

1 H.84

2 Senator Mullin moves that the Senate concur in the House proposal of
3 amendment to the Senate proposal of amendment with further amendment as
4 follows:

5 First: In Sec. A.1, 8 V.S.A. § 2260, concerning reports about consumer
6 litigation funding in Vermont, in subsection (a), by striking out “April 1” in its
7 entirety and inserting in lieu thereof December 1

8 Second: In Sec. A.1, 8 V.S.A. § 2260, by striking out subsection (c) in its
9 entirety and by inserting in lieu thereof a new subsection (c) to read as follows:

10 (c) Annually, beginning on or before January 1, 2017, the Commissioner
11 and Attorney General shall report jointly to the General Assembly on the status
12 of consumer litigation funding in Vermont and make any recommendations
13 they deem necessary to improve the regulatory framework of consumer
14 litigation funding, including a recommendation on whether Vermont should
15 limit charges imposed under a consumer litigation funding contract and, if so, a
16 specific recommendation on what that limit should be.

17 Third: By striking out Sec. I.1 and inserting in lieu thereof reader assistance
18 and Secs. I.1, J.1–J.3, and K.1 to read:

19 * * * Fantasy Sports Contests * * *

20 Sec. I.1. 9 V.S.A. chapter 116 is added to read:

21 CHAPTER 116. FANTASY SPORTS CONTESTS

1 § 4185. DEFINITIONS

2 As used in this chapter:

3 (1) “Confidential fantasy sports contest information” means nonpublic
4 information available to a fantasy sports operator that relates to a fantasy sports
5 player’s activity in a fantasy sports contest and that, if disclosed, may give
6 another fantasy sports player an unfair competitive advantage in a fantasy
7 sports contest.

8 (2) “Fantasy sports contest” means a virtual or simulated sporting event
9 governed by a uniform set of rules adopted by a fantasy sports operator in
10 which:

11 (A) a fantasy sports player may earn one or more cash prizes or
12 awards, the value of which a fantasy sports operator discloses in advance of the
13 contest;

14 (B) a fantasy sports player uses his or her knowledge and skill of
15 sports data, performance, and statistics to create and manage a fantasy sports
16 team;

17 (C) a fantasy sports team earns fantasy points based on the sports
18 performance statistics accrued by individual athletes or teams, or both, in real
19 world sporting events;

20 (D) the outcome is determined by the number of fantasy points
21 earned; and

1 (E) the outcome is not determined by the score, the point spread, the
2 performance of one or more teams, or the performance of an individual athlete
3 in a single real world sporting event.

4 (3) “Fantasy sports operator” means a person that offers to members of
5 the public the opportunity to participate in a fantasy sports contest for
6 consideration.

7 (4) “Fantasy sports player” means an individual who participates in a
8 fantasy sports contest for consideration.

9 § 4186. CONSUMER PROTECTION

10 (a) A fantasy sports operator shall adopt policies and procedures to:

11 (1) prevent participation in a fantasy sports contest he or she offers with
12 a cash prize of \$5.00 or more by:

13 (A) the fantasy sports operator;

14 (B) an employee of the fantasy sports operator or a relative of the
15 employee who lives in the same household; or

16 (C) a professional athlete or official who participates in one or more
17 real world sporting events in the same sport as the fantasy sports contest;

18 (2) prevent the disclosure of confidential fantasy sports contest
19 information to an unauthorized person;

20 (3) require that a fantasy sports player is 18 years of age or older, and
21 verify the age of each player using one or more commercially available

1 databases, which primarily consist of data from government sources and which
2 government and business regularly use to verify and authenticate age and
3 identity;

4 (4) limit and disclose to prospective players the number of entries a
5 fantasy sports player may submit for each fantasy sports contest; and

6 (5) segregate player funds from operational funds and maintain a reserve
7 in the form of cash, cash equivalents, an irrevocable letter of credit, a bond, or
8 a combination thereof in an amount that equals or exceeds the amount of
9 deposits in fantasy sports player accounts for the benefit and protection of
10 fantasy sports player funds held in their accounts.

