

Amendment No. 380

Assembly Amendment to Assembly Bill No. 429	(BDR 43-861)
Proposed by: Assembly Committee on Growth and Infrastructure	
Amends: Summary: No Title: No Preamble: No Joint Sponsorship: No Digest: No	

Adoption of this amendment will MAINTAIN the 2/3s majority vote requirement for final passage of A.B. 429 (§§ 16, 20).
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ASSEMBLY ACTION			Initial and Date	SENATE ACTION			Initial and Date		
Adopted	<input type="checkbox"/>	Lost	<input type="checkbox"/>	_____	Adopted	<input type="checkbox"/>	Lost	<input type="checkbox"/>	_____
Concurred In	<input type="checkbox"/>	Not	<input type="checkbox"/>	_____	Concurred In	<input type="checkbox"/>	Not	<input type="checkbox"/>	_____
Receded	<input type="checkbox"/>	Not	<input type="checkbox"/>	_____	Receded	<input type="checkbox"/>	Not	<input type="checkbox"/>	_____

EXPLANATION: Matter in (1) *blue bold italics* is new language in the original bill; (2) variations of green bold underlining is language proposed to be added in this amendment; (3) ~~red strikethrough~~ is deleted language in the original bill; (4) ~~purple double strikethrough~~ is language proposed to be deleted in this amendment; (5) orange double underlining is deleted language in the original bill proposed to be retained in this amendment.

JFD/BJF



Date: 4/19/2021

A.B. No. 429—Establishes provisions governing peer-to-peer car sharing programs.
(BDR 43-861)



ASSEMBLY BILL NO. 429—COMMITTEE
ON GROWTH AND INFRASTRUCTURE

MARCH 26, 2021

Referred to Committee on Growth and Infrastructure

SUMMARY—Establishes provisions governing peer-to-peer car sharing programs.
(BDR 43-861)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State: Yes.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to motor vehicles; establishing provisions governing the licensing and operation of a peer-to-peer car sharing program; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

Section 20 of this bill requires a person to obtain a license from the Department of Motor Vehicles before operating a peer-to-peer car sharing program in this State and establishes provisions governing the issuance and renewal of such a license. **Section 21** of this bill establishes the grounds upon which the Department may refuse to issue or suspend or revoke a license. **Sections 22 and 23** of the bill establish procedures to review a decision of the Department to refuse to issue or suspend or revoke a license. **Section 24** of this bill provides for the filing of a bond or, alternatively, a deposit by a licensee.

Sections 3-11 of this bill define terms relating to peer-to-peer car sharing programs.

Section 12 of this bill requires the Director of the Department to adopt regulations to carry out the provisions of law relating to peer-to-peer car sharing programs.

Section 13 of this bill provides that a peer-to-peer car sharing program assumes liability for certain damages on behalf of a shared vehicle owner. **Section 13** also requires a peer-to-peer car sharing program to ensure that, during each car sharing period, the shared vehicle owner and the shared vehicle driver are insured under a motor vehicle liability insurance policy meeting certain requirements. If the insurance policy used to satisfy these requirements has lapsed or does not meet the requirements, the peer-to-peer car sharing program assumes liability for damages up to the required level of coverage. **Section 15** of this bill authorizes an authorized insurer to exclude from coverage claims afforded under a shared vehicle owner’s motor vehicle liability insurance policy.

Sections 14 and 25 of this bill require a peer-to-peer car sharing program to make certain disclosures to shared vehicle owners and shared vehicle drivers.

Section 16 of this bill requires a peer-to-peer car sharing program to maintain certain records.

Existing federal law provides that a vehicle owner who rents or leases the vehicle is not vicariously liable for harm to persons or property that results or arises out of the use, operation or possession of the vehicle during the period of the rental or lease under certain circumstances. (49 U.S.C. § 30106) **Section 17** of this bill provides that the provisions of **sections 2-29** of this bill are not be construed to impose liability which is inconsistent with this federal law.

