

Division of Motorist Services

Procedure VSTL-32

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Motor Vehicle Procedure Manual

Vessel and Title

Application For A Vessel Certificate of Title By Pawnbrokers

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Legal Authority

<u>Section 328.03(3), Florida Statutes</u>, provides for the transfer of a vessel certificate of title. <u>Section 539.001(1), Florida Statutes, states, This section may be cited as the "Florida Pawnbroking Act."</u>

Section 539.001(9)(c), Florida Statutes, states that all goods delivered to a pawnbroker in a pawn or purchase transaction must be securely stored and maintained in an unaltered condition within the jurisdiction of the appropriate law enforcement official for a period of 30 calendar days after the transaction. Those goods delivered to a pawnbroker in a purchase transaction may not be sold or otherwise disposed of before the expiration of such period.

Section 539.001(10), Florida Statutes, provides that pledged goods not redeemed within the 30-day period following the maturity date of a pawn are automatically forfeited to the pawnbroker; absolute right, title, and interest in and to the goods shall vest in and shall be deemed conveyed to the pawnbroker by operation of law; and no further notice is necessary.

Section 539.002, Florida Statutes, states, Chapter 538, Florida Statutes, does not apply to pawnbrokers licensed under the Florida Pawnbroking Act. Section 538.03(1)(a), Florida Statutes, defines a secondhand dealer as, any person, corporation, or other business organization or entity which is not a secondary metals recycler, which is engaged in the business of purchasing, consigning, or pawning secondhand goods. However, secondhand dealers are not limited to dealing only in items defined as secondhand goods in paragraph (g). Except as provided in subsection (2), the term means pawnbrokers, jewelers, precious

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metals dealers, garage sale operators, secondhand stores, and consignment shops.

Description and Use

This procedure provides information and instructions to assist Tax Collector Employees, and the Florida Department of Highway Safety And Motor Vehicles in processing applications for the transfer and issuance of certificates of title to pawnbrokers.

General Information

If the pawn or purchase transaction involves a vessel, the vessel must be delivered into the possession of the pawnbroker.

When the pawnbroker enters into any pawn or purchase transaction, the pawnbroker must complete a "pawnbroker transaction form" for the transaction, including an indication of whether the transaction is a pawn or a purchase. The pledgor or seller must sign the completed form.

Any vessel pledged to a pawnbroker which is not redeemed within 30 days following the maturity date of the pawn, if the 30th day is not a business day, then the following business day, is automatically forfeited to the pawnbroker by operation of law and no further notice is necessary.

Documentation Required and Special Instructions

- A. When a "pawn" is in default (not redeemed within 30 days following the maturity date of the pawn), the pawnbroker must submit the following documentation to the tax collector's office:
 - 1. The Florida or out-of-state certificate of title, or official proof of ownership.

The title does not have to be completed for transfer.

- 2. A form HSMV 82040, Application for Certificate of Title with/without Vehicle

 Registration, or HSMV 82041, Application for Vehicle/Vessel Certificate of Title and/or

 Registration, accurately completed by the pawnbroker.
 - The pawnbroker must obtain a title in their name prior to selling the vessel.
- 3. A copy of the Pawnbroker's Certificate of Registration issued by the Florida

 Department of Agriculture and Consumer Services pursuant to the requirements of Chapter 539, Florida Statutes.

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- 4. <u>A copy of the "pawnbroker transaction form" indicating the pawn. See Exhibits C & D concerning the "Pawnbroker Transaction Form."</u>
- 5. An affidavit stating the vessel has not been redeemed within the 30 day period following the maturity date of the pawn.
- 6. <u>Lien satisfaction(s) for any liens, as shown on the vessel records of this or any other</u> state.
- 7. Specify on form HSMV 82040, Application for Certificate of Title with/without
 Registration, or form HSMV 82041, Application for Vehicle/Vessel Certificate of Title
 and/or Registration, "Obtained pursuant to Chapter 539, Florida Statutes."
- 8. <u>A Florida registration number transferred to or issued for the vessel, or a non-use</u> affidavit.
- 9. Title fees.
- B. When the pawnbroker has held a vessel for a period of 30 calendar days after a "purchase transaction," and the pawnbroker is taking title, the pawnbroker must submit the following documentation to the tax collector's office:
 - 1. The Florida or out-of-state certificate of title, or official proof of ownership, accurately completed for transfer to the pawnbroker. The title MUST be completed for transfer to the pawnbroker.
 - 2. A form HSMV 82040, Application for Certificate of Title with/without Vehicle
 Registration, or HSMV 82041, Application for Vehicle/Vessel Certificate of Title and/or
 Registration, accurately completed by the pawnbroker. The pawnbroker must obtain
 a title in their name prior to selling the motor vehicle.
 - 3. <u>A copy of the Pawnbroker's Certificate of Registration issued by the Florida</u>