11 (b) A fantasy sports operator shall have the following duties:

12 (1) The operator shall provide a link on its website to information and
13 resources addressing addiction and compulsive behavior and where to seek
14 assistance with these issues in Vermont and nationally.

15 (2)(A) The operator shall enable a fantasy sports player to restrict
16 irrevocably his or her own ability to participate in a fantasy sports contest, for a
17 period of time the player specifies, by submitting a request to the operator
18 through its website or by online chat with the operator's agent.

19 (B) The operator shall provide to a player who self-restricts his or her
20 participation information concerning:

1 (i) available resources addressing addiction and compulsive
2 behavior;

3 (ii) how to close an account and restrictions on opening a new
4 account during the period of self-restriction;

5 (iii) requirements to reinstate an account at the end of the
6 period; and

7 (iv) how the operator addresses reward points and account
8 balances during and after the period of self-restriction, and when the player
9 closes his or her account.

10 (3) The operator shall provide a player access to the following
11 information for the previous six months:

12 (A) a player’s play history, including money spent, games played,
13 previous line-ups, and prizes awarded;

14 (B) a player’s account details, including deposit amounts, withdrawal
15 amounts, and bonus information, including amounts remaining for a pending
16 bonus and amounts released to the player.

17 (c)(1) A fantasy sports operator shall contract with a third party to perform
18 an annual independent audit, consistent with the standards established by the
19 Public Company Accounting Oversight Board, to ensure compliance with the
20 requirements in this chapter.

1 (2) The fantasy sports operator shall submit the results of the
2 independent audit to the Attorney General.

3 (d) A fantasy sports operator shall not offer a fantasy sports contest that
4 relates to sports performance statistics accrued by individual athletes or teams,
5 or both, in university, college, high school, or youth sporting events.

6 § 4187. PENALTY

7 A person who violates a provision of this chapter shall be subject to a civil
8 penalty of not more than \$1,000.00 for each violation, which shall accrue to
9 the State and may be recovered in a civil action brought by the Attorney
10 General.

11 § 4188. EXEMPTION

12 The provisions of 13 V.S.A. chapter 51, relating to gambling and lotteries,
13 shall not apply to a fantasy sports contest.

14 * * * Equipment and Machinery Dealers * * *

15 Sec. J.1. FINDINGS AND INTENT

16 (a) The General Assembly finds:

17 (1) Vermont has long relied on economic activity relating to working
18 farms and forestland in the State. These working lands, and the people who
19 work the land, are part of the State's cultural and ecological heritage, and
20 Vermont has made major policy and budget commitments in recent years in
21 support of working lands enterprises. Farm and forest enterprises need a

1 robust system of infrastructure to support their economic and ecological
2 activities, and that infrastructure requires a strong economic base consisting of
3 dealers, manufacturers, and repair facilities. Initiatives to help strengthen farm
4 and forest working land infrastructure are in the best interest of the State.

5 (2) Snowmobiles and all-terrain vehicles have a significant economic
6 impact in the State, including the distribution and sale of these vehicles, use by
7 residents, ski areas, and emergency responders, as well as tourists who come to
8 enjoy riding snowmobiles and all-terrain vehicles in Vermont. It is in the best
9 interest of the State to ensure that Vermont consumers who want to purchase
10 snowmobiles and all-terrain vehicles have access to a competitive marketplace
11 and a strong network of dealers, suppliers, and repair facilities in the State.

12 (3) The distribution and sale of equipment, snowmobiles, and all-terrain
13 vehicles within this State vitally affects the general economy of the State and
14 the public interest and the public welfare, and in order to promote the public
15 interest and the public welfare, and in the exercise of its police power, it is
16 necessary to regulate equipment, snowmobile, and all-terrain vehicle suppliers
17 and their representatives, and to regulate dealer agreements issued by suppliers
18 who are doing business in this State, in order to protect and preserve the
19 investments and properties of the citizens of this State.