30 **Section 18** of this bill authorizes an insurer who defends or indemnifies certain claims to
 31 seek recovery from the motor vehicle insurer of the peer-to-peer car sharing program under
 32 certain circumstances.
 33 **Section 19** of this bill provides that a peer-to-peer car sharing program has an insurable
 34 interest in the shared vehicle during the car sharing period and may own and maintain certain
 35 types of motor vehicle liability insurance.
 36 **Section 26** of this bill prohibits a peer-to-peer car sharing program from entering into a
 37 car sharing program agreement with a person who does not possess a valid driver’s license.
 38 **Section 27** of this bill establishes liability for the loss of or damage to equipment placed
 39 in or on a shared vehicle.
 40 **Section 28** of this bill establishes provisions relating to safety recalls on shared vehicles.
 41 **Section 29** of this bill prohibits a local governmental entity from imposing additional
 42 taxes, fees or licensing requirements on a peer-to-peer car sharing program, shared vehicle
 43 owner, shared vehicle driver or shared vehicle, other than those which are applicable, in
 44 general, to all businesses.
 45 Existing law prohibits a person from engaging in the activities of a short-term lessor
 46 unless such person has obtained a license to do so. (NRS 482.300) **Section 31** of this bill
 47 provides that a peer-to-peer car sharing program and a vehicle owner who makes a vehicle
 48 available through such a program are not engaged in the activities of a short-term lessor.
 49 **Section 30** of this bill provides that the sharing of a vehicle through a peer-to-peer car sharing
 50 program is not a lease for certain purposes.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
 SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 **Section 1.** Title 43 of NRS is hereby amended by adding thereto a new
 2 chapter to consist of the provisions set forth as sections 2 to 29, inclusive, of this
 3 act.
 4 **Sec. 2.** *As used in this chapter, unless the context otherwise requires, the*
 5 *words and terms defined in sections 3 to 11, inclusive, of this act have the*
 6 *meanings ascribed to them in those sections.*
 7 **Sec. 3.** *“Car sharing delivery period” means the period of time before the*
 8 *car sharing start time during which a shared vehicle is being delivered to the*
 9 *location where the shared vehicle driver will assume control of the shared*
 10 *vehicle.*
 11 **Sec. 4.** *“Car sharing period” means the period of time that:*
 12 *1. Begins:*
 13 *(a) If there is a car sharing delivery period, at the start of that period; or*
 14 *(b) If there is no car sharing delivery period, at the car sharing start time;*
 15 *and*
 16 *2. Ends at the car sharing termination time.*
 17 **Sec. 5.** *“Car sharing program agreement” means an agreement entered*
 18 *into between a peer-to-peer car sharing program and a shared vehicle driver or*
 19 *shared vehicle owner which establishes terms and conditions governing the*
 20 *sharing of a vehicle through the peer-to-peer car sharing program.*
 21 **Sec. 6.** *“Car sharing start time” means the time*
 22 ~~*1. At or after the time the reservation of a shared vehicle is scheduled to*~~
 23 ~~*begin as documented in the records of a peer-to-peer car sharing program at*~~
 24 ~~*which the shared vehicle becomes subject to the control of the shared vehicle*~~
 25 ~~*driver, or*~~
 26 ~~*2. If the shared vehicle becomes subject to the control of the shared vehicle*~~
 27 ~~*driver before the time the reservation of a shared vehicle is scheduled to begin as*~~
 28 ~~*documented in the records of a peer-to-peer car sharing program, the time of the*~~

1 ~~reservation,] when the shared vehicle becomes subject to the control of the shared~~
2 ~~vehicle driver at or after the time the reservation of a shared vehicle is scheduled~~
3 ~~to begin as documented in the records of the peer-to-peer car sharing program.~~

4 **Sec. 7. “Car sharing termination time” means ~~the~~ whichever of the**
5 **following events occurs first:**

6 1. The expiration of the agreed upon period of time established for the use
7 of a shared vehicle according to the terms of the car sharing program agreement
8 if the shared vehicle is delivered to the location agreed upon in the car sharing
9 program agreement;

10 2. The expiration of the agreed upon period of time established for the use
11 of a shared vehicle according to the terms of the car sharing program agreement
12 if the shared vehicle is delivered to a location alternatively agreed upon by the
13 shared vehicle owner and shared vehicle driver as communicated through a peer-
14 to-peer car sharing program and incorporated into the car sharing program
15 agreement; or

16 3. When the shared vehicle owner or the authorized designee of the shared
17 vehicle owner takes possession and control of the shared vehicle. ~~the~~
18 ~~whichever occurs first.~~

19 **Sec. 7.5. “Peer-to-peer car sharing” means the authorized use of a vehicle**
20 **by an individual other than the owner of the vehicle through a peer-to-peer car**
21 **sharing program.**

22 **Sec. 8. “Peer-to-peer car sharing program” means a platform operated by**
23 **a business that connects shared vehicle owners with shared vehicle drivers to**
24 **enable the sharing of vehicles in exchange for money.**

25 **Sec. 9. “Shared vehicle” means a vehicle that is shared or available for**
26 **sharing through a peer-to-peer car sharing program.**

27 **Sec. 10. “Shared vehicle driver” means a person who has been authorized**
28 **to drive a shared vehicle by the shared vehicle owner pursuant to the terms of a**
29 **car sharing program agreement.**

30 **Sec. 11. “Shared vehicle owner” means the registered owner of a shared**
31 **vehicle or a person who is authorized by the registered owner to make a vehicle**
32 **available for sharing through a peer-to-peer car sharing program.**

33 **Sec. 12. The Director shall adopt such regulations as are necessary to carry**
34 **out the provisions of this chapter.**