 <u>Department of Agriculture and Consumer Services pursuant to the requirements of Chapter 539, Florida Statutes.</u>
 - 4. <u>A copy of the "pawnbroker transaction form" indicating the purchase. See Exhibits C & D concerning the "Pawnbroker Transaction Form."</u>
 - 5. An affidavit stating the vessel has been held by the pawnbroker for a period of 30 calendar days after the date of the "purchase" transaction.
 - 6. <u>Lien satisfaction(s) for any liens, as shown on the vessel records of this or any other state.</u>
 - 7. Specify on form HSMV 82040, Application for Certificate of Title with/without Registration, or form HSMV 82041, Application for Vehicle/Vessel Certificate of Title and/or Registration, "Obtained pursuant to Chapter 539, Florida Statutes."

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- 8. <u>A Florida registration number transferred to or issued for the vessel, or a non-use affidavit.</u>
- 9. Title fees.

Miscellaneous Information

- A. <u>The pawnbroker transaction form will indicate whether the transaction was a pawn or a purchase.</u>
- B. <u>If the pawnbroker is taking title, a penalty fee is not applicable, as this is an operation</u> of law transaction.
- C. <u>Pawnbrokers may extend the maturity date for a transaction and must give the pledgor</u> a written memorandum (which may be a new transaction form) specifying the new default date.
- D. If an owner repurchases a vessel from a pawnbroker pursuant to a "purchase transaction" and sells the vessel to a new buyer, the owner must give the buyer an affidavit. The affidavit must explain why the certificate of title was assigned to the pawnbroker, state that the transfer to the pawnbroker is null and void and state the name of the new purchaser. This affidavit must be submitted to the license plate agency along with the certificate of title and application for title.
- E. A "Information Concerning Pawnbrokers" page is attached as Exhibit A.
- F. A documentation check list is attached as Exhibit B.
- G. <u>A "Definitions" page is attached as Exhibit C. H. S. 539. 001(8), Florida Statutes</u>
 (PAWNBROKER TRANSACTION FORM), is attached as Exhibit D.
- I. A "Pawnbroker Transaction Form" is attached as Exhibit E.

List of Exhibits

- A. Information Concerning Pawnbrokers
- B. Pawn Check List
- C. Definitions
- D. S. 539. 001(8), Florida Statutes: Pawnbroker Transaction Form
- E. Sample Pawnbroker Transaction Form

Revision(s) to Procedure

Revised the entire procedure.

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EXHIBIT A

Information Concerning Pawnbrokers

A "pawnbroker," as defined in Chapter 539, must be licensed by the Department of Agriculture and Consumer Services. This license is renewed annually. They must also obtain a local occupational license.

A pawnbroker does two types of transactions for vessels, which are:

- 1. **Pawn** Pawnbroker must take title.
- 2. **Purchase** Pawnbroker must take title.

The certificate of title **does not** have to be signed over for a "pawn."

The certificate of title **does** have to be signed over for a "purchase."

The motor vehicle must be in possession of the pawnbroker.

The instrument used by a pawnbroker to record a "pawn" or a "purchase" is a "Pawnbroker Transaction Form."

If the transaction is a "pawn," the vessel may be titled to the pawnbroker if the vessel is not redeemed within the 30-day period following the maturity date of the pawn.

If the transaction is a "purchase," the vessel may be titled to the pawnbroker if the vessel is not redeemed for a period of 30 days after the date of the purchase transaction.

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EXHIBIT B

Pawn Check List

The pawnbroker must obtain a title in their name prior to selling the motor vehicle.

