

SENATE BILL NO. 389—SENATOR NEAL

MARCH 26, 2021

Referred to Committee on Revenue and
Economic Development

SUMMARY—Establishes provisions governing peer-to-peer car sharing programs. (BDR 43-585)

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.



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

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

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

34 **Section 18** of this bill authorizes an insurer who defends or indemnifies certain
35 claims to seek recovery from the motor vehicle insurer of the peer-to-peer car
36 sharing program under certain circumstances.

37 **Section 19** of this bill provides that a peer-to-peer car sharing program has an
38 insurable interest in the shared vehicle during the car sharing period and may own
39 and maintain certain types of motor vehicle liability insurance.

40 **Section 26** of this bill prohibits a peer-to-peer car sharing program from
41 entering into a car sharing program agreement with a person who does not possess
42 a valid driver's license.

43 **Section 27** of this bill establishes liability for the loss of or damage to
44 equipment placed in or on a shared vehicle.

45 **Section 28** of this bill establishes provisions relating to safety recalls on shared
46 vehicles.

47 **Section 29** of this bill prohibits a local governmental entity from imposing
48 additional taxes, fees or licensing requirements on a peer-to-peer car sharing
49 program, shared vehicle owner, shared vehicle driver or shared vehicle, other than
50 those which are applicable, in general, to all businesses.

51 Existing law prohibits a person from engaging in the activities of a short-term
52 lessor unless such person has obtained a license to do so. (NRS 482.300) **Section**
53 **31** of this bill provides that a peer-to-peer car sharing program and a vehicle owner
54 who makes a vehicle available through such a program are not engaged in the
55 activities of a short-term lessor. **Section 30** of this bill provides that the sharing of a
56 vehicle through a peer-to-peer car sharing program is not a lease for certain
57 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
2 thereto a new chapter to consist of the provisions set forth as
3 sections 2 to 29, inclusive, of this act.

4 **Sec. 2.** *As used in this chapter, unless the context otherwise*
5 *requires, the words and terms defined in sections 3 to 11,*
6 *inclusive, of this act have the meanings ascribed to them in those*
7 *sections.*

8 **Sec. 3.** *“Car sharing delivery period” means the period of*
9 *time before the car sharing start time during which a shared*
10 *vehicle is being delivered to the location where the shared vehicle*
11 *driver will assume control of the shared vehicle.*

12 **Sec. 4.** *“Car sharing period” means the period of time that:*



1 **1. Begins:**

2 (a) *If there is a car sharing delivery period, at the start of the*
3 *period; or*

4 (b) *If there is no car sharing delivery period, at the car sharing*
5 *start time; and*

6 **2. Ends at the car sharing termination time.**

7 **Sec. 5.** *“Car sharing program agreement” means an*
8 *agreement entered into between a peer-to-peer car sharing*
9 *program and a shared vehicle driver or shared vehicle owner*
10 *which establishes terms and conditions governing the sharing of a*
11 *vehicle through the peer-to-peer car sharing program.*

12 **Sec. 6.** *“Car sharing start time” means the time:*

13 **1.** *At or after the time the reservation of a shared vehicle is*
14 *scheduled to begin as documented in the records of a peer-to-peer*
15 *car sharing program at which the shared vehicle becomes subject*
16 *to the control of the shared vehicle driver; or*

17 **2.** *If the shared vehicle becomes subject to the control of the*
18 *shared vehicle driver before the time the reservation of a shared*
19 *vehicle is scheduled to begin as documented in the records of a*
20 *peer-to-peer car sharing program, the time of the reservation.*

21 **Sec. 7.** *“Car sharing termination time” means:*

22 **1.** *The expiration of the agreed upon period of time*
23 *established for the use of a shared vehicle according to the terms*
24 *of the car sharing program agreement if the shared vehicle is*
25 *delivered to the location agreed upon in the car sharing program*
26 *agreement;*