35 **Sec. 13. 1. Except as otherwise provided in subsection 2, a peer-to-peer**
36 **car sharing program assumes any tort liability of a shared vehicle owner arising**
37 **out of the use or operation of the shared vehicle during the car sharing period up**
38 **to an amount of:**

39 (a) For bodily injury to or death of one person in any one crash, ~~[\$25,000,]~~
40 ~~\$50,000;~~

41 (b) For bodily injury to or death of two or more persons in any one crash and
42 subject to the limit for one person, ~~[\$50,000,]~~ \$100,000; and

43 (c) For injury to or destruction of property of others in any one crash,
44 \$20,000,

45 ~~or~~ any amount set forth in the car sharing program agreement which is
46 greater than an amount provided for by this section.

47 2. The provisions of subsection 1 do not apply to a shared vehicle owner:

48 (a) Who made an intentional and fraudulent material misrepresentation or
49 omission to the peer-to-peer car sharing program before the car sharing period in
50 which the liability arose; or

51 (b) Who acts in concert with a shared vehicle driver who fails to return the
52 shared vehicle pursuant to the terms of the car sharing program agreement.

1 3. *The assumption of liability pursuant to subsection 1 includes, without*
2 *limitation, liability for bodily injury, property damage, uninsured and*
3 *underinsured motorist or personal injury protection losses by damaged third*
4 *parties to the same extent as the insurance required by NRS 485.185 is required*
5 *to include coverage for such damage or losses ~~+~~, up to any applicable amount*
6 *set forth in subsection 1.*

7 4. *A peer-to-peer car sharing program shall ensure that, during each car*
8 *sharing period ~~+~~ ~~both~~ :*

9 *(a) Both the shared vehicle owner and the shared vehicle driver are insured*
10 *under a motor vehicle liability insurance policy that includes coverage which is*
11 *not less than ~~the coverage required by NRS 485.185 and which~~*

12 *~~+~~ ~~(a)~~ :*

13 *(1) For bodily injury to or death of one person in any one crash, \$50,000;*

14 *(2) For bodily injury to or death of two or more persons in any one crash*
15 *and subject to the limit for one person, \$100,000; and*

16 *(3) For injury to or destruction of property of others in any one crash,*
17 *\$20,000,*

18 *or any amount set forth in the car sharing program agreement which is*
19 *greater than an amount provided for by this section.*

20 *(b) Any insurance policy used to satisfy the requirements of paragraph (a):*

21 *(1) Expressly recognizes that the shared vehicle insured under the policy*
22 *is made available and used through a peer-to-peer car sharing program; ~~and~~ or*

23 *~~+~~ (2) Does not prohibit or exclude the use of the shared vehicle by a*
24 *shared vehicle driver.*

25 5. *The insurance policy used to satisfy the requirements of subsection 4 may*
26 *be a policy maintained by:*

27 (i) *The shared vehicle owner;*

28 (ii) *The shared vehicle driver;*

29 (iii) *The peer-to-peer car sharing program; or*

30 (iv) *The shared vehicle owner, shared vehicle driver and peer-to-peer car*
31 *sharing program.*

32 6. *The insurance policy used to satisfy the requirements of subsection 4*
33 *provides primary insurance during each car sharing period. If, during the car*
34 *sharing period, a claim arises in another state with minimum financial*
35 *responsibility requirements that are higher than the ~~requirements of NRS~~*
36 *~~485.185,~~ amounts set forth in paragraph (a) of subsection 4, the insurance policy*
37 *used to satisfy the requirements of subsection 4 must satisfy the difference in*
38 *minimum coverage amounts, up to the applicable policy limits.*

39 7. *The insurer providing the insurance used to satisfy the requirements of*
40 *subsection 4 shall assume primary liability for a claim when:*

41 (a) *A dispute exists as to who was in control of the shared vehicle at the time*
42 *of the occurrence out of which liability arose and the peer-to-peer car sharing*
43 *program does not have available, did not retain or fails to provide the information*
44 *required by section 16 of this act; or*

45 (b) *A dispute exists as to whether the shared vehicle was returned to an*
46 *alternatively agreed upon location.*

47 8. *If the insurance used to satisfy the requirements of subsection 4 has*
48 *lapsed or does not provide the coverage required pursuant to subsection 4, the*
49 *peer-to-peer car sharing program:*

50 (a) *Shall assume liability for damages up to the amounts set forth in*
51 *subsection 1, which may be satisfied through the peer-to-peer car sharing*
52 *program's own insurance policy, beginning with the first dollar of any claim; and*

53 (b) *Is responsible for defending against any such claim,*

1 ↪ *except in the situation where the shared vehicle owner acts in concert with a*
2 *shared vehicle driver who fails to return the shared vehicle pursuant to the terms*
3 *of the car sharing program agreement.*