FLORIDA RECORD HSMV 82040 or 82041 Florida Certificate	OUT-OF-STATE RECORD HSMV 82040 or 82041 HSMV 82042, or the VIN verification of Title section on form HSMV 82040 Out-of-state proof of ownership
NOTE: Title does not have to be completed for tran	sfer.
Copy of the "Pawnbroker's Registration Department of Agriculture and Consum	_
Copy of the "pawnbroker transaction fo	orm" indicating the "pawn."
An affidavit stating the motor vehicle had period following the maturity date of the	as not been redeemed within the 30 day ne pawn.
Specify on form 82040 or 82041 , "Obtain	ned pursuant to Chapter 539, Florida Statutes."
The Florida registration number transferre affidavit.	ed to or issued for the vessel, or non-use
Title fees.	
<u>Purchase C</u>	<u>heck List</u>
The pawnbroker must obtain a title in their nam	e prior to selling the motor vehicle.
FLORIDA RECORD	OUT-OF-STATE RECORD
HSMV 82040 or 82041 Florida Certificate	HSMV 82040 or 82041 Out-of-state proof of ownership
NOTE: Title must be completed for transfer.	

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______Copy of the "Pawnbroker's Registration Certificate" issued by the Florida Department of Agriculture and Consumer Services. EXHIBIT B, con't ______Copy of the "pawnbroker transaction form" indicating the "purchase." ______An affidavit stating the vessel has been held by the pawnbroker for a period of 30 calendar days after the date of the "purchase" transaction. ______Specify on form 82040 or 82041, "Obtained pursuant to Chapter 539, Florida Statutes." ______ The Florida registration number transferred to or issued for the vessel, or non-use affidavit. _____ Title fees.

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Exhibit C

Definitions

DEFAULT DATE

The date upon which the pledgor's right of redemption expires and absolute right, title, and interest in and to the pledged goods shall vest in and shall be deemed conveyed to the pawnbroker

by operation of law.

PAWN

An advancement of funds on the security of pledged goods on condition that the pledged goods are left in the possession of the pawnbroker for the duration of the pawn and may be redeemed by the pledgor on the terms and conditions contained in Chapter 539.

PAWNBROKER

Any person who is engaged in the business of making pawns; who makes a public display containing the term "Pawn," "pawnbroker," or "pawnshop" or any derivative thereof; or who publicly displays a sign or symbol historically identified with pawns. A pawnbroker may also engage in the business of purchasing goods which includes consignment and trade.

PAWNBROKER TRANSACTION

The instrument on which a pawnbroker record

pawns and purchases.

FORM

PAWNSHOP business.

The location at which a pawnbroker conducts

PERMITTED VENDOR

A vendor who furnishes a pawnbroker with an invoice specifying the vendor's name and address, the date of the sale, a description of the items sold, and the sales price, and who has an established

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place of business, or, in the case of a secondhand dealer as defined in s. 538.03, has represented in writing that such dealer has complied with all applicable recordkeeping, reporting, and retention requirements pertaining to goods sold or otherwise delivered to a pawnbroker.

PLEDGED GOODS

Tangible personal property that is deposited with, or otherwise delivered into the possession of a pawnbroker in connection with a pawn. "Pledged Goods" does not include titles or any other form of written security in tangible property in lieu of actual physical possession.

PLEDGOR

An individual who delivers pledged goods into the possession of a pawnbroker in connection with a pawn.

PURCHASE

The tranfer and delivery of goods, by a person other than a permitted vendor, to a pawnbroker by acquisition for value, consignment, or trade for other goods.

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Exhibit D

S. 539. 001(8), Florida Statutes: PAWNBROKER TRANSACTION FORM.

(a) At the time the pawnbroker enters into any pawn or purchase transaction, the pawnbroker shall complete a pawnbroker transaction

form for such transaction, including an indication of whether the transaction is a pawn or a purchase, and the pledgor or seller shall

sign such completed form. The agency must approve the design and format of the pawnbroker transaction form, which must be 81/2

inches x 11 inches in size and elicit the information required under this section. In completing the pawnbroker transaction form, the

pawnbroker shall record the following information, which must be typed or written indelibly and legibly in English.

