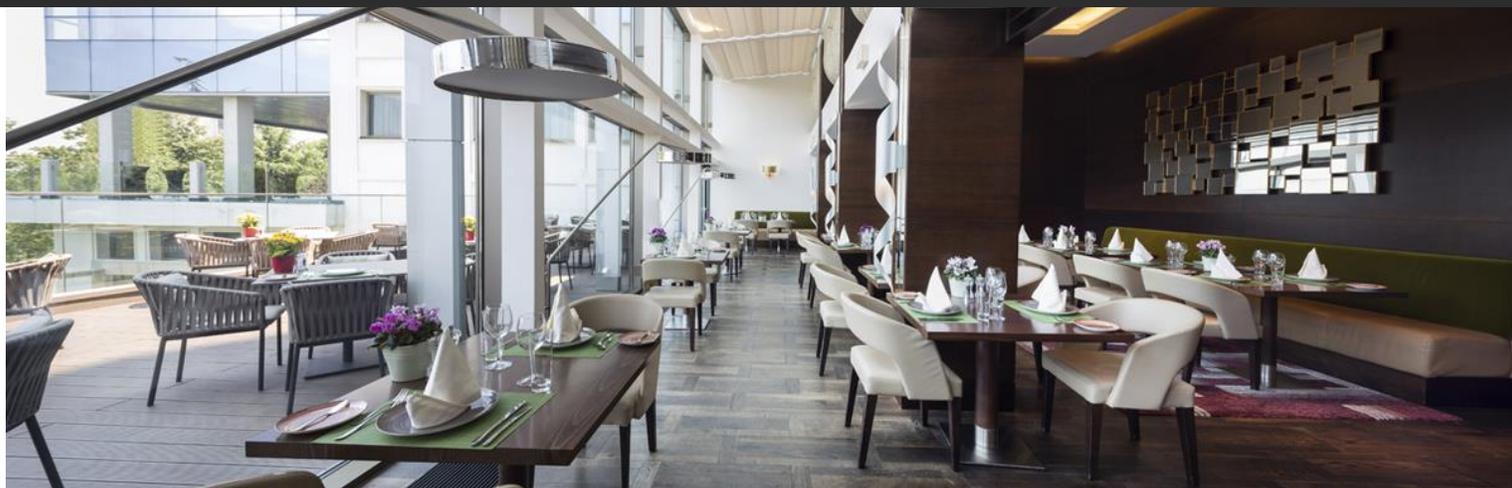


**Alert | Florida Government Law & Policy/
Restaurant Industry**



April 2024

New Florida Third-Party Food Delivery Law in Effect

A new law regulating third-party food delivery went into effect in Florida on April 2, 2024. In an effort to help restaurants curb unauthorized third-party delivery business practices, Florida Gov. Ron DeSantis has signed into law [CS/SB 676](#), which was passed by the Florida Legislature during its 2024 Regular Session. The legislation regulates third-party food delivery apps by requiring that food delivery platforms (i) obtain permission from each food service establishment they arrange orders from and (ii) disclose transaction costs to each consumer who uses their service. The law became effective upon the governor's signature on April 2, 2024.

'Food Delivery Platform' Defined

The bill defines the term "food delivery platform" to mean a business that acts as a third-party intermediary for the consumer by taking and arranging for the delivery or pickup of orders from multiple food service establishments.

The bill does not apply to delivery or pickup orders placed directly with, and fulfilled by, a food service establishment.

‘Food Service Establishment’ Defined

Under the bill, the term “food service establishment” has the same meaning as the term “public food service establishment,” as defined in [s. 509.013\(5\), F.S.](#) In general, this means any place where food is (i) prepared, served, or sold for immediate consumption on or in the vicinity of the premises; (ii) called for or taken out by customers; or (iii) prepared prior to being delivered to another location for consumption.

Consent Required

The bill prohibits a food delivery platform from taking and arranging for the delivery or pickup of orders from a food service establishment without the express consent of that food service establishment. The food service establishment’s consent must be in either a written or an electronic format.

Cost and Other Disclosures Required

Under the bill, a food delivery platform must itemize and clearly disclose to the consumer the cost breakdown of each transaction. The food delivery platform must also provide the consumer with information about the delivery, including the anticipated date and time of the delivery and confirmation that the order has been successfully delivered or that the delivery cannot be completed.

Customer Contact

By July 1, 2025, the bill requires a food delivery platform to provide a food service establishment with a method of contacting the consumer (i) while the order is prepared and being delivered and (ii) for up to two hours after the order is picked up from the food service establishment for delivery to the consumer. Further, the bill requires the food delivery platform to provide a food service establishment a method, by July 1, 2025, for responding to a consumer’s ratings or reviews.

Listings on Food Delivery Platforms

The bill also requires a food delivery platform to remove a food service establishment’s listing on the food delivery platform within 10 days after receiving the food service establishment’s request for removal, unless there is an existing agreement between the two parties stating otherwise as provided in the bill.

Pricing Adjustments

Pursuant to the bill, a food delivery platform may not, without an agreement with the food service establishment, intentionally inflate, decrease, or alter a food service establishment’s pricing.

Agreements with Food Delivery Platforms Must Meet Specific Requirements

The bill specifies the requirements for the agreement between a food delivery platform and a food service establishment, including clearly stating all fees, commissions, and charges that the food service establishment is expected to pay or absorb, policies related to alcoholic beverages, insurance requirements, the collection and remitting of taxes, and how disputes will be resolved.

The agreement between the food delivery platform and the food service establishment may not include a provision that requires a food service establishment to indemnify the food delivery platform, or any employee, contractor, or agent of the food delivery platform, for any damage or harm caused by the acts or omissions of the food delivery platform or any of its employees, contractors, or agents.

A food delivery platform may also not unreasonably limit the value or number of transactions that may be disputed by a food service establishment with respect to orders, goods, or delivery errors for determining responsibility for errors and reconciling disputed transactions.

Enforcement and Penalties

The bill authorizes the Division of Hotels and Restaurants within the Florida Department of Business and Professional Regulation to enforce the provisions in the bill by (i) issuing cease and desist orders upon a finding of probable cause that there is a violation and (ii) seeking an injunction or writ of mandamus against persons who violate the notice to cease and desist.

The bill authorizes the Division to issue a civil penalty of up to **\$1,000 per offense** for each violation and provides that the Division is entitled to attorneys' fees and costs if it is required seek enforcement of a notice for a penalty under the Administrative Procedures Act. The bill expressly preempts the regulation of food delivery platforms to the state.

Representatives of the major food delivery apps have generally been receptive to the legislation, stating that they appreciate the collaborative approach as to how platforms can support local restaurants, while protecting the privacy of those who use their platforms without jeopardizing their personal information.

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