20 (4) There continues to exist an inequality of bargaining power between
21 equipment, snowmobile, and all-terrain vehicle suppliers and the independent

1 dealer network. This inequality of bargaining power enables equipment,
2 snowmobile, and all-terrain vehicle suppliers to compel dealers to execute
3 dealer agreements, related contracts, and addenda that contain terms and
4 conditions that would not routinely be agreed to by the equipment,
5 snowmobile, and all-terrain vehicle dealer if this inequality did not exist. It
6 therefore is in the public interest to enact legislation to prevent unfair or
7 arbitrary treatment of equipment, snowmobile, and all-terrain vehicle dealers
8 by equipment, snowmobile, and all-terrain vehicle suppliers. It is also in the
9 public interest that Vermont consumers, municipalities, businesses, and others
10 that purchase equipment, snowmobiles, and all-terrain vehicles in Vermont
11 have access to a robust independent dealer network to obtain competitive
12 prices when purchasing these items and to obtain warranty, recall, or other
13 repair work.

14 (b) It is the intent of the General Assembly that this act be liberally
15 construed in order to achieve its purposes.

16 Sec. J.2. 9 V.S.A. chapter 107 is amended to read:

17 CHAPTER 107. EQUIPMENT AND MACHINERY DEALERSHIPS

18 § 4071. DEFINITIONS

19 As used in this chapter:

1 (1) “Current net price” means the price listed in the supplier’s price list
2 or ~~catalog~~ catalogue in effect at the time the dealer agreement is terminated,
3 less any applicable discounts allowed.

4 (2)(A) “Dealer” means a person, ~~corporation, or partnership~~ primarily
5 engaged in the business of retail sales of ~~farm and utility tractors, farm~~
6 ~~implements, farm machinery, forestry equipment, industrial equipment, utility~~
7 ~~equipment, yard and garden equipment, attachments, accessories, and repair~~
8 ~~parts~~ inventory. ~~Provided however, “dealer” shall~~

9 (B) “Dealer” does not include a “single line dealer,” a person
10 primarily engaged in the retail sale and service of industrial, forestry, and
11 construction equipment. ~~“Single line dealer” means a person, partnership or~~
12 ~~corporation~~ who:

13 (A)(i) has purchased 75 percent or more of ~~the dealer’s total new~~
14 ~~product~~ his or her new inventory from a single supplier; and

15 (B)(ii) has a total annual average sales volume for the previous
16 three years in excess of ~~\$15~~ \$100 million for the entire territory for which the
17 dealer is responsible.

18 (3) “Dealer agreement” means a written or oral ~~contract or agreement~~
19 between a dealer and a ~~wholesaler, manufacturer, or distributor~~ supplier by
20 which the supplier gives the dealer ~~is granted~~ the right to sell or distribute

1 goods or services or to use a trade name, trademark, service mark, logotype, or
2 advertising or other commercial symbol.

3 (4) ~~“Inventory” means farm, utility, forestry, or industrial equipment,~~
4 ~~implements, machinery, yard and garden equipment, attachments, or repair~~
5 ~~parts. These terms do not include heavy construction equipment.~~

6 (A) “Inventory” means:

7 (i) farm, utility, forestry, yard and garden, or industrial:

8 (I) tractors;

9 (II) equipment;

10 (III) implements;

11 (IV) machinery;

12 (V) attachments;

13 (VI) accessories; and

14 (VII) repair parts;

15 (ii) snowmobiles, as defined in 23 V.S.A. § 3201(5); and

16 (iii) all-terrain vehicles, as defined in 23 V.S.A. § 3801(1).

17 (B) “Inventory” does not include heavy construction equipment.

18 (5) “Net cost” means the price the dealer paid the supplier for the
19 inventory, less all applicable discounts allowed, plus the amount the dealer
20 paid for freight costs from the supplier’s location to the dealer’s location. In

1 the event of termination of a dealer agreement by the supplier, “net cost” shall
2 include the reasonable cost of assembly or disassembly performed by a dealer.

3 (6) “Supplier” means a wholesaler, manufacturer, or distributor of
4 inventory ~~as defined in this chapter~~ who enters into a dealer agreement with a
5 dealer.

6 (7) “Termination” of a dealer agreement means the cancellation,
7 nonrenewal, or noncontinuance of the agreement.