- (b) The front of the pawnbroker transaction form must include:
- 1. The name and address of the pawnshop.
- 2. A complete and accurate description of the pledged goods or purchased goods, including the following information, if applicable:
- a. Brand name.
- b. Model number.
- c. Manufacturer's serial number.
- d. Size.
- e. Color, as apparent to the untrained eye.
- f. Precious metal type, weight, and content, if known.
- g. Gemstone description, including the number of stones.
- h. In the case of firearms, the type of action, caliber or gauge, number of barrels, barrel length, and finish.
- i. Any other unique identifying marks, numbers, names, or letters.

Notwithstanding sub-subparagraphs a.-i., in the case of multiple items of a similar nature delivered together in one transaction which

do not bear serial or model numbers and which do not include precious metal or gemstones, such as musical or video recordings,

books, and hand tools, the description of the items is adequate if it contains the quantity of items and a description of the type of items delivered.

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- 3. The name, address, home telephone number, place of employment, date of birth, physical description, and right thumbprint of the pledgor or seller.
- 4. The date and time of the transaction.
- 5. The type of identification accepted from the pledgor or seller, including the issuing agency and the identification number.
- 6. In the case of a pawn:
- a. The amount of money advanced, which must be designated as the amount financed;
- b. The maturity date of the pawn, which must be 30 days after the date of the pawn;
- c. The default date of the pawn and the amount due on the default date;
- d. The total pawn service charge payable on the maturity date, which must be designated as the finance charge;
- e. The amount financed plus the finance charge that must be paid to redeem the pledged goods on the maturity date, which must be designated as the total of payments;
- f. The annual percentage rate, computed according to the regulations adopted by the Federal Reserve Board under the federal Truth in

Lending Act; and

- g. The front or back of the pawnbroker transaction form must include a statement that:
- (I) Any personal property pledged to a pawnbroker within this state which is not redeemed within 30 days following the maturity date

of the pawn, if the 30th day is not a business day, then the following business day, is automatically forfeited to the pawnbroker, and

absolute right, title, and interest in and to the property vests in and is deemed conveyed to the pawnbroker by operation of law, and no

further notice is necessary;

- (II) The pledgor is not obligated to redeem the pledged goods; and
- (III) If the pawnbroker transaction form is lost, destroyed, or stolen, the pledgor must immediately advise the issuing pawnbroker in

writing by certified or registered mail, return receipt requested, or in person evidenced by a signed receipt.

- (IV) A pawn may be extended upon mutual agreement of the parties.
- 7. In the case of a purchase, the amount of money paid for the goods or the monetary value assigned to the goods in connection with the transaction.

8. A statement that the pledgor or seller of the item represents and warrants that it is not stolen, that it has no liens or encumbrances

against it, and that the pledgor or seller is the rightful owner of the goods and has the right to enter into the transaction. Any person

who knowingly gives false verification of ownership or gives a false or altered identification and who receives money from a

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pawnbroker for goods sold or pledged commits:

a. If the value of the money received is less than \$300, a felony of the third degree, punishable as provided in s. 775.082, s. 775.083,

or s. 775.084.

- b. If the value of the money received is \$300 or more, a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- (c) A pawnbroker transaction form must provide a space for the imprint of the right thumbprint of the pledgor or seller and a blank line for the signature of the pledgor or seller.
- (d) At the time of the pawn or purchase transaction, the pawnbroker shall deliver to the pledgor or seller an exact copy of the completed pawnbroker transaction form.