4 9. *Coverage under a motor vehicle liability insurance policy maintained by*
5 *a peer-to-peer car sharing program must not be dependent on another insurer*
6 *first denying a claim or require another motor vehicle liability insurance policy to*
7 *first deny a claim.*

8 10. *Nothing in this chapter shall be construed to:*

9 (a) *Limit the liability of a peer-to-peer car sharing program for any act or*
10 *omission of the peer-to-peer car sharing program that results in injury to any*
11 *person as a result of the use of a shared vehicle through the peer-to-peer car*
12 *sharing program; or*

13 (b) *Limit the ability of a peer-to-peer car sharing program to, by contract,*
14 *seek indemnification from the shared vehicle owner or shared vehicle driver for*
15 *economic loss sustained by the peer-to-peer car sharing program resulting from a*
16 *breach of the terms and conditions of the car sharing program agreement.*

17 11. *As used in this section, “alternatively agreed upon location” means a*
18 *location alternatively agreed upon by the shared vehicle owner and shared*
19 *vehicle driver as communicated through a peer-to-peer car sharing program for*
20 *the return of the shared vehicle.*

21 Sec. 14. *At the time when the owner of a motor vehicle registers as a*
22 *shared vehicle owner through a peer-to-peer car sharing program and before the*
23 *shared vehicle owner is permitted to make his or her vehicle available for car*
24 *sharing through a peer-to-peer car sharing program, the peer-to-peer car sharing*
25 *program shall notify the shared vehicle owner that, if the shared vehicle has a*
26 *lien against it, the use of the shared vehicle through a peer-to-peer car sharing*
27 *program, including, without limitation, use without insurance coverage for*
28 *physical damage, may violate the terms of the contract with the lienholder.*

29 Sec. 15. 1. *An authorized insurer that writes motor vehicle liability*
30 *insurance in this State may exclude any and all coverage for and any duty to*
31 *defend or indemnify for any claim afforded under a shared vehicle owner’s motor*
32 *vehicle liability insurance policy, including, without limitation:*

33 (a) *Liability coverage for bodily injury and property damage;*

34 (b) *Personal injury protection coverage;*

35 (c) *Uninsured and underinsured motorist coverage;*

36 (d) *Medical payments coverage;*

37 (e) *Comprehensive physical damage coverage; and*

38 (f) *Collision physical damage coverage.*

39 2. *Nothing in this section shall be construed to:*

40 (a) *Invalidate or limit an exclusion contained in a motor vehicle liability*
41 *insurance policy, including, without limitation, any insurance policy in use or*
42 *approved for use that excludes coverage for motor vehicles made available for*
43 *rent, sharing or hire or for any business use.*

44 (b) *Invalidate, limit or restrict an insurer’s ability to underwrite an insurance*
45 *policy or to cancel or decline to renew a policy.*

46 3. *As used in this section, “authorized insurer” has the meaning ascribed to*
47 *it in NRS 679A.030.*

48 Sec. 16. 1. *A peer-to-peer car sharing program shall collect and maintain*
49 *the following records relating to ~~the use of a shared vehicle~~ peer-to-peer car*
50 *sharing of a shared vehicle through the peer-to-peer car sharing program in such*
51 *format as the Director may prescribe:*

52 (a) *The exact car sharing start time and car sharing termination time, plus*
53 *the exact start and end time of any car sharing delivery period;*

1 (b) *The pick-up and drop-off locations for each car sharing period;*

2 (c) *The amount of any fees paid by the shared vehicle driver for each car*
3 *sharing period;*

4 (d) *The amount of any revenues received by the shared vehicle owner for*
5 *each car sharing period; and*

6 (e) *Such other records as the Director may require by regulation.*

7 2. *The peer-to-peer car sharing program shall maintain the peer-to-peer car*
8 *sharing records required pursuant to subsection 1 for a period of not less than ~~4~~*
9 *6 years after the record is created.*

10 3. *Upon request, the peer-to-peer car sharing program shall provide copies*
11 *of the peer-to-peer car sharing records maintained pursuant to this section and*
12 *section 26 of this act to the shared vehicle owner, shared vehicle driver, ~~the~~*
13 *insurer of the shared vehicle owner or shared vehicle driver or a claimant*
14 *alleging damages related to the use of the shared vehicle to facilitate a claim*
15 *coverage investigation or the settlement, negotiation or litigation of a claim.*

16 4. *Upon request, each peer-to-peer car sharing record maintained pursuant*
17 *to this section and section 26 of this act must be made available for inspection by*
18 *a shared vehicle owner, shared vehicle driver, the insurer of a shared vehicle*
19 *owner or shared vehicle driver or the Department or its designee at any time*
20 *during regular business hours, subject to the provisions of any applicable data*
21 *security or data privacy law.*