8 ~~§ 4072. NOTICE OF TERMINATION OF DEALER AGREEMENTS~~

9 ~~(a) Notwithstanding any agreement to the contrary, prior to the termination~~
10 ~~of a dealer agreement, a supplier shall notify the dealer of the termination not~~
11 ~~less than 120 days prior to the effective date of the termination. No supplier~~
12 ~~may terminate, cancel, or fail to renew a dealership agreement without cause.~~

13 ~~“Cause” means failure by an equipment dealer to comply with the~~
14 ~~requirements imposed upon the equipment dealer by the dealer agreement,~~
15 ~~provided the requirements are not substantially different from those~~
16 ~~requirements imposed upon other similarly situated equipment dealers in this~~
17 ~~State.~~

18 ~~(b) The supplier may immediately terminate the agreement at any time~~
19 ~~upon the occurrence of any of the following events which in addition to the~~
20 ~~above definition of cause, are also cause for termination, cancellation, or~~
21 ~~failure to renew a dealership agreement:~~

1 ~~(1) the filing of a petition for bankruptcy or for receivership either by or~~
2 ~~against the dealer;~~

3 ~~(2) the making by the dealer of an intentional and material~~
4 ~~misrepresentation as to the dealer's financial status;~~

5 ~~(3) any default by the dealer under a chattel mortgage or other security~~
6 ~~agreement between the dealer and the supplier;~~

7 ~~(4) the commencement of voluntary or involuntary dissolution or~~
8 ~~liquidation of the dealer if the dealer is a partnership or corporation;~~

9 ~~(5) a change or additions in location of the dealer's place of business as~~
10 ~~provided in the agreement without the prior written approval of the supplier; or~~

11 ~~(6) withdrawal of an individual proprietor, partner, major shareholder,~~
12 ~~the involuntary termination of the manager of the dealership, or a substantial~~
13 ~~reduction in the interest of a partner or major shareholder without the prior~~
14 ~~written consent of the supplier.~~

15 ~~(e) Unless there is an agreement to the contrary, a dealer who intends to~~
16 ~~terminate a dealer agreement with a supplier shall notify the supplier of that~~
17 ~~intent not less than 120 days prior to the effective date of termination.~~

18 ~~(d) Notification required by this section shall be in writing and shall be~~
19 ~~made by certified mail or by personal delivery and shall contain:~~

20 ~~(1) a statement of intention to terminate the dealer agreement;~~

21 ~~(2) a statement of the reasons for the termination; and~~

1 ~~(3) the date on which the termination shall be effective.~~

2 TERMINATION OF DEALER AGREEMENT

3 (a) Requirements for notice.

4 (1) A person shall provide a notice required in this section by certified
5 mail or by personal delivery.

6 (2) A notice shall be in writing and shall include:

7 (A) a statement of intent to terminate the dealer agreement;

8 (B) a statement of the reasons for the termination, including specific
9 reference to one or more requirements of the dealer agreement that serve as the
10 basis for termination, if applicable; and

11 (C) the effective date of termination.

12 (b) Termination by a supplier for cause.

13 (1) In this subsection, “cause” means the failure of a dealer to meet one
14 or more requirements of a dealer agreement, provided that the requirement is
15 reasonable, justifiable, and substantially the same as requirements imposed on
16 similarly situated dealers in this State.

17 (2) A supplier shall not terminate a dealer agreement except for cause.

18 (3) To terminate a dealer agreement for cause, a supplier shall deliver a
19 notice of termination to the dealer at least 120 days before the effective date of
20 termination.

1 (4) A dealer has 60 days from the date it receives a notice of termination
2 to meet the requirements of the dealer agreement specified in the notice.

3 (5) If a dealer meets the requirements of the dealer agreement specified
4 in the notice within the 60-day period, the dealer agreement does not terminate
5 pursuant to the notice of termination.

6 (c) Termination by a supplier for failure to meet reasonable marketing or
7 market penetration requirements.

8 (1) Notwithstanding subsection (b) of this section, a supplier shall not
9 terminate a dealer agreement for failure to meet reasonable marketing or
10 market penetration requirements except as provided in this subsection.