27 **2.** *The expiration of the agreed upon period of time*
28 *established for the use of a shared vehicle according to the terms*
29 *of the car sharing program agreement if the shared vehicle is*
30 *delivered to a location alternatively agreed upon by the shared*
31 *vehicle owner and shared vehicle driver as communicated through*
32 *a peer-to-peer car sharing program and incorporated into the car*
33 *sharing program agreement; or*

34 **3.** *When the shared vehicle owner or the authorized designee*
35 *of the shared vehicle owner takes possession and control of the*
36 *shared vehicle,*

37 *↳ whichever occurs first.*

38 **Sec. 8.** *“Peer-to-peer car sharing program” means a*
39 *platform that connects vehicle owners with drivers to enable the*
40 *sharing of vehicles in exchange for money.*

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

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



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

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

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

11 (a) *For bodily injury to or death of one person in any one*
12 *crash, \$25,000;*

13 (b) *For bodily injury to or death of two or more persons in any*
14 *one crash and subject to the limit for one person, \$50,000; and*

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

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

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

21 (a) *Who made an intentional and fraudulent material*
22 *misrepresentation or omission to the peer-to-peer car sharing*
23 *program before the car sharing period in which the liability arose;*
24 *or*

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

28 3. *The assumption of liability pursuant to subsection 1*
29 *includes, without limitation, liability for bodily injury, property*
30 *damage, uninsured and underinsured motorist or personal injury*
31 *protection losses by damaged third parties to the same extent as*
32 *the insurance required by NRS 485.185 is required to include*
33 *coverage for such damage or losses.*

34 4. *A peer-to-peer car sharing program shall ensure that,*
35 *during each car sharing period, both the shared vehicle owner and*
36 *the shared vehicle driver are insured under a motor vehicle*
37 *liability insurance policy that includes coverage which is not less*
38 *than the coverage required by NRS 485.185 and which:*

39 (a) *Expressly recognizes that the shared vehicle insured under*
40 *the policy is made available and used through a peer-to-peer car*
41 *sharing program; and*

42 (b) *Does not prohibit or exclude the use of the shared vehicle*
43 *by a shared vehicle driver.*

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



- 1 (a) *The shared vehicle owner;*
- 2 (b) *The shared vehicle driver;*
- 3 (c) *The peer-to-peer car sharing program; or*
- 4 (d) *The shared vehicle owner, shared vehicle driver and peer-*
- 5 *to-peer car sharing program.*

6 6. *The insurance policy used to satisfy the requirements of*
7 *subsection 4 provides primary insurance during each car sharing*
8 *period. If, during the car sharing period, a claim arises in another*
9 *state with minimum financial responsibility requirements that are*
10 *higher than the requirements of NRS 485.185, the insurance*
11 *policy used to satisfy the requirements of subsection 4 must satisfy*
12 *the difference in minimum coverage amounts, up to the applicable*
13 *policy limits.*

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

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

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

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

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

31 (b) *Is responsible for defending against any such claim,*
32 *↪ except in the situation where the shared vehicle owner acts in*
33 *concert with a shared vehicle driver who fails to return the shared*
34 *vehicle pursuant to the terms of the car sharing program*
35 *agreement.*

36 9. *Coverage under a motor vehicle liability insurance policy*
37 *maintained by a peer-to-peer car sharing program must not be*
38 *dependent on another insurer first denying a claim or require*
39 *another motor vehicle liability insurance policy to first deny a*
40 *claim.*

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

42 (a) *Limit the liability of a peer-to-peer car sharing program for*
43 *any act or omission of the peer-to-peer car sharing program that*
44 *results in injury to any person as a result of the use of a shared*
45 *vehicle through the peer-to-peer car sharing program; or*



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

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

11 **Sec. 14.** *At the time when the owner of a motor vehicle*
12 *registers as a shared vehicle owner and before the shared vehicle*
13 *owner is permitted to make his or her vehicle available for car*
14 *sharing through a peer-to-peer car sharing program, the peer-to-*
15 *peer car sharing program shall notify the shared vehicle owner*
16 *that, if the shared vehicle has a lien against it, the use of the*
17 *shared vehicle through a peer-to-peer car sharing program,*
18 *including, without limitation, use without insurance coverage for*
19 *physical damage, may violate the terms of the contract with the*
20 *lienholder.*