22 5. *A peer-to-peer car sharing program that keeps outside of this State any*
23 *books, papers and records maintained pursuant to this section and section 26 of*
24 *this act shall pay to the Department an amount equal to the allowance provided*
25 *for state officers and employees generally while traveling outside of the State for*
26 *each day or fraction thereof during which an employee of the Department is*
27 *engaged in examining those documents, plus any other actual expenses incurred*
28 *by the employee while he or she is absent from his or her regular place of*
29 *employment to examine those documents.*

30 6. *The Director shall adopt such regulations as the Director determines are*
31 *necessary to carry out the provisions of this section.*

32 **Sec. 17.** *The provisions of this chapter shall not be construed to impose*
33 *liability which is inconsistent with the provisions of 49 U.S.C. § 30106.*

34 **Sec. 18.** *A motor vehicle insurer that defends or indemnifies a claim*
35 *arising from the use of a shared vehicle shall have the right to seek recovery*
36 *against the motor vehicle insurer of the peer-to-peer car sharing program if the*
37 *claim is:*

38 1. *Made against the shared vehicle owner or shared vehicle driver for loss*
39 *or injury that occurs during the car sharing period; and*

40 2. *Excluded under the terms of the motor vehicle liability insurance policy*
41 *of the motor vehicle insurer who is not the motor vehicle insurer of the peer-to-*
42 *peer car sharing program.*

43 **Sec. 19.** 1. *Notwithstanding any other provision of law, a peer-to-peer car*
44 *sharing program shall be deemed to have an insurable interest in a shared*
45 *vehicle during the car sharing period.*

46 2. *A peer-to-peer car sharing program may own and maintain as the named*
47 *insured one or more policies of motor vehicle liability insurance that provides*
48 *coverage for:*

49 (a) *Liabilities assumed by the peer-to-peer car sharing program under a*
50 *peer-to-peer car sharing program agreement;*

51 (b) *Any liability of a shared vehicle owner;*

52 (c) *Any liability of a shared vehicle driver; or*

53 (d) *Damage or loss to a shared motor vehicle.*

1 3. Nothing in this section shall be construed to require a peer-to-peer car
2 sharing program to obtain or maintain the motor vehicle liability insurance
3 policy necessary to satisfy the requirements of subsection 4 of section 13 of this
4 act or to impose any liability on the peer-to-peer car sharing program which does
5 not obtain or maintain such a policy.

6 **Sec. 20.** 1. A peer-to-peer car sharing program shall not engage in
7 business in this State unless the person who operates the peer-to-peer car sharing
8 program holds a valid license issued by the Department pursuant to this chapter.

9 2. A person who desires to operate a peer-to-peer car sharing program in
10 this State must:

11 (a) Submit to the Department an application for the issuance of a license to
12 operate a peer-to-peer car sharing program in such form and including such
13 information and documentation as the Director may require by regulation.

14 (b) Provide evidence of insurance coverage to satisfy any liability that
15 accrues to a peer-to-peer car sharing program for damage that arises from the
16 failure of the peer-to-peer car sharing program to comply with the provisions of
17 this chapter in an amount established by the Director by regulation, which is
18 separate from any insurance coverage a peer-to-peer car sharing program may
19 use to satisfy the liability which may accrue to a peer-to-peer car sharing
20 program pursuant to section 13 of this act or which may be used to satisfy the
21 requirements of subsection 4 of section 13 of this act, or ~~file~~ file a bond or make a
22 deposit pursuant to section 24 of this act.

23 (c) Pay a fee of \$125.

24 3. Licenses issued pursuant to subsection 2 expire on December 31 of each
25 year. Before December 31 of each year, licensees shall furnish the Department
26 with an application for renewal of the license in such form and including such
27 information and documentation as the Director may require by regulation
28 accompanied by an annual renewal fee of \$50.

29 **Sec. 21.** The Department may refuse to issue or suspend or revoke a license
30 as a peer-to-peer car sharing program upon any of the following grounds:

31 1. Material misstatement in the application for a license.

32 2. Willful failure to comply with any provision of this chapter or regulations
33 adopted pursuant thereto. If the Department notifies a peer-to-peer car sharing
34 program that the peer-to-peer car sharing program has violated the provisions of
35 this chapter or the regulations adopted pursuant thereto and the peer-to-peer car
36 sharing program fails to take corrective action within 10 days after having
37 received the notice or continues to violate the provisions of this chapter or the
38 regulations adopted pursuant thereto, ~~this~~ the failure to take corrective action
39 or the continuing violation, as applicable, shall be deemed prima facie evidence
40 of willful failure to comply with the provisions of this chapter or the regulations
41 adopted pursuant thereto.

42 3. Failure or refusal to furnish and keep in force any bond or maintain
43 insurance in an amount established by the Director in regulations adopted
44 pursuant to section 20 of this act to satisfy any liability that accrues to a peer-to-
45 peer car sharing program for damage that arises from the failure of the peer-to-
46 peer car sharing program to comply with the provisions of this chapter.

