

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 94

BY BUSINESS COMMITTEE

AN ACT

1 RELATING TO LIQUEFIED PETROLEUM GAS CONTAINERS; AMENDING CHAPTER 53, TITLE  
2 54, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 54-5318, IDAHO CODE, TO  
3 PROHIBIT THE FILLING OF LIQUEFIED PETROLEUM GAS CONTAINERS UNDER CER-  
4 TAIN CONDITIONS, TO PROVIDE PENALTIES, TO PROVIDE FOR ASCERTAINMENT OF  
5 THE TERMS OF A WRITTEN LEASE, TO PROVIDE AN EXCEPTION FOR MISREPRESENTA-  
6 TION, TO PROVIDE THAT LEASE RESTRICTIONS SHALL BE PLAINLY STATED, AND TO  
7 PROVIDE FOR DISQUALIFICATION FROM PROTECTION.  
8

9 Be It Enacted by the Legislature of the State of Idaho:

10 SECTION 1. That Chapter 53, Title 54, Idaho Code, be, and the same is  
11 hereby amended by the addition thereto of a NEW SECTION, to be known and des-  
12 ignated as Section 54-5318, Idaho Code, and to read as follows:

13 54-5318. FILLING OF LIQUEFIED PETROLEUM GAS CONTAINERS -- RESTRIC-  
14 TIONS. (1) Except as provided in subsection (3) of this section, a person who  
15 fills a leased liquefied petroleum gas container in violation of the terms of  
16 a written lease is liable in an action by the container lessor for the greater  
17 of:

18 (a) The actual damages to the container lessor, including incidental  
19 and consequential damages and attorney's fees; or

20 (b) Five hundred dollars (\$500) for each violation.

21 (2) The burden of ascertaining the terms of a written lease for purposes  
22 of subsection (1) of this section is on the person filling the liquefied pe-  
23 troleum gas container. A person has ascertained the terms of a written lease  
24 if he has:

25 (a) Read the lease;

26 (b) Received the assurance of the container owner that the lease does  
27 not prohibit the person from filling the container;

28 (c) Obtained a signed, written statement from the lessee that the writ-  
29 ten lease does not prohibit the person from filling the container; or

30 (d) The leased liquefied petroleum gas container is clearly labeled,  
31 near the container fill point, as a container subject to lease terms  
32 prohibiting the filling of the container without the lessor's permis-  
33 sion.

34 (3) If a lessee misrepresents his ownership or the terms of his written  
35 lease, the lessee who made the misrepresentation, and not the person filling  
36 the tank, is liable for the damages under subsection (1) of this section.

37 (4) If a written liquefied petroleum gas container lease restricts the  
38 right to fill a leased container, the restriction shall be plainly stated in  
39 the lease in any manner designed to draw the attention of the lessee to the  
40 lease provision, including:

41 (a) Typing the restriction in at least two-point larger type than the  
42 majority of the document type;

1 (b) Underlining the restriction; or

2 (c) Typing the restriction in boldface type.

3 (5) A lessor whose liquefied petroleum gas container lease does not  
4 comply with the provisions of subsection (4) of this section is disqualified  
5 from protection under this section.