11 (2) A supplier shall deliver an initial notice of termination to the dealer
12 at least 18 months before the effective date of termination.

13 (3) After providing an initial notice, the supplier shall work with the
14 dealer in good faith to meet the reasonable marketing or market penetration
15 requirements specified in the notice, including reasonable efforts to provide the
16 dealer with adequate inventory and competitive marketing programs.

17 (4) If the dealer fails to meet reasonable marketing or market penetration
18 requirements specified in the notice by the end of the 18-month period, the
19 supplier may terminate the dealer agreement by providing a final notice of
20 termination.

1 (5) A dealer has 90 days from the date it receives a final notice of
2 termination to meet the reasonable marketing or market penetration
3 requirements specified in the notice.

4 (6) If a dealer meets the reasonable marketing or market penetration
5 requirements specified in the notice within the 90-day period, the dealer
6 agreement does not terminate pursuant to the final notice of termination.

7 (d) Termination by a supplier upon a specified event. A supplier may
8 terminate a dealer agreement if one of the following events occurs:

9 (1) A person files a petition for bankruptcy or for receivership on behalf
10 of or against the dealer.

11 (2) The dealer makes an intentional and material misrepresentation
12 regarding his or her financial status.

13 (3) The dealer defaults on a chattel mortgage or other security
14 agreement between the dealer and the supplier.

15 (4) A person commences the voluntary or involuntary dissolution or
16 liquidation of a dealer organized as a business entity.

17 (5) Without the prior written consent of the supplier:

18 (A) The dealer changes the business location specified in the dealer
19 agreement or adds an additional dealership of the supplier's same brand.

20 (B) An individual proprietor, partner, or major shareholder withdraws
21 from, or substantially reduces his or her interest in, the dealer.

1 ~~other qualified vendor approved by the supplier in the possession of the dealer~~
2 ~~on the date of termination of the dealer agreement.~~

3 (b) The supplier shall pay the dealer:

4 (1) 100 percent of the net cost of all new and undamaged and complete
5 ~~farm and utility tractors, utility equipment, forestry equipment, industrial~~
6 ~~equipment, farm implements, farm machinery, yard and garden equipment,~~
7 ~~attachments, and accessories~~ inventory, other than repair parts, purchased from
8 the supplier within the 30-month period preceding the date of termination, less
9 a reasonable allowance for deterioration attributable to weather conditions at
10 the dealer's location.

11 (2) 90 percent of the current net prices of all new and undamaged repair
12 parts.

13 (3) 85 percent of the current net prices of all new and undamaged
14 superseded repair parts.

15 (4) 85 percent of the latest available published net price of all new and
16 undamaged noncurrent repair parts.

17 (5) Either the fair market value, or assume the lease responsibilities of
18 any specific data processing hardware that the supplier required the dealer to
19 purchase to satisfy the reasonable requirements of the dealer agreement,
20 including computer systems equipment and software required and approved by
21 the supplier to communicate with the supplier.

1 (6) ~~Repurchase at~~ 75 percent of the net cost of specialized repair tools,
2 signage, books, and supplies previously purchased, pursuant to requirements of
3 the supplier and held by the dealer on the date of termination. Specialized
4 repair tools must be unique to the supplier's product line, must be no more than
5 10 years old, and must be complete and in usable condition.

6 (7) ~~Repurchase at average~~ Average as-is value shown in current industry
7 guides; for dealer-owned rental fleet financed by the supplier or its finance
8 subsidiary, provided the equipment was purchased from the supplier within
9 30 months of the date of termination.

10 (c) The party that initiates the termination of the dealer agreement shall pay
11 the cost of the return, handling, packing, and loading of the inventory. If the
12 termination is initiated by the supplier, the supplier shall reimburse the dealer
13 five percent of the net parts return credited to the dealer as compensation for
14 picking, handling, packing, and shipping the parts returned to the supplier.

