

Mobile App Specs	Expopass Evaluation			
Mobile App Requirements to include the list below	Yes	No	Comments/Concessions	Notes
Mobile App with Web Version	x			
Option to disable ability for attendees to add themselves to paid events		x	When using the App Schedule, members have the ability to create their own schedule by "adding themselves" to an event. This would mean that a member could add themselves to a paid event and their QR code would scan as registered.	because ExpoPass cannot disable this feature, we would not be able to use the app
Option for App events to be password protected	x			
Rotating Banners for Sponsors or ads	x			
Schedule/sessions to be able to show by Day or Track	x			
Speaker section with bio description and document attachments	x			
Sponsor section with description and document attachments	x			
Exhibitor section with description and document attachments	x			
Maps for Meeting and Event Space	x			

ExpoPass App Criteria Evaluation

Capablity to insert/embed sponsor videos	x			
Push notifications	x			Push notifications are charged on a per notification, per attendee basis (you have to buy credits in advance to use push notifications)
Search function in App and Web version for sessions/schedule	x			
Activity Feed / Social Sharing	x			

ExpoPass Badge Printing Criteria Evaluation

On Site Badge Printing	ExpoPass Evaluation			
On Site Badge Printing Requirements to include the list below	Yes	No	Comments/Concessions	Notes
Ability to print name badges that will have names on the front and back of the badge		x		
Print QR code that allows session tracking	x			
Provide rental of on-site badge printing equipment, to include printers, tablets, local networking hardware to allow devices to communicate with each other	x			
Allow manual data uploads to event management software	x			

The Florida Bar

Thank you again for your consideration of Expo in regards to your event technology needs. We are thrilled at the opportunity to work with you again for your upcoming events.

At Expo, we make all kinds of events all kinds of easy with the Expo Pass event technology platform. Our technologies give organizers the tools to plan, track, and host any kind of event, for in-person, hybrid, and virtual.

Expo Pass Products

- Onsite Badge Printing and Check In
- Mobile Application
- Attendance Tracking

For your renewal Service Agreement we'd like to present you with the below options for your consideration, based on the feedback you provided in terms of number of events, potential number of attendees, and Expo Pass products to be used.

Agreement Date Range: 12/30/2024 - 12/29/2025
Expo Pass Products: Badge-Printing; Event App; Session Tracking

Traditional

	Retail	Discount	Net Price
Expo Pass Annual Fee	\$22,686.00	\$8,360.00	\$14,326.00
Expo Pass Attendee* Credits (included with Annual Fee)			3800
Additional cost per attendee (after the above credits are used)			\$3.99

Badge Printing Services

6 Events - Rental By Event

	Cost per Unit	# of Units	Net Price
Starter Kit** (2 iPads, 2 printers & 500 Badges)	\$4,995.00	6	\$29,970.00
Additional iPad Rate	\$199.00	12	\$2,388.00
Additional Printer Rate	\$299.00	0	\$0.00
Additional Badges: 4" x 6"	\$2.05	1500	\$3,075.00
		BP Cost:	\$35,433.00
		Total BP Discount:	\$12,401.55
		Total BP Cost:	\$23,031

Pre Paid Lead Retrieval

	Cost per Unit	# of Units	Net Price
50+ Exhibitors	\$125.00	0	\$0.00
25 - 49 Exhibitors	\$150.00	0	\$0.00
8 - 24 Exhibitors	\$195.00	0	\$0.00
7 or Less Exhibitors	\$250.00	0	\$0.00
		Lead Retrieval Cost	\$0.00

TOTAL UPFRONT ANNUAL FEE: \$37,357

Agreement Date Range: 12/30/2024 - 12/29/2027
Expo Pass Products: Badge-Printing; Event App; Session Tracking

Lease

	Retail	Discount	Net Price
Expo Pass Annual Fee	\$22,686.00	\$7,600.00	\$15,086
Expo Pass Attendee* Credits (included with Annual Fee)			3800
Additional cost per attendee (after the above credits are used)			\$2.99

Badge Printing Services

	Cost per Unit	# of Units	Net Price
Starter Kit** (2 iPads, 2 printers & 0 Badges)	\$9,995.00	1	\$9,995.00
Additional iPad Rate	\$995.00	2	\$1,990.00
Additional Printer Rate	\$1,195.00		\$0.00
Additional Routers	\$1,495.00		\$0.00
Badge Shells: 4" x 3"	\$0.74		\$0.00
Badge Shells: 4" x 6"	\$1.05	4,500	\$4,725.00
Additional Setup Calls beyond 2	\$495.00	0	\$0.00
		BP Cost:	\$16,710.00
		Total BP Cost:	\$16,710

TOTAL UPFRONT ANNUAL FEE: \$31,796

The content of this document is proprietary and confidential. It is not to be shared or distributed without the expressed written consent of Expo, Inc. The estimate provided herein is an approximation and is not guaranteed, and is subject to the customer's service agreement.

Zuddl App Criteria Evaluation

Mobile App Specs	Zuddle Evaluation			
Mobile App Requirements to include the list below	Yes	No	Comments/Concessions	Notes
Mobile App with Web Version	x			
Option to disable ability for attendees to add themselves to paid events			When using the App Schedule, members have the ability to create their own schedule by "adding themselves" to an event. This would mean that a member could add themselves to a paid event and their QR code would scan as registered.	Zuddl's response was that they would check with their solutions team to see if they could do this
Option for App events to be password protected	x			
Rotating Banners for Sponsors or ads		x		
Schedule/sessions to be able to show by Day or Track	x			
Speaker section with bio description and document attachments	x			
Sponsor section with description and document attachments	x			
Exhibitor section with description and document attachments	x			
Maps for Meeting and Event Space	x			

Zuddl App Criteria Evaluation

Capablity to insert/embed sponsor videos	x			
Push notifications	x			
Search function in App and Web version for sessions/schedule	x			
Activity Feed / Social Sharing	x			

Zuddl Badge Printing Criteria Evaluation

On Site Badge Printing	Zuddl Evaluation			
On Site Badge Printing Requirements to include the list below	Yes	No	Comments/Concessions	Notes
Ability to print name badges that will have names on the front and back of the badge		x		
Print QR code that allows session tracking	x			
Provide rental of on-site badge printing equipment, to include printers, tablets, local networking hardware to allow devices to communicate with each other	x			
Allow manual data uploads to event management software	x			

An aerial photograph of a lush green field with a winding sandy path. The text is overlaid on the image.

zuddl

Conference Platform

The Florida Bar

Joyn Experiences Inc
USA|| INDIA|| UAE
www.zuddl.com

Zuddl demo overview



This video content can't be
viewed offline

[VIEW ONLINE](#) →

Modules & Support

Conference Module

- Registration & Ticketing
 - Landing Page Builder
 - CSV registration upload
 - Embeddable Widgets - Agenda, Speaker & Sponsor

- Communication
 - Standard & Custom Emails
 - Email Builder
 - Automated Calendar Blocks
- Event Management
 - Schedule Builder
 - Audiences & Access Controls
 - Speaker Portal
- Check-In Mobile App (iOS & Android Compatible - Phone & Tablet)
 - Self Serve & Assisted Check-In
 - On-Spot Registrations
 - On-Demand Badge Printing
- Standard Whitelabelling
 - Sender Email Domain & Landing Page URL

Analytics & Integrations

- Reporting & Analytics
 - Registration & Attendee Insights
 - Content & Engagement
 - Sponsor (Conference Only)
 - Revenue Dashboards
- Native Integrations
 - Salesforce, Hubspot, Marketo, Pardot, Eloqua, Slack
- Custom Integrations
 - Available Upon Request
 - Applicable Costs Will Apply

Premium Support

General Account Services

- Dedicated Customer Success Team
- Quarterly Event Strategy Review
- 99.99% Uptime SLA
- Zuddl Knowledge Base
- 24/7 Platform Monitoring
- Response Times - 3 Hours
- Email & Slack Support
- Support Hours: US + UK Business Hours

Training & Onboarding

- 3 Onboarding Sessions
- 1 Integration Setup Session
- Office Hours Based On Availability

Enterprise Support (Add On)

General Account Services

- Dedicated Customer Success Team
- Quarterly Event Strategy Review
- 99.99% SLA
- Zuddl Knowledge Base
- 24/7 Platform Monitoring
- Response Times - 1 Hour
- Email & Slack Support
- Dedicated Slack Channel
- Support Hours: US + UK Business Hours

Training & Onboarding

- Unlimited Onboarding Sessions
- Solution Review Sessions
- Training Sessions (Up To 10 Hours)
- Integration Setup Sessions (2)
- Office Hours

Event Implementation: (1 Event)

- Event Project Plan
- Guided Event Setup
- Zuddl Assisted Dry Runs & Show-Running
- Post Event Insights Review

Live Event Support

- Our Support Team Will Be Available On Standby Realtime via Teams, Slack Or Email, 30 Minutes Before Your Event Throughout Your Event Duration

Pricing

**Valid until 10th December*

Conference Event Module



SUBTOTAL
\$37,500

Description

Quantity

Price

In - person conference module

1 License

\$25,000

- Unlimited events
- Up to 3500 attendees
- 5 organisers
- Premium support

Add-Ons



Branded Container Attendee Mobile App
(includes 1 event)

1



App

\$6,500



Attendee Mobile App (add events to your
branded container app)

4



Event

\$6,000

Org-Level - Add Ons



Description	Quantity	Price
<input type="checkbox"/> Enterprise Support Package	1 Unit	\$5,000

Total Discount

\$0

Total

\$37,500

Growth Volumes

**Below may be added to the license at the following prices at any time prior to exceeding the contracted limits.*

Conferences

Additional Attendees	In-Person Attendee Price
0-999	\$8
1,000-2,999	\$7
3,000-4,999	\$6
5,000-9,999	\$5
>10,000	\$4

Other Terms & Conditions

- **Taxes:** Taxes, as applicable, will be added to the total price of services purchased. If such taxes are not applicable at the start of the Initial Subscription Period but become applicable at a later date during the course of the Initial Subscription Period, Zuddl will begin adding such taxes once they start being owed to invoices for applicable billing periods.
- **Currency:** All currency amounts are in US Dollars.
- **Invoice:** An invoice for the full amount shall be raised upon execution of this Order Form.
- **Overages:**
 - Overage charges will only apply once 110% of allotted volume has been exceeded.
 - The following rates will be applied : Conference Module - \$15 Per Attendee
 - Additional volume can be purchased at a subsidized rate based on the "Growth Volume" chart in the Order Form prior to exceeding 110% of allotted volume.
- This Order Form will automatically renew for an additional one (1) year renewal period at the same volume and pricing unless a party provides the other at least sixty (60) days' prior written notice of its intention not to renew.

Switch Event Platforms for the Last Time

Zuddl's stakeholder-centric approach transforms B2B events into personalized, revenue-generating experiences.

Purpose-built modules scale with any B2B company's diverse event strategy, ensuring expectations are not just met but exceeded—from registration to engagement, driving meaningful outcomes and revenue growth.

Used by event teams from



Rated 4.8/5 on G2



EVENT MARKETING AND MANAGEMENT PLATFORM SOLUTIONS



CVENT'S EVENT-IN-A-BOX

- Your complete DIY event check in and badge printing solution when paired with Cvent's OnArrival Premium software.
- Simplify check in with the latest iPads and thermal printers set up with OnArrival software and ready to plug in and use.
- Order online in advance to secure your Event-In-A-Box and specify that dates of your event and delivery address. [Event-in-a Box order page.](#)

The Extra Large Event in a Box is ideal for events with a maximum of 750** attendees. This box supports only black, dynamic printing and includes the following:

- 6 iPads w/ Tabletop stands
- 3 Direct Thermal Desktop Printers
- 1 Pepwave MAX BR1 Pro 5G Router (US or Europe) / TP Link MR200 router (Australia or Singapore) including SIM card with 3GB cellular data credit
- Complimentary Direct Thermal, Non-Adhesive Badge Stock
- Dimensions of the Large EIB: 28"x 19"x 14.5" at 55 lbs & 28"x 19"x 14.5" at 47 lbs

XL EIB per event rental \$2,300

1x purchase price: \$12,440

The Large Event in a Box is ideal for events with a maximum of (500**) attendees. This box supports only black, dynamic printing and includes the following:

- 4 iPads w/ Tabletop stands
- 2 Direct Thermal Desktop Printers
- 1 Pepwave MAX BR1 Pro 5G Router (US or Europe) / TP Link MR200 router (Australia or Singapore) including SIM card with 3GB cellular data credit
- Complimentary Direct Thermal, Non-Adhesive Badge Stock
- Dimensions of the Large EIB: 28" x 19" x 14.5" at 55 lbs

Large EIB per event rental \$1,500

1x purchase price \$7,740

The Regular Event in a Box is ideal for events with a maximum of (250**) attendees. This box supports only black, dynamic printing and includes the following:

- 2 iPads w/ Tabletop stands
- 2 Direct Thermal Desktop Printers
- 1 Pepwave MAX BR1 Pro 5G Router (US or Europe) / TP Link MR200 router (Australia or Singapore) including SIM card with 3GB cellular data credit
- Complimentary Direct Thermal, Non-Adhesive Badge Stock
- Dimensions of the Regular EIB: 28"x 19"x 14.5" at 51 lbs

Regular EIB per event rental \$1,200

1x purchase price \$4,700

RPPTL 2024-2025
Executive Council Meeting Schedule
John Moran's Year

Limit 1 reservation per registrant, additional rooms will be approved upon special request.

NOTE- Committee meetings may be conducted virtually via Zoom prior to the Executive Council meeting weekend. Both virtual attendance and voting will be permitted at the Executive Council meeting.

Date	Location
May 28 – June 1, 2025	Executive Council Meeting & Annual Convention Four Seasons Orlando Orlando, Florida Room Rate (Run of house): \$399

RPPTL 2025-2026
Executive Council Meeting Schedule
Cary Wright's Year

Limit 1 reservation per registrant, additional rooms will be approved upon special request.

NOTE- Committee meetings may be conducted virtually via Zoom prior to the Executive Council meeting weekend. Both virtual attendance and voting will be permitted at the Executive Council meeting.

Date	Location
August 20 – August 23, 2025	Executive Council Meeting & Legislative Update The Breakers Palm Beach, Florida Room Rate (Deluxe Room – King): \$312 Premium Room Rate: \$387
December 4 – December 08, 2025	Executive Council Meeting Four Seasons Orlando Orlando, Florida Room Rate (Run of house): \$409
January 28 – January 31, 2026	Executive Council Meeting Sunseeker Resort Charlotte Harbor, Florida Room Rate (Coastal View): \$339
April 19 – 24, 2026	Executive Council Meeting Out of State Budapest River Cruise
May 27 – May 30, 2026	Executive Council Meeting & Annual Convention Ponte Vedra Inn and Club Ponte Vedra, Florida Room Rate (Run of house): \$399

RPPTL 2026-2027
Executive Council Meeting Schedule
Jon Scuderi's Year

Limit 1 reservation per registrant, additional rooms will be approved upon special request.

NOTE- Committee meetings may be conducted virtually via Zoom prior to the Executive Council meeting weekend. Both virtual attendance and voting will be permitted at the Executive Council meeting.

Date	Location
July 8, 2026 – July 12, 2026	Executive Council Meeting Alyeska Resort Girdwood, Alaska Room Rate - \$449 (Signature Room)
August 19, 2026 – August 22, 2026	Executive Council Meeting and Legislative and Case Law Update The Breakers Palm Beach, Florida Room Rate - \$330 (Deluxe Room)
November 11, 2026 – November 14, 2026	Executive Council Meeting JW Marriott Marco Island Marco Island, Florida Room Rate - \$377 (Standard Room)
Spring - TBD	Executive Council Meeting
June 2, 2027 – June 5, 2027	Executive Council Meeting & Annual Convention JW Marriott Bonnet Creek Resort & Spa Orlando, Florida Room Rate - \$299 (Standard Room)

THE FLORIDA BAR
Real Property Probate and Trust Law Section Rollup
For the Six Months Ending December 31, 2024

	December	YTD 2025	YTD 24-25 Budget	YTD/YTD Variance (\$)	FY 24-25 Budget	YTD 2024	YTD/Prior YTD Variance (\$)	FYE Actual 2024
3001-Annual Fees	960	677,280	330,000	347,280	660,000	671,880	5,400	678,610
3002-Affiliate Fees	-	11,520	3,750	7,770	7,500	11,900	(380)	12,260
Total Fee Revenue	960	688,800	333,750	355,050	667,500	683,780	5,020	690,870
3301-Registration-Live	2,270	639,939	270,000	369,939	717,500	549,499	90,440	838,939
3331-Registration-Ticket	-	17,410	6,000	11,410	13,000	8,930	8,480	15,420
Total Registration Revenue	2,270	657,349	276,000	381,349	730,500	558,429	98,920	854,359
3341-Exhibit Fees	-	86,500	70,000	16,500	287,500	118,500	(32,000)	140,100
3351-Sponsorships	110,500	614,450	296,000	318,450	554,000	512,600	101,850	747,750
3391 Section Profit Split	14,201	296,346	160,000	136,346	450,000	362,438	(66,092)	588,980
3392-Section Differential	1,080	6,540	7,500	(960)	15,000	10,560	(4,020)	20,340
Other Event Revenue	125,781	1,003,836	533,500	470,336	1,306,500	1,004,098	(262)	1,497,170
3401-Sales-CD/DVD	-	10,790	23,000	(12,210)	35,000	27,670	(16,880)	44,240
Sales, Rents & Royalties Revenue	-	10,790	23,000	(12,210)	35,000	27,670	(16,880)	44,240
3561-Advertising	-	480	9,000	(8,520)	18,000	-	480	-
Other Revenue Sources	-	480	9,000	(8,520)	18,000	-	480	-
3901-Eliminated InterFund Revenue	-	60	-	60	-	-	60	-
Other Revenue Sources	-	60	-	60	-	-	60	-
Total Revenue	129,011	2,361,315	1,175,250	1,186,065	2,757,500	2,273,977	87,338	3,086,639
4131-Telephone Expense	81	405	-	405	-	-	405	286
4133-Internet Service	-	-	-	-	-	823	(823)	823
4134-Web Services	4,160	19,947	37,500	(17,553)	75,000	17,811	2,136	35,735
4311-Office Supplies	557	3,691	2,400	1,291	5,000	2,450	1,241	4,577
Total Staff & Office Expense	4,798	24,043	39,900	(15,857)	80,000	21,084	2,959	41,420
5031-AV Services	2,061	13,150	45,000	(31,850)	95,000	-	13,150	3,162
5051-Credit Card Fees	3,105	17,267	48,000	(30,733)	48,000	10,782	6,486	39,606
5101-Consultants	-	71,003	60,000	11,003	120,000	40,400	30,603	111,841
5121-Printing-Outside	-	21,098	69,500	(48,402)	133,500	23,775	(2,677)	73,613
5181-Speaker Honorarium	-	-	-	-	5,000	-	-	-
5199-Other Contract Services	-	-	13,000	(13,000)	25,000	20,952	(20,952)	28,664
Total Contract Services	5,166	122,518	235,500	(112,982)	426,500	95,908	26,610	256,886
5501-Employee Travel	3,191	18,826	23,230	(4,404)	44,136	18,766	59	42,665
5531-Board/Off/Memb Travel	1,228	7,865	3,290	4,575	3,290	-	7,865	6,586
5571-Speaker Travel	-	6,834	7,674	(840)	11,374	12,211	(5,377)	23,560
5581-Consultant Travel	-	-	2,990	(2,990)	2,990	-	-	3,200
Total Travel	4,419	33,525	37,184	(3,659)	61,790	30,977	2,548	76,011
6001-Post 1st Class/Bulk	379	13,157	41,900	(28,743)	41,900	2,197	10,960	31,759
6021-Post Express Mail	-	-	250	(250)	250	-	-	34
6311-Mtgs General Meeting	124,095	619,676	640,000	(20,324)	850,000	436,333	183,343	676,832
6319-Mtgs Other Functions	-	5,299	32,000	(26,701)	42,000	6,489	(1,190)	53,188
6321-Mtgs Meals	-	120,087	109,000	11,087	425,000	114,174	5,913	412,114
6325-Mtgs Hospitality	(57,552)	162,237	151,500	10,737	224,500	119,242	42,995	219,831
6341-Mtgs Equip Rental	5,525	41,354	37,000	4,354	63,000	30,182	11,172	88,679
6361-Mtgs Entertainment	-	242	-	242	40,000	3,357	(3,115)	17,925
6399-Mtgs Other	-	-	-	-	5,000	2,829	(2,829)	48,139
6401-Speaker Expense	930	3,919	500	3,419	3,000	-	3,919	-
6451-Committee Expense	42,626	121,647	50,000	71,647	100,000	72,681	48,966	141,060
6531-Brd/Off Special Project	-	-	400	(400)	1,200	-	-	290
6599-Brd/Off Other	5,299	7,902	8,000	(98)	15,000	3,760	4,142	10,462
7001-Grant/Award/Donation	-	3,063	-	3,063	8,000	3,844	(781)	6,092
7003-Div Int Grants	-	-	6,000	(6,000)	12,000	4,500	(4,500)	5,750

7004-Law School Prog.	891	1,863	4,900	(3,037)	5,500	552	1,311	1,612
7005-RPPPTL Gen - Charitable Donations	-	150	-	150	-	-	150	-
7006-Professional Outreach	-	-	1,500	(1,500)	3,000	-	-	-
7011-Scholarship/Fellowship	1,112	14,533	15,000	(467)	27,000	9,435	5,098	18,815
7999-Other Operating Exp	292	5,363	6,300	(937)	11,500	2,077	3,286	7,313
Total Other Expense	123,596	1,120,493	1,104,250	16,243	1,877,850	811,652	308,841	1,739,894
8011-Administration CLE	-	16,950	17,000	(50)	41,250	16,650	300	39,250
8021-Section Admin Fee	360	258,458	-	258,458	251,730	247,689	10,769	250,473
8101-Printing In-House	-	1,477	3,700	(2,223)	3,700	2,409	(932)	3,739
8131-A/V Services	-	5,810	6,000	(190)	6,000	5,986	(176)	11,601
8141-Journal/News Service	-	425	1,500	(1,075)	1,500	425	-	850
8171-Course Approval Fee	55	55	300	(245)	450	-	55	450
8901-Eliminated IntEnt Exp	-	1,000	1,200	(200)	5,000	1,500	(500)	1,500
Total Admin & Internal Expense	415	284,175	29,700	254,475	309,630	274,659	9,515	307,863
9692-Transfer Out-Council of Sections	-	-	500	(500)	500	500	(500)	500
Total InterFund Transfers Out	-	-	500	(500)	500	500	(500)	500
Total Expense	138,394	1,584,754	1,447,034	137,720	2,756,270	1,234,781	349,973	2,422,574
Operating Income	(9,383)	776,561	(271,784)	1,048,345	1,230	1,039,196	(262,634)	664,065
3899-Investment Income (loss)	(82,022)	143,329	69,108	74,221	69,108	138,977	4,352	278,582
Total Nonoperating Revenue (Expenses)	(82,022)	143,329	69,108	74,221	69,108	138,977	4,352	278,582
Change in Net Position	(91,404)	919,890	(202,676)	1,122,566	70,338	1,178,173	(258,283)	942,647
Net Position								
2001-Beginning of the year, restated (Fund Balance)	-	4,046,362				3,103,715		3,103,715
End of the Year (Current Month)	-	4,966,252				4,281,888		4,046,362

THE FLORIDA BAR
Real Property, Probate and Trust Law General
For the Six Months Ending December 31, 2024

	December	YTD 2025	YTD 24-25 Budget	YTD/YTD Variance (\$)	FY 24-25 Budget	YTD 2024	YTD/Prior Variance (\$)	FYE Actual 2024
3001-Annual Fees	960	677,280	330,000	347,280	660,000	671,880	5,400	678,610
3002-Affiliate Fees	-	11,520	3,750	7,770	7,500	11,900	(380)	12,260
Total Fee Revenue	960	688,800	333,750	355,050	667,500	683,780	5,020	690,870
3301-Registration-Live	3,145	365,314	150,000	215,314	250,000	279,478	85,836	308,043
Total Registration Revenue	3,145	365,314	150,000	215,314	250,000	279,478	85,836	308,043
3351-Sponsorships	-	321,500	210,000	111,500	305,000	319,250	2,250	325,150
3391 Section Profit Split	14,201	296,346	160,000	136,346	450,000	362,438	(66,092)	588,980
3392-Section Differential	1,080	6,540	7,500	(960)	15,000	10,560	(4,020)	20,340
Other Event Revenue	15,281	624,386	377,500	246,886	770,000	692,248	(67,862)	934,470
3561-Advertising	-	480	9,000	(8,520)	18,000	-	480	-
Other Revenue Sources	-	480	9,000	(8,520)	18,000	-	480	-
3901-Eliminated InterFund Revenue	-	60	-	60	-	-	60	-
Other Revenue Sources	-	60	-	60	-	-	60	-
Total Revenue	19,386	1,679,040	870,250	808,790	1,705,500	1,655,506	23,534	1,933,383
4131-Telephone Expense	81	405	-	405	-	-	405	286
4133-Internet Service	-	-	-	-	-	823	(823)	823
4134-Web Services	4,160	19,947	37,500	(17,553)	75,000	17,811	2,136	35,735
4311-Office Supplies	557	3,691	2,400	1,291	5,000	2,450	1,241	4,577
Total Staff & Office Expense	4,798	24,043	39,900	(15,857)	80,000	21,084	2,959	41,420
5031-AV Services	2,061	13,150	45,000	(31,850)	75,000	-	13,150	3,162
5051-Credit Card Fees	204	9,597	18,500	(8,903)	18,500	6,284	3,313	16,365
5101-Consultants	-	71,003	60,000	11,003	120,000	40,400	30,603	111,841
5121-Printing-Outside	-	21,098	64,000	(42,902)	128,000	23,775	(2,677)	73,613
5199-Other Contract Services	-	-	13,000	(13,000)	25,000	20,952	(20,952)	28,664
Total Contract Services	2,265	114,848	200,500	(85,652)	366,500	91,411	23,437	233,645
5501-Employee Travel	3,191	14,956	17,394	(2,438)	30,828	15,055	(99)	30,589
5531-Board/Off/Memb Travel	1,228	7,865	3,290	4,575	3,290	-	7,865	6,586
5581-Consultant Travel	-	-	2,990	(2,990)	2,990	-	-	3,200
Total Travel	4,419	22,821	23,674	(853)	37,108	15,055	7,766	40,375
6001-Post 1st Class/Bulk	252	12,600	40,000	(27,400)	40,000	760	11,840	29,478
6311-Mtgs General Meeting	124,095	619,676	640,000	(20,324)	850,000	436,333	183,343	673,919
6325-Mtgs Hospitality	(57,552)	20,504	30,000	(9,496)	40,000	22,600	(2,096)	36,911
6399-Mtgs Other	-	-	-	-	5,000	2,829	(2,829)	47,139
6401-Speaker Expense	930	930	500	430	3,000	-	930	-
6451-Committee Expense	42,626	121,647	50,000	71,647	100,000	72,681	48,966	141,060
6531-Brd/Off Special Project	-	-	400	(400)	1,200	-	-	290
6599-Brd/Off Other	5,299	7,902	8,000	(98)	15,000	3,760	4,142	10,462
7001-Grant/Award/Donation	-	3,063	-	3,063	8,000	442	2,621	2,690
7003-Div Int Grants	-	-	6,000	(6,000)	12,000	4,500	(4,500)	5,750
7004-Law School Prog.	891	1,863	4,900	(3,037)	5,500	552	1,311	1,612
7005-RPPPTL Gen - Charitable Donations	-	150	-	150	-	-	150	-
7006-Professional Outreach	-	-	1,500	(1,500)	3,000	-	-	-
7011-Scholarship/Fellowship	1,112	14,533	15,000	(467)	27,000	9,435	5,098	18,815
7999-Other Operating Exp	292	542	2,600	(2,058)	5,000	-	542	1,888
Total Other Expense	117,945	803,411	798,900	4,511	1,114,700	553,892	249,518	970,015

8021-Section Admin Fee	360	258,458	-	258,458	251,730	247,689	10,769	250,473
8101-Printing In-House	-	526	2,000	(1,474)	2,000	761	(235)	1,324
8901-Eliminated IntEnt Exp	-	1,000	1,200	(200)	5,000	1,500	(500)	1,500
Total Admin & Internal Expense	360	259,983	3,200	256,783	258,730	249,950	10,034	253,297
9692-Transfer Out-Council of Sections	-	-	500	(500)	500	500	(500)	500
Total InterFund Transfers Out	-	-	500	(500)	500	500	(500)	500
Total Expense	129,786	1,225,106	1,066,674	158,432	1,857,538	931,892	293,214	1,539,251
Operating Income	(110,400)	453,934	(196,424)	650,358	(152,038)	723,614	(269,680)	394,132
3899-Investment Income (loss)	(82,022)	143,329	69,108	74,221	69,108	138,977	4,352	278,582
Total Nonoperating Revenue (Expenses)	(82,022)	143,329	69,108	74,221	69,108	138,977	4,352	278,582
Change in Net Position	(192,422)	597,263	(127,316)	724,579	(82,930)	862,591	(265,328)	672,713

