

27 723.059 Rights of purchaser.—

28 (1) The purchaser of a mobile home within a mobile home
 29 park may become a tenant of the park if such purchaser would
 30 otherwise qualify with the requirements of entry into the park
 31 under the park rules and regulations, subject to the approval of
 32 the park owner, but such approval may not be unreasonably
 33 withheld.

34 (2) Properly adopted ~~promulgated~~ rules may provide for the
 35 screening of a any prospective purchaser to determine whether
 36 the ~~or not such~~ purchaser is qualified to become a tenant of the
 37 park.

38 (3) The purchaser of a mobile home who becomes a resident
 39 of the mobile home park in accordance with this section has the
 40 right to assume the remainder of the term of a any rental
 41 agreement then in effect between the mobile home park owner and
 42 the seller and may assume ~~shall be entitled to rely on the terms~~
 43 ~~and conditions of the prospectus of the seller and the terms~~
 44 therein, if not prohibited by the terms of the prospectus or
 45 ~~offering circular as delivered to the initial recipient. The~~
 46 purchaser must elect to assume the seller's prospectus or must
 47 agree to accept a new prospectus from the mobile home park
 48 owner.

49 (4) This section does not ~~However, nothing herein shall be~~
 50 ~~construed to~~ prohibit a mobile home park owner from increasing
 51 the rental amount to be paid by the purchaser upon the
 52 expiration of the assumed rental agreement in an amount deemed

53 appropriate by the mobile home park owner, so long as such
 54 increase is disclosed to the purchaser prior to the execution of
 55 the rental agreement or prior to his or her occupancy, whichever
 56 occurs first, and is imposed in a manner consistent with the
 57 annual rent increase as provided in the seller's initial
 58 offering circular or prospectus and this act. Following the
 59 assumed rental agreement and the initial increase, if any, set
 60 pursuant to the seller's prospectus, any subsequent increases in
 61 the new lease and any additional fees to be paid shall be
 62 subject to the terms of the purchaser's prospectus after the
 63 purchaser elects to either assume the seller's prospectus or
 64 agrees to accept a new prospectus from the mobile home park
 65 owner.

66 (5) At the time the purchaser signs the purchase
 67 agreement, the seller shall notify the mobile home park owner of
 68 his or her intent to sell the mobile home.

69 (6) Prior to the execution of the rental agreement or
 70 prior to the purchaser's occupancy, whichever occurs first, the
 71 mobile home park owner or its agent shall:

72 a. Inform the purchaser of his or her right to assume the
 73 prospectus prior to the execution of the rental agreement or
 74 prior to the purchaser's occupancy, whichever occurs first.

75 b. Provide a copy of the seller's prospectus.

76 c. Provide a written document explaining that, following
 77 the assumed rental agreement and the initial increase, if any,
 78 set pursuant to the seller's prospectus, any subsequent

79 increases in the rent and any additional fees to be paid shall
 80 be subject to the terms of the purchaser's prospectus after the
 81 purchaser elects to either assume the seller's prospectus or
 82 agrees to accept a new prospectus from the mobile home park
 83 owner.

84 d. Provide a copy of the provisions of this section.

85 e. If the purchaser elects to not assume the seller's
 86 prospectus, provide a copy of a new, division approved
 87 prospectus with an explanation of the provisions of the new
 88 prospectus.

89 f. Provide a one page summary of the prospectus the
 90 purchaser elects to accept, including, at a minimum, the
 91 following:

92 1. Address of the lot being rented.

93 2. Name of mobile home park owner and manager with contact
 94 information.

95 3. A brief description of the rent and additional fees and
 96 charges.

97 4. A description of the manner in which all future annual
 98 rent increases will be determined.

99 5. The term of the rental agreements to be signed for the
 100 lot rental.