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Exhibit E

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Exhibit E, Page 2

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In consideration of and to secure the amount identified as the Total of Payments, Pledgor hereby deposits with the issuer of this pown ticket the Pledged Goods described on the reverse hereof The Pledgot/Seller represents and warrants that the pledged/solid goods are not stolen, rented, or leased, and that they have no liens or encumbrances against them. Pledgon/Seller also attests to be the right to pledged-solid property, and that Pledgon/Seller has the right to pledged-solid property. Pledgon/Seller attests that the Pledgon/Seller is not in voluntary or involuntary bankruptcy of any type and is at least 18 years of age. Any personal property piedged to a Pawnbroker within this state which is not redeemed within 30 days following the maturity date of the pawn, if the 30th day is not a business day, then the following business day, is automatically forfeited to the Pawnbroker, and absolute right, title, and interest in and to the property vests in and is deemed conveyed to the Pawnbroker by operation of law, and no further notice is necessary. The Pledgor is not obligated to redeem the pledged goods. In this pawn transaction a Pawnbroker may contract for and receive a Dawn service tharge /Pinance Charge) of 25 percent of the Amount Financed for each 30 day period, except that the Pawnbroker is entitled to receive a minimum pawn service charge of \$5.00 for each such 30 day period, This pawn service charge consists of 2 percent interest charge and the remainder in storage and service fees. On pladged goods redeemed within the first 30 days from the date of the pawn transaction, a Pawnbroker may collect a 25 percent pawn service charge. On pledged goods redeemed after the first 30 days but before the 61st day effect the date of the pawn transaction, a Pawnbroker may collect a pawn service fee equal to twice the amount charged for the first 30 day period. A pawn may be extended upon mutual agreement of the parties. In this event, the daily pawn service charge for the extension shall be equal to one-thirtieth of the original pawn service charge. Proper identification required on all redemptions. Firearms only redeemable by the original Pladgor. On other types of loans and during the first 30 days after the original transaction date only the original Pladgor or Pladgor's authorized representative is antified to redeem the pladgor goods. After the first 30 days, only the original Pladgor or the Pladgor's authorized representative is antified to redeem the pladgor goods. (Area the first 30 days, only the original Pladgor or the Pladgor's authorized representative, the Pawnbroker is not required to allow the redemption of the pladgor goods by such person. The platgor goods must sign the Pladgor's copy of the pawnbroker transaction form, which the pawnbroker will retain as evidence of the person's receipt of the pladgod goods, if the person redeeming the pladgod goods is the Pladgor's authorized representative, that person must present notatized authorization from the original Pladgor and show identification to the Pawnbroker and the Pawnbroker shall record that person's name, address and identification on the pawnbroker transaction form retained by the pawnshop. Any person who knowingly gives false verification of ownership or gives a false or altered identification and who receives money from a Pawnbroker for goods sold or pledged commits.

(a) If the value of the money received is less than \$300, a felory of the third degree, punishable as provided in s.775.083, or s.775.083, or s.775.084.

(b) If the value of the money received is \$300 or more, a felory of the second degree, punishable as provided in s.775.082, s.775.083, or s.775.084. If the pawnbroker transaction form is lost, destroyed, or stolen, the Piedgor must immediately advise the issuing Pawnbroker in writing by certified or registered mail, return receipt requested, or in person evidenced by a signed receipt. If the pladged goods are lost or damaged while in the Pawinterokar's possession, the Pawinterokar may satisfy the Pladger's claim by replacing the florm with like kind of merchandise of equal value, with which the Pladger can reasonably replace the goods. Such replacement is a defense to any civil action based upon the loss or damage of the goods. In the event of litigation or arbitration, the losing party shall be responsible for all the attorney's fees of both parties. Pledged goods may be redeemed by mail by agreement between the Pledgor and the Pawnbroker. The Pledgor must pay in advance all monies due and a charge by the Pawnbroker to recover the cost and expenses involved in packaging, insuring, and shipping or the pledged goods. The Pawnbroker's liability for loss or damage in connection with the shipment of such pledged goods is limited to the amount of the insurance coverage obtained. No oral representation shall in any way change or modify these written conditions, and such oral representations shall in no way be binding upon the issuer of this pawn floket. . PROPER IDENTIFICATION REQUIRED ON ALL REDEMPTIONS - FIREARMS ONLY REDEEMBLE BY THE ORIGINAL PLEDGOR -• NO GOODS SHOWN FOR REDEMPTION UNLESS PAID IN ADVANCE • NO PERSONAL CHECKS ACCEPTED • NO GOODS SENT COD • VERBAL AGREEMENTS FOR ADDITIONAL DAYS ARE NON BINDING • · NOTICE: See Reverse Side · RECORD OF PAYMENTS AND EXTENSIONS Forfeited Date Paid Pawn Service Charges Paid Date Pulled: Pulled By: LOST PAWN TICKET STATEMENT I HEREBY ACKNOWLEDGE RECEIPT OF PLEDGED PROPERTY LISTED ON THE REVERSE SIDE OF THIS CONTRACT. Fee: \$2.00 Date X My ticket was lost, destroyed, a stolen, a circle paper REDEEMER'S IDENTIFICATION IF OTHER THAN ORIGINAL PLEDGOR

Revision Date: 05/21/2004 Effective Date: Immediately

Pledgpr's I.D. Type 8 Number

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