

**RE: My Word: Bill shields design pros (May 16, 2010)**

Dear Editor,

Governor Crist has been presented with Senate Bill 1964 that will protect design professionals and still allow citizens to protect themselves in the case a “mistake” is made. This legislation is important for Florida and it is important that Gov. Crist sign it. To give readers the full story of this Bill, I’d like to take this opportunity to dispel a few myths about SB 1964.

Myth #1: “SB 1964 grants unique privileges to architects, property inspectors, engineers, interior designers and related professionals by removing consumers’ rights to sue these professionals for their mistakes.”

Truth: SB 1964 does not, in any way, affect the ability to sue design professionals in tort for personal injury or damage to property that is not the subject of a professional services contract. Moreover, the rights of citizens that are not a party to a contract requiring professional services are not affected in any way by the Bill.

Myth #2: “Other professionals cannot limit their professional duty of care.”

Truth: SB 1964 does not provide immunity and does not limit or otherwise affect a design professional’s duty of care or standard of care. “Claimants” can sue for breach of contractual duty to recover any economic damages arising from any failure on the part of the design professional. Design professionals continue to have full liability with respect to all other persons or entities.

Myth #3: “SB 1964 seeks to unravel a decade of case law, including a decision from the Florida Supreme Court that permits consumers to recover economic damages from design professionals when they make mistakes.”

SB 1964 only applies to “claimants” who have entered into a contract requiring the provision of professional services. Such “claimants” will have a cause of action for breach of that contract to recover economic damages pursuant to the terms of the contract. Claims of Florida Consumers who are not a party to such a contract are not affected by SB 1964 and will be able to seek recovery for any such damages in tort.

This Bill appropriately holds the party contracting for services from a design professional to that contract—which logic was supported, judicially, by the Arizona Supreme Court in *Flagstaff Affordable Housing Limited Partnership v. Design Alliance, Inc.*, 223 P.3d 664 (Ariz. 2010).

Design professionals are not looking for “a way out” with SB 1964. Instead this bill provides for the agreed upon contract with their clients to be upheld. Any Floridian entering into a contract expects a contract they sign to be recognized, so should contracts for services provided by design professionals.

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