15 (d) Payment to the dealer required under this section shall be made by the
16 supplier not later than 45 days after receipt of the inventory by the supplier. A
17 penalty shall be assessed in the amount of daily interest at the current New
18 York prime rate plus three percent of any outstanding balance over the
19 required 45 days. The supplier shall be entitled to apply any payment required
20 under this section to be made to the dealer as a setoff against any amount owed
21 by the dealer to the supplier.

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§ 4077a. PROHIBITED ACTS

~~No supplier shall:~~

~~(1) coerce any dealer to accept delivery of any equipment, parts, or accessories therefor, which such dealer has not voluntarily ordered, except that a supplier may require a dealer to accept delivery of equipment, parts or accessories that are necessary to maintain equipment generally sold in the dealer's area of responsibility, and a supplier may require a dealer to accept delivery of safety related equipment, parts, or accessories pertinent to equipment generally sold in the dealer's area of responsibility;~~

~~(2) condition the sale of any equipment on a requirement that the dealer also purchase any other goods or services, but nothing contained in this chapter shall prevent the supplier from requiring the dealer to purchase all parts reasonably necessary to maintain the quality of operation in the field of any equipment used in the trade area;~~

~~(3) coerce any dealer into a refusal to purchase the equipment manufactured by another supplier; or~~

~~(4) discriminate in the prices charged for equipment of like grade and quality sold by the supplier to similarly situated dealers, but nothing contained in this chapter shall prevent differentials which make only due allowance for a difference in the cost of manufacture, sale, or delivery resulting from the~~

1 ~~differing methods or quantities in which such equipment is sold or delivered by~~
2 ~~the supplier.~~

3 (a) A supplier shall not coerce or attempt to coerce a dealer to accept
4 delivery of inventory that the dealer has not voluntarily ordered, except
5 inventory that is:

6 (1) necessary to maintain inventory generally sold in the dealer's area of
7 responsibility; or

8 (2) safety-related and pertinent to inventory generally sold in the
9 dealer's area of responsibility.

10 (b) A supplier shall not condition the sale of inventory on a requirement
11 that the dealer also purchase any other goods or services, provided that a
12 supplier may require a dealer to purchase parts reasonably necessary to
13 maintain inventory used in the dealer's area of responsibility.

14 (c)(1) A supplier shall not prevent, coerce, or attempt to coerce a dealer
15 from investing in, or entering into an agreement for the sale of, a competing
16 product line or make of inventory.

17 (2) A supplier shall not require, coerce, or attempt to coerce a dealer to
18 provide a separate facility or personnel for a competing product line or make of
19 inventory.

20 (3) Subdivisions (1)–(2) of this subsection do not apply unless a dealer:

1 (A) maintains a reasonable line of credit for each product line or
2 make of inventory;

3 (B) maintains the principal management of the dealer; and

4 (C) remains in substantial compliance with the supplier's reasonable
5 facility requirements, which shall not include a requirement to provide a
6 separate facility or personnel for a competing product line or make of
7 inventory.

8 (d) A supplier shall not discriminate in the prices it charges for inventory of
9 like grade and quality it sells to similarly situated dealers, provided that a
10 supplier may use differentials that allow for a difference in the cost of
11 manufacture, sale, or delivery resulting from the differing methods or
12 quantities in which the supplier sells or delivers the inventory.

13 (e) A supplier shall not change the area of responsibility specified in a
14 dealer agreement without good cause, which for purposes of this subsection
15 includes changes in the dealer's vehicle or warranty registration pattern,
16 demographics, and geographic barriers.

17 § 4078. WARRANTY OBLIGATIONS

18 (a) A supplier shall:

19 (1) specify in writing a dealer's reasonable obligation to perform
20 warranty service on the supplier's inventory;

1 (2) provide the dealer a schedule of reasonable compensation for
2 warranty service, including amounts for diagnostic work, parts, labor, and the
3 time allowance for the performance of warranty service; and

4 (3) compensate the dealer pursuant to the schedule of compensation for
5 the warranty service the supplier requires it to perform.

6 (b) Time allowances for the diagnosis and performance of warranty service
7 shall be reasonable and adequate for the service to be performed by a dealer
8 that is equipped to complete the requirements of the warranty service.