101 (7) Prior to the execution of the rental agreement or
 102 prior to the purchaser's occupancy, whichever occurs first, the
 103 purchaser and the mobile home park owner or its agent must sign
 104 an election form indicating whether the purchaser elects to

105 assume the seller's prospectus or agrees to accept a new
 106 prospectus. The election form shall be on a sheet of paper that
 107 is 8 ½ inches by 11 inches, shall address no other subject,
 108 shall be double spaced, and shall include substantially the
 109 following information in a font size of at least 14 points:

111 PROSPECTUS ELECTION FORM

112 THE PURCHASER ... (PURCHASER'S NAME)... OF A MOBILE HOME WHO
 113 BECOMES A RESIDENT OF THE MOBILE HOME PARK IN ACCORDANCE WITH S.
 114 723.059, FLORIDA STATUTES, HAS THE RIGHT TO ASSUME THE REMAINDER
 115 OF THE TERM OF ANY RENTAL AGREEMENT IN EFFECT AT THE TIME OF SALE
 116 AND MAY ASSUME THE PROSPECTUS OF THE SELLER ... (SELLER'S
 117 NAME)... AND THE TERMS THEREIN. THE MOBILE HOME PARK OWNER,
 118 ... (MOBILE HOME PARK OWNER'S NAME)... HAS NOTIFIED THE PURCHASER
 119 OF HIS OR HER RIGHT TO ASSUME THE SELLER'S... PROSPECTUS PRIOR TO
 120 THE SIGNING OF THE PURCHASE AGREEMENT BY THE PURCHSER. WITH
 121 REGARD TO THE PROSPECTUS, THE PURCHASER MAKES THE FOLLOWING
 122 DISCLOSURES:

123 1. The Mobile Home Park Owner has notified the purchaser
 124 of his or her right to assume the seller's prospectus:

125 Yes No

126 ... (Purchaser's Initials)...

127 ... (Mobile Home Park Owner's Initials)...

128 2. Purchaser has elected to assume the seller's prospectus:

129 Yes No

130 ... (Purchaser's Initials)...

131 ... (Mobile Home Park Owner's Initials)...
 132 2a. Mobile Home Park Owner has provided purchaser a copy of
 133 prospectus prior to the execution of the rental agreement or
 134 prior to the Purchaser's occupancy, whichever occurs first, as
 135 required by s. 723.059(6), F.S.: Yes No
 136 ... (Purchaser's Initials)...
 137 ... (Mobile Home Park Owner's Initials)...
 138 3. Purchaser has elected to accept a new prospectus from
 139 the Mobile Home Park Owner: Yes No
 140 ... (Purchaser's Initials)...
 141 ... (Mobile Home Park Owner's Initials)...
 142 3a. If the Purchaser has elected to accept a new
 143 prospectus from the Mobile Home Park Owner, the Mobile Home Park
 144 Owner has provided the copy of the new prospectus to the
 145 Purchaser prior to the execution of the rental agreement or
 146 prior to the Purchaser's occupancy, whichever occurs first. Yes
 147 No
 148 ... (Purchaser's Initials)...
 149 ... (Mobile Home Park Owner's Initials)...
 150 THE MOBILE HOME PARK OWNER SHALL MAINTAIN A SIGNED COPY OF THIS
 151 FORM AND SHALL PROVIDE A COPY TO THE PURCHASER UPON EXECUTION.
 152 THIS FORM IS SUBJECT TO INSPECTION BY THE DEPARTMENT OF BUSINESS
 153 AND PROFESSIONAL REGULATION.
 154 ... (Purchaser's Printed Name)...
 155 ... (Purchaser's Signature)...
 156 ... (Mobile Home Park Owner's Printed Name)...

157 ... (Mobile Home Park Owner's Signature)...

158 ... (Date)...

159 (8) The mobile home park owner or its agent is required to
 160 maintain a signed copy of the election form on file for the life
 161 of the prospectus, which is subject to verification by the
 162 Department of Business and Professional Regulation. The mobile
 163 home park owner shall also provide a copy of the election form
 164 to the purchaser.

165 (9)-(5) Lifetime leases, both those existing and those
 166 entered into after July 1, 1986, are ~~shall be~~ nonassumable
 167 unless otherwise provided in the lot rental agreement or unless
 168 the transferee is the homeowner's ~~home owner's~~ spouse. The
 169 renewal provisions in automatically renewable leases, both those
 170 existing and those entered into after July 1, 1986, are not
 171 assumable unless otherwise provided in the lease agreement.

172 Section 3. This act shall take effect July 1, 2014.