THE FLORIDA BAR
Real Property Trust Attorney Bankers Conference
For the Six Months Ending December 31, 2024

	December	YTD 2025	YTD 24-25 Budget	YTD/YTD Variance (\$)	FY 24-25 Budget	YTD 2024	YTD/Prior Variance (\$)	FYE Actual 2024
3301-Registration-Live	-	-	-	-	12,500	-	-	14,480
Total Registration Revenue	-	-	-	-	12,500	-	-	14,480
3341-Exhibit Fees	-	-	-	-	1,500	-	-	-
3351-Sponsorships	-	-	-	-	13,000	1,500	(1,500)	12,500
Other Event Revenue	-	-	-	-	14,500	1,500	(1,500)	12,500
Total Revenue	-	-	-	-	27,000	1,500	(1,500)	26,980
5051-Credit Card Fees	-	-	-	-	-	38	(38)	565
Total Contract Services	-	-	-	-	-	38	(38)	565
5501-Employee Travel	-	-	-	-	1,124	-	-	933
5571-Speaker Travel	-	-	-	-	1,648	-	-	-
Total Travel	-	-	-	-	2,772	-	-	933
6321-Mtgs Meals	-	-	-	-	6,000	-	-	9,848
6325-Mtgs Hospitality	-	-	-	-	5,000	-	-	4,511
6341-Mtgs Equip Rental	-	-	-	-	1,000	-	-	-
7999-Other Operating Exp	-	-	-	-	300	-	-	70
Total Other Expense	-	-	-	-	12,300	-	-	14,429
8011-Administration CLE	-	-	-	-	8,250	-	-	7,200
8101-Printing In-House	-	-	200	(200)	200	-	-	45
8141-Journal/News Service	-	-	-	-	-	-	-	425
8171-Course Approval Fee	-	-	-	-	150	-	-	-
Total Admin & Internal Expense	-	-	200	(200)	8,600	-	-	7,671
Total Expense	-	-	200	(200)	23,672	38	(38)	23,598
Operating Income	-	-	(200)	200	3,328	1,462	(1,462)	3,382

THE FLORIDA BAR
Real Property Trust Officer Liaison Conference
For the Six Months Ending December 31, 2024

	December	YTD 2025	YTD 24-25 Budget	YTD/YTD Variance (\$)	FY 24-25 Budget	YTD 2024	YTD/Prior Variance (\$)	FYE Actual 2024
3301-Registration-Live	(2,960)	258,995	120,000	138,995	240,000	270,950	(11,955)	270,950
3331-Registration-Ticket	-	17,410	6,000	11,410	10,000	8,930	8,480	8,930
Total Registration Revenue	(2,960)	276,405	126,000	150,405	250,000	279,880	(3,475)	279,880
3341-Exhibit Fees	-	60,500	40,000	20,500	80,000	81,000	(20,500)	81,000
3351-Sponsorships	-	128,950	40,000	88,950	100,000	108,900	20,050	103,900
Other Event Revenue	-	189,450	80,000	109,450	180,000	189,900	(450)	184,900
3401-Sales-CD/DVD	-	8,450	5,000	3,450	5,000	5,970	2,480	9,280
Sales, Rents & Royalties Revenue	-	8,450	5,000	3,450	5,000	5,970	2,480	9,280
Total Revenue	(2,960)	474,305	211,000	263,305	435,000	475,750	(1,445)	474,060
5051-Credit Card Fees	25	3,362	15,000	(11,638)	15,000	2,242	1,120	10,485
5121-Printing-Outside	-	-	2,500	(2,500)	2,500	-	-	-
Total Contract Services	25	3,362	17,500	(14,138)	17,500	2,242	1,120	10,485
5501-Employee Travel	-	3,870	2,836	1,034	2,836	3,711	159	3,711
5571-Speaker Travel	-	3,848	1,674	2,174	1,674	7,514	(3,666)	7,514
Total Travel	-	7,718	4,510	3,208	4,510	11,226	(3,508)	11,226
6001-Post 1st Class/Bulk	53	185	350	(165)	350	1,093	(908)	1,167
6021-Post Express Mail	-	-	150	(150)	150	-	-	-
6319-Mtgs Other Functions	-	5,299	10,000	(4,701)	10,000	6,489	(1,190)	6,489
6321-Mtgs Meals	-	105,268	85,000	20,268	85,000	90,130	15,138	90,130
6325-Mtgs Hospitality	-	111,813	90,000	21,813	90,000	96,053	15,760	96,053
6341-Mtgs Equip Rental	-	24,942	25,000	(58)	25,000	19,201	5,741	19,201
6399-Mtgs Other	-	-	-	-	-	-	-	1,000
6401-Speaker Expense	-	2,989	-	2,989	-	-	2,989	-
7999-Other Operating Exp	-	4,138	3,200	938	3,200	1,470	2,668	1,470
Total Other Expense	53	254,634	213,700	40,934	213,700	214,437	40,197	215,510
8011-Administration CLE	-	15,950	16,000	(50)	16,000	15,950	-	15,950
8101-Printing In-House	-	951	750	201	750	1,338	(386)	1,338
8131-A/V Services	-	5,530	5,300	230	5,300	5,846	(316)	5,881
8141-Journal/News Service	-	425	1,000	(575)	1,000	425	-	425
8171-Course Approval Fee	-	-	150	(150)	150	-	-	150
Total Admin & Internal Expense	-	22,857	23,200	(343)	23,200	23,559	(702)	23,744
Total Expense	77	288,571	258,910	29,661	258,910	251,463	37,108	260,965
Operating Income	(3,037)	185,734	(47,910)	233,644	176,090	224,287	(38,553)	213,095

THE FLORIDA BAR
Real Property Legislative Update
For the Six Months Ending December 31, 2024

	December	YTD 2025	YTD 24-25 Budget	YTD/YTD Variance (\$)	FY 24-25 Budget	YTD 2024	YTD/Prior Variance (\$)	FYE Actual 2024
3341-Exhibit Fees	-	29,000	30,000	(1,000)	30,000	37,500	(8,500)	37,500
3351-Sponsorships	-	12,000	6,000	6,000	6,000	6,000	6,000	6,000
Other Event Revenue	-	41,000	36,000	5,000	36,000	43,500	(2,500)	43,500
3401-Sales-CD/DVD	-	-	-	-	-	1,800	(1,800)	1,800
Sales, Rents & Royalties Revenue	-	-	-	-	-	1,800	(1,800)	1,800
Total Revenue	-	41,000	36,000	5,000	36,000	45,300	(4,300)	45,300
5051-Credit Card Fees	-	-	1,500	(1,500)	1,500	40	(40)	715
5121-Printing-Outside	-	-	3,000	(3,000)	3,000	-	-	-
Total Contract Services	-	-	4,500	(4,500)	4,500	40	(40)	715
5501-Employee Travel	-	-	3,000	(3,000)	3,000	-	-	-
5571-Speaker Travel	-	1,482	6,000	(4,518)	6,000	4,697	(3,214)	4,697
Total Travel	-	1,482	9,000	(7,518)	9,000	4,697	(3,214)	4,697
6001-Post 1st Class/Bulk	-	-	550	(550)	550	69	(69)	69
6021-Post Express Mail	-	-	100	(100)	100	-	-	-
6321-Mtgs Meals	-	14,820	24,000	(9,180)	24,000	24,045	(9,225)	24,045
6325-Mtgs Hospitality	-	29,920	1,500	28,420	1,500	588	29,331	588
6341-Mtgs Equip Rental	-	10,888	12,000	(1,112)	12,000	10,691	196	10,691
7001-Grant/Award/Donation	-	-	-	-	-	3,402	(3,402)	3,402
7999-Other Operating Exp	-	683	500	183	500	607	76	607
Total Other Expense	-	56,310	38,650	17,660	38,650	39,402	16,908	39,402
8011-Administration CLE	-	1,000	1,000	-	1,000	700	300	700
8101-Printing In-House	-	-	750	(750)	750	311	(311)	311
8131-A/V Services	-	70	200	(130)	200	-	70	-
8171-Course Approval Fee	-	-	-	-	-	-	-	150
Total Admin & Internal Expense	-	1,070	1,950	(880)	1,950	1,011	59	1,161
Total Expense	-	58,862	54,100	4,762	54,100	45,149	13,714	45,974
Operating Income	-	(17,862)	(18,100)	238	(18,100)	151	(18,014)	(674)

THE FLORIDA BAR
Real Property Construction Law Institute
For the Six Months Ending December 31, 2024

	December	YTD 2025	YTD 24-25 Budget	YTD/YTD Variance (\$)	FY 24-25 Budget	YTD 2024	YTD/Prior Variance (\$)	FYE Actual 2024
3301-Registration-Live	2,085	15,630	-	15,630	140,000	-	15,630	160,855
3331-Registration-Ticket	-	-	-	-	3,000	-	-	6,490
Total Registration Revenue	2,085	15,630	-	15,630	143,000	-	15,630	167,345
3341-Exhibit Fees	-	-	-	-	140,000	-	-	-
3351-Sponsorships	110,500	152,000	40,000	112,000	100,000	76,950	75,050	267,950
Other Event Revenue	110,500	152,000	40,000	112,000	240,000	76,950	75,050	267,950
3401-Sales-CD/DVD	-	2,340	18,000	(15,660)	30,000	19,900	(17,560)	33,160
Sales, Rents & Royalties Revenue	-	2,340	18,000	(15,660)	30,000	19,900	(17,560)	33,160
Total Revenue	112,585	169,970	58,000	111,970	413,000	96,850	73,120	468,455
5051-Credit Card Fees	2,876	4,374	10,500	(6,126)	10,500	2,188	2,187	10,349
5181-Speaker Honorarium	-	-	-	-	5,000	-	-	-
Total Contract Services	2,876	4,374	10,500	(6,126)	15,500	2,188	2,187	10,349
5501-Employee Travel	-	-	-	-	2,128	-	-	5,663
5571-Speaker Travel	-	1,503	-	1,503	2,052	-	1,503	11,349
Total Travel	-	1,503	-	1,503	4,180	-	1,503	17,012
6001-Post 1st Class/Bulk	74	371	1,000	(629)	1,000	275	97	1,045
6021-Post Express Mail	-	-	-	-	-	-	-	34
6319-Mtgs Other Functions	-	-	22,000	(22,000)	32,000	-	-	46,699
6321-Mtgs Meals	-	-	-	-	100,000	-	-	82,723
6325-Mtgs Hospitality	-	-	30,000	(30,000)	88,000	-	-	81,406
6341-Mtgs Equip Rental	-	-	-	-	25,000	-	-	54,258
7999-Other Operating Exp	-	-	-	-	2,500	-	-	3,278
Total Other Expense	74	371	53,000	(52,629)	248,500	275	97	269,443
8011-Administration CLE	-	-	-	-	16,000	-	-	15,400
8101-Printing In-House	-	-	-	-	-	-	-	719
8131-A/V Services	-	210	500	(290)	500	140	70	5,720
8141-Journal/News Service	-	-	500	(500)	500	-	-	-
8171-Course Approval Fee	55	55	150	(95)	150	-	55	150
Total Admin & Internal Expense	55	265	1,150	(885)	17,150	140	125	21,989
Total Expense	3,005	6,514	64,650	(58,136)	285,330	2,602	3,912	318,793
Operating Income	109,580	163,456	(6,650)	170,106	127,670	94,248	69,208	149,662

THE FLORIDA BAR
Real Property Convention
For the Six Months Ending December 31, 2024

	December	YTD 2025	YTD 24-25 Budget	YTD/YTD Variance (\$)	FY 24-25 Budget	YTD 2024	YTD/Prior Variance (\$)	FYE Actual 2024
3301-Registration-Live	-	-	-	-	75,000	(929)	929	84,611
Total Registration Revenue	-	-	-	-	75,000	(929)	929	84,611
3341-Exhibit Fees	-	(3,000)	-	(3,000)	36,000	-	(3,000)	21,600
3351-Sponsorships	-	-	-	-	30,000	-	-	32,250
Other Event Revenue	-	(3,000)	-	(3,000)	66,000	-	(3,000)	53,850
Total Revenue	-	(3,000)	-	(3,000)	141,000	(929)	(2,071)	138,461
5031-AV Services	-	-	-	-	20,000	-	-	-
5051-Credit Card Fees	-	(66)	2,500	(2,566)	2,500	(9)	(57)	1,126
Total Contract Services	-	(66)	2,500	(2,566)	22,500	(9)	(57)	1,126
5501-Employee Travel	-	-	-	-	4,220	-	-	1,769
Total Travel	-	-	-	-	4,220	-	-	1,769
6311-Mtgs General Meeting	-	-	-	-	-	-	-	2,913
6321-Mtgs Meals	-	-	-	-	210,000	-	-	205,369
6325-Mtgs Hospitality	-	-	-	-	-	-	-	361
6341-Mtgs Equip Rental	5,525	5,525	-	5,525	-	290	5,235	4,529
6361-Mtgs Entertainment	-	242	-	242	40,000	3,357	(3,115)	17,925
Total Other Expense	5,525	5,767	-	5,767	250,000	3,647	2,120	231,096
8101-Printing In-House	-	-	-	-	-	-	-	2
Total Admin & Internal Expense	-	-	-	-	-	-	-	2
Total Expense	5,525	5,701	2,500	3,201	276,720	3,637	2,063	233,993
Operating Income	(5,525)	(8,701)	(2,500)	(6,201)	(135,720)	(4,566)	(4,134)	(95,532)

CLE Calendar (as of 1/28/25)

Date of Presentation	Crs. #	Title	Location
2/21/25 – 2/22/25	8740	Wills, Trusts and Estates Certification Review Course	Hyatt Airport Marriott, Orlando
2/21/25 – 2/22/25	8741	Real Estate Certification Review Course	Hyatt Airport Marriott, Orlando
3/5/25 – 3/9/25	8742	Construction Law Institute	JW Marriott Grande Lakes, Orlando
3/5/25 – 3/9/25	8743	Advanced Construction Law Certification Review	JW Marriott Grande Lakes, Orlando
3/14/25	TBD	Real Estate Certification Review Academy	Webcast
4/3/25	8925	Death, Taxes, and Asset Protection Planning: Because 'Hide It Under Your Mattress' Isn't a Legal Strategy	Webcast
4/3/25	8782	Distressed Assets	Webcast
4/8/25	8923	FR/BAR Contract Part I	Webcast
4/11/25	8745	Litigation and Trust Law Symposium	Stetson Law, Tampa
4/22/25	8924	FR/BAR Contract Part II	Webcast
4/25/25	8744	Annual Guardianship CLE	Orlando
5/8/25	TBD	SLAPP Suits	Webcast



The Florida Bar

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Tallahassee, FL 32399-2300

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REAL PROPERTY, PROBATE AND TRUST LAW SECTION LEGISLATIVE OR POLITICAL ACTIVITY REQUEST FORM

- This form is for Section Committees to seek approval for Section legislative or political activities.
- Legislative or political activity is defined in the Standing Board Policies of The Florida Bar (SBP 9.11) as “activity by The Florida Bar or a bar group including, but not limited to, filing a comment in a federal administrative law case, taking a position on an action by an elected or appointed governmental official, appearing before a government entity, submitting comments to a regulatory entity on a regulatory matter, or any type of public commentary on an issue of significant public interest or debate.”
- Requests for legislative and political activity must be made on this form and submitted to the RPPTL Legislation Committee, with your Committee’s white paper.
- Pursuant to SBP 9.50(d), the Section must advise The Florida Bar of proposed legislative or political activity AND circulate the proposal to all Bar divisions, sections and committees that might be interested in the issue.
 - Committees must check with other interested Bar divisions, sections and committees to see if there are comments or issues.
 - If comments have been received from another interested group, the comments must be included.
 - If comments have not yet been received, the proposal may still be submitted to the Legislation Committee, with a list of the interested groups that have been notified and the dates and methods of notification.
 - If a decision needs to be expedited, the proposal must explain the need for an expedited decision and request a specific deadline for a decision by the Bar.
- The Legislation Committee will review the proposal.
 - The proposal will then need to be presented at the Division Round Table.
 - Then, published as an Information Item to the Executive Council.
 - Then, published as an Action Item to the Executive Council.

651 East Jefferson Street • Tallahassee, FL 32399-2300 • FAX: (850) 561-9405

General Information

Submitted by: (name of Section Committee) RPPTL Homestead Issues Study Committee

Contact: (Name of Committee Chair(s), address and phone number) Jeffrey Baskies – 561-910-5700 – 3020 N. Military Trail, st 100, Boca Raton, FL 33431

(Name of Sub-committee Chair, if any, address and phone number, if any) Charlie Nash - (321) 984-2440 - 440 S. Babcock St. Melbourne, FL 32901

Proposed Advocacy

Complete #1 below if the issue is legislative OR #2 if the issue is political; AND #3 must be completed.

1. Proposed Wording of Legislative Position for Official Publication

The proposed wording of the legislative position is to insert the highlighted text in FS Section 196.041 *196.041 Extent of homestead exemptions.*—

(1) Vendees in possession of real estate under bona fide contracts to purchase when such instruments, under which they claim title, are recorded in the office of the clerk of the circuit court where said properties lie, and who reside thereon in good faith and make the same their permanent residence; persons residing on real estate by virtue of dower or other estates therein limited in time by deed, will, jointure, or settlement; and lessees owning the leasehold interest in a bona fide lease having an original term of 98 years or more in a residential parcel or in a condominium parcel as defined in chapter 718, even if such leasehold interest terminates upon the death of the lessees, or persons holding leases of 50 years or more, existing prior to June 19, 1973, for the purpose of homestead exemptions from ad valorem taxes and no other purpose, shall be deemed to have legal or beneficial and equitable title to said property. In addition, a tenant-stockholder or member of a cooperative apartment corporation who is entitled solely by reason of ownership of stock or membership in the corporation to occupy for dwelling purposes an apartment in a building owned by the corporation, for the purpose of homestead exemption from ad valorem taxes and for no other purpose, is deemed to have beneficial title in equity to said apartment and a proportionate share of the land on which the building is situated.

(2) A person who otherwise qualifies by the required residence for the homestead tax exemption provided in s. 196.031 shall be entitled to such exemption where the person's possessory right in such real property is based upon an instrument granting to him or her a beneficial interest for life, such interest being hereby declared to be "equitable title to real estate," as that term is employed in s. 6, Art. VII of the State Constitution; and such person shall be entitled to the

homestead tax exemption irrespective of whether such interest was created prior or subsequent to the effective date of this act.

2. Political Proposal

3. Reasons For Proposed Advocacy

a. Per SBP 9.50(a), does the proposal meet all three of the following requirements?
(select one) ☒ Yes ☐ No

- It is within the group's subject matter jurisdiction as described in the Section's Bylaws;
- It is beyond the scope of the Section/Bar's permissible legislative or political activity, or within the Section/Bar's permissible scope of legislative or political activity and consistent with an official Section/Bar position on that issue; and
- It does not have the potential for deep philosophical or emotional division among a substantial segment of the Bar's membership.

b. Additional Information:

Referrals to Other Committees, Divisions & Sections/Voluntary Bar Groups

Pursuant to SBP 9.50(d), the Section must provide copies of its proposed legislative or political actions to all Bar committees, divisions, sections and voluntary bar groups that may be interested in the issue. **List all Bar committees, divisions, sections and voluntary bar groups that this proposal has been shared with** pursuant to this requirement, **the date the proposal was shared**, and **provide all comments** received from such groups as part of your submission. The Section may submit its proposal before receiving comments, but only after the proposal has been provided to other bar divisions, sections or committees. A form for sharing proposals is available for this purpose.

The proposal was shared with the Real Estate Leasing Committee, the Title Insurance and Title Insurance Liaison Committee, the Trust Law Committee, the Asset Protection Committee, the Probate Law Committee and the Estate and Trust Tax Committee of the RPPTL and no comments were returned.

Contacts

Legislation Committee Appearance *(list name, address and phone #)*

Sancha K. Brennan, Legislation Committee Co-Chair, 545 Delaney Avenue, Hovey Court,
Bldg. 1, Orlando, FL 32801, Telephone: 407-893-7888

Lee A. Weintaub, Legislation Committee Co-Chair, 1 East Broward Blvd, Suite 1800 FT.
Lauderdale, FL 3633301-1876, Telephone 954-384-1053

Appearances before Legislators *(list name and phone # of those having direct contact before House/Senate committees)*

c/o Peter M. Dunbar, Jones Walker LLP, 106 East College Ave. Ste. 1200, Telephone:
850-214-5101

Meetings with Legislators/staff *(list name and phone # of those having direct contact with legislators)*

**HOMESTEAD ISSUES STUDY COMMITTEE OF
THE REAL PROPERTY, PROBATE AND TRUST LAW
SECTION OF THE FLORIDA BAR**

**WHITE PAPER ON PROPOSED
REVISION OF FLORIDA STATUTES SECTION 196.041**

I. SUMMARY

The proposed legislation originates from The Homestead Issues Study Committee (the "Committee") of the Real Property, Probate and Trust Law Section of The Florida Bar (the "RPPTL Section").

The proposed legislation would revise Florida Statutes Section 196.041 to provide clarification that a provision in a lease which is for a term of 98 years or more which operates to terminate the leasehold interest of the lessee upon the death of the lessee will not cause the leasehold interest to fail to meet the requirements of Florida Statutes Section 196.041.

A qualified personal residence trust ("QPRT") is used by individuals to reduce the anticipated imposition of federal estate taxes on their overall estates by being able to freeze the current fair market value of improved personal use residential real property (the "Residential Property"), whether a primary residence or a vacation residence, while also reducing the fair market value of the gift by the owner (the "Donor") to the QPRT, due to the retention by the Donor of the right to use the Residential Property for residential purposes for a specific period of time (the "Retained Term"). This occurs because the net fair market value of the Residential Property which is the subject of the gift to the QPRT for federal gift tax purposes is calculated by subtracting from the fair market value of Residential Property the value of the Donor's right to possess and use the Residential Property during the Retained Term. The Internal Revenue Service of the United States Department of Treasury (the "IRS") has promulgated regulations which enable one to calculate the present fair market value of Donor's right to possess and use the Residential Property during the Retained Term. That value is subtracted from the fair market value of the Residential Property gifted by the Donor to the QPRT to determine the fair market value of the gift made by the Donor.

Donors who survive the expiration of the Retained Term oftentimes enter into a lease agreement with the subsequent owner of the Residential Property. When the Residential Property was the Donor's homestead real property for *ad valorem* tax purposes, the Donor will want to enter into a lease agreement with a term that is at least 98 years in duration so that the Donor will continue to receive the homestead exemption for *ad valorem* tax purposes, as well as the benefit of the Save Our Homes cap pertaining to the limitation on the amount by which the assessed value of the Residential Property can be increased from year to year.

Realistically, residential lease agreements terminate when the lessee dies. Currently the provisions of Florida Statutes Section 196.041 do not address whether a lease agreement which otherwise is for a term of 98 years will fail to allow the lessee to continue to qualify for the homestead exemption for *ad valorem* tax purposes, as well as the benefit of the Save Our Homes cap pertaining to the limitation on the amount by which the assessed value of the Residential Property

can be increased from year to year, if by virtue of the provisions of the lease agreement, the lease will terminate upon the death of the lessee.

The proposed legislation is needed to clarify existing law in order to remove any uncertainty in this area of the law.

II. CURRENT SITUATION

No Florida court has ruled on whether the inclusion of a provision in a lease agreement which states that the lease term is to terminate in the event of the death of the lessee during the lease term would negate the availability of the homestead exemption otherwise available pursuant to the provisions of Florida Statutes Section 196.041. It is not unusual to provide that the lease term is to terminate upon the death of a lessee, especially when the lease term is for such a long period of time (98 years or greater). There is no compelling policy reason to bar the ad valorem tax benefits inuring to a lessee under a lease that is for a term of 98 years or greater merely because the lease term would terminate upon the death of the lessee, considering that the owner of a life estate in residential real estate would be otherwise eligible to obtain the homestead exemption.

III. EFFECT OF PROPOSED LEGISLATION (DETAILED ANALYSIS OF PROPOSED STATUTE)

A. Effect of Proposed Legislation.

The proposed statute would provide clarity as to what should be the interpretation of current law.

B. Specific Statutory Provisions

The only portion of Florida Statutes Section 196.041 which is being modified is subsection (1) as depicted below in the yellow highlighted portion:

196.041 Extent of homestead exemptions.—

(1) Vendees in possession of real estate under bona fide contracts to purchase when such instruments, under which they claim title, are recorded in the office of the clerk of the circuit court where said properties lie, and who reside thereon in good faith and make the same their permanent residence; persons residing on real estate by virtue of dower or other estates therein limited in time by deed, will, jointure, or settlement; and lessees owning the leasehold interest in a bona fide lease having an original term of 98 years or more in a residential parcel or in a condominium parcel as defined in chapter 718, even if such leasehold interest terminates upon the death of the lessees, or persons holding leases of 50 years or more, existing prior to June 19, 1973, for the purpose of homestead exemptions from ad valorem taxes and no other purpose, shall be deemed to have legal or beneficial and equitable title to said property. In addition, a tenant-stockholder or member of a cooperative apartment corporation who is entitled solely by reason of ownership of stock or membership in the corporation to occupy for dwelling purposes an apartment in a building owned by the corporation, for the purpose of homestead exemption

from ad valorem taxes and for no other purpose, is deemed to have beneficial title in equity to said apartment and a proportionate share of the land on which the building is situated.

(2) A person who otherwise qualifies by the required residence for the homestead tax exemption provided in s. 196.031 shall be entitled to such exemption where the person's possessory right in such real property is based upon an instrument granting to him or her a beneficial interest for life, such interest being hereby declared to be "equitable title to real estate," as that term is employed in s. 6, Art. VII of the State Constitution; and such person shall be entitled to the homestead tax exemption irrespective of whether such interest was created prior or subsequent to the effective date of this act.

IV. FISCAL IMPACT ON STATE AND LOCAL GOVERNMENTS

Adoption of this legislative proposal by the Florida Legislature should not have a fiscal impact on state and local governments. It should be revenue neutral, because the proposed legislation is merely clarifying existing law.

V. DIRECT IMPACT ON PRIVATE SECTOR

The certainty and predictability that the proposed legislation will provide to lessees of a 98 year or greater lease term in residential real estate which would otherwise constitute their homestead for *ad valorem* tax purposes as set forth in the proposed revision to Florida Statutes Section 196.041 will benefit the private sector.

VI. CONSTITUTIONAL ISSUES

The proposed legislation clarifies existing law. There are no known Constitutional issues.

VII. OTHER INTERESTED PARTIES

Other groups that may have an interest in the legislative proposal include the sixty-seven county property appraisers throughout Florida.



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

To: Leadership of the
Section/Division/Committee

From: Real Property Probate & Trust Law Section
Sancha K. Brennan Legislation Committee Co-Chair, 545 Delaney Avenue, Hovey Court, Bldg. 1,
Orlando, FL 32801
Steven H. Mezer, Legislation Committee Co-Chair, 1511 Westshore Boulevard, Suite 1000,
Tampa, FL 33607

Re: Proposed Legislative Position regarding: Modification of F.S. Section 196.041 Regarding
Homestead Ad Valorem Taxation and 98+-Year Leases

As you are aware, Standing Board Policy 9.50(d) requires voluntary bar groups to contact all divisions, sections and committees that might be interested in proposed legislative or political activity. The policy also requires sections to identify all groups to which proposals have been submitted for comment and to include comments when submitting the proposal.

We thought your section might be interested in the above issue and have attached a copy of our proposal for your review and comment. Our proposal is in support of / opposition to.

Our proposal is in support of a modification of Florida Statutes Section 196.041 to provide clarification that a provision in a lease which is for a term of 98 years or more which operates to terminate the leasehold interest of the lessee upon the death of the lessee will not cause the leasehold interest to fail to meet the requirements of Florida Statutes Section 196.041.

Thanks for your consideration of this request. Please let us know if your section will provide comments.



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REAL PROPERTY, PROBATE AND TRUST LAW SECTION LEGISLATIVE OR POLITICAL ACTIVITY REQUEST FORM

- This form is for Section Committees to seek approval for Section legislative or political activities.
- Legislative or political activity is defined in the Standing Board Policies of The Florida Bar (SBP 9.11) as “activity by The Florida Bar or a bar group including, but not limited to, filing a comment in a federal administrative law case, taking a position on an action by an elected or appointed governmental official, appearing before a government entity, submitting comments to a regulatory entity on a regulatory matter, or any type of public commentary on an issue of significant public interest or debate.”
- Requests for legislative and political activity must be made on this form and submitted to the RPPTL Legislation Committee, with your Committee’s white paper.
- Pursuant to SBP 9.50(d), the Section must advise The Florida Bar of proposed legislative or political activity AND circulate the proposal to all Bar divisions, sections and committees that might be interested in the issue.
 - Committees must check with other interested Bar divisions, sections and committees to see if there are comments or issues.
 - If comments have been received from another interested group, the comments must be included.
 - If comments have not yet been received, the proposal may still be submitted to the Legislation Committee, with a list of the interested groups that have been notified and the dates and methods of notification.
 - If a decision needs to be expedited, the proposal must explain the need for an expedited decision and request a specific deadline for a decision by the Bar.
- The Legislation Committee will review the proposal.
 - The proposal will then need to be presented at the Division Round Table.
 - Then, published as an Information Item to the Executive Council.
 - Then, published as an Action Item to the Executive Council.