47 4. Failure or refusal to pay or otherwise discharge any final judgement
48 entered against the licensee arising out of a violation of this chapter.

49 **Sec. 22.** 1. An applicant or licensee may, within 30 days after receipt of
50 the notice of denial, suspension or revocation, petition the Director in writing for
51 a hearing.

52 2. Except as otherwise provided in subsection 3, the Director shall make
53 written findings of fact and conclusions and grant or finally deny the application

1 *or suspend or revoke the license within 15 days after the hearing unless by*
2 *interim order the Director extends the time to 30 days after the hearing. If the*
3 *license has been temporarily suspended, the suspension expires not later than 15*
4 *days after the hearing.*

5 *3. If the Director finds that the action is necessary in the public interest,*
6 *upon notice to the licensee, the Director may temporarily suspend or refuse to*
7 *renew the license issued to a peer-to-peer car sharing program for a period not to*
8 *exceed 30 days. A hearing must be held, and a final decision rendered, within 30*
9 *days after notice of the temporary suspension.*

10 *4. The Director may issue subpoenas for the attendance of witnesses and*
11 *the production of evidence.*

12 **Sec. 23.** *Upon judicial review of the denial or revocation of a license, the*
13 *court for good cause shown may order a trial de novo.*

14 **Sec. 24.** *1. In lieu of insurance coverage to satisfy any liability that*
15 *accrues to a peer-to-peer car sharing program for damage that arises from the*
16 *failure of the peer-to-peer car sharing program to comply with the provisions of*
17 *this chapter, a peer-to-peer car sharing program may:*

18 *(a) File with the Department a bond of a surety company authorized to*
19 *transact business in this State in an amount not less than \$5,000 conditioned that*
20 *the peer-to-peer car sharing program will comply with the provisions of this*
21 *chapter in the operation of the peer-to-peer car sharing program.*

22 *(b) Deposit with the Department, under such terms as the Director may*
23 *prescribe, a like amount of lawful money of the United States or a savings*
24 *certificate of a bank, credit union, savings and loan association or savings bank*
25 *situated in Nevada, which must state that the amount is unavailable for*
26 *withdrawal except upon order of the Director. Interest earned on the amount*
27 *accrues to the account of the licensee or applicant.*

28 *2. The bond must be continuous in form, and the total aggregate liability on*
29 *the bond must be limited to the payment of the total amount of the bond.*

30 *3. The bond must provide that a shared vehicle owner or shared vehicle*
31 *driver injured by the failure of the licensee to provide the disclosure required by*
32 *section 25 of this act or to otherwise comply with the provisions of this chapter*
33 *may apply to the Director for compensation from the bond. The Director, for*
34 *good cause shown and after notice and opportunity for hearing, may determine*
35 *the amount of compensation and the person to whom it is to be paid. The surety*
36 *shall then make the payment.*

37 *4. A deposit made pursuant to paragraph (b) of subsection 1 may be*
38 *disbursed by the Director, for good cause shown and after notice and an*
39 *opportunity for hearing, in an amount determined by the Director to compensate*
40 *a shared vehicle owner or shared vehicle driver for an injury incurred due to the*
41 *failure of the licensee to provide the disclosure required by section 25 of this act*
42 *or to otherwise comply with the provisions of this chapter, or released upon*
43 *receipt of:*

44 *(a) A court order requiring the Director to release all or a specified portion*
45 *of the deposit; or*

46 *(b) A statement signed by the licensee requesting the Director to release the*
47 *deposit, or a specified portion thereof, and stating the purpose for which the*
48 *release is requested.*

49 *5. When a deposit is made pursuant to paragraph (b) of subsection 1,*
50 *liability under the deposit is in the amount prescribed by the Department. If the*
51 *amount of the deposit is reduced or there is an outstanding court judgment for*
52 *which the licensee is liable under the deposit, the license as a peer-to-peer car*

1 *sharing program is automatically suspended. The license must be reinstated if the*
2 *licensee:*

3 *(a) Files an additional bond pursuant to subsection 1;*

4 *(b) Restores the deposit with the Department to the original amount required*
5 *under this section; or*

6 *(c) Satisfies the outstanding judgment for which the licensee is liable under*
7 *the deposit.*

8 *6. A deposit made pursuant to paragraph (b) of subsection 1 may be*
9 *refunded:*

10 *(a) By order of the Director, 3 years after the date the licensee ceases to be*
11 *licensed by the Department, if the Director is satisfied that there are no*
12 *outstanding claims against the deposit; or*

13 *(b) By order of court, at any time within 3 years after the date the licensee*
14 *ceases to be licensed by the Department, upon evidence satisfactory to the court*
15 *that there are no outstanding claims against the deposit.*

