



## Pawnbroker Transaction Form Requirement Checklist

***(Disclaimer: This checklist is provided for general informational purposes only and is not intended to provide legal advice. Each pawnbroker should consult with its own legal counsel with respect to its particular circumstances and obligations under Section 539.001(8), F.S.)***

Pursuant to Section 539.001(8), Florida Statutes (F.S.), a pawnbroker transaction form must be completed for each pawn or purchase transaction and contain certain information. The pledgor or seller must sign the completed form and, at the time of the pawn or purchase transaction, the pawnbroker must deliver an exact copy of the completed form to the pledgor or seller.

### **The form should contain the following information:**

- ☐ Form must be 8 ½ inches x 11 inches in size and completed legibly in English and indicate whether the transaction is a pawn or purchase.

#### **Front of the form must contain:**

- ☐ 1. Name and address of the pawnshop
- ☐ 2. A complete and accurate description of the pledged goods or purchased goods, including the following 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. For 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
- ☐ 3. Name, address, home telephone number, place of employment, date of birth, physical description, and right thumbprint of pledgor or seller
- ☐ 4. Date and time of transaction
- ☐ 5. Type of identification accepted from pledgor or seller, including the issuing agency and the identification number

#### **For Pawns:**

- ☐ 1. Amount of money advanced, designated as the amount financed
- ☐ 2. Maturity date of the pawn, which must be 30 days after the date of the pawn

- ☐ 3. Default date and amount due on default date
- ☐ 4. Total pawn service charge payable on the maturity date, designated as the finance charge
- ☐ 5. Amount financed plus the finance charge that must be paid to redeem the pledged goods on the maturity date, designated as the total of payments
- ☐ 6. Annual percentage rate computed according to the regulations adopted by the Federal Reserve Board under the federal Truth in Lending Act.

**Front or back of the form must include the following statements:**

- ☐ 1. 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 30<sup>th</sup> 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
- ☐ 2. The pledgor is not obligated to redeem the pledged goods
- ☐ 3. 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
- ☐ 4. A pawn may be extended upon mutual agreement of the parties.
- ☐ 5. 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 pawnbroker for goods sold or pledged commits:
  - a. If the value of the money 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
- ☐ 6. A 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.

**For Purchases:**

- ☐ 1. Amount of money paid for the goods or the monetary value assigned to the good in connection with the transaction.