651 East Jefferson Street • Tallahassee, FL 32399-2300 • FAX: (850) 561-9405

General Information

Submitted by: *(name of Section Committee)* Ad Hoc Transfer on Death Instrument Committee of the Real Property, Probate and Trust Law Section

Contact: *(Name of Committee Chair(s), address and phone number c/o Co-Chairs, Christopher W. Smart (813) 229-4142, 4221 W. Boy Scout Blvd., Tampa, FL 33607 and A. Stephen Kotler (239) 325-5140, 999 Vanderbilt Beach Rd., Ste. 200, Naples, FL 34108*

(Name of Committee Vice-Chair, if any, address and phone number, if any) Rebecca L.A. Wood (352) 810-0895 10807 NW 32nd Ave., Gainesville, FL 32606

Proposed Advocacy

Complete #1 below if the issue is legislative OR #2 if the issue is political; AND #3 must be completed.

1. Proposed Wording of Legislative Position for Official Publication

Proposed adoption of new §689.30 "Florida Real Property Transfer on Death Act" to provide for a statutorily-approved means and form for the transfer of real property upon the death of the grantor that avoids probate and also allows for the grantor the freedom to mortgage or convey the real property to the grantor or any third party without the consent or approval of the beneficiary.

2. Political Proposal

3. Reasons For Proposed Advocacy

- a. Per SBP 9.50(a), does the proposal meet all three of the following requirements?
(select one) X Yes No
- It is within the group's subject matter jurisdiction as described in the Section's Bylaws;
 - It is beyond the scope of the Section/Bar's permissible legislative or political activity, or within the Section/Bar's permissible scope of legislative or political activity and consistent with an official Section/Bar position on that issue; and

- It does not have the potential for deep philosophical or emotional division among a substantial segment of the Bar's membership.

b. Additional Information: _____

Referrals to Other Committees, Divisions & Sections/Voluntary Bar Groups

Pursuant to SBP 9.50(d), the Section must provide copies of its proposed legislative or political actions to all Bar committees, divisions, sections and voluntary bar groups that may be interested in the issue. **List all Bar committees, divisions, sections and voluntary bar groups that this proposal has been shared with** pursuant to this requirement, **the date the proposal was shared**, and **provide all comments** received from such groups as part of your submission. The Section may submit its proposal before receiving comments, but only after the proposal has been provided to other bar divisions, sections or committees. A form for sharing proposals is available for this purpose.

The Elder Law Section of the Florida Bar
The Business Law Section of the Florida Bar
The Health Law Section of the Florida Bar
The Family Law Section of the Florida Bar

Contacts

Legislation Committee Appearance (list name, address and phone #)

Sancha K. Brennan, Legislation Committee Co-Chair, 545 Delaney Avenue, Hovey Court, Bldg. 1, Orlando, FL 32801, Telephone: 407-893-7888

Lee A. Weintraub, Legislation Committee Co-Chair, 1 E. Broward Blvd., Suite 1800, Tampa, FL 33301, Telephone 954-985-4147

Appearances before Legislators (list name and phone # of those having direct contact before House/Senate committees)

Peter M. Dunbar and Martha J. Edenfield, c/o Jones Walker LLP, 106 E. College Ave, Ste. 1200, Tallahassee, FL 32301, Telephone 850-214-5100

Meetings with Legislators/staff (list name and phone # of those having direct contact with legislators)



The Florida Bar

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**Joshua E. Doyle
Executive Director**

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To: Leadership of the Elder Law Section

From: Real Property Probate & Trust Law Section
Sancha K. Brennan, Legislation Committee Co-Chair, 545 Delaney Avenue, Hovey Court, Bldg. 1,
Orlando, FL 32801
Lee A. Weintraub, Legislation Committee Co-Chair, Becker, 1 E. Broward Blvd., Suite 1800, Ft.
Lauderdale, FL 33301

Re: Proposed Legislative Position regarding: Adoption of new §689.30 “Florida Real Property Transfer on Death Act”

As you are aware, Standing Board Policy 9.50(d) requires voluntary bar groups to contact all divisions, sections and committees that might be interested in proposed legislative or political activity. The policy also requires sections to identify all groups to which proposals have been submitted for comment and to include comments when submitting the proposal.

We thought your section might be interested in the above issue and have attached a copy of our proposal for your review and comment. Our proposal is for the adoption of new §689.30 “Florida Real Property Transfer on Death Act” to provide for a statutorily-approved means and form for the transfer of real property upon the death of the grantor that avoids probate and also allows for the grantor the freedom to mortgage or convey the real property to the grantor or any third party without the consent or approval of the beneficiary.

Thanks for your consideration of this request. Please let us know if your section will provide comments.



The Florida Bar

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To: Leadership of the Family Law Section

From: Real Property Probate & Trust Law Section
Sancha K. Brennan, Legislation Committee Co-Chair, 545 Delaney Avenue, Hovey Court, Bldg. 1,
Orlando, FL 32801
Lee A. Weintraub, Legislation Committee Co-Chair, Becker, 1 E. Broward Blvd., Suite 1800, Ft.
Lauderdale, FL 33301

Re: Proposed Legislative Position regarding: Adoption of new §689.30 "Florida Real Property Transfer
on Death Act"

As you are aware, Standing Board Policy 9.50(d) requires voluntary bar groups to contact all divisions, sections and committees that might be interested in proposed legislative or political activity. The policy also requires sections to identify all groups to which proposals have been submitted for comment and to include comments when submitting the proposal.

We thought your section might be interested in the above issue and have attached a copy of our proposal for your review and comment. Our proposal is for the adoption of new §689.30 "Florida Real Property Transfer on Death Act" to provide for a statutorily-approved means and form for the transfer of real property upon the death of the grantor that avoids probate and also allows for the grantor the freedom to mortgage or convey the real property to the grantor or any third party without the consent or approval of the beneficiary.

Thanks for your consideration of this request. Please let us know if your section will provide comments.

WHITE PAPER

FLORIDA REAL PROPERTY TRANSFER ON DEATH ACT (FRPTODA)

I. SUMMARY

The Uniform Law Commission enacted the Uniform Property Transfer on Death Act in 1989. The Uniform Law Commission summarized the effect of the proposed law as follows:

The Uniform Real Property Transfer on Death Act (URPTODA) provides a simple process for the non-probate transfer of real estate. The act allows an owner of real property to designate a beneficiary to automatically receive the property upon the owner's death without a probate procedure. The property passes by means of a recorded transfer on death (TOD) deed. During the owner's lifetime, the beneficiary of a TOD deed has no interest in the property and the owner retains full power to transfer the or encumber the property or revoke the deed....¹

According to a survey by Dr. Gary W. Beyer and also the Uniform Law Commission, 31 states have adopted some form of TOD deed. Of those 21 have adopted the URPTODA² and the Uniform Act was introduced in 4 more states. The proposed legislation is not the uniform act but rather is based upon the legal theories set forth in the URPTODA, with modifications based upon current Florida law, including probate and real estate practices and procedures. As proposed, the legislation is not intended to change the rights and remedies of the owner's creditors during the owner's lifetime under current Florida law. However, there is some controversy as whether the bill as proposed changes the rights and remedies of the owner's creditors after death. The proposed legislation clarifies the status of title to the real property during the owner's lifetime and defines the rights of beneficiaries and creditors at death.

II. CURRENT SITUATION

A. Common Law Recognition of Transfers with Reserved Rights

The concept of a transfer on death beneficiary designation for real property is rooted in real property law. One form of these transfers is known in Florida as a "lady bird deed" or "enhanced life estate deed." A publication by the Attorneys' Title Insurance Fund, Inc. summarized the history of enhanced life estate deeds:

Division of the fee interest in real property into a life estate and a remainder interest has a long history dating back to English common law. As a tool for estate planning several drawbacks are present. The life tenant may not convey or mortgage the

¹ <https://www.uniformlaws.org/committees/community-home?CommunityKey=a4be2b9b-5129-448a-a761-a5503b37d884>, last visited July 12, 2024.

² https://www.actec.org/assets/1/6/Transfer_on_Death_Deeds_Survey.pdf?hssc=1, as of November 9, 2023.

property without joinder of the remainderman, the property will be subject to creditors of the remainderman and the life tenant is responsible to the remainderman for acts which would devalue the remainder interest. It is possible to address the first concern by including, at the time of creation, the authority to divest the remainder interest. Description of such enhanced life estates as “Lady Bird deeds” stems from published examples utilizing Lady Bird Johnson as a party.³

Florida,⁴ along with Michigan,⁵ Texas,⁶ Vermont,⁷ and West Virginia, recognize “enhanced life estate deeds” under common law. The owner of real property can reserve a life estate with full control over the property, including the remainder interest. The remainder interest can be conveyed to another person, but remains subject to the right to divest the remainder interest. The Fund Concept has described the resulting remainder interest as a “vested remainder subject to divestment.”⁸

Vested remainders may be divided into three categories. They may be (1) indefeasible vested remainders; (2) vested remainders subject to open, such as a transfer to a class; or (3) vested remainders subject to complete defeasance. See 2 Boyer, *Florida Real Estate Transactions*, Sec. 22.04; and 1 Simes and Smith, *The Law of Future Interests* (2d ed. 2001), Sec. 113. The interest created by a Lady Bird deed would appear to be a vested remainder subject to complete defeasance, also referred to as divestment.

Language in the deed may include powers to:

convey the property to another person, trust, or entity other than the transfer on death beneficiary, with or without consideration, and without joinder of the transfer on death beneficiary;

mortgage or encumber the property without the joinder of the transfer on death

³ Ted Connor, Fund Senior Underwriting Counsel, *Enhanced life estate deeds – an Underwriting Update*, p. 149, *The Fund Concept*, November 2002. Another summary of Lady Bird Deeds can be found in an article by Randy Gilbert, *Giving the Bird. Lady-Bird Deeds*, <https://ftic.net/2021/06/01/giving-the-bird-lady-bird-deeds/>, last visited December 10, 2022.

⁴ *Oglesby v. Lee*, 73 So. 840 (Fla. 1917).

⁵ *In re Tobias Estates*, unpublished opinion per curiam of the Court of Appeals, issued May 10, 2012 (Docket No. 304852), p. 5, 2012 WL 1648847...“ *Bill & Dena Brown Trust v. Garcia (In re Brown Estate)*, 312 Mich. App. 684, 880 N.W.2d 269 (Mich. App. 2015).

⁶ *In re Estate of Maggie Williams Turner*, No. 06-17-00071-CV (Tex. App.–Texarkana 2017).

⁷ *Cook v. Coburn*, 97 A. 3d 892, 2014 VT 45 (Vt. 2014). Vermont has codified enhanced life estate deeds with the passage of House Bill 837 in 2020.

⁸ Ted Connor, Fund Senior Underwriting Counsel, *Enhanced life estate deeds – an Underwriting Update*, p. 149, *The Fund Concept*, November 2002. Another summary of Lady Bird Deeds can be found in an article by Randy Gilbert, *Giving the Bird. Lady-Bird Deeds*, <https://ftic.net/2021/06/01/giving-the-bird-lady-bird-deeds/>, last visited December 10, 2022.

beneficiary;

change the transfer on death beneficiary; or

revoke the designation of a transfer on death beneficiary.

Because this method of transferring ownership at death involves an interest in real property, a deed is used to create the interests of the transfer on death beneficiary. The language in the deed is crucial. There is currently no direct statutory guidance on the creation and effect of enhanced life estate deeds despite their prevalent use by Florida landowners.

B. Uncertainty Resulting from Enhanced Life Estate Deeds

1. The Owner's Retained Rights

Because enhanced life estate deeds reserve specific rights based upon the language in the deed, the average Floridian may not understand the limitations created by the language in the deed. These types of deeds are viewed much like transfer on death beneficiary designations for bank accounts⁹, the registration of securities¹⁰, and life insurance policies, though technically and legally they are not the same. Professor John F. Langbein examined the shift away from statutory-based probate system to regulate the distribution of wealth upon the owner's death to the use of beneficiary designations, which is largely administered without supervision by the courts. Because legal professionals frequently are not involved in the creation of the beneficiary designations, and the courts are not automatically involved in the distribution process after the owner's death, important legal issues are not considered.¹¹

2. The Transfer on Death Beneficiary's Interest

Applying the vested-subject-to-divestment approach to the remainder interest, the remainderman has a vested remainder interest so judgment liens against the remainderman might *or might not* attach during the lifetime of the grantor. Since there is no statutory authority, the effect of these deeds may be subject to court interpretation depending on the form used and facts surrounding the conveyance which adds unnecessary ambiguity to the rights of grantor and grantees, as well as their respective creditors, when using these transactions. However, it should be noted there is no Florida case law regarding the use of enhanced life estate deeds other than *Oglesby* (see footnote 4).

3. Retained Right to Revoke the Beneficiary Designation

The owner signing a deed with retained rights may be unclear on his or her right to revoke or divest the remainder interest. With a transfer on death bank account, the owner retains the right to write checks and make withdrawals privately, without the formalities of an instrument that must be recorded in the official land records. The lack of statutory guidance on the rights of the grantor in these transactions and the form of the deed creates confusion in a process that can be one of the

⁹ §655.82, Fla. Stat., last amended by Laws of Florida, Ch. 2001-243.

¹⁰ §711.506, Fla. Stat.

¹¹ Langbein, John H., *Because Property Became Contract: Understanding the American Nonprobate Revolution* (March 23, 2020). Available at SSRN: <https://ssrn.com/abstract=3561181>.

most important transactions undertaken in an estate planning context.

4. Transfer of Ownership After Death Without Probate

Property passing outside the deceased owner's probate estate are not subject to Florida probate administration. A decedent's probate estate consists of "the property of a decedent that is the subject of administration."¹² Assets that transfer a decedent's property at death are not subject to administration in a probate proceeding with two limited exceptions:

- §733.707(3) provides: (3) Any portion of a trust with respect to which a decedent who is the grantor has at the decedent's death a right of revocation, as defined in paragraph (e), either alone or in conjunction with any other person, is liable for the expenses of the administration and obligations of the decedent's estate to the extent the decedent's estate is insufficient to pay them as provided in ss. 733.607(2) and 736.05053
- §732.2035 subjects several categories of non-probate transfers to the surviving spouse's elective share.

The proposed statute includes amendments to the elective share statutes to ensure that transfer on death instruments are included in the elective share treated similarly to transfer on death accounts. While other statutory provisions of Florida law do not specifically address the claims of a decedent's creditors as to non-probate transfers, the proposed statute provides that the beneficiary of the real property is personally liable for the expenses of the administration and obligations of the decedent's estate to the extent the decedent's estate and revocable trust are insufficient to pay them.

a. Transfer on Death Accounts - § 655.082

The use of the term "transfer on death" describes an easy-to-understand option for the public to plan for their heirs while avoiding probate. It is patterned after Florida's banking laws. The 2001 Senate Staff Analysis for CS/SB 1260 by the Finance and Taxation Committee dated March 20, 2001, examined the purpose of transfer on death accounts, and recognized that "in-trust-for" accounts, as permitted under §655.081, should be treated as transfer on death accounts. Section 655.081 was repealed in 2001.

Currently, the Florida Statutes contain two provisions which govern the disposition of certain deposits upon the death of the depositor. These statutory provisions include sections dealing separately with deposits in trust and pay-on-death accounts.

Section 655.81, F.S. (deposits in trust), provides that deposits made by any person describing himself or herself as a trustee, without further written notice of the existence and terms of a legally valid trust, may be paid by the institution to the person for whom the deposit was stated to have been made, in the event the person described as the trustee dies. The section further provides that in the case of a credit union, deposits may be held in the name of a member in trust for a beneficiary. That beneficiary, however, unless a member of the credit union in his or her own right,

¹² §731.201(14), Fla. Stat.

will not incur the duties or privileges of membership.

In addition, s. 655.82, F.S. (pay-on-death accounts), governs the disposition of accounts which are designated “pay-on-death.” That section defines a “pay-on-death designation” as the designation of:

1. A beneficiary in an account payable on request to one party during the party’s lifetime and on the party’s death to one or more beneficiaries, or to one or more parties during their lifetimes and on death of all of them to one or more beneficiaries; or

2. A beneficiary in an account in the name of one or more parties as trustee for one or more beneficiaries if the relationship is established by the terms of the account and there is no subject of the trust other than the sums on deposit in the account, whether or not payment to the beneficiary is mentioned.

The section further defines a “beneficiary” as a person named as one to whom sums on deposit in an account are payable on request after death of all parties or for whom a party is named as a trustee. Since s. 655.82(3)(b), F.S., provides that “...in an account with a pay-on-death designation, ... on the death of the sole party or the last survivor of two or more parties, sums on deposit belong to the surviving beneficiary or beneficiaries,” deposits in trust contemplated by s. 655.81, F.S., also fall within the operation of s. 655.82, F.S., dealing with pay-on-death accounts, in that deposits in trust must be paid to surviving beneficiaries upon the death of a named trustee.

According to proponents of the bill and the Department of Banking and Finance, deposits in trust generate documentary and record keeping costs associated with the application of probate laws. In contrast, deposits in pay-on-death accounts pass directly to a beneficiary by operation of law, and like deposits passing to a surviving owner of a joint account with right of survivorship, are *not subject to probate*. Furthermore, both the department and bill proponents maintain that operation of the statutory provision dealing with pay-on-death accounts, which the Legislature passed in 1994, was meant to include deposits in trust.¹³

[Emphasis added]

b. Former Section 655.81 – In Trust for Accounts (Totten Trusts)

The 2001 Senate Staff Analysis Report for the legislation that repealed §655.81 does not mention the word “creditor.” The legislation did not include provisions to make transfer on death accounts subject to the normal probate or trust procedures. Ownership of a transfer on death account passes by operation of law to the beneficiary designated on the account. The limited decisions addressing transfer on death accounts being subject to probate are all predicated on a finding that the account depositor revoked the account.

c. The Florida Uniform Transfer on Death Security Registration Act - §711.509

The Florida Uniform Transfer on Death Security Registration Act permits the nonprobate

¹³ Finance and Taxation Committee Staff Analysis and Economic Impact Statement, CS/SB 1260, p. 3, March 20, 2021.

transfer of securities upon the owner's death.

711.509 Nontestamentary transfer on death.—

(1) A transfer on death resulting from a registration in beneficiary form is effective by reason of the contract regarding the registration between the owner and the registering entity and ss. 711.50-711.512 and is not testamentary.

(2) Sections 711.50-711.512 do not limit the rights of creditors of security owners against beneficiaries and other transferees under other laws of this state.

History.—s. 3, ch. 94-216.

d. Tenancy by the Entireties; Joint Tenancy with Rights of Survivorship - §655.79

Upon the death of one joint owner, ownership of a bank account or certificate of deposit vests in the surviving owner.

e. Motor Vehicles - §319.22

Motor vehicles titled in the names of two or more owners with “or” between the names creates a joint tenancy. Upon the death of one owner, “the interest of the decedent shall pass to the survivor as though title or interest in the vehicle or mobile home was held in joint tenancy.”¹⁴

f. The Uniform Real Property Transfer on Death Act in Other States

Some state legislatures have included provisions in their enacted version of the Uniform Real Property Transfer on Death Act to address creditor claims. Generally, those states subject the real property described in a transfer on death deed to the claims of creditors only when the probate assets are insufficient to satisfy timely-filed claims, administration expenses, and statutory allowances in an active probate proceeding.¹⁵ Some states do not provide for the enforcement of probate administration expenses, probate claims, or statutory allowances against transfer on death property.¹⁶ A few states treat the repayment of Medicaid benefits for the owner as a lien on the property.¹⁷

¹⁴ §319.22(2)a., Fla. Stat.

¹⁵ See, for example: Section 15, Uniform Real Property Transfer on Death Act, the Uniform Commission on State Laws; § 13.48. 140 , Alaska Statutes; §§5600-5696, California Code; §§ 15-15-401 – 415, Colorado Revised Statutes; Hawaii Rev. Stat. § 527-1; Ind. Code §32-17-12-2; §32-17-14-29; §6-416, Main Revised Statutes; §461.025, Revised Statutes of Missouri; §72-6-414, Montana Code Annotated; §76-3417 Nebraska Statutes; Chapter 45, Article 6, Nevada Revised Statutes; 29A-6-420 through 29A-6-425, South Dakota Code; 64.80.120, Revised Code of Washington; § 19-604.01, Code of the District of Columbia.

¹⁶ §33-405, Arizona Revised Statutes; Mississippi Code §91-27-29; Title 58, Sections 1253 - 1258, Oklahoma Statutes; Article 12, Uniform Real Property Transfer on Death Act, West Virginia Code; §705.10, Wisconsin Statutes; §2-18-103, Wyoming Statutes.

¹⁷ §18-12-608, Arkansas Code; §59-3504, Kansas Statutes; §507.071, Minnesota Statutes.

g. Cases Applying the Law of Trusts

The limited decisions addressing transfer on death accounts being subject to probate are all predicated on a finding that the account depositor revoked the account. There appear to be no Florida cases holding that transfer on death accounts are subject to creditor claims. One unreported decision mentioned the insolvency of the decedent's estate as a revocation which, in turn, brought the transfer on death account into the decedent's estate, but the court found other grounds for the ultimate decision.¹⁸

i. *Kearney v. Unibay Co. – Totten Trusts are Subject to the Claims of the Depositor's Creditors in a Garnishment Action Against the Depositor*

Some practitioners assert that the decision in *Kearney v. Unibay Co.*¹⁹ is authority to subject transfer on death accounts to the claims of the deceased owner's creditors. *Kearney* is not binding authority for subjecting transfer on death accounts to probate administration.

- In a garnishment proceeding against him, Mr. Kearney claimed that two certificates of deposit were "held in trust for the benefit of Mary L. Wormley." He further claimed that he was not the owner of the certificates of Deposit. He testified that the funds on deposit belonged to Ms. Wormley and that he deposited the funds for her benefit.
- Mr. Kearney claimed that the funds were subject to the Totten trust doctrine established in *Ginsberg v. Goldstein*, 404 So. 2d 1098, 1100 (Fla. 3d DCA 1981).
- The court concluded that because Mr. Kearney retained complete control of the funds, the court concluded:

"Since the depositor has complete control over the deposit during his lifetime, however, he is treated as the owner insofar as his creditors are concerned. His creditors can reach the deposit while he is living, and can reach it as part of his estate on death."

Kearney v. Unibay Co., Inc., 466 So.2d 271, 10 Fla. L. Weekly 392 (Fla. App. 1985)

- The *Kearney* case did not involve creditor claims after the owner's death, or claims against Mr. Kearney's estate. To the extent that the court ruling addressed post-death claims, it is *dicta*, which could be persuasive authority, but not binding authority.

ii. *Nahar v. Nahar – Are Totten Trust Accounts Estate Assets Subject to Administration Expenses?*

In *Nahar v. Nahar*,²⁰ the trial court ordered that costs of administration should be paid from

¹⁸ *Rice v. Schember*, Florida Law Weekly, Volume 15, Number 18, page C17 (Sixth Judicial Circuit, Pinellas County May 4, 1990.)

¹⁹ *Kearney v. Unibay Co.*, 466 So. 2d 271 (Fla. 4th DCA 1985).

²⁰ 576 So. 2d 862 (Fla. 3d DCA 1991). (As of January 6, 2023, Fastcase reports only 1 citation –

assets which the court had not determined to be part of the probate estate, including a Totten trust account. On appeal, the case was remanded for the trial court to determine whether a Totten trust account passing to a beneficiary designated on the account agreement was a probate asset subject to administration. The court cited *Seymour v. Seymour*,²¹ discussed below. The court specifically stated that non-probate assets are not subject to probate, including the payment of probate claims.

Since non-probate assets may not be used to pay probate expenses, *see In re Barret's Estate*, 137 So. 2d 587 (Fla. 1st DCA 1962), administration costs and the administrator's attorney's fees may not be paid out of assets which the probate court [*864] has not yet determined are subject to probate.²²

iii. *Seymour v. Seymour – Totten Trusts are Not Estate Assets.*

In 1956, the Florida Supreme Court addressed a Totten trust account. The account agreement for a savings account directed the payment of the funds in the account to Felton Seymour, the son of the account owner, Euphemia Seymour. Richard Seymour, as personal representative, sought an order directing the payment of the funds to him as personal representative Euphemia's estate. The Florida Supreme Court held that the Totten trust funds passed by operation of law to the decedent's son, Felton.

iv. *Vargas v. Vargas – Totten Trust Accounts Can be Revoked*

The court in *Vargas v. Vargas*²³ held that a letter from the depositor to the bank, instructing them to transfer the funds in trust for her granddaughters, together with the act of giving him the account passbooks, were sufficient to revoke the Totten "trust." It should follow that the account can also be revoked by withdrawing the funds.

v. *Rice v. Schember*²⁴ – Totten Trust Accounts Can be Revoked in Favor of Estate Creditors

In *Rice v. Schember*, an unreported trial court decision, the trial court found that the insolvency of the decedent's estate resulted in a revocation upon the depositor's death, citing *Litsey v. Savings & Loan Association of Tampa*.²⁵

vi. *Litsey v. Savings & Loan Association of Tampa – Totten Trust Account Affirmed – No Revocation*

In *Rice v. Schember*, the court cited the *Litsey* decision to support its finding that the depositor revoked a Totten trust account, based in part on the insolvency of the estate. In *Litsey*,

Nahar v. Nahar, which was remanded back to the trial court to determine whether the Totten Trust account had been revoked. If so, the revocation would bring the account balance into the probate estate."

²¹ *Seymour v. Seymour*, 85 So. 2d 726 (Fla. 1956). (As of January 6, 2023, Fastcase reports 37 citations, with no negative treatment.)

²² *Nahar v. Nahar*, *supra*, at 863.

²³ *Vargas v. Vargas*, 659 So. 2d 1164 (Fla. 3rd DCA 1995).

²⁴ *Rice v. Schember*, Florida Law Weekly, Volume 15, Number 18, page C17 (Sixth Judicial Circuit, Pinellas County May 4, 1990.)

²⁵ 243 So. 2d 239, 242 (Fla. 2d DCA 1971).

the court found that the depositor did not revoke the Totten trust account. Mr. Litsey, as executor, argued that the Totten trust had been revoked:

Litsey also contends that the inadequacy of decedent's estate to satisfy the specific bequests in his will at the time it was made is an act of disaffirmance. He points out that the testimony of Theodore Chive, C.P.A., shows that had decedent predeceased his wife there would have been only \$57,800.00 available before taxes to satisfy the bequests of \$104,500.00; and that, upon Mrs. Bernstein predeceasing the decedent and assuming that the trust accounts transferred the funds outside the probate estate, there would, after taxes, be only \$85,600.00 available for the \$104,500.00 specific bequests.

Despite the lack of funds to satisfy bequest under the decedent's will, the court declined to find a revocation of the Totten trust accounts and allowed the funds to pass to the beneficiaries designated on the account.²⁶ The court noted the heavy burden faced by someone contesting the beneficiary designation based upon oral statements: "The burden on one who seeks to prove revocation by oral statements alone is an exceedingly heavy one."²⁷

vii. *Serpa v. North Ridge Bank – Revocation of a Totten Trust Account in a Will Requires a Clear Statement of Intent*

In *Serpa v. North Ridge Bank*,²⁸ the bank paid the funds in a transfer on death account to the estate, and the decedent's daughter who was named as the transfer on death beneficiary filed suit against the bank for the return of the funds. The trial court ruled in favor of the bank. On appeal, the court held that the language in the decedent's will was not sufficient to revoke the beneficiary designation on the decedent's bank account.

The appellate court found that the language in the decedent's will was not a revocation of the beneficiary designation:

Fourth: all the rest, residue and remainder of my estate, real, personal or mixed, whatsoever situated, of which I may be or become entitled including stock ownership, my home, bank accounts, certificates of deposit, time-sharing arrangements, I give to my brother, Eddie Ramos, which he will distribute to his sole discretion to my family I may have in Puerto Rico, and to my daughter Lillian Ramos.²⁹

The court referred to a Pennsylvania decision for the factors that result in a revocation of a beneficiary designation:

Reference in a will to an interest in "mortgages, notes and cash on hand in Banks and in my safe deposit box" was found to be insufficient to revoke a Totten trust in

²⁶ 243 So. 2d 239, 242 (Fla. 2d DCA 1971).

²⁷ 243 So. 2d 239, 242 (Fla. 2d DCA 1971), citing 38 A.L.R.2d 1243, 1259.

²⁸ 547 So. 2d 199 (Fla. 4th DCA 1989).

²⁹ *Serpa v. North Ridge Bank*, 547 So. 2d 199 (Fla. 2d DCA 1989).