16 **Sec. 25.** *Each car sharing program agreement entered into between a peer-*
17 *to-peer car sharing program and a shared vehicle driver or shared vehicle owner*
18 *shall disclose:*

19 *1. Any right of the peer-to-peer car sharing program to seek*
20 *indemnification from the shared vehicle owner or the shared vehicle driver for*
21 *economic loss sustained by the peer-to-peer car sharing program resulting from a*
22 *breach of the terms and conditions of the car sharing program agreement.*

23 *2. That a motor vehicle liability insurance policy issued to the shared*
24 *vehicle owner for the shared vehicle or to the shared vehicle driver does not*
25 *provide a defense or indemnification for any claim asserted by the peer-to-peer*
26 *car sharing program.*

27 *3. That the insurance coverage of the peer-to-peer car sharing program on*
28 *the shared vehicle owner and the shared vehicle driver is in effect only during*
29 *each car sharing period and that, for any use of the shared vehicle by the shared*
30 *vehicle driver after the car sharing termination time, the shared vehicle driver*
31 *and shared vehicle owner may not have insurance coverage.*

32 *4. The daily rate, fees and, if applicable, any insurance or protection*
33 *package costs that are charged to the shared vehicle owner or the shared vehicle*
34 *driver.*

35 *5. That the motor vehicle liability insurance of the shared vehicle owner*
36 *may not provide coverage for a shared vehicle.*

37 *6. An emergency telephone number to personnel capable of fielding*
38 *roadside assistance and other customer service inquiries.*

39 *7. If there are conditions under which a shared vehicle driver must*
40 *maintain a personal motor vehicle liability insurance policy with certain*
41 *applicable coverage limits on a primary basis in order to book a shared motor*
42 *vehicle.*

43 **Sec. 26.** *1. A peer-to-peer car sharing program may not enter into a car*
44 *sharing program agreement with a person to be a shared vehicle driver unless the*
45 *person:*

46 *(a) Possesses a valid driver's license issued by the Department that*
47 *authorizes the person to operate vehicles of the class of the shared vehicle; or*

48 *(b) Is exempt from the requirement to obtain a Nevada driver's license*
49 *pursuant to subsection 3 of NRS 483.240 and possesses a valid driver's license*
50 *issued to the person in his or her home state or country that authorizes the person*
51 *to operate vehicles of the class of the shared vehicle in that home state or country.*

52 *2. A peer-to-peer car sharing program shall keep a record of:*

53 *(a) The name and address of each shared vehicle driver;*

1 (b) *The number of the driver's license of each shared vehicle driver and each*
2 *other person, if any, who will operate the shared vehicle; and*

3 (c) *The place of issuance of each driver's license described in paragraph (b).*

4 **Sec. 27.** *A peer-to-peer car sharing program shall have sole responsibility*
5 *for any equipment, such as a GPS system or other special equipment, that is put*
6 *in or on the shared vehicle to monitor or facilitate the car sharing transaction*
7 *and shall indemnify and hold harmless the shared vehicle owner for any damage*
8 *to or theft of such equipment during the sharing period not caused by the shared*
9 *vehicle owner. A peer-to-peer car sharing program may enter into an agreement*
10 *with a shared vehicle driver wherein the shared vehicle driver agrees to*
11 *indemnify the peer-to-peer car sharing program for any loss or damage to such*
12 *equipment that occurs during the car sharing period.*

13 **Sec. 28.** *1. At the time when a motor vehicle owner registers as a shared*
14 *vehicle owner through a peer-to-peer car sharing program and before being*
15 *permitted to make a shared vehicle available for car sharing through the peer-to-*
16 *peer car sharing program, the peer-to-peer car sharing program shall:*

17 (a) *Verify that the shared vehicle is not subject to any safety recalls on the*
18 *vehicle for which the repairs have not been made; and*

19 (b) *Notify the shared vehicle owner of the requirements under subsections 2,*
20 *3 and 4.*

21 2. *If a shared vehicle owner has received an actual notice of a safety recall*
22 *on the vehicle, the shared vehicle owner may not make the vehicle available as a*
23 *shared vehicle on a peer-to-peer car sharing program until the safety recall*
24 *repair has been made.*

25 3. *If a shared vehicle owner receives an actual notice of a safety recall on a*
26 *shared vehicle while the shared vehicle is made available through a peer-to-peer*
27 *car sharing program, the shared vehicle owner shall remove the shared vehicle*
28 *from being made available through the peer-to-peer car sharing program as soon*
29 *as possible after receiving the notice of the safety recall and until the safety recall*
30 *repair has been made.*

31 4. *If a shared vehicle owner receives an actual notice of a safety recall on a*
32 *shared vehicle while the shared vehicle is in the possession of a shared vehicle*
33 *driver, the shared vehicle owner shall notify the peer-to-peer car sharing program*
34 *as soon as possible after receiving the notice of the safety recall so that the shared*
35 *vehicle owner may address the safety recall repair.*