9 (c) The hourly rate paid to a dealer shall not be less than the rate the dealer
10 charges to customers for nonwarranty service.

11 (d) A supplier shall compensate a dealer for parts used to fulfill warranty
12 and recall obligations of warranty service at a rate not less than the price the
13 dealer actually paid the supplier for the parts plus 20 percent.

14 (e)(1) Whenever a supplier and a dealer enter into an agreement providing
15 consumer warranties, the supplier shall pay any warranty claim made for
16 warranty parts and service within 30 days after its receipt and approval.

17 (2) The supplier shall approve or disapprove a warranty claim within
18 30 days after its receipt.

19 (3) If a claim is not specifically disapproved in writing within 30 days
20 after its receipt, it shall be deemed to be approved and payment shall be made
21 by the supplier within 30 days after its receipt.

- 1 (f) A supplier violates this section if it:
- 2 (1) fails to perform its warranty obligations;
- 3 (2) fails to include in written notices of factory recalls to machinery
- 4 owners and dealers the expected date by which necessary parts and equipment
- 5 will be available to dealers for the correction of such defects; or
- 6 (3) fails to compensate a dealer for repairs required by a recall.
- 7 (g) A supplier shall not:
- 8 (1) impose an unreasonable requirement in the process a dealer must
- 9 follow to file a warranty claim; or
- 10 (2) impose a surcharge or fee, or otherwise increase the prices or
- 11 charges to a dealer, in order to recover the additional costs the supplier incurs
- 12 from complying with the provisions of this section.

13 § 4079. REMEDIES

- 14 (a) A person damaged as a result of a violation of this chapter may bring an
- 15 action against the violator in a Vermont court of competent jurisdiction for
- 16 damages, together with the actual costs of the action, including reasonable
- 17 attorney's fees, injunctive relief against unlawful termination, ~~cancellation,~~
- 18 ~~nonrenewal,~~ or substantial change of competitive circumstances, and such
- 19 other relief as the Court deems appropriate.

1 (b) A provision in a dealer agreement that purports to deny access to the
2 procedures, forums, or remedies provided by the laws of this State is void and
3 unenforceable.

4 (c) ~~Nothing contained in this chapter may prohibit~~ Notwithstanding
5 subsection (b) of this section, a dealer agreement may include a provision for
6 binding arbitration of disputes in an agreement. Any arbitration shall be
7 consistent with the provisions of this chapter and 12 V.S.A. chapter 192, and
8 the place of any arbitration shall be in the county in which the dealer's
9 principal place of business is maintained in this State.

10 * * *

11 Sec. J.3. APPLICABILITY TO EXISTING DEALER AGREEMENTS

12 Notwithstanding 1 V.S.A. § 214, for a dealer agreement, as defined in
13 9 V.S.A. § 4071, that is in effect on or before July 1, 2016, the provisions of
14 this act shall apply on July 1, 2017.

15 * * * Effective Dates * * *

16 Sec. K.1. EFFECTIVE DATES

17 (a) This section and Secs. G.1–G.3 (technical corrections) shall take effect
18 on passage.

19 (b) The following sections shall take effect on July 1, 2016:

20 (1) Sec. A.1 (consumer litigation funding).

21 (2) Sec. B.1 (structured settlements agreements).

- 1 (3) Secs. C.1–C.12 (business registration; enforcement).
- 2 (4) Sec. D.1 (anti-trust penalties).
- 3 (5) Secs. E.1–E.2 (discount membership programs).
- 4 (6) Secs. F.1–F.2 (nonresidential home improvement fraud).
- 5 (7) Sec. H.1 (findings and purpose; internet dating services).
- 6 (8) Sec. I.1 (fantasy sports contests).
- 7 (9) Secs. J.1–J.3 (equipment and machinery dealers).

8 (c) In Sec. H.2 (internet dating services):

- 9 (1) 9 V.S.A. §§ 2482a, 2482c, and 2482d shall take effect on passage.
- 10 (2) 9 V.S.A. § 2482b shall take effect on January 1, 2017.

11 and that after passage the title of the bill be amended to read: “An act relating
12 to consumer protection”