In re Estate of Schuck, 419 Pa. 466, 214 A.2d 629, 631 (1965). The court explained: "HN5[] A tentative trust may be revoked, among other means, (1) by oral declarations of the depositor, or (2) by facts and circumstances resulting in inadequacy of the estate assets to satisfy the testamentary gifts, funeral and administration expenses, taxes and other charges." 214 A.2d at 631-32 (citations omitted).³⁰

Because the facts of the case did not involve an "inadequacy of the estate assets to satisfy testamentary gifts, funeral expenses and administration expenses, taxes and other charges," the discussion of those factors is *dicta* and not binding Florida authority.

viii. The Florida Trust Code – Totten Trust Accounts are Not Subject to the Trust Code.

The Florida Probate Code provides that a decedent's revocable trust, is "liable for the expenses of the administration and obligations of the decedent's estate to the extent the decedent's estate is insufficient to pay them as provided in ss. 733.607(2) and 736.05053."³¹ The Florida Trust Code specifically excludes "trusts created by the form of the account or by the deposit agreement at a financial institution" from the provisions of the Trust Code.³²

h. Contract Law

In *Lauritsen v. Wallace*, the Fifth District distinguished a decedent's will cancelling and forgiving the debt under a promissory note as distinguished from a promissory note that was canceled upon the death of the lender by its own terms. The court held that a cancellation of the note within the will was a testamentary transfer. The court found that cancellation of a note within a will was distinguishable from the non-testamentary transfers under §655.79, §319.22, §655.82, and §711.509³³, all of which operate under a contract theory. The terms of the document control the transfer of ownership upon the owner's death.

Section 655.82, Florida Statutes, was added during the 2001 legislative session.³⁴ It further distinguished the transfer of ownership upon the account owner's death from the law of trusts, relying instead on the transfer of ownership at death pursuant to the account agreement.

655.825 Deposits in trust; applicability of s. 655.82 in place of former s. 655.81.—

(1) Because deposits in trust are also accounts with a pay-on-death designation as described in s. 655.82, it is the intent of the Legislature that the provisions of s. 655.82 shall apply to and govern deposits in trust. References to former s. 655.81 in any depository agreement shall be interpreted after the

³⁰ *Serpa v. North Ridge Bank*, 547 So. 2d 199, 203 (Fla. 2d DCA 1989)

³¹ §733.707(3), Fla. Stat.

³² §736.0102, Fla. Stat.

³³ *Lauritsen v. Wallace*, 687 So. 3d 285, 288 (Fla. 5th DCA 2011).

³⁴ 2001 Laws of Florida, ch. 2001, s. 243.

effective date of this act as references to s. 655.82655.82.

(2) This section shall take effect July 1, 2001, and shall apply to deposits made to a depository account created after December 31, 1994.

History.—s. 3, ch. 2001-243; s. 101, ch. 2019-3.

Section 655.81, which was repealed, referred to accounts where a “deposit is made by any person describing herself or himself as, and making such deposit as, trustee for another and no other or further notice of the existence and terms of a legal and valid trust...” The former statute permitted payment to the person identified as the “person for whom the deposit was thus stated to have been made.”

i. Real Property Law

In *Ostyn v. Olympic*, Steve Olympic transferred property to himself and three other individuals as joint tenants with rights of survivorship as permitted in §689.15, Fla. Stat.³⁵ Mrs. Olympic brought a quiet title action, claiming that the property was her husband’s homestead, and that she was entitled to a life estate in his ownership share pursuant to Article X, s. 4, of the Florida Constitution. The appellate court recognized that, by operation of law, Steve Olympic’s interests in the property passed to the surviving joint tenant.

There is no dispute that the marital home of the defendant and Steve Olympic was in fact owned by him and the plaintiff as joint tenants [**4] with right of survivorship, an estate which can be created in Florida. § 689.15, Fla. Stat. (1983). Accordingly, on Steve Olympic's death, there was no property interest then owned by him to which a homestead interest could attach for the benefit of the defendant.

Ostyn v. Olympic was codified in §732.201(33), Fla. Stat.³⁶

j. Conclusion – Transfer on Death Accounts are Not Subject to Probate

Florida law currently does not subject transfer on death accounts to probate. The same is true for property owned as joint tenants with rights of survivorship and tenants by the entireties. They operate as non-testamentary transfers upon the death of the sole owner or one of the joint owners. Although many transfer on death accounts are not specifically exempt from creditor claims after the owner’s death, they are not part of the orderly procedures for handling creditor claims under the Florida Probate Code. There appear to be no Florida cases, or statutes, that conclusively make transfer on death accounts subject to the claims of the deceased owner’s creditors in the absence of a revocation of the beneficiary designation. Despite the current status of Florida law with respect to transfer on death accounts, the proposal for transfer on death of real property does address the claims of the transferor’s creditors, both during lifetime and at death.

C. Uniform Title Standards

Due to lack of statutory authority, Florida’s Uniform Title Standards, promulgated by the Real Property, Probate and Trust Law Section of the Florida Bar, have been updated to reflect

³⁵ *Ostyn v. Olympic*, 455 So. 2d 1137 (Fla. 2d DCA 1984).

³⁶ 2012 Fla. Laws ch. 109, s.1; 2012 Fla. HB 733.

solutions to common issues raised by enhanced life estate deeds.³⁷ Standard 6.10 and Standard 6.11, for example, provide that judgment liens against the lifetime owner of the real property, if not enforced prior to the death of the grantor, do not survive to attach to the interest of the remainderman. However, these constitute only persuasive authority for the Courts and do not alone provide as much certainty of outcome as statutory authority.

D. Current Use of Enhanced Life Estate Deeds

There are a variety of reasons that Floridians utilize enhanced life estate deeds as part of their planning.

- The owner retains full ownership rights to the real property during the owner's lifetime.
- Probate administration on the owner's death is not required and the real property is not an asset subject to administration.
- The creation of the remainder interest does not affect the step-up in basis under Internal Revenue Code § 1014 because the owner retains a lifetime interest under IRC s. 2036(a).
- The obligation to pay documentary stamp taxes, to the extent there is consideration, is postponed until the owner's death.³⁸
- An enhanced life estate deed does not result in a taxable gift.³⁹
- An enhanced life estate deed does not trigger the 5 year lookback rule for transfers by Medicaid applicants.⁴⁰

III. EFFECT OF PROPOSED CHANGES

As with the Uniform Law Commission's URPTODA statute, a primary purpose of the proposed legislation is to avoid the need for probate upon the death of the owner of real property. Other effects include:

- Establishes the requirements for creating a valid Transfer on Death Instrument under the FRPTODA by statute.

³⁷ See Vo. XXXXII, No. 1, ActionLine, Fall 2020, pgs.57-59.

³⁸ Florida Department of Revenue, Letter of Technical Advice No: 00B4-024, May 12, 2000. A personal representative's deed which effectuates a transfer pursuant to a last will and testament is not subject to document stamp taxes, even if the property is encumbered by a mortgage. §12B-4.014(4), Florida Administrative Code.

³⁹ <https://miamioldercarelawyers.com/blog/lady-bird-deed-part-2/> and https://www.browardbar.org/wp-content/uploads/staley-memorial/SpeakerLeonardEMondschein/Lady-Bird-Deed-Outline_%20Detailed.pdf

⁴⁰ §409.9101, Florida Statutes.

- Confirms the owner's retained rights, including rights to sell and convey, mortgage, lease, possess, change the transfer on death beneficiary, and revoke the transfer on death beneficiary's expectancy.
- Confirms the rights of the owner's creditors during the owner's lifetime.
- Recognizes that the transfer on death beneficiary's creditors have no claims against the property during the owner's lifetime.
- Confirms that the transfer on death beneficiary is personally liable for the expenses of the administration and obligations of the decedent owner's estate to the extent the decedent's estate and revocable trust are insufficient to pay them.
- Provides a process for the owner's estate to assess and pursue that liability.
- Confirms that title vests in the transfer on death beneficiary at the owner's death.
- Defines the transfer on death beneficiary's interest during the lifetime of the owner as an expectancy interest.

IV. SECTION-BY-SECTION ANALYSIS

The following pages contain a comparison between the proposed Florida legislation and the Uniform Real Property Transfer on Death Act. The comment column explains the variations between the two.

A bill to be entitled

An Act providing for a transfer on death instrument; providing definitions; providing that a transferor may record a written instrument during transferor's lifetime that will transfer title to the real property to the beneficiary upon transferor's death; providing that the transferor will retain fee simple title with the right to revoke the beneficiary's expectancy interest; addressing creditors' rights; providing construction; prescribing the form of transfer on death instrument; providing an effective date.

Be it Enacted by the Legislature of the State of Florida:

Section 1. Section 689.30, Florida Statutes, is created to read:

689.30 Florida Real Property Transfer on Death Act.

(1) SHORT TITLE. This section may be cited as the "Florida Real Property Transfer on Death Act."

(2) DEFINITIONS. For all purposes of this Act, the singular includes the plural and the plural includes the singular.

As used in this Act, the term:

(a) "Beneficiary" means any individual, trustee, or entity named as the beneficiary in a transfer on death instrument.

(b) "Expectancy interest" is the interest that a beneficiary takes by a transfer on death instrument.

(c) "Real property" means any freehold interest in land, a condominium parcel as defined in s. 718.103(12), or a cooperative parcel as defined in s. 719.103(14).

(d) "Transfer on death instrument" means a written instrument authorized by this Act.

(e) "Transferor" means a natural person who owns a present interest in real property in an individual capacity and who executes and records a transfer on death instrument.

(3) APPLICABILITY. This Act applies to transfer on death instruments recorded after the effective date of this Act.

(4) NONEXCLUSIVITY. This Act does not affect any other method of transferring real property.

(5) AUTHORITY FOR TRANSFER ON DEATH INSTRUMENT.

(a) A natural person may transfer real property to one or more beneficiaries, to be effective only at the transferor's death, by recording a transfer on death instrument.

(b) A transfer on death instrument must be in a form substantially similar to that set forth in s. 689.30(13).

(6) EXECUTION AND RECORDATION.

(a) A transfer on death instrument must be executed by the transferor with the formalities required by s. 689.01 and acknowledged as required by s. 695.03.

(b) A transfer on death instrument must be recorded in accordance with s. 28.222(2) prior to the death of the transferor or it is of no force and effect.

(7) NOTICE, DELIVERY, ACCEPTANCE, CONSIDERATION NOT REQUIRED. Lack of notice to, delivery to, acceptance by, or consideration from the beneficiary will not cause a transfer on death instrument recorded during the transferor's life to be ineffective.

(8) LIMITATIONS.

(a) A co-owner of real property may execute a transfer on death instrument only if the co-owner owns the real property as a tenant in common and only as to that owner's ownership interest. A transfer on death instrument by one

tenant in common does not affect the interest of any other co-owner.

(b) A community property interest may not be transferred by a transfer on death instrument.

(c) A joint owner of real property owned in joint tenancy with rights of survivorship or tenancy by the entireties may not transfer real property by a transfer on death instrument.

(d) A guardian or conservator may not execute a transfer on death instrument on behalf of a ward unless authorized by court order.

(e) An agent under a power of attorney may not execute a transfer on death instrument on behalf of a principal unless the power of attorney expressly grants the power to create or change beneficiary designations in accordance with s. 709.2202.

(f) The recordation of a transfer on death instrument is not a current change in ownership for any purpose, including, but not limited to, transfer taxes under s. 201.02, any due-on-sale clause, any notice or disclosure requirements, or property owners or community association approval requirements.

(g) A transfer on death instrument is ineffective to transfer title to real property if, upon the death of the transferor, the real property described in that instrument was the protected homestead, as described in s. 731.201(33), of the transferor unless the transferor was not survived by a spouse or by a minor child or, if survived by a spouse but not a minor child:

1. The instrument transferred the transferor's entire interest in that real property to the surviving spouse of the transferor;
- or
2. The surviving spouse previously waived all rights in the transferor's protected homestead pursuant to s. 732.702, or

other applicable Florida law, or has joined in the instrument and waived his or her rights pursuant to 732.7025.

(9) REVOCATION.

(a) A transfer on death instrument can only be revoked as provided in this section.

(b) A transferor may revoke a transfer on death instrument as to some or all of the real property described in the transfer on death instrument by recording a deed conveying the real property to the transferor, to the transferor and beneficiaries, or to any third party.

(c) If a transfer on death instrument is made by more than one transferor as to real property owned as tenants in common, revocation by a transferor does not affect the transfer on death instrument as to the interests of another transferor.

(d) The designation of the transferor's spouse as a beneficiary in a transfer on death instrument is automatically revoked upon the dissolution of the transferor's marriage to the spouse, unless otherwise specified in the transfer on death instrument. If the transferor and the former spouse remarry, the expectancy interest in favor of the former spouse in a prior transfer on death instrument is not revived.

(e) The provisions of s. 732.802 and s. 732.8031 apply to any beneficiary.

(10) DISCLAIMER. A beneficiary may disclaim all or a part of any interest in the real property described in a transfer on death instrument in accordance with s.739.101, et seq..

(11) EFFECT OF A TRANSFER ON DEATH INSTRUMENT DURING THE TRANSFEROR'S LIFE AND AT DEATH.

(a) Without limitation, during the transferor's life, a transfer on death instrument does not have any effect and does not:

1. Affect any interest or right of the transferor or any other owner, including the right to transfer or encumber the real property.

2. Create any interest or right of a beneficiary in the real property, even if the beneficiary has actual or constructive notice of the transfer on death instrument.

3. Affect any interest or right of a creditor, whether secured, unsecured, current or future, even if the creditor has actual or constructive notice of the transfer on death instrument.

4. Affect the transferor's or beneficiary's eligibility for any form of public assistance.

5. Create a legal or equitable interest in the beneficiary.

6. Subject the real property to claims or process of a creditor of a beneficiary.

(b) At the death of the transferor:

1. Title to the transferor's interest in the real property described in a transfer on death instrument vests in the beneficiary or beneficiaries who survive the transferor, by operation of law, subject to subsection 12(c).

2. The interest of a beneficiary in the real property described in a transfer on death instrument is contingent on the beneficiary surviving the transferor.

3. If the primary beneficiary fails to survive the transferor and an alternative beneficiary is named in the transfer on death instrument, the transferor's interest in the real property described in a transfer on death instrument vests in the alternative beneficiary.

4. If beneficiaries are designated by terms indicating a class and any individual in the class fails to survive the transferor, then transferor's interest in the real property vests in the surviving beneficiaries in the class in equal shares.

5. If no beneficiary survives the transferor, the real property shall pass as provided by the Florida Probate Code.

(c) If more than one beneficiary is designated and the type of tenancy is not specified, multiple beneficiaries shall take in accordance with s. 689.15.

(12) RIGHTS OF CREDITORS.

(a) During the transferor's life, creditors of the transferor have whatever rights with respect to the real property as the creditors would have if the transferor had not executed a transfer on death instrument.

(b) During the transferor's lifetime, the interest of a beneficiary is an unvested expectancy interest, and the beneficiary's creditors or spouse have no rights to the real property.

(c) Upon the death of the transferor, the beneficiary is personally liable for the expenses of the administration and obligations of the transferor's estate to the extent the transferor's probate estate and any trust described in s. 733.707(3) are insufficient to pay them as provided in s. 733.607(2), but only to the extent of the value of the real property received by the beneficiary under the transfer on death instrument, subject to the following:

1. For purposes of the constitutional exemption from creditor claims for protected homestead, a transfer on death instrument shall be treated as a devise which may qualify as protected homestead as defined under s.

731.201(33). A determination of the protected status of the property transferred may be obtained in a proceeding under the Florida Probate Code or ch. 86, Florida Statutes.

2. In calculating the beneficiary's share of liability, the abatement rules provided in the Florida Probate Code shall be applied, and the property received by the beneficiary pursuant to the transfer on death instrument shall be treated as if it were property specifically devised by the decedent's will.

3. The value of the property received by the beneficiary pursuant to the transfer on death instrument shall be the fair market value of the property at the time of the transferor's death, less the amount of any liens and encumbrances on the property at the time of the transferor's death.

4. The personal representative shall certify in writing the amount that must be paid to the estate by serving the beneficiary with a written statement of liability in the manner provided for formal notice as provided under the Florida Probate Rules.

5. The beneficiary is personally liable to the estate for the amount specified in the statement of liability. Any amount that the beneficiary has paid toward the expenses of the administration and obligations of the transferor's estate shall be credited against the amount that the beneficiary owes the estate under this section.

6. If the beneficiary under a transfer on death instrument is the trustee of the transferor's revocable trust, as described in s. 733.707(3), and the trustee has distributed the property in accordance with the terms of the trust, then the beneficiaries of the trust who received the

distribution shall be treated as the beneficiaries who are subject to liability under this section.

7. On or before the expiration of 90 days from the service of the written statement of liability, the beneficiary may file a written objection to the amount of the reimbursement or liability. If an objection is filed, either the personal representative or the beneficiary may petition the court for an order determining the amount of the reimbursement or liability in a proceeding governed by the Florida Probate Code and the Florida Probate Rules. If no objection is filed within the time permitted, the written statement of liability shall be binding and enforceable against the beneficiary.

8. Nothing in this subsection shall entitle an unsecured creditor of the deceased transferor to claim or assert a lien against the property transferred by a transfer on death instrument. Bona fide purchasers and lenders for value who purchase from, or lend to, a beneficiary under a transfer on death instrument take title free and clear of all unsecured claims against the deceased transferor's estate, whether probate proceedings have been initiated or not.

9. An unsecured creditor of the deceased transferor may only enforce its claim against the decedent's estate in a proceeding governed by the Florida Probate Code and the Florida Probate Rules.

(d) This section shall not be construed to prevent the enforcement of:

1. Mortgages, security interests, or liens perfected during the transferor's life and encumbering the specific real property described in the transfer on death instrument.

2. Judgment liens against non-homestead real property for which execution or other process had issued against the real property during the transferor's lifetime.

(13) FORM OF TRANSFER ON DEATH INSTRUMENT PRESCRIBED. A transfer on death instrument must be in a form substantially similar to the following:

TRANSFER ON DEATH INSTRUMENT

(Florida Statute Sec. 689.30)

THIS INSTRUMENT MUST BE EXECUTED WITH THE FORMALITIES REQUIRED BY S. 689.01, ACKNOWLEDGED AS REQUIRED BY S. 695.03, AND RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY IN WHICH THE REAL PROPERTY IS LOCATED PRIOR TO THE DEATH OF THE TRANSFEROR.

This transfer on death instrument, executed this ___ day of _____, _____, by _____ ("Transferor"), transfers the following described real property located in _____ County, Florida:

[insert property address, property appraiser's parcel identification number, and legal description of the Property or attach Exhibit A if more space is needed] upon the death of the Transferor, without payment of consideration and without warranties, to _____ ("Beneficiary") in accordance with Sec. 689.30, F.S.

733.607 Possession of estate.

(3) If, after application of subsection 2, the assets of the decedent's estate and any trusts described in 733.707(3) are insufficient to pay the expenses of the administration and obligations of the decedent's estate, the personal representative is entitled to payment from any beneficiary of real property under a transfer on death instrument in the amount the personal representative certifies in writing in a written statement of liability to

be required to satisfy the insufficiency, as provided s.
689.30(12)(c). The provisions of s. 733.805 shall apply in
determining the amount of any payment required by this
section.

733.707 Order of payment of expenses and obligations.
(4) The beneficiary of real property transferred at the
decedent's death by a transfer on death instrument is
liable for the expenses of the administration and
obligations of the decedent's estate to the extent the
decedent's estate and any trust described in subsection (3)
are insufficient to pay them as provided in ss. 733.607(3)
and s. 689.30(12)(c).

744.441 Powers of guardian upon court approval.
After obtaining approval of the court pursuant to a
petition for authorization to act, a plenary guardian of
the property, or a limited guardian of the property within
the powers granted by the order appointing the guardian or
an approved annual or amended guardianship report, may do
all of the following:
(23) Execute a transfer on death instrument as set forth in
chapter 689.

732.2035 Property entering into elective estate.
Except as provided in s. 732.2045, the elective estate
consists of the sum of the values as determined under s.
732.2055 of the following property interests:
(5) That portion of property, other than property described
in subsections (2), ~~and~~ (3) and (10), transferred by the
decedent to the extent that at the time of the decedent's
death the transfer was revocable by the decedent alone or

in conjunction with any other person. This subsection does not apply to a transfer that is revocable by the decedent only with the consent of all persons having a beneficial interest in the property.

(10) Interests transferred pursuant to a revocable transfer of an interest in real property, including a transfer described in the Florida Real Property Transfer on Death Act.

~~(1011)~~ Property transferred in satisfaction of the elective share.

732.7025 Waiver of homestead rights through deed or transfer on death instrument.

(1) A spouse waives his or her rights as a surviving spouse with respect to the devise restrictions under s. 4(c), Art. X of the State Constitution if the following or substantially similar language is included in a deed or a transfer on death instrument described in the Florida Real Property Transfer on Death Act:

"By executing or joining this [deed / transfer on death instrument], I intend to waive homestead rights that would otherwise prevent my spouse from devising the homestead property described in this [deed / transfer on death instrument] to someone other than me."

Section 2. This act shall take effect January 1, 2027.

Rev. 20240901 Coral Gables 2024

Line #	Proposed Florida Legislation as Drafted	Alternative Proposal (Comments set forth in footnotes)	Committee Vote/Action	Note
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2-9	An Act providing for a revocable transfer on death deed; providing definitions; providing that a transferor may record a deed during transferor's lifetime that will convey real property to the beneficiary upon transferor's death; providing that the transferor will retain fee simple title with the right to revoke the beneficiary's expectancy interest; addressing creditors' rights; providing construction; prescribing the form of revocable transfer on death deed; providing an effective date.		An Act providing for a transfer on death instrument; providing definitions; providing that a transferor may record a written instrument during transferor's lifetime that will convey real property to the beneficiary upon transferor's death; providing that the transferor will retain fee simple title with the right to revoke the beneficiary's expectancy interest; addressing creditors' rights; providing construction; prescribing the form of transfer on death instrument; providing an effective date.	1
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Line #	Proposed Florida Legislation as Drafted	Alternative Proposal (Comments set forth in footnotes)	Committee Vote/Action	Note
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10-12	Be it Enacted by the Legislature of the State of Florida: Section 1. Section 689.30, Florida Statutes, is created to read:			
14	689.30 Florida Revocable Transfer on Death Deed Act		689.30 The Florida Real Property Transfer on Death Act	^{2, 3}
15	(1) SHORT TITLE. - This section may be cited as the "Florida Revocable Transfer on Death Deed Act."		(1) SHORT TITLE. - This section may be cited as the "Florida Real Property Transfer on Death Act."	⁴
17-19	(2) DEFINITIONS. - For all purposes of this Act, the singular includes the plural and the plural includes the singular. As	(2) DEFINITIONS. For all purposes of this Act, the singular includes the plural and the plural includes the	(2) DEFINITIONS. As used in this Act, the term:	⁵

Line #	Proposed Florida Legislation as Drafted	Alternative Proposal (Comments set forth in footnotes)	Committee Vote/Action	Note
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	used in this Act, the term:	singular. As used in this Act, the term:		
20-21	(a) "Beneficiary" means any individual, trustee, or entity named as the beneficiary in a revocable transfer on death deed.	(No comment)	(a) "Beneficiary" means any individual, trustee, or entity named as the beneficiary in a transfer on death instrument.	^{6, 7}
22-23	(b) "Expectancy Interest" is the interest that a beneficiary takes by a revocable transfer on death deed.	(b) "Expectancy <u>Interest</u> is <u>means</u> the interest that a beneficiary takes by a revocable transfer on death deed.	(b) "Expectancy interest" means the interest that a beneficiary takes by a transfer on death instrument.	^{8, 9}
24-26	(c) "Real Property" means any freehold interest in land, a condominium parcel as defined in s. 718.103(12), or a cooperative parcel as	(c) "Real Property <u>property</u> " means any freehold interest in land, a condominium parcel as defined in s. 718.103(12), or a	(c) "Real property" means any freehold interest in land, a condominium parcel as defined in s. 718.103(12), or a cooperative parcel as	¹⁰

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	defined in s. 719.103(14).	cooperative parcel as defined in s. 719.103(14).	defined in s. 719.103(14).	
27-28	(d) "Revocable Transfer on Death Deed" means a deed authorized by this Act.	(d) "Revocable Transfer <u>transfer</u> on Death <u>death</u> Deed <u>deed</u> " means a deed authorized by this Act.	(d) "Transfer on death instrument" means an instrument authorized by this Act.	^{11, 12}
29-31	(e) "Transferor" means a natural person who owns real property in an individual capacity and who makes a revocable transfer on death deed.	(e) "Transferor" means a natural person who owns real property in an individual capacity and who makes <u>executes and records</u> a revocable transfer on death deed.	(e) "Transferor" means a natural person who owns a present interest in real property in an individual capacity and who executes and records a transfer on death instrument.	^{13, 14, 15, 16, 17, 18}
32-33	(3) APPLICABILITY. This Act applies to revocable transfer on death deeds recorded after the effective date of this		(3) APPLICABILITY. This Act applies to transfer on death instruments recorded after the effective date of this Act.	¹⁹

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	Act.			
35- 36	(4) NONEXCLUSIVITY. This Act does not affect any other method of transferring real property.			
37	(5) REVOCABLE TRANSFER ON DEATH DEED AUTHORIZED.	(5) <u>AUTHORITY FOR</u> REVOCABLE TRANSFER ON DEATH DEED AUTHORIZED .	(5) AUTHORITY FOR TRANSFER ON DEATH INSTRUMENT.	20, 21, 22
38- 40	(a) An individual may transfer real property to one or more beneficiaries effective at the transferor's death by recording a revocable transfer on death deed.	(a) An individual <u>A natural person</u> may transfer real property to one or more beneficiaries, <u>to only</u> effective at the transferor's death, <u>by</u> recording a revocable	(a) A natural person may transfer real property to one or more beneficiaries, to be effective only at the transferor's death, by recording a transfer on death instrument.	23, 24, 25

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		transfer on death deed.		
41-42	(b) A revocable transfer on death deed must be in a form substantially similar to that set forth in s. 689.30(13).	(b) A revocable transfer on death deed must <u>may</u> be in a form substantially similar to that set forth in s. 689.30(13).	(b) A transfer on death instrument must be in a form substantially similar to that set forth in s. 689.30(13).	^{26, 27,} 28
43	(6) EXECUTION AND RECORDATION.			
44-46	(a) A revocable transfer on death deed must be executed with the formalities required by s. 689.01 and acknowledged as required by s. 695.03.	(a) A revocable transfer on death deed must be executed <u>by the transferor</u> with the formalities required by s. 689.01 and acknowledged as required by s. 695.03.	(a) A transfer on death instrument must be executed by the transferor with the formalities required by s. 689.01 and acknowledged as required by s. 695.03.	^{29, 30}

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47-49	(b) A revocable transfer on death deed must be recorded according to law prior to the death of the transferor or it is of no force and effect.	(b) A revocable transfer on death deed must be recorded according to law prior to the death of the transferor or it is of no force and effect.	(b) A transfer on death instrument must be recorded in accordance with s. 28.222(2) prior to the death of the transferor or it is of no force and effect.	31, 32, 33, 34
50-54	(7) NOTICE, DELIVERY, ACCEPTANCE, CONSIDERATION NOT REQUIRED. A revocable transfer on death deed recorded during the transferor's life is effective without notice to, delivery to,	(7) NOTICE, DELIVERY, ACCEPTANCE, CONSIDERATION NOT REQUIRED. A revocable transfer on death deed recorded during the transferor's life is effective without notice	(7) NOTICE, DELIVERY, ACCEPTANCE, CONSIDERATION NOT REQUIRED. Lack of notice to, delivery to, acceptance by, or consideration from the beneficiary will not cause a transfer on death	35, 36, 37

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	acceptance by, or consideration from the beneficiary.	to, delivery to, acceptance by, or consideration from the beneficiary <u>Lack of notice to, delivery to, acceptance by, or consideration from the beneficiary will not cause a revocable transfer on death deed recorded during the transferor's life to be ineffective.</u>	instrument recorded during the transferor's life to be ineffective.	
55	(8) LIMITATIONS.			
56-61	(a) A co-owner of real property may execute a revocable transfer on death deed only if the co-owner owns the real property as a tenant in	(a) A co-owner of real property may execute a revocable transfer on death deed only if the co-owner owns the real property as a tenant in	(a) A co-owner of real property may execute a transfer on death instrument only if the co-owner owns the real property as a tenant in	38, 39, 40, 41

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	common and only as to that individual's share. A revocable transfer on death deed by one tenant in common does not affect the interests of any other co-owner.	common and only as to that individual's share <u>co-owner's ownership interest</u> . A revocable transfer on death deed by one tenant in common does not affect the interests of any other co-owner.	common and only as to that owner's ownership interest. A transfer on death instrument by one tenant in common does not affect the interest of any other co-owner.	
New		<u>(b) A community property interest may not be transferred by a revocable transfer on death deed.</u>	(b) A community property interest may not be transferred by a transfer on death instrument.	42, 43
New		<u>(c) A joint owner of real property owned in joint tenancy with rights of survivorship or tenancy by the entirety may not transfer real property by a revocable transfer on</u>	(c) A joint owner of real property owned in joint tenancy with rights of survivorship or tenancy by the entirety may not transfer real property by a transfer on death	44, 45, 46