36 **Sec. 29.** *1. Except as otherwise provided in subsection 2, a local*
37 *governmental entity shall not:*

38 (a) *Impose any tax or fee on:*

39 (1) *Any peer-to-peer car sharing ~~{company}~~ program operating within*
40 *the scope of a valid license issued pursuant to section 20 of this act;*

41 (2) *Any shared vehicle driver;*

42 (3) *Any shared vehicle owner; or*

43 (4) *Any shared vehicle.*

44 (b) *Require:*

45 (1) *A peer-to-peer car sharing program operating within the scope of a*
46 *valid license issued pursuant to section 20 of this act to obtain from the local*
47 *government any certificate, license or permit to operate as a peer-to-peer car*
48 *sharing ~~{company}~~ program; or*

49 (2) *A shared vehicle owner who makes a shared vehicle available*
50 *through a peer-to-peer car sharing program to obtain from the local government*
51 *any certificate, license or permit to make the shared vehicle available through a*
52 *peer-to-peer car sharing program.*

1 (c) *Impose any other requirement on a peer-to-peer car sharing program,*
2 *shared vehicle owner or shared vehicle driver which is not of general*
3 *applicability to all similarly situated persons or entities within the jurisdiction of*
4 *the local government.*

5 2. *Nothing in this section shall be construed to:*

6 (a) *Prohibit a local government from requiring a peer-to-peer car sharing*
7 *program to obtain from the local government a business license or to pay any*
8 *business license fee in the same manner that is generally applicable to any other*
9 *business that operates within the jurisdiction of the local government.*

10 (b) *Prohibit an airport or its governing body from requiring a peer-to-peer*
11 *car sharing program or shared vehicle owner to:*

12 (1) *Obtain a permit or certification to operate at the airport; ~~for~~*

13 (2) *Pay a fee to operate at the airport; or*

14 (3) *Comply with any other requirement to operate at the airport.*

15 (c) *Exempt a shared vehicle from any tax imposed pursuant to NRS 354.705,*
16 *371.043 or 371.045.*

17 3. *Nothing in this section shall be construed to exempt a peer-to-peer car*
18 *sharing program from the requirement to obtain a state business license pursuant*
19 *to chapter 76 of NRS.*

20 **Sec. 30.** NRS 482.053 is hereby amended to read as follows:

21 482.053 For the purposes of regulation under this chapter and of imposing
22 tort liability under NRS 41.440, and for no other purpose:

23 1. "Lease" means a contract by which the lienholder or owner of a vehicle
24 transfers to another person, for compensation, the right to use such vehicle ~~for, not~~
25 ~~including~~ *but does not include the sharing of a vehicle through a peer-to-peer*
26 *car sharing program pursuant to sections 2 to 29, inclusive, of this act.*

27 2. "Long-term lessee" means a person who has leased a vehicle from another
28 person for a fixed period of more than 31 days.

29 3. "Long-term lessor" means a person who has leased a vehicle to another
30 person for a fixed period of more than 31 days.

31 4. "Short-term lessee" means a person who has leased a vehicle from another
32 person for a period of 31 days or less, or by the day, or by the trip.

33 5. "Short-term lessor" means a person who has leased a vehicle to another
34 person for a period of 31 days or less, or by the day, or by the trip.

35 **Sec. 31.** NRS 482.300 is hereby amended to read as follows:

36 482.300 1. It is unlawful for any person to engage in the activities of a
37 short-term lessor unless such person has been licensed pursuant to NRS 482.363.

38 2. *A peer-to-peer car sharing program licensed pursuant to section 20 of*
39 *this act and ~~an~~ a shared vehicle owner ~~of a vehicle who makes the vehicle~~*
40 *available for use through such a program who operate pursuant to the provisions*
41 *of sections 2 to 29, inclusive, of this act] as defined by section 11 of this act shall*
42 *not be deemed to be engaged in the activities of a short-term lessor.*

43 **Sec. 32.** Notwithstanding the provisions of NRS 218D.430 and 218D.435, a
44 committee, other than the Assembly Standing Committee on Ways and Means and
45 the Senate Standing Committee on Finance, may vote on this act before the
46 expiration of the period prescribed for the return of a fiscal note in NRS 218D.475.
47 This section applies retroactively from and after March 22, 2021.

48 **Sec. 33.** 1. This section and section 32 of this act become effective upon
49 passage and approval.

50 2. Sections 1 to 31, inclusive, of this act become effective:

51 (a) Upon passage and approval for the purpose of adopting any regulations and
52 performing any other preparatory administrative tasks that are necessary to carry
53 out the provisions of this act; and

- 1 (b) On October 1, 2021, for all other purposes.