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		<u>death deed.</u>	instrument.	
62-64	(b) A guardian or conservator may not execute a revocable transfer on death deed on behalf of a ward unless authorized by court order.	(b) (d) A guardian or conservator may not execute a revocable transfer on death deed on behalf of a ward unless authorized by court order.	(d) A guardian or conservator may not execute a transfer on death instrument on behalf of a ward unless authorized by court order.	47, 48
66-69	(c) An agent under a power of attorney may not execute a revocable transfer on death deed on behalf of a principal unless the power of attorney expressly grants the power to create or change beneficiary designations in accordance with s. 709.2202.	(c) (e) An agent under a power of attorney may not execute a revocable transfer on death deed on behalf of a principal unless the power of attorney expressly grants the power to create or change beneficiary designations in <u>a revocable transfer on death deed in</u>	(e) An agent under a power of attorney may not execute a transfer on death instrument on behalf of a principal unless the power of attorney expressly grants the power to create or change beneficiary designations in accordance with s. 709.2202.	49, 50

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		accordance with s. 709.2202.		
70-74	(d) The recordation of a revocable transfer on death deed is not a change in ownership for any purpose, including, but not limited to, transfer taxes under s. 02, any due-on-sale clause, any notice or disclosure requirements, or property owners or community association approval requirements.	(d) (f) The recordation of a revocable transfer on death deed is not a <u>current</u> change in ownership for any purpose, including, but not limited to, transfer taxes under s. 201.02, any due-on-sale clause, any notice or disclosure requirements, or property owners or community association approval requirements.	(f) The recordation of a transfer on death instrument is not a current change in ownership for any purpose, including, but not limited to, transfer taxes under s. 201.02, any due-on-sale clause, any notice or disclosure requirements, or property owners or community association approval requirements.	51, 52, 53
75-90	(e) If the transferor has executed a revocable transfer on death deed describing real property	<u>(g) A revocable transfer on death instrument is ineffective to transfer title to real property</u>	(g) A revocable transfer on death instrument is ineffective to transfer	54, 55, 56, 57

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	<p>that is the transferor's homestead at the time of the transferor's death, then consistent with the protections in Article X, s. 4 of the Florida Constitution:</p> <p>(i) if the transferor is survived by a minor child, the revocable transfer on death deed is void.</p> <p>(ii) if the transferor is not survived by a minor child, but is survived by a spouse, the revocable transfer on death deed is valid if:</p> <p>(A) the revocable transfer on death deed</p>	<p><u>if, upon the death of the transferor, the real property described in that instrument was the protected homestead, as described in s. 731.201(33), of the transferor unless the transferor was not survived by a spouse or by a minor child or, if survived by a spouse but not a minor child:</u></p> <p><u>(i) the instrument transferred the transferor's entire interest in that real property to the surviving spouse of the transferor, or</u></p>	<p>title to real property if, upon the death of the transferor, the real property described in that instrument was the protected homestead, as described in s. 731.201(33), of the transferor unless the transferor was not survived by a spouse or by a minor child or, if survived by a spouse but not a minor child:</p> <p>(i) the instrument transferred the transferor's entire interest in that real property to the surviving spouse of the transferor,</p>	
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	<p>gives the surviving spouse the equivalent of a fee simple interest in the entire interest held by the transferor at the time of the transferor's death; or</p> <p>(B) the surviving spouse waived his or her rights to the transferor's homestead residence at death pursuant to s. 732.702 or 732.7025 or other applicable Florida law.</p>	<p><u>(ii) the surviving spouse previously waived all rights in the transferor's protected homestead pursuant to s. 732.702, or other applicable Florida law, or has joined in the instrument and waived his or her rights pursuant to 732.7025.</u></p>	<p>or</p> <p>(ii) the surviving spouse previously waived all rights in the transferor's protected homestead pursuant to s. 732.702, or other applicable Florida law, or has joined in the instrument and waived his or her rights pursuant to 732.7025.</p>	
91	(9) REVOCATION.			
92-93	(a) A revocable transfer on death deed can only be revoked as provided in		(a) a transfer on death instrument can only be revoked as provided in	58

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	this section.		this section.	
94-98	(b) A transferor may revoke a revocable transfer on death deed as to some or all of the real property described in the revocable transfer on death deed by recording a deed conveying the real property to the transferor, to the transferor and beneficiaries, or to any third party.	(b) A transferor may revoke a revocable transfer on death deed as to some or all of the real property described in the revocable transfer on death deed by recording a deed conveying the real property to the transferor, to the transferor and beneficiaries, or to any third party.	(b) A transferor may revoke a transfer on death instrument as to some or all of the real property described in the transfer on death instrument by recording a deed conveying the real property to the transferor, to the transferor and beneficiaries, or to any third party.	59, 60, 61, 62
New		<u>(c) If a revocable transfer on death deed is made by more than one transferor as to real</u>	(c) If a transfer on death instrument is made by more than one transferor as to real property owned as tenants in common,	63, 64, 65

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		<u>property owned as</u> <u>tenants in common,</u> <u>revocation by a</u> <u>transferor does not</u> <u>affect the deed as to the</u> <u>interests of another</u> <u>transferor.</u>	revocation by a transferor does not affect the transfer on death instrument as to the interests of another transferor.	
99-106	(c) The designation of the transferor's spouse as a beneficiary in a revocable transfer on death deed is automatically revoked upon the dissolution of the transferor's marriage to the spouse, unless otherwise specified in the revocable transfer on	(e) (d) The designation of the transferor's spouse as a beneficiary in a revocable transfer on death deed is automatically revoked upon the dissolution of the transferor's marriage to the <u>that</u> spouse, unless otherwise specified in the	(d) The designation of the transferor's spouse as a beneficiary in a transfer on death instrument is automatically revoked upon the dissolution of the transferor's marriage to that spouse, unless otherwise specified in the transfer on death	66, 67, 68

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	death deed. If the transferor and the former spouse remarry, the expectancy interest in favor of the former spouse in a prior revocable transfer on death deed is not revived.	revocable transfer on death deed. If the transferor and the former spouse remarry, the expectancy interest in favor of the former spouse in a prior revocable transfer on death deed is not revived.	instrument. If the transferor and the former spouse remarry, the expectancy interest in favor of the former spouse in a prior transfer on death instrument is not revived.	
107-110	(d) A beneficiary of a revocable transfer-on-death deed is entitled to the benefits pursuant to s. 732.606.	(d) A beneficiary of a revocable transfer-on-death deed is entitled to the benefits pursuant to s. 732.606.	Alt 9(d) strikethrough approved	69
109	(e) The provisions of s. 732.802 and s. 732.8031		(e) The provisions of s. 732.802 and s. 732.8031 apply to any beneficiary.	

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	apply to any beneficiary.			
112	(10) DISCLAIMER. A beneficiary may disclaim all or a part of any interest in the real property described in a revocable transfer on death deed in accordance with s.739.101, et seq.		(10) DISCLAIMER. A beneficiary may disclaim all or a part of any interest in the real property described in a transfer on death instrument in accordance with s.739.101, et seq.	70, 71, 72, 73, 74
115	(11) EFFECT OF A REVOCABLE TRANSFER ON DEATH DEED DURING THE TRANSFEROR'S LIFE AND AT DEATH.		(11) EFFECT OF A TRANSFER ON DEATH INSTRUMENT DURING THE TRANSFEROR'S LIFE AND AT DEATH.	75
117	(a) During the transferor's life, a revocable transfer on death deed does not:	(a) <u>Without limitation,</u> During <u>during</u> the transferor's life, a revocable transfer on death deed does not <u>have</u>	(a) Without limitation, during the transferor's life, a transfer on death instrument does not have	76, 77, 78, 79, 80, 81, 82, 83, 84

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	<p>(i) affect any interest or right of the transferor or any other owner, including the right to transfer or encumber the real property;</p> <p>(ii) create or affect an interest or right of a beneficiary in the real property, even if the beneficiary has actual or constructive notice of the revocable transfer on death deed;</p> <p>(iii) affect an interest or right of a secured or unsecured creditor or future creditor of the</p>	<p><u>any effect and does not:</u></p> <p>(i) affect any interest or right of the transferor or any other owner, including the right to transfer or encumber the real property;</p> <p>(ii) create or affect an <u>any</u> interest or right of a beneficiary in the real property, even if the beneficiary has actual or constructive notice of the revocable transfer on death deed;</p> <p>(iii) affect an any interest or right of a secured or unsecured creditor, <u>whether</u></p>	<p>any effect and does not:</p> <p>(i) affect any interest or right of the transferor or any other owner, including the right to transfer or encumber the real property;</p> <p>(ii) create any interest or right of a beneficiary in the real property, even if the beneficiary has actual or constructive notice of the transfer on death instrument;</p> <p>(iii) affect any interest or right of a creditor, whether secured, unsecured, current or</p>	
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	<p>transferor, even if the creditor has actual or constructive notice of the revocable transfer on death deed;</p> <p>(iv) affect the transferor's or beneficiary's eligibility for any form of public assistance, or create a legal or equitable interest in favor of the beneficiary for purposes of determining eligibility for public assistance; or</p>	<p><u>secured, unsecured, current or future, or</u> future creditor of the transferor, even if the creditor has actual or constructive notice of the revocable transfer on death deed;</p> <p>(iv) affect the transferor's or beneficiary's eligibility for any form of public assistance, <u>or</u> create a legal or equitable interest in favor of the beneficiary for purposes of determining eligibility for public assistance;</p>	<p>future, even if the creditor has actual or constructive notice of the transfer on death instrument;</p> <p>(iv) affect the transferor's or beneficiary's eligibility for any form of public assistance;</p> <p>(v) create a legal or equitable interest in the beneficiary; or</p> <p>(vi) subject the real property to claims or process of a creditor of a beneficiary.</p>	
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	(v) subject the real property to claims or process of a creditor of a beneficiary.	or (v) <u>create a legal or equitable interest in the beneficiary; or</u> (vi) subject the real property to claims or process of a creditor of a beneficiary.		
136	(b) At the death of the transferor, the real property described in a revocable transfer on death deed vests in the beneficiary by operation of law, and, once vested in the beneficiary, is not subject to administration in the estate of the transferor.	(b) At the death of the transferor, the real property described in a revocable transfer on death deed vests in the beneficiary by operation of law, and, once vested in the beneficiary, is not subject to administration in the estate of the	(b) At the death of the transferor:	85, 86, 87, 88, 89

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		<p>transferor.</p> <p><u>(i) title to the transferor's interest in the real property described in a revocable transfer on death deed vests in the beneficiary or beneficiaries who survive the transferor, by operation of law, subject to subsection 12(c);</u></p> <p><u>(ii) the interest of a beneficiary in the real property described in a revocable transfer on death deed is contingent on the beneficiary surviving the</u></p>	<p>(i) title to the transferor's interest in the real property described in a transfer on death instrument vests in the beneficiary or beneficiaries who survive the transferor, by operation of law, subject to subsection 12(c);</p> <p>(ii) the interest of a beneficiary in the real property described in a transfer on death instrument is contingent on the beneficiary surviving the transferor.</p> <p>(iii) if the primary beneficiary fails to survive the transferor</p>	
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		<p><u>transferor.</u></p> <p><u>(iii) if the primary beneficiary fails to survive the transferor and an alternative beneficiary is named in the revocable transfer on death deed, the transferor's interest in the real property described in a revocable transfer on death deed vests in the alternative beneficiary.</u></p> <p><u>(iv) if beneficiaries are designated by terms indicating a class and</u></p>	<p>and an alternative beneficiary is named in the transfer on death instrument, the transferor's interest in the real property described in a transfer on death instrument vests in the alternative beneficiary.</p> <p><u>(iv) if beneficiaries are designated by terms indicating a class and any individual in the class fails to survive the transferor, then transferor's interest in the real property vests in the surviving beneficiaries in the class in equal shares.</u></p>	
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		<u>any individual in the class fails to survive the transferor, then transferor's interest in the real property vests in the surviving beneficiaries in the class in equal shares.</u> <u>(v) if no beneficiary survives the transferor, the real property shall pass as provided by the Florida Probate Code.</u>	(v) if no beneficiary survives the transferor, the real property shall pass as provided by the Florida Probate Code.	
141	(c) A transferor may designate any individual, entity, or trustee of any trust as a beneficiary, or as an alternate	(c) A transferor may designate any individual, entity, or trustee of any trust as a beneficiary, or as an	Alt 11(c) strikethrough approved.	90

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	<p>beneficiary. Unless otherwise specified in the revocable transfer on death deed, upon the death of the transferor:</p> <p>(i) if the primary beneficiary fails to survive the transferor and no alternate beneficiary is named, the primary beneficiary's interest in the real property shall pass by representation per stirpes to the descendants of the primary beneficiary;</p> <p>(ii) if the primary beneficiary fails to survive the transferor</p>	<p>alternate beneficiary.—</p> <p>Unless otherwise specified in the revocable transfer on death deed, upon the death of the transferor:</p> <p>(i) if the primary beneficiary fails to survive the transferor and no alternate beneficiary is named, the primary beneficiary's interest in the real property shall pass by representation per stirpes to the descendants of the primary beneficiary;</p>		
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	<p>and an alternate beneficiary is named who also fails to survive the transferor, the alternate beneficiary's interest in the real property shall pass by representation per stirpes to the descendants of the alternate beneficiary, or to the descendants of the primary beneficiary if the alternate beneficiary has no descendants;</p> <p>(iii) if the primary and alternate beneficiaries fail to survive the transferor leaving no descendants, the real property shall pass as provided in the Florida</p>	<p>(ii) if the primary beneficiary fails to survive the transferor and an alternate beneficiary is named who also fails to survive the transferor, the alternate beneficiary's interest in the real property shall pass by representation per stirpes to the descendants of the alternate beneficiary, or to the descendants of the primary beneficiary if the alternate beneficiary has no descendants;</p> <p>(iii) if the primary and alternate beneficiaries</p>		
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	<p>Probate Code; or</p> <p>(iv) if beneficiaries are designated by terms indicating a class, then the descendants of any beneficiary who fails to survive the transferor shall take that beneficiary's interest in the real property by representation per stirpes.</p>	<p>fail to survive the transferor leaving no descendants, the real property shall pass as provided in the Florida Probate Code; or</p> <p>(iv) if beneficiaries are designated by terms indicating a class, then the descendants of any beneficiary who fails to survive the transferor shall take that beneficiary's interest in the real property by representation per stirpes.</p>		
167	<p>.. (d) If more than one beneficiary is designated and the type of tenancy</p>		<p>(c) If more than one beneficiary is designated and the type of tenancy</p>	

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	is not specified, multiple beneficiaries shall take in accordance with s. 689.15.		is not specified, multiple beneficiaries shall take in accordance with s. 689.15.	
170	(12) RIGHTS OF CREDITORS. (a) During the life of the transferor, creditors of the transferor have whatever rights to attach the real property as they would have if the transferor had not executed a revocable transfer on death deed.	(12) RIGHTS OF CREDITORS. (a) During the life of the transferor <u>transferor's life</u> , creditors of the transferor have whatever rights to attach <u>with respect to</u> the real property as they <u>the creditors</u> would have if the transferor had not executed a revocable transfer on death deed.	(12) RIGHTS OF CREDITORS. (a) During the transferor's life, creditors of the transferor have whatever rights with respect to the real property as the creditors would have if the transferor had not executed a transfer on death instrument. (b) During the transferor's lifetime, the interest of a beneficiary is an unvested expectancy	92
175	(b) During the transferor's lifetime, the interest of a			

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	<p>beneficiary is a mere expectancy interest, and the beneficiary's creditors have no rights to the real property.</p> <p>(c) This section shall not be construed to prevent the enforcement of</p> <p>(i) mortgages, security interests, or liens perfected during the transferor's life and encumbering the specific real property described in the revocable transfer on death deed, or</p> <p>(ii) judgement liens</p>	<p>(b) During the transferor's lifetime, the interest of a beneficiary is a mere <u>an unvested</u> expectancy interest, and the beneficiary's creditors <u>or spouse</u>⁹¹ have no rights to the real property.</p> <p><u>(c) Upon the death of the transferor, the beneficiary is personally liable for the expenses of the administration and obligations of the transferor's estate to the extent the transferor's probate</u></p>	<p>interest, and the beneficiary's creditors or spouse have no rights to the real property.</p> <p>(c) Upon the death of the transferor, the beneficiary is personally liable for the expenses of the administration and obligations of the transferor's estate to the extent the transferor's probate estate and any trust described in s. 733.707(3) are insufficient to pay them as provided in s. 733.607(2), but only to the extent of the value of the real property</p>	
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179	against non-homestead real property for which execution or other process had issued against the real property during the transferor's lifetime.	<u>estate and any trust described in s. 733.707(3) are insufficient to pay them as provided in s. 733.607(2), but only to the extent of the value of the real property received by the beneficiary under the revocable transfer on death deed, subject to the following:</u> <u>(i) For purposes of the constitutional exemption from creditor claims for protected homestead, a revocable transfer on death deed shall be treated as a</u>	received by the beneficiary under the transfer on death instrument, subject to the following: (i) For purposes of the constitutional exemption from creditor claims for protected homestead, a transfer on death instrument shall be treated as a devise which may qualify as protected homestead as defined under s. 731.201(33). A determination of the protected status of the property transferred may be obtained in a proceeding under the Florida Probate Code or	
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		<p><u>devise which may qualify as protected homestead as defined under s. 731.201(33). A determination of the protected status of the property transferred may be obtained in a proceeding under the Florida Probate Code or ch. 86, Florida Statutes.</u></p> <p><u>(ii) In calculating the beneficiary's share of liability, the abatement rules provided in the Florida Probate Code shall be applied, and the property received by</u></p>	<p>ch. 86, Florida Statutes.</p> <p>(ii) In calculating the beneficiary's share of liability, the abatement rules provided in the Florida Probate Code shall be applied, and the property received by the beneficiary pursuant to the transfer on death instrument shall be treated as if it were property specifically devised by the decedent's will.</p> <p>(iii) The value of the property received by the beneficiary pursuant to the transfer on death instrument shall be the</p>	
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		<p><u>the beneficiary pursuant to the revocable transfer on death deed shall be treated as if it were property specifically devised by the decedent's will.</u></p> <p><u>(iii) The value of the property received by the beneficiary pursuant to the revocable transfer on death deed shall be the fair market value of the property at the time of the transferor's death, less the amount of any liens and encumbrances</u></p>	<p>fair market value of the property at the time of the transferor's death, less the amount of any liens and encumbrances on the property at the time of the transferor's death.</p> <p>(iv) The personal representative shall certify in writing the amount that must be paid to the estate by serving the beneficiary with a written statement of liability in the manner provided for formal notice as provided under the Florida Probate Rules.</p>	
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		<p><u>on the property at the time of the transferor's death.</u></p> <p><u>(iv) The personal representative shall certify in writing the amount that must be paid to the estate by serving the beneficiary with a written statement of liability in the manner provided for formal notice as provided under the Florida Probate Rules.</u></p> <p><u>(v) The beneficiary is personally liable to the estate for the amount specified in the statement of liability.</u></p>	<p>(v) The beneficiary is personally liable to the estate for the amount specified in the statement of liability. Any amount that the beneficiary has paid toward the expenses of the administration and obligations of the transferor's estate shall be credited against the amount that the beneficiary owes the estate under this section.</p> <p>(vi) If the beneficiary under a transfer on death instrument is the trustee of the transferor's</p>	
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		<p><u>Any amount that the beneficiary has paid toward the expenses of the administration and obligations of the transferor's estate shall be credited against the amount that the beneficiary owes the estate under this section.</u></p> <p><u>(vi) If the beneficiary under a revocable transfer on death deed is the trustee of the transferor's revocable trust, as described in s. 733.707(3), and the trustee has distributed</u></p>	<p>revocable trust, as described in s. 733.707(3), and the trustee has distributed the property in accordance with the terms of the trust, then the beneficiaries of the trust who received the distribution shall be treated as the beneficiaries who are subject to liability under this section.</p> <p>(vii) On or before the expiration of 90 days from the service of the written statement of liability, the beneficiary may file a written objection to the</p>	
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		<p><u>the property in accordance with the terms of the trust, then the beneficiaries of the trust who received the distribution shall be treated as the beneficiaries who are subject to liability under this section.</u></p> <p><u>(vii) On or before the expiration of 90 days from the service of the written statement of liability, the beneficiary may file a written objection to the amount of the reimbursement or</u></p>	<p>amount of the reimbursement or liability. If an objection is filed, either the personal representative or the beneficiary may petition the court for an order determining the amount of the reimbursement or liability in a proceeding governed by the Florida Probate Code and the Florida Probate Rules. If no objection is filed within the time permitted, the written statement of liability shall be binding and enforceable against the beneficiary.</p>	
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		<u>liability. If an objection is filed, either the personal representative or the beneficiary may petition the court for an order determining the amount of the reimbursement or liability in a proceeding governed by the Florida Probate Code and the Florida Probate Rules. If no objection is filed within the time permitted, the written statement of liability shall be binding and enforceable against the beneficiary.</u>	(viii) Nothing in this subsection shall entitle an unsecured creditor of the deceased transferor to claim or assert a lien against the property transferred by a transfer on death instrument. Bona fide purchasers and lenders for value who purchase from, or lend to, a beneficiary under a transfer on death instrument take title free and clear of all unsecured claims against the deceased transferor's estate, whether probate proceedings have been initiated or not.	
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		<p><u>(viii) Nothing in this subsection shall entitle an unsecured creditor of the deceased transferor to claim or assert a lien against the property transferred by a revocable transfer on death deed. Bona purchasers and lenders for value who purchase from, or lend to, a beneficiary under a revocable transfer on death deed take title free and clear of all unsecured claims against the deceased transferor's estate,</u></p>	<p>(ix) An unsecured creditor of the deceased transferor may only enforce its claim against the decedent's estate in a proceeding governed by the Florida Probate Code and the Florida Probate Rules.</p> <p>(d) This section shall not be construed to prevent the enforcement of:</p> <p>(i) mortgages, security interests, or liens perfected during the transferor's life and encumbering the specific real property described in the transfer on death</p>	
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		<p><u>whether probate proceedings have been initiated or not.</u></p> <p><u>(ix) An unsecured creditor of the deceased transferor may only enforce its claim against the decedent's estate in a proceeding governed by the Florida Probate Code and the Florida Probate Rules.</u></p> <p><u>(d)</u> This section shall not be construed to prevent the enforcement of:</p> <p>(i) mortgages, security interests, or liens perfected during the</p>	<p>instrument; or</p> <p>(ii) judgment liens against non-homestead real property for which execution or other process had issued against the real property during the transferor's lifetime.</p>	

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		<p>transferor's life and encumbering the specific real property described in the revocable transfer on death deed, or</p> <p>(ii) judgment liens against non-homestead real property for which execution or other process had issued against the real property during the transferor's lifetime.</p>		
3.	(13) FORM OF REVOCABLE TRANSFER ON DEATH DEED PRESCRIBED. A revocable transfer on death deed	(13) FORM OF REVOCABLE TRANSFER ON DEATH DEED PRESCRIBED. A revocable transfer on death deed	(13) FORM OF TRANSFER ON DEATH INSTRUMENT PRESCRIBED. A transfer on death instrument must be	93

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	<p>must be in a form substantially similar to the following:</p> <p>REVOCABLE TRANSFER ON DEATH DEED</p> <p>(Florida Statute Sec. 689.30)</p> <p>THIS DEED MUST BE EXECUTED WITH THE FORMALITIES REQUIRED BY S. 689.01, ACKNOWLEDGED AS REQUIRED BY S. 695.03, AND RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY IN WHICH THE REAL PROPERTY IS LOCATED PRIOR TO THE DEATH OF THE TRANSFEROR.</p> <p>This Revocable Transfer on Death Deed, executed</p>	<p>must <u>may</u> be in a form substantially similar to the following:</p> <p>....</p>	<p>in a form substantially similar to the following:</p> <p>TRANSFER ON DEATH INSTRUMENT</p> <p>(Florida Statute Sec. 689.30)</p> <p>THIS INSTRUMENT MUST BE EXECUTED WITH THE FORMALITIES REQUIRED BY S. 689.01, ACKNOWLEDGED AS REQUIRED BY S. 695.03, AND RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY IN WHICH THE REAL PROPERTY IS LOCATED PRIOR TO THE DEATH OF THE TRANSFEROR.</p> <p>This Transfer on Death Instrument, executed this ____ day of _____,</p>	
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	<p>this __ day of _____, _____, by _____ ("Transferor"), transfers the following described real property located in _____ County, Florida:</p> <p>[insert property address, property appraiser's parcel identification number, and legal description of the Property or attach Exhibit A if more space is needed]</p> <p>upon the death of the Transferor, without payment of consideration and without warranties, to _____</p>		<p>_____, by _____ ("Transferor"), transfers the following described real property located in _____ County, Florida:</p> <p>[insert property address, property appraiser's parcel identification number, and legal description of the Property or attach Exhibit A if more space is needed]</p> <p>upon the death of the Transferor, without payment of consideration and without warranties, to _____ ("Beneficiary") in</p>	
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	("Beneficiary") in accordance with Sec. 689.30, F.S.		accordance with Sec. 689.30, F.S.	
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New		<p>733.607 Possession of estate.—</p> <p>(1) Except as otherwise provided by a decedent's will, every personal representative has a right to, and shall take possession or control of, the decedent's property, except the protected homestead, but any real property or tangible personal property may be left with, or surrendered</p>	<p>733.607 Possession of estate.—</p> <p>(1) Except as otherwise provided by a decedent's will, every personal representative has a right to, and shall take possession or control of, the decedent's property, except the protected homestead, but any real property or</p>	
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		to, the person presumptively entitled to it unless possession of the property by the personal representative will be necessary for purposes of administration. The request by a personal representative for delivery of any property possessed by a beneficiary is conclusive evidence that the possession of the property by the personal representative is necessary for the purposes of administration, in any action against the beneficiary for possession of it. The personal	tangible personal property may be left with, or surrendered to, the person presumptively entitled to it unless possession of the property by the personal representative will be necessary for purposes of administration. The request by a personal representative for delivery of any property possessed by a beneficiary is conclusive evidence that the possession of the property by	
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		<p>representative shall take all steps reasonably necessary for the management, protection, and preservation of the estate until distribution and may maintain an action to recover possession of property or to determine the title to it.</p> <p>(2) If, after providing for statutory entitlements and all devises other than residuary devises, the assets of the decedent's estate are insufficient to pay the expenses of the administration and obligations of the decedent's estate, the personal representative is</p>	<p>the personal representative is necessary for the purposes of administration, in any action against the beneficiary for possession of it. The personal representative shall take all steps reasonably necessary for the management, protection, and preservation of the estate until distribution and may maintain an action to recover possession of property or to determine the title</p>	
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		<p>entitled to payment from the trustee of a trust described in s. 733.707(3), in the amount the personal representative certifies in writing to be required to satisfy the insufficiency, subject to the exclusions and preferences under s. 736.05053. The provisions of s. 733.805 shall apply in determining the amount of any payment required by this section.</p> <p><u>(3) If, after application of subsection 2, the assets of the decedent's estate and any trusts described in</u></p>	<p>to it.</p> <p>(2) If, after providing for statutory entitlements and all devises other than residuary devises, the assets of the decedent's estate are insufficient to pay the expenses of the administration and obligations of the decedent's estate, the personal representative is entitled to payment from the trustee of a trust described in s. 733.707(3), in the amount the personal</p>	
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		<p><u>733.707(3) are</u> <u>insufficient to pay the</u> <u>expenses of the</u> <u>administration and</u> <u>obligations of the</u> <u>decedent's estate, the</u> <u>personal representative is</u> <u>entitled to payment from</u> <u>any beneficiary of real</u> <u>property under a revocable</u> <u>transfer on death deed in</u> <u>the amount the personal</u> <u>representative certifies</u> <u>in writing in a written</u> <u>statement of liability to</u> <u>be required to satisfy the</u> <u>insufficiency, as provided</u> <u>s. 689.30(12)(c). The</u> <u>provisions of s. 733.805</u> <u>shall apply in determining</u> <u>the amount of any payment</u></p>	<p>representative certifies in writing to be required to satisfy the insufficiency, subject to the exclusions and preferences under s. 736.05053. The provisions of s. 733.805 shall apply in determining the amount of any payment required by this section.</p> <p>(3) If, after application of subsection 2, the assets of the decedent's estate and any trusts described</p>	
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		<u>required by this section.</u>	in 733.707(3) are insufficient to pay the expenses of the administration and obligations of the decedent's estate, the personal representative is entitled to payment from any beneficiary of real property under a transfer on death instrument in the amount the personal representative certifies in writing in a written statement of liability to be required to satisfy	
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			the insufficiency, as provided s. 689.30(12)(c). The provisions of s. 733.805 shall apply in determining the amount of any payment required by this section.	
		<p>733.707 Order of payment of expenses and obligations.—</p> <p>(1) The personal representative shall pay the expenses of the administration and obligations of the decedent's estate in the following order:</p> <p>(a) Class 1.—Costs, expenses of</p>	<p>733.707 Order of payment of expenses and obligations.—</p> <p>(1) The personal representative shall pay the expenses of the administration and obligations of the decedent's estate in the following order:</p>	

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		<p>administration, and compensation of personal representatives and their attorneys fees and attorney's fees awarded under s. 733.106(3).</p> <p>(b) Class 2.—Reasonable funeral, interment, and grave marker expenses, whether paid by a guardian, the personal representative, or any other person, not to exceed the aggregate of \$6,000.</p> <p>(c) Class 3.—Debts and taxes with preference under federal law, claims pursuant to ss. 409.9101 and 414.28, and claims in favor of the state for</p>	<p>(a) Class 1.—Costs, expenses of administration, and compensation of personal representatives and their attorneys fees and attorney's fees awarded under s. 733.106(3).</p> <p>(b) Class 2.—Reasonable funeral, interment, and grave marker expenses, whether paid by a guardian, the personal representative, or any other person, not to exceed the</p>	
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		<p>unpaid court costs, fees, or fines.</p> <p>(d) Class 4.—Reasonable and necessary medical and hospital expenses of the last 60 days of the last illness of the decedent, including compensation of persons attending the decedent.</p> <p>(e) Class 5.—Family allowance.</p> <p>(f) Class 6.—Arrearage from court-ordered child support.</p> <p>(g) Class 7.—Debts acquired after death by the continuation of the decedent's business, in accordance with s. 733.612(22), but only to</p>	<p>aggregate of \$6,000.</p> <p>(c) Class 3.—Debts and taxes with preference under federal law, claims pursuant to ss. 409.9101 and 414.28, and claims in favor of the state for unpaid court costs, fees, or fines.</p> <p>(d) Class 4.—Reasonable and necessary medical and hospital expenses of the last 60 days of the last illness of the decedent, including compensation of</p>	
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		<p>the extent of the assets of that business.</p> <p>(h) Class 8.—All other claims, including those founded on judgments or decrees rendered against the decedent during the decedent's lifetime, and any excess over the sums allowed in paragraphs (b) and (d).</p> <p>(2) After paying any preceding class, if the estate is insufficient to pay all of the next succeeding class, the creditors of the latter class shall be paid ratably in proportion to their respective claims.</p> <p>(3) Any portion of a</p>	<p>persons attending the decedent.</p> <p>(e) Class 5.—Family allowance.</p> <p>(f) Class 6.—Arrearage from court-ordered child support.</p> <p>(g) Class 7.—Debts acquired after death by the continuation of the decedent's business, in accordance with s. 733.612(22), but only to the extent of the assets of that business.</p> <p>(h) Class 8.—All other claims,</p>	
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		<p>trust with respect to which a decedent who is the grantor has at the decedent's death a right of revocation, as defined in paragraph (e), either alone or in conjunction with any other person, is liable for the expenses of the administration and obligations of the decedent's estate to the extent the decedent's estate is insufficient to pay them as provided in ss. 733.607(2) and 736.05053.</p> <p>(a) For purposes of this subsection, any trusts established as part of, and all payments from,</p>	<p>including those founded on judgments or decrees rendered against the decedent during the decedent's lifetime, and any excess over the sums allowed in paragraphs (b) and (d).</p> <p>(2) After paying any preceding class, if the estate is insufficient to pay all of the next succeeding class, the creditors of the latter class shall be paid ratably in proportion to their respective claims.</p>	
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		<p>either an employee annuity described in s. 403 of the Internal Revenue Code of 1986, as amended, an Individual Retirement Account, as described in s. 408 of the Internal Revenue Code of 1986, as amended, a Keogh (HR-10) Plan, or a retirement or other plan established by a corporation which is qualified under s. 401 of the Internal Revenue Code of 1986, as amended, shall not be considered a trust over which the decedent has a right of revocation.</p> <p>(b) For purposes of this subsection, any trust described in s. 664 of the</p>	<p>(3) Any portion of a trust with respect to which a decedent who is the grantor has at the decedent's death a right of revocation, as defined in paragraph (e), either alone or in conjunction with any other person, is liable for the expenses of the administration and obligations of the decedent's estate to the extent the decedent's estate is insufficient to pay them as provided in ss. 733.607(2) and</p>	
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		<p>Internal Revenue Code of 1986, as amended, shall not be considered a trust over which the decedent has a right of revocation.</p> <p>(c) This subsection shall not impair any rights an individual has under a qualified domestic relations order as that term is defined in s. 414(p) of the Internal Revenue Code of 1986, as amended.</p> <p>(d) For purposes of this subsection, property held or received by a trust to the extent that the property would not have been subject to claims against the decedent's</p>	<p>736.05053.</p> <p>(a) For purposes of this subsection, any trusts established as part of, and all payments from, either an employee annuity described in s. 403 of the Internal Revenue Code of 1986, as amended, an Individual Retirement Account, as described in s. 408 of the Internal Revenue Code of 1986, as amended, a Keogh (HR-10) Plan, or a retirement or other plan established by a corporation which is</p>	
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		<p>estate if it had been paid directly to a trust created under the decedent's will or other than to the decedent's estate, or assets received from any trust other than a trust described in this subsection, shall not be deemed assets of the trust available to the decedent's estate.</p> <p>(e) For purposes of this subsection, a "right of revocation" is a power retained by the decedent, held in any capacity, to:</p> <ol style="list-style-type: none"> 1. Amend or revoke the trust and revest the principal of the trust in the decedent; or 	<p>qualified under s. 401 of the Internal Revenue Code of 1986, as amended, shall not be considered a trust over which the decedent has a right of revocation.</p> <p>(b) For purposes of this subsection, any trust described in s. 664 of the Internal Revenue Code of 1986, as amended, shall not be considered a trust over which the decedent has a right of revocation.</p> <p>(c) This subsection shall not impair any</p>	
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		<p>2. Withdraw or appoint the principal of the trust to or for the decedent's benefit.</p> <p><u>(4) The beneficiary of real property transferred at the decedent's death by a revocable transfer on death deed is liable for the expenses of the administration and obligations of the decedent's estate to the extent the decedent's estate and any trust described in subsection (3) is insufficient to pay them as provided in ss. 733.607(3) and s. 689.30(12)(c).</u></p>	<p>rights an individual has under a qualified domestic relations order as that term is defined in s. 414(p) of the Internal Revenue Code of 1986, as amended.</p> <p>(d) For purposes of this subsection, property held or received by a trust to the extent that the property would not have been subject to claims against the decedent's estate if it had been paid directly to a trust created under the decedent's will or</p>	
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			<p>other than to the decedent's estate, or assets received from any trust other than a trust described in this subsection, shall not be deemed assets of the trust available to the decedent's estate.</p> <p>(e) For purposes of this subsection, a "right of revocation" is a power retained by the decedent, held in any capacity, to:</p> <p>1. Amend or revoke the trust and revest the principal of the trust in the</p>	
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			<p>decedent; or</p> <p>2. Withdraw or appoint the principal of the trust to or for the decedent's benefit.</p> <p>(4) The beneficiary of real property transferred at the decedent's death by a transfer on death instrument is liable for the expenses of the administration and obligations of the decedent's estate to the extent the decedent's estate and any trust described in subsection (3) is</p>	
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			insufficient to pay them as provided in ss. 733.607(3) and s. 689.30(12)(c).	
New	744.441 Powers of guardian upon court approval.—After obtaining approval of the court pursuant to a petition for authorization to act, a plenary guardian of the property, or a limited guardian of the property within the powers granted by the order appointing the guardian or an approved annual or amended guardianship report, may do all of the following:		744.441 Powers of guardian upon court approval.—After obtaining approval of the court pursuant to a petition for authorization to act, a plenary guardian of the property, or a limited guardian of the property within the powers granted by the order appointing the guardian or an approved annual or	

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	<p>....</p> <p><u>(23) Execute a transfer on death deed as set forth in chapter 689.</u></p>		<p>amended guardianship report, may do all of the following:</p> <p>....</p> <p>(23) Execute a transfer on death instrument as set forth in chapter 689.</p>	
	<p>732.2035 Property entering into elective estate.—Except as provided in s. <u>732.2045</u>, the elective estate consists of the sum of the values as determined under s. <u>732.2055</u> of the following property interests:</p>		<p>732.2035 Property entering into elective estate.—Except as provided in s. 732.2045, the elective estate consists of the sum of the values as determined under s. 732.2055 of the</p>	

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	<p><u>(5) That portion of property, other than property described in subsections (2), and (3) and (10), transferred by the decedent to the extent that at the time of the decedent's death the transfer was revocable by the decedent alone or in conjunction with any other person. This subsection does not apply to a transfer that is revocable by the decedent only with the consent of all persons having a beneficial interest in the property.</u></p>		<p>following property interests:</p> <p>(5) That portion of property, other than property described in subsections (2), <u>and</u> (3) <u>and</u> (10), transferred by the decedent to the extent that at the time of the decedent's death the transfer was revocable by the decedent alone or in conjunction with any other person. This subsection does not apply to a transfer that is revocable by the decedent only</p>	
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			with the consent of all persons having a beneficial interest in the property.	
New	<p>(10) <u>Interests transferred pursuant to a revocable transfer of an interest in real property, including a transfer described in the Florida Revocable Transfer on Death Deed Act.</u></p> <p>(1011) Property transferred in satisfaction of the elective share.</p>		<p>(10) <u>Interests transferred pursuant to a revocable transfer of an interest in real property, including a transfer described in the Florida Real Property Transfer on Death Act.</u></p> <p>(1011) Property transferred in satisfaction of the elective share.</p>	

Line #	Proposed Florida Legislation as Drafted	Alternative Proposal (Comments set forth in footnotes)	Committee Vote/Action	Note
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	<p>732.7025 Waiver of homestead rights through deed.—</p> <p>(1) A spouse waives his or her rights as a surviving spouse with respect to the devise restrictions under s. 4(c), Art. X of the State Constitution if the following or substantially similar language is included in a deed <u>or a transfer on death instrument described in the Florida Real Property Transfer on Death Act:</u></p> <p>"By executing or joining this <u>[deed / transfer on death instrument]</u>, I</p>		<p>732.7025 Waiver of homestead rights through deed <u>or transfer on death instrument.</u>—</p> <p>(1) A spouse waives his or her rights as a surviving spouse with respect to the devise restrictions under s. 4(c), Art. X of the State Constitution if the following or substantially similar language is included in a deed <u>or a transfer on death instrument described in the Florida Real Property Transfer on</u></p>	
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Line #	Proposed Florida Legislation as Drafted	Alternative Proposal (Comments set forth in footnotes)	Committee Vote/Action	Note
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	intend to waive homestead rights that would otherwise prevent my spouse from devising the homestead property described in this [deed / <u>transfer on death instrument</u>] to someone other than me."		<u>Death Act:</u> "By executing or joining this [deed / <u>transfer on death instrument</u>], I intend to waive homestead rights that would otherwise prevent my spouse from devising the homestead property described in this [deed / <u>transfer on death instrument</u>] to someone other than me."	
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¹ **January 22, 2024 minutes:**

Change the name of the act to Real Property Transfer on Death Act – **unanimously approved; ACTION ITEM**

Many, including some members of this committee object to referring to this vehicle as a “deed” since it transfers nothing.

Other jurisdictions do use the term “Instrument” instead of “Deed.”

Only one other jurisdiction uses the term “Revocable”

At least one other jurisdiction calls this a “Transfer on Death of Real Property.”

Motion to call this “Real Property Transfer On Death Act” and throughout it replace the term “deed” with the term “instrument”

Motion – Jeff Goethe

Second – Rebecca Wood

Vote – with one “nay” the motion was passed by the vast majority of members in attendance.

THIS TRIGGERS A NEED TO REVIEW THE PROPOSAL IN ITS ENTIRETY AND MAKE NECESSARY CHANGES INCLUDING THE NAME OF THE FORM.

² **January 156, 2024 Jeff Goethe Comment:** The page numbers refer to the Committee’s draft from May 2023. The number in the “Notes” column refers to these footnotes.

³ **January 22, 2024 minutes:** See Note 1 above.

⁴ **January 22, 2024 minutes:** “Florida Revocable Transfer on Death Deed Act” changed to “Florida Real Property Transfer on Death Act.” See Note 1 above.

⁵ **January 16, 2024 minutes:** “Lines 17-19 (2) delete singular=plural & vice versa – unanimously approved.”

⁶ **January 16, 2024 minutes:** “Lines 20-21 there was some discussion about the potential objection to use of the word “Beneficiary” but no change was proposed at this time.”

⁷ **January 22, 2024 minutes:** “Deed” changed to instrument. See Note 1 above.

⁸ **January 16, 2024 minutes:** “Lines 22-23 style change consistent with statutory drafting style – unanimously approved.”

⁹ **January 22, 2024 minutes:** “Deed” changed to “instrument.” See Note 1 above.

¹⁰ **January 16, 2024 minutes:** “Lines 24-26 style change consistent with statutory drafting style – unanimously approved.”

¹¹ **January 16, 2024 minutes:** “Lines 27-28 style change consistent with statutory drafting style – unanimously approved.”

¹² **January 22, 2024 minutes:** “Revocable transfer on death deed” changed to “real property transfer on death instrument.” See Note 1 above.

¹³ **Comment:** “Would it be more appropriate to use the term “Grantor” since nothing is being

currently transferred by the document. Also perhaps consider using Transferee instead of beneficiary if you are going to use Transferor.”

¹⁴ **January 16, 2024 minutes:**

“Lines 29-31

- there was some discussion about the need to use the term “Grantor” rather than “Transferor,” but no decision was made on that issue.
- The proposal was simply to change “makes” to “executes and records” – unanimously approved

A decision was also made to add “a present interest in” to modify what the natural person in this definition owns in real property – unanimously approved.”

¹⁵ **January 22, 2024 minutes:** “Revocable transfer on death deed” changed to “real property transfer on death instrument.” See Note 1 above.

¹⁶ **January 22, 2024 minutes:** “2(e). Do not use another word instead of “transferor” – **unanimously approved.** Consideration was given as to possibly changing “transferor” throughout; “owner” was another word contemplated. Anecdotally, a majority of other jurisdictions use the term “transferor.” Unanimous decision to stick with the term “transferor.”

¹⁷ **January 22, 2024 minutes:** “Revocable transfer on death deed” changed to “transfer on death instrument.” See Note 1 above.

¹⁸ **January 22, 2024 minutes:**

Add another limitation (new 8(c)) – two considerations **final decision tabled; ACTION ITEM**

1. Belt and suspenders proposal to specify that TBE and JTWROS interests cannot be the subject of an RTODD

The discussion centered on the fact that TBE and JTWROS may be too limiting; the intent is for the RTODD to be unavailable to any interest that is the subject of any possible survivorship provision.

Vote called: Rely on the existing provisions limiting the RTODD to present interest held individually or as tenant in common – unanimously approved.

Moved – Rebecca

Second – Silvia

This triggers an action item to ensure that numbering is correctly readjusted (unless 8(c) is used for another purpose)

2. Some discussion reopened about using 8(c) to specify that DAAT does not apply to an RTODD The doctrine of after acquired title shall not apply to a real property transfer on death designation. More discussion ensued about potentially reversing the vote taken. Final decision is to table a vote, STEVE KOTLER WANTS TO

CONTEMPLATE AND CONSIDER ADOPTING A NEW 8(C) WITH
LANGUAGE ESSENTIALLY SIMILAR BUT MORE CONCISE THAN:

An RTODD shall not be valid if executed when the Transferor does not own a present interest in real property or owns a present interest in real property subject to any other survivorship provision, and the doctrine of after acquired title shall not apply to make valid an RTODD that was ineffective at the time of execution.

Address the Doctrine of After Acquired Title (DAAT) – see **proposed new limitation 8(c)**
– **final decision tabled.**

This discussion led to some back and forth about the proposed new limitation 8(c), and the minutes accordingly need to be read in the totality.

Discussion about DAAT...many provisions operate to make DAAT inapplicable, but still where the question was raised there may be a need to say this. The DAAT shall not apply to establish a present interest ownership interest in a Transferor who made. An RTODD.

Is there anyone who does not think we need to specifically address Tae's hypo about a married person doing an RTODD while married and holding title as TBE? No response; we all agree it needs to be addressed.

An RTODD shall not be valid if executed when the Transferor does not own a present interest in real property or owns a present interest in real property subject to any other survivorship provision, and the doctrine of after acquired title shall not apply to make valid an RTODD that was ineffective at the time of execution.

There was discussion about making sure the form specifies the limitations on the use of the RTODD. There was a draft that included many instructions and that was rejected previously. That discussion was tabled.

¹⁹ **January 22, 2024 minutes:** "Revocable transfer on death deed" changed to "transfer on death instrument." See Note 1 above.

²⁰ **January 16, 2024 minutes:** "In reviewing the notes from the meeting, it appears that we skipped the proposal to change (5) Revocable Transfer on Death Deed Authorized" so that it reads "Authority for Revocable Transfer on Death Deed –"

²¹ **January 22, 2024 minutes:** "Revocable transfer on death deed" changed to "real property transfer on death instrument." See Note 1 above.

²² **January 22, 2024 minutes:** "Reconsider the title to (5). The proposed change passed unanimously." See Note 1 above.

²³ **January 16, 2024 minutes:** "Lines 38-40 – the proposal was to change "an individual" to "a natural person" and to add "only" to the "effective" phrase. After some discussion, the final decision was to accept a modified version of what was proposed. The following language was unanimously approved: (a) ~~An individual~~ A natural person may transfer real property to one or

more beneficiaries, to be effective only at the transferor's death, by recording a revocable transfer on death deed."

²⁴ **January 22, 2024 minutes:** Change "revocable transfer on death deed" to "real property transfer on death instrument." See Note 1 above.

²⁵ **January 22, 2024 minutes:** Change "revocable transfer on death deed" to "real property transfer on death instrument." See Note 1 above.

²⁶ **Comment:** "Laird has suggested using "may." We have debated this but the majority of the group feels that may open too many doors and is dangerous for title purposes. Too much wiggle room is not always good."

²⁷ **January 16, 2024 minutes:** "Lines 41-42 – change must to may – unanimously **rejected**."

²⁸ **January 22, 2024 minutes:** Changed "revocable transfer on death deed" to "transfer on death instrument." See Note 1 above.

²⁹ **January 16, 2024 minutes:** "Lines 44-46 add "by the transferor" – unanimously approved."

³⁰ **January 22, 2024 minutes:** Changed "revocable transfer on death deed" to "transfer on death instrument." See Note 1 above.

³¹ **Comment:** "Should there be some reference to a statute defining what "recorded" means?"

³² **Jeff Goethe Comment:** "Chapter 689 uses the term "recorded" 93 times without a definition. The terms "Official records" is defined in §28.001, Fla. Stat., as "each instrument that the clerk of the circuit court is required or authorized to record in one general series called "Official Records" as provided for in s. 28.222."

³³ **January 16, 2024 minutes:** "Lines 47-49 the proposal was to delete "according to law" – that proposal was rejected, but a unanimous decision was made to change that phrase to "in accordance with s. 28.222, F.S.""

³⁴ **January 22, 2024 minutes:** Changed "revocable transfer on death deed" to "transfer on death instrument."

³⁵ **Comment:** "There may be other reasons an RTOD is not effective - such as undue influence, fraud, etc. The prior language seemed to prevent those challenges."

³⁶ **January 16, 2024 minutes:** "Lines 50-54 change from "the RTOD is effective if not xyz" to "lack of xyz does not cause the RTODD to be ineffective." – unanimously approved."

³⁷ **January 22, 2024 minutes:** Changed "revocable transfer on death deed" to "transfer on death instrument."

³⁸ **Comment:** "Per Laird, why can't JTWS or TbyE owner execute RTOD that is effective only after death of last joint owner?"

³⁹ **January 16, 2024 minutes:** "Lines 56-61 change "individual's share" to "co-owner's ownership interest" – unanimously approved."

⁴⁰ **JSG Comment:** The committee previously considered joint ownership and voted against allowing joint tenants with rights of survivorship and tenants by the entireties due to the complex issued relating to severance of survivorship rights and required joinder by tenants by the entireties.

⁴¹ **January 22, 2024 minutes:** “Revocable transfer on death deed” changed to “transfer on death instrument.” See Note 1 above.

⁴² **Comment:** “An interest in community property is too confusing to try and deal with in this statute.”

⁴³ **January 16, 2024 minutes:** “Add new subsection (b) re: community property under (8) Limitations) – unanimously approved.”

⁴⁴ **Comment:** “Per Laird, why can't JTWS or TbyE owner execute RTOD that is effective only after death of last joint owner?”

⁴⁵ **January 16, 2024 minutes:** “Add new subsection (c) re: JTWROS/TBE - unanimously rejected as to the exact proposal, but unanimously accepted as to the need to add a belts and suspenders provision that the fact if an interest is owned by one with rights of survivorship in another, that interest cannot be transferred by the one via an RTODD.”

⁴⁶ **January 22, 2024 minutes:**

Add another limitation (new 8(c)) – two considerations **final decision tabled; ACTION ITEM**

3. Belt and suspenders proposal to specify that TBE and JTWROS interests cannot be the subject of an RTODD

The discussion centered on the fact that TBE and JTWROS may be too limiting; the intent is for the RTODD to be unavailable to any interest that is the subject of any possible survivorship provision.

Vote called: Rely on the existing provisions limiting the RTODD to present interest held individually or as tenant in common – unanimously approved.

Moved – Rebecca

Second – Silvia

This triggers an action item to ensure that numbering is correctly readjusted (unless 8(c) is used for another purpose)

4. Some discussion reopened about using 8(c) to specify that DAAT does not apply to an RTODD The doctrine of after acquired title shall not apply to a real property transfer on death designation. More discussion ensued about potentially reversing the vote taken. Final decision is to table a vote, STEVE KOTLER WANTS TO CONTEMPLATE AND CONSIDER ADOPTING A NEW 8(C) WITH LANGUAGE ESSENTIALLY SIMILAR BUT MORE CONCISE THAN:

An RTODD shall not be valid if executed when the Transferor does not own a present interest in real property or owns a present interest in real property subject to any other survivorship provision, and the doctrine of after acquired title shall not apply to make valid an RTODD that was ineffective at the time of execution.

Address the Doctrine of After Acquired Title (DAAT) – see **proposed new limitation 8(c) – final decision tabled.**

This discussion led to some back and forth about the proposed new limitation 8(c), and the minutes accordingly need to be read in the totality.

Discussion about DAAT...many provisions operate to make DAAT inapplicable, but still where the question was raised there may be a need to say this. The DAAT shall not apply to establish a present interest ownership interest in a Transferor who made. An RTODD.

Is there anyone who does not think we need to specifically address Tae's hypo about a married person doing an RTODD while married and holding title as TBE? No response; we all agree it needs to be addressed.

An RTODD shall not be valid if executed when the Transferor does not own a present interest in real property or owns a present interest in real property subject to any other survivorship provision, and the doctrine of after acquired title shall not apply to make valid an RTODD that was ineffective at the time of execution.

There was discussion about making sure the form specifies the limitations on the use of the RTODD. There was a draft that included many instructions and that was rejected previously. That discussion was tabled.

⁴⁷ **January 16, 2024 minutes:** "Lines 62-24 – simply changing the number consistent with adding other sections – the proposal was unanimously approved. Also note, this provision triggers the need for our committee to propose a suggestion to the guardianship committee to consider adding a new subsection (23) to s. 744.441, F.S." [JSG Comment – See proposed amendment at the end of this summary]

⁴⁸ **January 22, 2024 minutes:** Changed "revocable transfer on death deed" to "transfer on death instrument." See Note 1 above.

⁴⁹ **January 16, 2024 minutes:** "Lines 66-69 – change numbering (unanimously approved), and add "a revocable transfer on death deed in" – the added language was unanimously **rejected** because in this proposal a POA including power to change beneficiaries as allowed by s. 709.2202, F.S. is meant to apply to allowing an RTODD deed. The final decision here was tabled."

⁵⁰ **January 22, 2024 minutes:** Changed "revocable transfer on death deed" to "transfer on death instrument." See Note 1 above.

⁵¹ **Comment:** "Who pays ad valorem tax? Owner until death and then RTOD owner - but how will RTOD owner know if no delivery of deed required to make RTOD valid?"

⁵² **January 16, 2024 minutes:** "Lines 70-74 change numbering (unanimously approved), add the word "concurrent" – unanimous decision to add the word "current.""

⁵³ **January 22, 2024 minutes:** Changed "revocable transfer on death deed" to "transfer on death instrument." See Note 1 above.

⁵⁴ **Comment:** "This section needs some work."

⁵⁵ **January 16, 2024 minutes:** "Lines 75-90 change numbering (unanimously approved), the committee unanimously agreed to changing "gives" to "vests in" and **rejected** the bulk of the balance of the proposal, while some modified language was agreed to, a unanimous decision to

table further discussion of “g” until we get a new proposal which Rohan Kelley has volunteered to write.”

⁵⁶ **Comment:** The initial proposal from outside the committee suggested the following revision to address the validity of a homestead devise under a transfer on death deed:

(e)(g) If the transferor has executed a revocable transfer on death deed describing real property that is the transferor’s homestead at the time of the transferor’s death, then consistent with the protections in Article X, s. 4(c) of the Florida Constitution:

(i) if the transferor is survived by a minor child, the revocable transfer on death deed is void.

(ii) if the transferor is not survived by a minor child, but is survived by a spouse, the revocable transfer on death deed is ~~valid if~~ void unless:

(A) the revocable transfer on death deed ~~gives vests in~~ the surviving spouse the ~~equivalent of a fee simple interest in the entire interest held by the title or other whole estate or interest in the real property which the transferor had the power to dispose of~~ at the time of the transferor’s death; or

(B) the surviving spouse waived his or her rights to the transferor’s homestead ~~residence~~ real property at death pursuant to s. 732.702, or 732.7025, or other applicable Florida law.

(iii) If the transferor is not survived by a spouse or minor child, the homestead real property may be transferred by a revocable transfer on death deed.

⁵⁷ The revised alternative proposal was submitted by Rohan Kelley and Tae Bronner during the January 29, 204 meeting. Tae’s comments included:

This ties in the definition of protected homestead in the probate code:

“Protected homestead” means the property described in s. 4(a)(1), Art. X of the State Constitution on which at the death of the owner the exemption inures to the owner’s surviving spouse or heirs under s. 4(b), Art. X of the State Constitution. For purposes of the code, real property owned in tenancy by the entireties or in joint tenancy with rights of survivorship is not protected homestead.

The proposed language makes it clear that a RTOD is ineffective to convey title to protected homestead property unless certain conditions are met - the decedent is not survived by a spouse or minor child, or if survived by a spouse, the spouse receives the property in Fee Simple (100% quantity and quality) or the spouse has previously waived his or her rights.

January 22, 2024 at 2:30 PM

This raises concerns because it puts the title company in the position of determining the validity of the spousal waiver. Normally you would have a petition to determine homestead filed and the court would determine if there was a valid waiver before issuing the order determining homestead .

January 22, 2024 at 2:31 PM

⁵⁸ **January 22, 2024 minutes:** Changed “revocable transfer on death deed” to “transfer on death instrument.” See Note 1 above.

⁵⁹ **Comment:** “Per Laird, can a transferor actually do a deed transferring the property to him or herself? So I, Laird, transfer this property to Laird? Why not just have them record a revocation of the RTOD? Otherwise, won't it create an ad valorem tax issue?”

⁶⁰ **January 16, 2024 minutes:** “Lines 94-98 delete “as to some or all of the real property described in the (RTODD)” – unanimously rejected.”

⁶¹ **January 22, 2024 minutes:** Changed “revocable transfer on death deed” to “transfer on death instrument.” See Note 1 above.

⁶² **Jeff Goethe Comment:** The statutes governing homestead exemption and the Save Our Homes cap are based upon a “change of ownership.” Since the creation of a transfer on death deed does not change ownership, the revocation of the deed would not result in a change of ownership. The cap would not be affected.

⁶³ **Comment:** “I recognize you can't have a RTOD with JTWS, but you could do a RTOD with two owners who own the property as Ten in Com. If one of those owners then decides to revoke their designation, then don't we need to clarify that it doesn't revoke the designation as to the other owner?”

⁶⁴ **January 16, 2024 minutes:** “Add a new (c) to clarify that in multiple TIC do an RTODD and then one of them revokes, that does not impact the interests of the other TIC – while not unanimous, the proposal was **rejected** by the vast majority.”

⁶⁵ **January 22, 2024 minutes:** Changed “revocable transfer on death deed” to “transfer on death instrument.” See Note 1 above.

⁶⁶ **Comment:** “Per Laird, Do you need to reference this in 732.702?”

⁶⁷ **January 22, 2024 minutes:** “proposed 9(c). – **unanimously approved** - change “the spouse” to “that spouse.”

⁶⁸ **January 22, 2024 minutes:** Changed “revocable transfer on death deed” to “transfer on death instrument.” See Note 1.

⁶⁹ **January 22, 2024 minutes:** “Proposed deletion of 9(d) – **decision tabled.**”

whether or not this needs to be in the statute depends on whether this is intended to be treated as a specific devise or a probate avoidance. If this is meant to be like a POD this would not apply. If we are not exposing this to claims of creditors this would not be needed. If a person has a guardianship, the moment of death does not trigger a transfer of title for someone to be free to sell. If the property is sold by the guardian there is a compensating devise in the will. Ademption can trigger multiple adjustments in the name of equity. The decision here is whether or not the beneficiary is liable for debts of the transferor's estate. If treating this as a POD account ademption should not apply. If this beneficiary is to be treated as a specific devise this would need to apply. Decision on the point tabled. We could bring ademption in and not make the interest subject to the claims of creditors and expenses of the estate but that would be elevating the property. See Tae's

comment.”

Change “revocable transfer on death deed” to “transfer on death instrument.” See Note 1.

⁷⁰ **Comment:** “Have you talked to the Estate Tax Committee to see if this qualifies as a estate tax qualified disclaimer. Do we know this works as worded. Important concept that must be discussed!!!!”

⁷¹ **Jeff Goethe comment:** Yes it has been reviewed at several meetings of the Estate and Trust Planning Committee and no one expressed a concern about the disclaimer of an interest under a revocable transfer on death deed as being different than an interest in real property. See excerpts from Chapter 739 at the end of this summary.

⁷² **Comment:** “Per Laird, does this need to be added to 739 - perhaps a new section 739.208?”

⁷³ **January 22, 2024 minutes:** “Proposal to leave (10) Disclaimer unchanged – **unanimously approved.** There was some discussion about the question of when the 90 day period to disclaim would trigger and some question about input from the Estate and Trust Planning Committee, but that’s all be worked out and it is now a non-issue.”

⁷⁴ **January 22, 2024 minutes:** Changed “revocable transfer on death deed” to “transfer on death instrument.” See Note 1.

⁷⁵ **January 22, 2024 minutes:** Changed “revocable transfer on death deed” to “transfer on death instrument.”

⁷⁶ **Comment:** “Per Laird. This list is scary. Should consider an overall statement with an “included but not limited to” approach - made a suggestion for potential language, but need to examine further.”

⁷⁷ **Comment:** “Why are you limiting this to just for purposes of public assistance - I thought the entire premise was that the deed was completely revocable and did not create any legal or equitable interest in favor of the beneficiary until DEATH.”

⁷⁸ **January 29, 2024 minutes:** Committee unanimously approved proposed change to (11)(a).

⁷⁹ **January 29, 2024 minutes:** “(11)(a)(ii) – proposal amended - change it to say “create any interest or right of a beneficiary in real property even if the beneficiary has actual or constructive notice of the transfer of death instrument.” - unanimously approved.”

⁸⁰ **January 29, 2024 minutes:** “(11)(a)(iii) - proposal as presented is approved except we need to apply the universal change of “revocable transfer on death deed” to “transfer on death instrument.” - unanimously approved.”

⁸¹ **January 29, 2024 minutes:** “(11)(a)(iv) – amended proposal – “affect the transferor’s or beneficiary’s eligibility for any form of public assistance.” - unanimously approved.”

⁸² **January 29, 2024 minutes:** “(11)(a)(v) – proposal as presented - unanimously approved.”

⁸³ **January 29, 2024 minutes:** “(11)(a)(vi) – proposal as presented - unanimously approved.”

⁸⁴ **January 29, 2024 minutes:** “(11) (b) There was a significant amount of discussion about class gifts and what should happen if beneficiaries named in the deed do not survive the transferor, but ultimately no decisions were made about the proposed revisions to (b) and adding (11)(b)(i), (ii), (iii), (iv), and (v).”

⁸⁵ **Comment:** “This approach would create an ENTIRELY new concept of successive beneficiaries. IF you choose to go forward with this approach, this should be reworked to include and incorporate current definition and concepts of intestate succession rather than creating new definition.”

⁸⁶ **Comment:** “And how would a title company know who the actual beneficiary is - this would require an action to determine beneficiaries by a probate court.”

⁸⁷ **January 22, 2024 minutes:** Changed “revocable transfer on death deed” to “transfer on death instrument.” *See* Note 1. The committee has not voted on the changes proposed by the comments.

⁸⁸ **Comment.** Note this may need some additional language regarding entities designated as a beneficiary which is no longer in existence. But for this purpose trying to highlight issues and propose some alternative language identifying issues.

⁸⁹ **January 29, 2024 minutes:** There was a significant amount of discussion about class gifts and what should happen if beneficiaries named in the deed do not survive the transferor, but ultimately no decisions were made about the proposed revisions to (b) and adding (11)(b)(i), (ii), (iii), (iv), and (v).

⁹⁰ **January 22, 2024 minutes:** Changed “revocable transfer on death deed” to “transfer on death instrument.” *See* Note 1. The committee has not voted on the changes proposed by the comments.

⁹¹ **Comment:** “Per Lauren Detzel: If a beneficiary divorces, she is afraid that the designation as a beneficiary under an RTOD might give rise to some sort of contingent interest in the beneficiary that the beneficiary's spouse might want counted somehow in the beneficiary's assets. She feels that adding the words “or spouse” should avoid that.”

⁹² **January 16, 2024 note by Jeff Goethe.** The Committee has not voted on the proposal with respect to creditor rights. Jeff Goethe prepared a proposal which was modified by Tae Kelley Bronner with input from other RPPTL Section members. The revised text in the left-hand column only reflects the change from “revocable transfer on death deed” to “transfer on death instrument.”

⁹³ **January 22, 2024 minutes:** Changed “revocable transfer on death deed” to “transfer on death instrument.” *See* Note 1. The committee has not voted on the changes proposed by the comments.

Proposed Florida Legislation	The Uniform Real Property Transfer on Death Act	Comments
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689.30 Florida Real Property Transfer on Death Act.		
(1) SHORT TITLE. - This section may be cited as the "Florida Real Property Transfer on Death Act."	SECTION 1. SHORT TITLE. This [act] may be cited as the Uniform Real Property Transfer on Death Act.	
(2) DEFINITIONS. - For all purposes of this Act, the singular includes the plural and the plural includes the singular. As used in this Act, the term:	SECTION 2. DEFINITIONS. In this [act]:	
<p>(a) "Beneficiary" means any individual, trustee, or entity named as the beneficiary in a transfer on death instrument.</p> <p>(b) "Expectancy interest" is the interest that a beneficiary takes by a transfer on death instrument.</p>	<p>(1) "Beneficiary" means a person that receives property under a transfer on death deed.</p> <p>(2) "Designated beneficiary" means a person designated to receive property in a transfer on death deed.</p>	Subsection (b) was drafted to confirm that the beneficiary's interest is not vested, and therefore beyond the control of the beneficiary and the beneficiary's creditors during the transferor's lifetime.

Proposed Florida Legislation	The Uniform Real Property Transfer on Death Act	Comments
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		The use of the term "Expectancy Interest" is used to distinguish between an ownership interest that vests immediately and an ownership interest that does not vest until the Transferor's death.
	(3) "Joint owner" means an individual who owns property concurrently with one or more other individuals with a right of survivorship. The term includes a joint tenant[,][and] [owner of community property with a right of survivorship[,][and] tenant by the entirety]. The term does not include a tenant in common [or owner of community property without a right of survivorship].	The Florida proposal does not permit joint owners, such as a married couple holding title as tenants by the entireties, or two or more persons owning as joint tenants with rights of survivorship. Ownership as tenants by the entireties and joint tenants with rights of survivorship involve complicated rules for conveying real property that could easily be missed,

Proposed Florida Legislation	The Uniform Real Property Transfer on Death Act	Comments
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		undermining the purpose of providing a simple alternative estate planning tool that avoids probate.
	(4) "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity.	The Florida proposal defines the term "transferor" to be limited to "a natural person who owns a present interest in real property in an individual capacity." The Florida proposal allows the transferor to name an individual, trustee, or entity as the beneficiary.
(c) "Real Property" means any freehold interest in land, a condominium parcel as defined in s. 718.103(12), or a cooperative parcel as defined in s. 719.103(14).	(5) "Property" means an interest in real property located in this state which is transferable on the death of the owner.	The Florida proposal limits the definition to a "freehold interest" to exclude other more limited interests that would not be suited for the proposed legislation.

Proposed Florida Legislation	The Uniform Real Property Transfer on Death Act	Comments
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(d) "Transfer on death instrument" means a written instrument authorized by this Act.	(6) "Transfer on death deed" means a deed authorized under this [act].	The Florida proposal does not use the word "deed" to describe the writing contemplated by the statute as a deed is used to concurrently transfer an interest in real property. The written instrument authorized by the Act is akin to a beneficiary designation, not unlike POD or TOD. Hence, the use of the word "instrument" to avoid any confusion as to what the instrument really is.
(e) "Transferor" means a natural person who owns a present interest in real property in an individual capacity and who executes and	(7) "Transferor" means an individual who makes a transfer on death deed. SECTION 8. CAPACITY OF	This definition avoids the use of this instrument for business entities, trusts, tenants by the entireties,

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records a transfer on death instrument.	TRANSFEROR. The capacity required to make or revoke a transfer on death deed is the same as the capacity required to make a will.	and joint tenants with rights of survivorship. It is intended to treat the transfer on death instrument as a beneficiary designation by the owner.
(3) APPLICABILITY. This Act applies to transfer on death instruments recorded after the effective date of this Act.	SECTION 3. APPLICABILITY. This [act] applies to a transfer on death deed made before, on, or after [the effective date of this [act]] by a transferor dying on or after [the effective date of this [act]].	
(4) NONEXCLUSIVITY. This Act does not affect any other method of transferring real property.	SECTION 4. NONEXCLUSIVITY. This [act] does not affect any method of transferring property otherwise permitted under the law of this state.	The Florida proposal ensures that the law does not affect other types of transfers currently available under Florida common law or statutory law.

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<p>(5) AUTHORITY FOR TRANSFER ON DEATH INSTRUMENT.</p> <p>(a) A natural person may transfer real property to one or more beneficiaries, to be effective only at the transferor's death, by recording a transfer on death instrument.</p> <p>(b) A transfer on death instrument must be in a form substantially similar to that set forth in s. 689.30(13).</p>	<p>SECTION 5. TRANSFER ON DEATH DEED AUTHORIZED. An individual may transfer property to one or more beneficiaries effective at the transferor's death by a transfer on death deed.</p>	<p>The Florida proposal provides the transfer on death instrument must be in a form substantially similar to that as set forth in the statute.</p>
<p>(6) EXECUTION AND RECORDATION.</p> <p>(a) A transfer on death instrument must be executed by the transferor with the formalities required by s.</p>	<p>SECTION 9. REQUIREMENTS. A transfer on death deed:</p> <p>(1) except as otherwise provided in paragraph (2), must contain the essential elements and formalities of a</p>	<p>Because the transfer is based upon real estate concepts, and not a separate trust instrument or will, the instrument must be recorded in the official land records and meet the requirements for</p>

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<p>689.01 and acknowledged as required by s. 695.03.</p> <p>(b) A transfer on death instrument must be recorded in accordance with s. 28.222(2) prior to the death of the transferor or it is of no force and effect.</p>	<p>properly recordable inter vivos deed;</p> <p>(2) must state that the transfer to the designated beneficiary is to occur at the transferor's death; and</p> <p>(3) must be recorded before the transferor's death in the public records in [the office of the county recorder of deeds] of the [county] where the property is located.</p>	<p>a recorded instrument.</p> <p>The transfer on death instrument serves as a beneficiary designation, but it is limited to a specific asset, much like a beneficiary designation on a financial account, which is based upon contract principles. The standard required to enter into a valid contract is higher than the standard required for a valid will.</p>
<p>(7) NOTICE, DELIVERY, ACCEPTANCE, CONSIDERATION NOT REQUIRED. Lack of notice to, delivery to, acceptance by, or consideration from the beneficiary will not cause a</p>	<p>SECTION 10. NOTICE, DELIVERY, ACCEPTANCE, CONSIDERATION NOT REQUIRED. A transfer on death deed is effective without:</p>	<p>Because recording an instrument in the land records satisfies the delivery requirement for a deed, and this is not a deed, the proposal confirms that</p>

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transfer on death instrument recorded during the transferor's life to be ineffective.	(1) notice or delivery to or acceptance by the designated beneficiary during the transferor's life; or (2) consideration.	the beneficiary named in the instrument does not have to accept delivery of the instrument.
<p>(8) LIMITATIONS.</p> <p>(a) A co-owner of real property may execute a transfer on death instrument only if the co-owner owns the real property as a tenant in common and only as to that owner's ownership interest. A transfer on death instrument by one tenant in common does not affect the interest of any other co-owner.</p> <p>(b) A community property interest may not be transferred by a transfer on</p>	<p>SECTION 2. DEFINITIONS</p> <p>(3) "Joint owner" means an individual who owns property concurrently with one or more other individuals with a right of survivorship. The term includes a joint tenant[,][and] [owner of community property with a right of survivorship[,][and tenant by the entirety]. The term does not include a tenant in common [or owner of community property without a right of survivorship].</p>	<p>The Florida proposal identifies specific types of interests that can be subject to a transfer on death instrument. It confirms that ownership is not transferred until the transferor's death and addresses the use of a transfer on death instrument by transferors who hold an interest as a tenant in common with another.</p> <p>The Florida proposal does not include a married couple holding title as tenants by</p>

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<p>death instrument.</p> <p>(c) A joint owner of real property owned in joint tenancy with rights of survivorship or tenancy by the entireties may not transfer real property by a transfer on death instrument.</p> <p>(d) A guardian or conservator may not execute a transfer on death instrument on behalf of a ward unless authorized by court order.</p> <p>(e) An agent under a power of attorney may not execute a transfer on death instrument on behalf of a principal unless the power of attorney expressly grants the power to create or change beneficiary</p>		<p>the entireties or two or more persons owning as joint tenants with rights of survivorship. Ownership as tenants by the entireties and joint tenants with rights of survivorship involve complicated rules for conveying real property that could easily be missed, undermining the purpose of providing a simple alternative estate planning tool that avoids probate.</p> <p>The requirements under the Florida Power of Attorney Act require specific authorization in the power of attorney for this type of instrument since it is similar to a beneficiary form</p>

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<p>designations in accordance with s. 709.2202.</p> <p>(f) The recordation of a transfer on death instrument is not a current change in ownership for any purpose, including, but not limited to, transfer taxes under s. 201.02, any due-on-sale clause, any notice or disclosure requirements, or property owners or community association approval requirements.</p> <p>(g) A transfer on death instrument is ineffective to transfer title to real property if, upon the death of the transferor, the real property described in that instrument was the protected</p>		<p>for financial assets.</p> <p>A change of ownership, in some instances, makes the transfer subject to documentary stamp taxes, a due on sale clause in a mortgage, owners' association approval, and other consequences when ownership changes. This subsection confirms that none of those consequences apply when a transfer on death instrument is recorded.</p> <p>It is important to confirm that no change of ownership occurs until the transferor's death for the purposes listed.</p> <p>Subsection (g) subsection</p>

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<p>homestead, as described in s. 731.201(33), of the transferor unless the transferor was not survived by a spouse or by a minor child or, if survived by a spouse but not a minor child:</p> <ol style="list-style-type: none"> 1. The instrument transferred the transferor's entire interest in that real property to the surviving spouse of the transferor; or 2. The surviving spouse previously waived all rights in the transferor's protected homestead pursuant to s. 732.702, or other applicable Florida law, or has joined in the instrument and waived his or her rights pursuant to 		<p>recognizes the application of <i>Johns v. Bowden</i>, 68 Fla. 32 (1932). The Florida Supreme Court recognized that the constitutional restrictions on the devise of a Florida resident's homestead could not be avoided by "indirection" through the practical equivalent of a will. This is not addressed in the uniform act.</p> <p>Spousal joinder in the transfer on death instrument is not required by the non-owner spouse if that spouse has waived their homestead rights pursuant to a nuptial agreement. Spousal joinder is required by the non-owner</p>

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732.7025.		spouse where waiving homestead rights pursuant to 732.7025. That is different than the joinder requirement for a deed transferring homestead.
<p>(9) REVOCATION.</p> <p>(a) A transfer on death instrument can only be revoked as provided in this section.</p> <p>(b) A transferor may revoke a transfer on death instrument as to some or all of the real property described in the transfer on death instrument by recording a deed conveying the real property to the transferor, to the transferor and beneficiaries, or to any</p>	<p>SECTION 6. TRANSFER ON DEATH DEED REVOCABLE. A transfer on death deed is revocable even if the deed or another instrument contains a contrary provision.</p> <p>SECTION 11. REVOCATION BY INSTRUMENT AUTHORIZED; REVOCATION BY ACT NOT PERMITTED.</p> <p>(a) Subject to subsection (b), an instrument is effective to revoke a</p>	<p>Revocation is a critical concept. A transfer on death instrument is not intended to be subject to trust laws and concepts.</p> <p>The Florida legislature repealed section §655.81 in 2001. The legislative history indicates that accounts titled in an individual's name as trustee, as described in §655.81, were really transfer-on-death accounts and should be subject to §655.81. As noted above, the</p>

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third party.	<p>recorded transfer on death deed, or any part of it, only if the instrument:</p> <p style="padding-left: 40px;">(1) is one of the following:</p> <p style="padding-left: 80px;">(A) a transfer on death deed that revokes the deed or part of the deed expressly or by inconsistency;</p> <p style="padding-left: 80px;">(B) an instrument of revocation that expressly revokes the deed or part of the deed; or</p> <p style="padding-left: 80px;">(C) an inter vivos deed that expressly revokes the transfer on death deed or part of the deed; and</p> <p style="padding-left: 40px;">(2) is acknowledged by the</p>	cases subjecting transfer-on-death accounts to probate administration were based upon a theory of revocation by act or oral revocation of a trust. Because real estate is involved, and not a trust, revocation must be limited to a document recorded in the official land records.

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	<p>transferor after the acknowledgment of the deed being revoked and recorded before the transferor's death in the public records in [the office of the county recorder of deeds] of the [county] where the deed is recorded.</p> <p>(b) If a transfer on death deed is made by more than one transferor:</p> <p>(1) revocation by a transferor does not affect the deed as to the interest of another transferor; and</p> <p>(2) a deed of joint owners is revoked only if it is revoked by all of the living joint owners.</p> <p>(c) After a transfer on</p>	
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	<p>death deed is recorded, it may not be revoked by a revocatory act on the deed.</p> <p>(d) This section does not limit the effect of an inter vivos transfer of the property.</p>	

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<p>(c) If a transfer on death instrument is made by more than one transferor as to real property owned as tenants in common, revocation by a transferor does not affect the transfer on death instrument as to the interests of another transferor.</p> <p>(d) The designation of the transferor's spouse as a beneficiary in a transfer on death instrument is automatically revoked upon the dissolution of the transferor's marriage to the spouse, unless otherwise specified in the transfer on death instrument. If the transferor and the former</p>	<p>Section 13 of the Uniform Real Property Transfer on Death Act references state laws for revocation of beneficiary designations upon divorce.</p>	<p>Subsection (d) applies Florida's policy to remove former spouses as beneficiaries from a decedent's revocable trust, will, and beneficiary designations.</p>

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<p>spouse remarry, the expectancy interest in favor of the former spouse in a prior transfer on death instrument is not revived.</p> <p>(e) The provisions of s. 732.802 and s. 732.8031 apply to any beneficiary.</p>		<p>Sections 732.802 and 732.8031 implement Florida's public policy. The proposed Florida statute would implement the same policy by preventing a person from benefiting from the murder, abuse, or exploitation of the person making a transfer on death instrument.</p>
<p>(10) DISCLAIMER.</p> <p>A beneficiary may disclaim all or a part of any interest</p>	<p>SECTION 14. DISCLAIMER. A beneficiary may disclaim all or part of the beneficiary's interest as provided by [cite state statute or the Uniform</p>	<p>The proposed Florida Statutes utilizes the well-developed framework for</p>

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<p>in the real property described in a transfer on death instrument in accordance with s.739.101, et seq..</p>	<p>Disclaimer of Property Interests Act (1999/2006) (UPC Article II, Part 11)].</p> <p><i>Uniform Disclaimer of Property Interests Act (1999/2006):</i></p> <p>SECTION 12. DELIVERY OR FILING.</p> <p>(a) In this section, "beneficiary designation" means an instrument, other than an instrument creating a trust, naming the beneficiary of:</p> <ul style="list-style-type: none"> (1) an annuity or insurance policy; (2) an account with a designation for payment on death; (3) a security registered in beneficiary form; (4) a pension, profit-sharing, retirement, or other employment-related benefit 	<p>disclaimers in Chapter 739, Florida Statutes.</p> <p>Section 739.102(7) defines "future interest" as "an interest that takes effect in possession or enjoyment, if at all, later than the time of its creation." The expectancy interest under the proposed statute would qualify as a future interest and could be disclaimed in the same manner as other interests in real property. Applying the statutory definition, an expectancy interest could be disclaimed during the transferor's lifetime.</p>

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	<p>plan; or</p> <p>(5) any other nonprobate transfer at death.</p> <p>(b) Subject to subsections (c) through (l), delivery of a disclaimer may be effected by personal delivery, first-class mail, or any other method likely to result in its receipt.</p> <p>(c) In the case of an interest created under the law of intestate succession or an interest created by will, other than an interest in a testamentary trust:</p> <p>(1) a disclaimer must be delivered to the personal representative of the decedent's estate; or</p> <p>(2) if no personal representative is then serving, it must be</p>	
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	<p>filed with a court having jurisdiction to appoint the personal representative.</p> <p>(d) In the case of an interest in a testamentary trust:</p> <p>(1) a disclaimer must be delivered to the trustee then serving, or if no trustee is then serving, to the personal representative of the decedent's estate; or</p> <p>(2) if no personal representative is then serving, it must be filed with a court having jurisdiction to enforce the trust.</p> <p>(e) In the case of an interest in an inter vivos trust :</p> <p>(1) a disclaimer must be delivered to the trustee then serving;</p>	
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	<p>(2) if no trustee is then serving, it must be filed with a court having jurisdiction to enforce the trust; or</p> <p>(3) if the disclaimer is made before the time the instrument creating the trust becomes irrevocable, it must be delivered to the settlor of a revocable trust or the transferor of the interest.</p> <p>(f) In the case of an interest created by a beneficiary designation <u>which is disclaimed</u> made before the time the designation becomes irrevocable, a <u>the</u> disclaimer must be delivered to the person making the beneficiary designation.</p> <p>(g) In the case of an interest created by a beneficiary designation <u>which is disclaimed</u> made after the time the designation becomes</p>	
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	<p>irrevocable7:</p> <p>(1) <u>a the disclaimer of an interest in personal property must be delivered to the person obligated to distribute the interest7; and</u></p> <p>(2) <u>the disclaimer of an interest in real property must be recorded in [the office of the county recorder of deeds] of the [county] where the real property that is the subject of the disclaimer is located.</u></p> <p>(h) In the case of a disclaimer by a surviving holder of jointly held property, the disclaimer must be delivered to the person to whom the disclaimed interest passes.</p> <p>(i) In the case of a disclaimer by an object or taker in default of exercise of a power of</p>	
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	<p>appointment at any time after the power was created:</p> <p style="padding-left: 40px;">(1) the disclaimer must be delivered to the holder of the power or to the fiduciary acting under the instrument that created the power; or</p> <p style="padding-left: 40px;">(2) if no fiduciary is then serving, it must be filed with a court having authority to appoint the fiduciary.</p> <p style="padding-left: 40px;">(j) In the case of a disclaimer by an appointee of a nonfiduciary power of appointment:</p> <p style="padding-left: 40px;">(1) the disclaimer must be delivered to the holder, the personal representative of the holder's estate or to the fiduciary under the instrument that created the power ; or</p> <p style="padding-left: 40px;">(2) if no</p>	
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	<p>fiduciary is then serving, it must be filed with a court having authority to appoint the fiduciary.</p> <p>(k) In the case of a disclaimer by a fiduciary of a power over a trust or estate, the disclaimer must be delivered as provided in subsection (c), (d), or (e), as if the power disclaimed were an interest in property.</p> <p>(l) In the case of a disclaimer of a power by an agent, the disclaimer must be delivered to the principal or the principal's representative.</p> <p><i>Uniform Disclaimer of Property Interests Act (1999/2006):</i></p> <p>SECTION 15. RECORDING OF DISCLAIMER. If an instrument transferring an interest in or power over property</p>	

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	<p>subject to a disclaimer is required or permitted by law to be filed, recorded, or registered, the disclaimer may be so filed, recorded, or registered. <u>Except as otherwise provided in Section 12(g)(2),</u> Ffailure to file, record, or register the disclaimer does not affect its validity as between the disclaimant and persons to whom the property interest or power passes by reason of the disclaimer.</p>	
<p>(11) EFFECT OF A TRANSFER ON DEATH INSTRUMENT DURING THE TRANSFEROR'S LIFE AND AT DEATH.</p> <p>(a) Without limitation, during the transferor's life, a transfer on death instrument does not have any</p>	<p>SECTION 12. EFFECT OF TRANSFER ON DEATH DEED DURING TRANSFEROR'S LIFE. During a transferor's life, a transfer on death deed does not:</p> <p style="padding-left: 40px;">(1) affect an interest or right of the transferor or any other owner, including the right to transfer or</p>	<p>The Florida proposal is based upon real estate principles and is designed to eliminate any question about ownership during the transferor's lifetime. Because the beneficiary's name appears on an instrument recorded in the official land records, some</p>

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<p>effect and does not:</p> <ol style="list-style-type: none"> 1. Affect any interest or right of the transferor or any other owner, including the right to transfer or encumber the real property. 2. Create any interest or right of a beneficiary in the real property, even if the beneficiary has actual or constructive notice of the transfer on death instrument. 3. Affect any interest or right of a creditor, whether secured, unsecured, current or future, even if the creditor has actual or constructive notice of the transfer on death instrument. 4. Affect the transferor's or 	<p>encumber the property;</p> <ol style="list-style-type: none"> (2) affect an interest or right of a transferee, even if the transferee has actual or constructive notice of the deed; (3) affect an interest or right of a secured or unsecured creditor or future creditor of the transferor, even if the creditor has actual or constructive notice of the deed; (4) affect the transferor's or designated beneficiary's eligibility for any form of public assistance; (5) create a legal or equitable interest in favor 	<p>members of the public might assume that the named beneficiary has a vested interest, with ownership rights during the transferor's lifetime. Because the beneficiary designation can be revoked or divested, the beneficiary does not have an ownership interest during the owner's lifetime. The ownership interest that transfers to the beneficiary upon the transferor's death should not be subject to the claims of the beneficiary's creditors until the transferor's death. Only then does ownership transfer to the beneficiary.</p>

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<p>beneficiary's eligibility for any form of public assistance.</p> <p>5. Create a legal or equitable interest in the beneficiary.</p> <p>6. Subject the real property to claims or process of a creditor of a beneficiary.</p> <p>(b) At the death of the transferor:</p> <p>1. Title to the transferor's interest in the real property described in a transfer on death instrument vests in the beneficiary or beneficiaries who survive the transferor, by operation of law, subject to subsection 12(c).</p> <p>2. The interest of a</p>	<p>of the designated beneficiary; or</p> <p>(6) subject the property to claims or process of a creditor of the designated beneficiary.</p> <p>SECTION 7. TRANSFER ON DEATH DEED NONTESTAMENTARY. A transfer on death deed is nontestamentary.</p> <p>SECTION 13. EFFECT OF TRANSFER ON DEATH DEED AT TRANSFEROR'S DEATH.</p> <p>(a) Except as otherwise provided in the transfer on death deed[,] [or] in this section[,] [or in [cite state statutes on antilapse, revocation by divorce or</p>	<p>The purpose of a transfer on death instrument is to transfer ownership at death without a requirement for probate. Just as Florida law does not require the probate of a life insurance policy with beneficiary designations, a bank account with beneficiary designations, or securities registered to allow transfer</p>

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<p>beneficiary in the real property described in a transfer on death instrument is contingent on the beneficiary surviving the transferor.</p> <p>3. If the primary beneficiary fails to survive the transferor and an alternative beneficiary is named in the transfer on death instrument, the transferor's interest in the real property described in a transfer on death instrument vests in the alternative beneficiary.</p> <p>4. If beneficiaries are designated by terms indicating a class and any individual in the class fails to survive the transferor,</p>	<p>homicide, survival and simultaneous death, and elective share, if applicable to nonprobate transfers]], on the death of the transferor, the following rules apply to property that is the subject of a transfer on death deed and owned by the transferor at death:</p> <p style="padding-left: 40px;">(1) Subject to paragraph (2), the interest in the property is transferred to the designated beneficiary in accordance with the deed.</p> <p style="padding-left: 40px;">(2) The interest of a designated beneficiary is contingent on the designated beneficiary surviving the transferor. The interest of a</p>	<p>on the owner's death, a transfer on death instrument does not require probate.</p> <p>Subsection (b) of the Florida proposal addresses situations that are covered under Section 13 of the Uniform Act.</p> <p>Subsection (b) is similar to Florida's antilapse statute, s. 732.603.</p> <p>Some, but not all of the state-law provisions discussed in subsection (a) of the uniform law are addressed under subsection (11) of the proposed Florida state.</p>

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<p>then transferor's interest in the real property vests in the surviving beneficiaries in the class in equal shares.</p> <p>5. If no beneficiary survives the transferor, the real property shall pass as provided by the Florida Probate Code.</p> <p>(c) If more than one beneficiary is designated and the type of tenancy is not specified, multiple beneficiaries shall take in accordance with s. 689.15.</p>	<p>designated beneficiary that fails to survive the transferor lapses.</p> <p>(3) Subject to paragraph (4), concurrent interests are transferred to the beneficiaries in equal and undivided shares with no right of survivorship.</p> <p>(4) If the transferor has identified two or more designated beneficiaries to receive concurrent interests in the property, the share of one which lapses or fails for any reason is transferred to the other, or to the others in proportion to the interest of each in the remaining part of the property held</p>	

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	<p>concurrently.</p> <p>(b) Subject to [cite state recording act], a beneficiary takes the property subject to all conveyances, encumbrances, assignments, contracts, mortgages, liens, and other interests to which the property is subject at the transferor's death. For purposes of this subsection and [cite state recording act], the recording of the transfer on death deed is deemed to have occurred at the transferor's death.</p> <p>(c) If a transferor is a joint owner and is:</p> <p>(1) survived by one</p>	

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	<p>or more other joint owners, the property that is the subject of a transfer on death deed belongs to the surviving joint owner or owners with right of survivorship; or</p> <p>(2) the last surviving joint owner, the transfer on death deed is effective.</p> <p>(d) A transfer on death deed transfers property without covenant or warranty of title even if the deed contains a contrary provision.</p>	
(12) RIGHTS OF CREDITORS.	SECTION 15. LIABILITY FOR CREDITOR CLAIMS AND STATUTORY	Because ownership does not transfer until after the

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<p>(a) During the transferor's life, creditors of the transferor have whatever rights with respect to the real property as the creditors would have if the transferor had not executed a transfer on death instrument.</p> <p>(b) During the transferor's lifetime, the interest of a beneficiary is an unvested expectancy interest, and the beneficiary's creditors or spouse have no rights to the real property.</p> <p>(c) Upon the death of the transferor, the beneficiary is personally liable for the expenses of the administration and obligations of the</p>	<p>ALLOWANCES.</p> <p>Alternative A</p> <p>A beneficiary of a transfer on death deed is liable for an allowed claim against the transferor's probate estate and statutory allowances to a surviving spouse and children to the extent provided in [cite state statute or Section 6-102 of the Uniform Probate Code].</p> <p>Alternative B</p> <p>(a) To the extent the transferor's probate estate is insufficient to satisfy an allowed claim against the estate or a statutory allowance to a surviving</p>	<p>transferor's death, the property remains subject to the claims of the transferor's creditors during the transferor's lifetime.</p> <p>Likewise, because the beneficiary has no interest in real property until the transferor's death and the interest of the beneficiary is an unvested expectancy interest, the property is not subject to the beneficiary's creditors or the beneficiary's spouse during the transferor's lifetime.</p> <p>Florida law currently does not provide for the enforcement of claims by the transferor's creditors when a transfer occurs by operation</p>

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<p>transferor's estate to the extent the transferor's probate estate and any trust described in s. 733.707(3) are insufficient to pay them as provided in s. 733.607(2), but only to the extent of the value of the real property received by the beneficiary under the transfer on death instrument, subject to the following:</p> <p>1. For purposes of the constitutional exemption from creditor claims for protected homestead, a transfer on death instrument shall be treated as a devise which may qualify as protected homestead as defined under s. 731.201(33). A determination</p>	<p>spouse or child, the estate may enforce the liability against property transferred at the transferor's death by a transfer on death deed.</p> <p>(b) If more than one property is transferred by one or more transfer on death deeds, the liability under subsection (a) is apportioned among the properties in proportion to their net values at the transferor's death.</p> <p>(c) A proceeding to enforce the liability under this section must be commenced not later than [18 months] after the transferor's death.</p>	<p>of law on the owner's death. Although there is indirect references in case law involving Totten Trust accounts, there is no case law or statutory law subjecting an account or property that transfers upon the owner's death by operation of law with respect to transfer on death bank accounts, real property or financial accounts owned with rights of survivorship, financial accounts or securities with designated beneficiaries, and life insurance policies passing to beneficiaries.</p> <p>Florida law has not adopted other uniform acts that</p>

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<p>of the protected status of the property transferred may be obtained in a proceeding under the Florida Probate Code or ch. 86, Florida Statutes</p> <p>2. In calculating the beneficiary's share of liability, the abatement rules provided in the Florida Probate Code shall be applied, and the property received by the beneficiary pursuant to the transfer on death instrument shall be treated as if it were property specifically devised by the decedent's will.</p> <p>3. The value of the property received by the beneficiary pursuant to the transfer on</p>		<p>subject transfer on death assets to probate and/or the claims of the transferor's creditors. The Real Property, Probate and Trust Law Section of the Florida Bar established a committee to investigate and draft legislation to subject transfer on death property to the claims of the transferor's creditors, but the proposal was not adopted by the Executive Council in 2013 when a thorough, comprehensive proposal was submitted to a vote. A proposal to subject transfer on death instruments to probate on the owner's death might be consistent with the</p>

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<p>death instrument shall be the fair market value of the property at the time of the transferor's death, less the amount of any liens and encumbrances on the property at the time of the transferor's death.</p> <p>4. The personal representative shall certify in writing the amount that must be paid to the estate by serving the beneficiary with a written statement of liability in the manner provided for formal notice as provided under the Florida Probate Rules.</p> <p>5. The beneficiary is personally liable to the estate for the amount</p>		<p>national uniform act and a majority of states that have adopted the uniform act, but it would be a departure from current Florida law.</p> <p>The Florida proposal seeks to balance the interests of the transferor's creditors and the desire to pass title and not make vesting of title at the transferor's death indeterminable. The proposal protects secured creditors who have perfected their interests during the transferor's lifetime by having beneficiaries take title subject to those interests. The proposal protects the unsecured creditors of the transferor's</p>

Proposed Florida Legislation	The Uniform Real Property Transfer on Death Act	Comments
<p>specified in the statement of liability. Any amount that the beneficiary has paid toward the expenses of the administration and obligations of the transferor's estate shall be credited against the amount that the beneficiary owes the estate under this section.</p> <p>6. If the beneficiary under a transfer on death instrument is the trustee of the transferor's revocable trust, as described in s. 733.707(3), and the trustee has distributed the property in accordance with the terms of the trust, then the beneficiaries of the trust who received the distribution</p>		<p>estate by making the beneficiaries personally liable to the transferor's estate for the for the expenses of the administration and obligations of the estate to the extent the estate and the transferor's revocable trust are insufficient to pay such items.</p> <p>There are two ways to protect unsecured creditors: impose transferee liability on the beneficiary, and not allow the unsecured creditor to lien the property, or impose the liability to the unsecured creditor on the property.</p> <p>The latter would make title</p>

Proposed Florida Legislation	The Uniform Real Property Transfer on Death Act	Comments
<p>shall be treated as the beneficiaries who are subject to liability under this section.</p> <p>7. On or before the expiration of 90 days from the service of the written statement of liability, the beneficiary may file a written objection to the amount of the reimbursement or liability. If an objection is filed, either the personal representative or the beneficiary may petition the court for an order determining the amount of the reimbursement or liability in a proceeding governed by the Florida Probate Code and the Florida</p>		<p>indeterminable and the property subject to creditors until the transferor had been dead for two years. The former allows title to vest not subject to the transferor's creditors so that title can continue to pass from the beneficiary at anytime and also protects the unsecured creditors who file a legitimate claim against the transferor's estate in a probate proceeding.</p> <p>It is clear that an unsecured creditor can only enforce a claim against the transferor's estate in probate.</p> <p>An unsecured creditor may not assert a lien against the</p>

Proposed Florida Legislation	The Uniform Real Property Transfer on Death Act	Comments
<p>Probate Rules. If no objection is filed within the time permitted, the written statement of liability shall be binding and enforceable against the beneficiary.</p> <p>8. Nothing in this subsection shall entitle an unsecured creditor of the deceased transferor to claim or assert a lien against the property transferred by a transfer on death instrument. Bona fide purchasers and lenders for value who purchase from, or lend to, a beneficiary under a transfer on death instrument take title free and clear of all unsecured claims against the deceased transferor's estate, whether</p>		<p>property and bona fide purchasers from the beneficiary take title free and clear of unsecured creditors of the transferor.</p> <p>The personal representative must certify in writing to the beneficiary the expected contribution from the beneficiary. The beneficiary's liability is limited to the value of the property the beneficiary received. The beneficiary may object to the liability the personal representative is seeking to impose and petition the court for a determination.</p> <p>Homestead transferred by TODI is protected to the same</p>

Proposed Florida Legislation	The Uniform Real Property Transfer on Death Act	Comments
<p>probate proceedings have been initiated or not.</p> <p>9. An unsecured creditor of the deceased transferor may only enforce its claim against the decedent's estate in a proceeding governed by the Florida Probate Code and the Florida Probate Rules.</p> <p>(d) This section shall not be construed to prevent the enforcement of:</p> <p>1. Mortgages, security interests, or liens perfected during the transferor's life and encumbering the specific real property described in the transfer on death instrument.</p> <p>2. Judgement liens against</p>		<p>extent it would be otherwise and can be the subject of a petition to determine homestead status.</p>

Proposed Florida Legislation	The Uniform Real Property Transfer on Death Act	Comments
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non-homestead real property for which execution or other process had issued against the real property during the transferor's lifetime.		
<p>(13) FORM OF TRANSFER ON DEATH INSTRUMENT PRESCRIBED. A transfer on death instrument must be in a form substantially similar to the following:</p> <p>TRANSFER ON DEATH INSTRUMENT</p> <p>(Florida Statute Sec. 689.30)</p> <p>THIS INSTRUMENT MUST BE EXECUTED WITH THE FORMALITIES REQUIRED BY S. 689.01, ACKNOWLEDGED AS REQUIRED BY</p>	<p>[SECTION 16. OPTIONAL FORM OF TRANSFER ON DEATH DEED.</p> <p>The following form may be used to create a transfer on death deed. The other sections of this [act] govern the effect of this or any other instrument used to create a transfer on death deed:</p> <p>.....</p>	<p>As with the uniform act, the Florida proposal contains a form for a transfer on death instrument.</p>

Proposed Florida Legislation	The Uniform Real Property Transfer on Death Act	Comments
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<p>S. 695.03, AND RECORDED IN THE OFFICIAL RECORDS OF THE COUNTY IN WHICH THE REAL PROPERTY IS LOCATED PRIOR TO THE DEATH OF THE TRANSFEROR.</p> <p>This transfer on death instrumenteed, executed this ____ day of _____, _____, by _____ ("Transferor"), transfers the following described real property located in _____ County, Florida:</p> <p>[insert property address, property appraiser's parcel identification number, and legal description of the Property or attach Exhibit A if more space is needed]</p>		
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Proposed Florida Legislation	The Uniform Real Property Transfer on Death Act	Comments
<p>upon the death of the Transferor, without payment of consideration and without warranties, to _____ ("Beneficiary") in accordance with Sec. 689.30, F.S.</p>		
	<p>[SECTION 17. OPTIONAL FORM OF REVOCATION. The following form may be used to create an instrument of revocation under this [act]. The other sections of this [act] govern the effect of this or any other instrument used to revoke a transfer on death deed.</p>	<p>The proposal for Florida does not provide a form for revocation, but does describe the requirements, which include a document meeting the requirements for a deed to be recorded in the official records.</p>
	SECTION 18. UNIFORMITY OF	

Proposed Florida Legislation	The Uniform Real Property Transfer on Death Act	Comments
	<p>APPLICATION AND CONSTRUCTION.</p> <p>In applying and construing this uniform act, consideration must be given to the need to promote uniformity of the law with respect to its subject matter among the states that enact it.</p>	
	<p>SECTION 19. RELATION TO ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. This [act] modifies, limits, and supersedes the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001, et seq., but does not modify, limit, or supersede Section 101(c) of that act, 15 U.S.C. Section</p>	<p>Florida's overall recognition of the Electronic Signatures Act, and its own statutory provisions would apply to transfer on death instruments.</p>

Proposed Florida Legislation	The Uniform Real Property Transfer on Death Act	Comments
	7001(c), or authorize electronic delivery of any of the notices described in Section 103(b) of that act, 15 U.S.C. Section 7003(b).	

V. STATUTES REQUIRING REVISION TO ACCOMMODATE NEW S. 689.30

Several statutes must be revised to accommodate the existence of new S. 689.30. They are enumerated below. The proposed language in bill format of statutes requiring revision begins on line 271 and ends on line 334 of the proposed bill.

A. Statutes Requiring Revision

1. Creation of new 733.607(3)
2. Creation of new 733.707(4)
3. Creation of new 744.441(23)
4. Revision to 732.2035(5)
5. Creation of new 732.7035(10)
6. Renumbering of current 732.7035(10) to (11)
7. Revision to 732.7025(1)

VI. FISCAL IMPACT ON STATE AND LOCAL GOVERNMENTS

By reducing confusion and ambiguity in the current methods of transfer-on-death of real property, the proposal will reduce the potential of litigation and the need for judicial intervention in the process. By reducing the number of estates that require probate, the proposal would benefit the state of Florida by reducing the workload on the state's judiciary and clerks' offices.

VII. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR

The committee believes that there is no adverse direct economic impact on the private sector. Americans have been seeking and utilizing non-probate transfers for decades. The creation of the transfer on death instrument for real property will reduce the cost of transferring real property in such transactions and provide an affordable, lower-cost planning option for Florida real property owners. The proposal provides a method for Floridians to transfer real property in a simplified manner outside of probate not unlike beneficiary designations utilized to transfer bank accounts, securities, and life insurance proceeds, to name a few other asset classes. Unsecured creditors of the transferor's estate, through the probate process, have a means to make the beneficiary liable for the transferor's obligations. Imposing transferee liability on the beneficiary rather than imposing liability on the property balances the rights of the creditors with the need to have alienable title prior to the two year running of the statute of repose under s. 733.710, Florida Statutes.

By not subjecting the transferred property itself to probate and the claims of the transferor's creditors (and imposing only transferee liability), some may argue that this defeats the claims of legitimate creditors. Those who advance credit to Floridians have options to protect their interests by requiring collateral or other security, and by declining to advance credit to those who are not credit-worthy. Secured creditors who have perfected their interests in the property are protected and the beneficiary takes the property subject to those perfected secured interests.

VIII. CONSTITUTIONAL ISSUES

This proposal is consistent with the provisions of Article I, section 2, and Article X, section 4, of the Florida Constitution.

IX. OTHER INTERESTED PARTIES

The Elder Law Section of the Florida Bar

The Business Law Section of the Florida Bar

The Health Law Section of the Florida Bar

The Family Law Section of the Florida Bar

Rev. 20240901 v1 (Coral Gables)



The Florida Bar

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REAL PROPERTY, PROBATE AND TRUST LAW SECTION LEGISLATIVE OR POLITICAL ACTIVITY REQUEST FORM

- This form is for Section Committees to seek approval for Section legislative or political activities.
- Legislative or political activity is defined in the Standing Board Policies of The Florida Bar (SBP 9.11) as "activity by The Florida Bar or a bar group including, but not limited to, filing a comment in a federal administrative law case, taking a position on an action by an elected or appointed governmental official, appearing before a government entity, submitting comments to a regulatory entity on a regulatory matter, or any type of public commentary on an issue of significant public interest or debate."
- Requests for legislative and political activity must be made on this form and submitted to the RPPTL Legislation Committee, with your Committee's white paper.
- Pursuant to SBP 9.50(d), the Section must advise The Florida Bar of proposed legislative or political activity AND circulate the proposal to all Bar divisions, sections and committees that might be interested in the issue.
 - Committees must check with other interested Bar divisions, sections and committees to see if there are comments or issues.
 - If comments have been received from another interested group, the comments must be included.
 - If comments have not yet been received, the proposal may still be submitted to the Legislation Committee, with a list of the interested groups that have been notified and the dates and methods of notification.
 - If a decision needs to be expedited, the proposal must explain the need for an expedited decision and request a specific deadline for a decision by the Bar.
- The Legislation Committee will review the proposal.
 - The proposal will then need to be presented at the Division Round Table.
 - Then, published as an Information Item to the Executive Council.
 - Then, published as an Action Item to the Executive Council.

General Information

Submitted by: The Probate & Trust Litigation Committee

Contact: R. Lee McElroy, 3501 PGA Boulevard, Suite 201, Palm Beach Gardens, FL 33410, (561) 291-2043

Alexander S. Douglas, II, 1000 Legion Place, Suite 1700, Orlando, FL 32801 (407) 581-9800

Proposed Advocacy

Complete #1 below if the issue is legislative OR #2 if the issue is political; AND #3 must be completed.

1. Proposed Wording of Legislative Position for Official Publication

Support of legislation creating a summary process allowing trustee discharge in non-adversarial trust administrations without the need for judicial process.

2. Political Proposal

_____ N/A _____

3. Reasons For Proposed Advocacy

- a. Per SBP 9.50(a), does the proposal meet all three of the following requirements?
(select one) ☒ Yes ☐ No

- It is within the group's subject matter jurisdiction as described in the Section's Bylaws;
- It is beyond the scope of the Section/Bar's permissible legislative or political activity, or within the Section/Bar's permissible scope of legislative or political activity and consistent with an official Section/Bar position on that issue; and
- It does not have the potential for deep philosophical or emotional division among a substantial segment of the Bar's membership.

- b. Additional Information: _____
-
-
-

Referrals to Other Committees, Divisions & Sections/Voluntary Bar Groups

Pursuant to SBP 9.50(d), the Section must provide copies of its proposed legislative or political actions to all Bar committees, divisions, sections and voluntary bar groups that may be interested in the issue. **List** all Bar committees, divisions, sections and voluntary bar **groups that this proposal has been shared with** pursuant to this requirement, **the date the proposal was shared**, and **provide all comments** received from such groups as part of your submission. The Section may submit its proposal before receiving comments, but only after the proposal has been provided to other bar divisions, sections or committees. A form for sharing proposals is available for this purpose.

Not at this point.

Contacts

Legislation Committee Appearance *(list name, address and phone #)*

Sancha K. Brennan, Legislation Committee Co-Chair, 545 Delaney Avenue, Hovey Court, Bldg. 1, Orlando, FL 32801, Telephone: 407-893-7888

Appearances before Legislators *(list name and phone # of those having direct contact before House/Senate committees)*

Peter M. Dunbar, Martha J. Edenfield, and H. French Brown, IV

c/o Jones Walker, 106 E. College Avenue, Suite 1200, Tallahassee, FL 32301-7741,
Telephone 850-214-5100

Meetings with Legislators/staff *(list name and phone # of those having direct contact with legislators)*

WHITE PAPER

Statutory Settlement of Accounts and Discharge of Trustee

I. SUMMARY

This bill reinforces the longstanding Florida public policy for the efficient administration of trusts in Florida by adopting a summary process allowing trustee discharge in non-adversarial trust administrations without the need for judicial process. Trustees currently face difficulty obtaining a discharge from liability at the conclusion of the trustee's administration. Because current law requires unanimous affirmative consent from all qualified beneficiaries or the filing of a costly lawsuit to obtain judicial discharge, even in situations where there is no objection or question regarding the right to end the administration the trust is forced to bear significant costs. This bill creates a statutory framework to settle trust accounts and obtain trustee discharge without these additional costs.

II. CURRENT SITUATION

Under the Florida Trust Code (the "Trust Code"), the trustee has duties to report and account to the beneficiaries of the trust, this includes an obligation to keep beneficiaries reasonably informed regarding the administration. The trustee is required to keep beneficiaries reasonably informed and to provide the beneficiaries with a statement of the trust account annually. The law places the burden on the trustee, holding the trustee liable if he or she fails to keep clear, distinct, and accurate accounts, or even if the trustee loses his or her accounts. *Traub v. Traub*, 135 So.2d 243 (Fla. 3d DCA 1961) (holding liable a trustee whose accounting information was destroyed by flooding during a hurricane). In addition to the Trust Code's requirements to inform and account to beneficiaries, current law provides standards for the form and content of the accounting.

Section 736.1008, F.S., specifies limitation periods for claims by a beneficiary against a trustee for failing to comply with their duties. Generally, the limitations period on a trustee's actions is four-years. This time can be shortened to six-months if the trustee sends the beneficiary a statutory notice and adequately discloses the matters in writing to the beneficiary. Fla. Stat. § 736.1008(2). Within the four year period, or if shortened to six months, a beneficiary who seeks to challenge actions by the trustee must file a civil lawsuit for breach of trust. If applicable limitations period expires without the filing of a lawsuit, the disclosed actions of the trustee are considered accepted by the beneficiary and no longer available for challenge.

At the conclusion of a trustee's tenure, whether it be due to the resignation or removal of the trustee or because the trust may be terminating all together, the trustee is required to provide an account of their actions to the beneficiaries. Fla. Stat. § 736.0813(1)(d). There are currently three ways that this can be done: (1) all of the beneficiaries to the trust waive a final accounting and provide the trustee with a release relating to the administration, (2) the trustee produces a final accounting and either waits the applicable limitations period or receives a written approval of the accounts from all of the beneficiaries, or (3) the trustee files a civil lawsuit, attaching the final accounting to a complaint which is served on the beneficiaries, and asks the Court to approve the accounting.

Each of these methods have pros and cons, but most glaringly is the interplay between significant cost associated with the production of a final accounting and/or lawsuit versus the

beneficiaries' need for this information. The beneficiaries of the trust are put into a difficult position of bearing a large expense to have the accounting produced and reviewed, even when there is no fight, or having to waive the accounting all together to avoid that cost. On the other hand, the trustee also has a right to produce and provide the accounting in order to have as full and complete a release from liability as possible, and often it is the trustee that insists upon this process.

Accordingly, under current law, trusts do not have an efficient way to discharge a trustee in non-adversarial situations. This bill seeks to rectify this by installing a summary proceeding which has been similarly adopted in other states which (a) provides the beneficiaries of the trust with the necessary information, (b) provides the trustee with the necessary discharge of liability, (c) expedites the process for all interested parties, and (d) greatly reduces the cost without sacrificing due process.

III. EFFECT OF PROPOSED CHANGES

This bill creates a statutory, summary process to settle trust accounts when the trustee has complied with their fiduciary duties during the administration. To ensure application to only non-adversarial situations, the process is limited only to trustees who have substantially complied with their duties of informing and accounting to beneficiaries. This bill adopts what is known as a negative consent process, a process in which a person is served with a document and considered to have approved the document unless they speak up within a set timeframe, for obtaining a discharge consistent with the Trust Code's use of trust disclosure statements sent to beneficiaries. This structure is similar to processes adopted in multiple other states in addressing trust accountings and is not dissimilar from negative consent processes already included in Florida law, such as in cases of Florida Chapter 727 assignments, and under Federal bankruptcy laws.

The bill creates a new section in the Trust Code, § 736.10085, which contains this newly adopted process. Subsection (1) governs the trustees who have standing to pursue a statutory discharge and prevent any potential misapplication. A trustee may only utilize this summary process if the trustee has provided trust accountings in substantial compliance with the Trust Code's accounting requirement. The framework is limited to only three scenarios in which the trustee's administration is ending—termination of the trust, resignation of the trustee, or removal of the trustee.

§ 736.10085(2) delineates the written information that must be sent to the qualified beneficiaries of the trust to provide the required statutory notice. Consistent with trust disclosure documents in 736.1008, the trustee seeking discharge must provide comprehensive information about the trust. The trust disclosure statement must include a) the name and contact information of the trustee seeking discharge, b) the proposed plan of distribution of trust assets controlled by the trustee, c) a trust accounting meeting all of the requirements itemized in Section 736.08135 unless previously waived, and d) a specific negative consent notice notifying beneficiaries that they do not object in writing to the discharge within 60 days, they have consented to the discharge. In addition, § 736.10085(3) gives the trustee discretion to provide the same information to any person the trustee reasonably believes may have an interest in the trust. This ensures that the trustee is not acting improperly by giving interested persons needed information.

§ 736.10085(4), gives the recipient of the information 60 days to object and details the simple process for objection. The beneficiary is not required to make the objection in a particular form, nor does it need to explicitly state the objectionable material; instead, the statute merely requires that the beneficiary make a written objection which is then sent to the trustee in a manner reasonably suitable under the circumstances and likely to result in receipt. An example of a sufficient objection would be putting a letter in the mail to the trustee that states “I object to your disclosure document.” The goal of such a minimal response by the beneficiary is to ensure that there is little burden to avoiding the summary process should the beneficiary desire.

If a written objection is made by a beneficiary, the trustee *may not* utilize the summary procedure and must instead proceed under Florida’s already existing laws which were described above. See, § 736.10085(4). On the other hand, if no objection is made or if there is a waiver of the 60-day period by the beneficiary, the trustee may proceed with the distributions laid out in the disclosure document and effectively wrap up the trustee’s administration. Fla. Stat. § 736.10085(5) and (6).

The bill also provides that this is an additional process under the Trust Code and is not intended to replace the other processes for discharge already included in Florida law.

IV. FISCAL IMPACT ON STATE AND LOCAL GOVERNMENTS

The proposal will reduce the number of civil proceedings related to discharge of a trustee and approval of accountings which will provide a reduction in judicial court administration costs.

V. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR

The proposal will reduce the number of civil proceedings related to discharge of a trustee and approval of accountings. Further, the proposed summary process will reduce fees and costs associated with trust administrations, including among other things accounting fees associated with accounting preparation and legal fees associated with notice and court proceedings. These savings pass to the trust beneficiaries as the trust funds are currently required to bear the weight of these expenses in most instances.

VI. CONSTITUTIONAL ISSUES

None.

VII. OTHER INTERESTED PARTIES

None.

1 A bill to be entitled

2
3 An act allowing trustee to obtain a discharge without a release
4 agreement or judicial action.

5
6 Be it enacted by the Legislature of the State of Florida:

7
8 **Section 1.** Section 736.10085 is created to read:

9
10 (1) A trustee of a trust who is in substantial compliance with the duty to
11 inform and account under s. 736.0813 may obtain a settlement of its
12 accounts and be discharged in accordance with this section when either
13 of the following occur more than 6 months after the trustee's acceptance:

- 14
15 (a) A trust terminates; or
16 (b) A trustee resigns or is removed.

17
18 (2) A trustee proceeding under this section must send to the qualified
19 beneficiaries of the trust, any cotrustee, and the immediate successor
20 trustee (if the trust is not terminating) a trust disclosure document as
21 defined in section 736.1008 (4) which contains the following:

- 22
23 (a) The name, mailing address, telephone number, and e-mail
24 address of the trustee seeking discharge pursuant to this section;
25 (b) A plan of distribution with a schedule of the assets reasonably
26 anticipated to be disbursed or distributed by the trustee, the amount
27 of debts, expenses, taxes to be paid by the trustee, and any
28 reasonable reserve to be held by the trustee;
29 (c) If the trustee's duty to account has not been waived, a trust
30 accounting as defined in section 736.1008(4) for the period for
31 which an accounting has not been previously provided to the
32 qualified beneficiaries of the trust;
33 (d) A statement that the trust has terminated or that the trustee has
34 resigned or been removed; and

(e) A notice with substantially the following language: “NOTICE: Any claim or cause of action you might have against the trustee arising from any matter disclosed in a trust disclosure document may be barred unless a written statement objecting is received by the trustee from you within 60 days of your receipt of this trust disclosure document and notice. If you have questions, please consult your attorney.”

(3) The trustee may also send the trust disclosure document described in this section to any other person whom the trustee reasonably believes would be affected by this trust disclosure document. The trust disclosure document and objection, if any, described in this section shall be sent as provided by s. 736.0109, except 736.0109(3) shall not apply.

(4) If within 60 days after receipt by a person whom the trustee provided the trust disclosure document described in this section, a trustee receives a written objection, which need not state the grounds for the objection or be in any particular form, this section is not applicable.

(5) If no timely written objections are received by the trustee, upon completion of all distributions or transfers in accordance with the plan of distribution, the trustee is discharged from all liability and claims arising from any matter adequately disclosed, as defined in s. 736.1008(4), in the trust disclosure document described in this section, including any claim that the trustee is not in substantial compliance with s. 736.0813, with the same preclusive effect as if the court had entered a final order approving that act or omission.

(6) A waiver of the right to object pursuant to this section shall be treated as the expiration of the 60 day period without objection.

(7) The provisions in this section are in addition to, and not a replacement of, rights of a trustee to otherwise settle the trustee’s accounts.

69 **Section 2. This act is effective upon becoming law and applies to all**
70 **trusts that are irrevocable or become irrevocable on or after the**
71 **effective date.**
72