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

- 26 (a) *Liability coverage for bodily injury and property damage;*
27 (b) *Personal injury protection coverage;*
28 (c) *Uninsured and underinsured motorist coverage;*
29 (d) *Medical payments coverage;*
30 (e) *Comprehensive physical damage coverage; and*
31 (f) *Collision physical damage coverage.*

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

33 (a) *Invalidate or limit an exclusion contained in a motor*
34 *vehicle liability insurance policy, including, without limitation,*
35 *any insurance policy in use or approved for use that excludes*
36 *coverage for motor vehicles made available for rent, sharing or*
37 *hire or for any business use.*

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

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

43 **Sec. 16.** 1. *A peer-to-peer car sharing program shall collect*
44 *and maintain the following records relating to the use of a shared*



1 *vehicle through the peer-to-peer car sharing program in such*
2 *format as the Director may prescribe:*

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

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

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

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

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

14 2. *The peer-to-peer car sharing program shall maintain the*
15 *records required pursuant to subsection 1 for a period of not less*
16 *than 4 years after the record is created.*

17 3. *Upon request, the peer-to-peer car sharing program shall*
18 *provide copies of the records maintained pursuant to this section*
19 *and section 26 of this act to the shared vehicle owner, shared*
20 *vehicle driver or insurer of the shared vehicle owner or shared*
21 *vehicle driver to facilitate a claim coverage investigation or the*
22 *settlement, negotiation or litigation of a claim.*

23 4. *Upon request, each record maintained pursuant to this*
24 *section and section 26 of this act must be made available for*
25 *inspection by a shared vehicle owner, shared vehicle driver, the*
26 *insurer of a shared vehicle owner or shared vehicle driver or the*
27 *Department or its designee at any time during regular business*
28 *hours, subject to the provisions of any applicable data security or*
29 *data privacy law.*

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

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

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



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

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

8 2. *Excluded under the terms of the motor vehicle liability*
9 *insurance policy of the motor vehicle insurer who is not the motor*
10 *vehicle insurer of the peer-to-peer car sharing program.*

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

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

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

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

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

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

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

27 2. *A person who desires to operate a peer-to-peer car sharing*
28 *program in this State must:*

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

33 (b) *Provide evidence of insurance coverage to satisfy any*
34 *liability that accrues to a peer-to-peer car sharing program for*
35 *damage that arises from the failure of the peer-to-peer car sharing*
36 *program to comply with the provisions of this chapter in an*
37 *amount established by the Director by regulation, which is*
38 *separate from any insurance coverage a peer-to-peer car sharing*
39 *program may use to satisfy the liability which may accrue to a*
40 *peer-to-peer car sharing program pursuant to section 13 of this act*
41 *or which may be used to satisfy the requirements of subsection 4*
42 *of section 13 of this act, or a file a bond or make a deposit*
43 *pursuant to section 24 of this act.*

44 (c) *Pay a fee of \$125.*



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

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

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

11 2. Willful failure to comply with any provision of this chapter
12 or regulations adopted pursuant thereto. If the Department
13 notifies a peer-to-peer car sharing program that the peer-to-peer
14 car sharing program has violated the provisions of this chapter or
15 the regulations adopted pursuant thereto and the peer-to-peer car
16 sharing program fails to take corrective action within 10 days after
17 having received the notice or continues to violate the provisions of
18 this chapter or the regulations adopted pursuant thereto, this shall
19 be deemed prima facie evidence of willful failure to comply with
20 the provisions of this chapter or the regulations adopted pursuant
21 thereto.

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

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

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

34 2. Except as otherwise provided in subsection 3, the Director
35 shall make written findings of fact and conclusions and grant or
36 finally deny the application or revoke the license within 15 days
37 after the hearing unless by interim order the Director extends the
38 time to 30 days after the hearing. If the license has been
39 temporarily suspended, the suspension expires not later than 15
40 days after the hearing.

41 3. If the Director finds that the action is necessary in the
42 public interest, upon notice to the licensee, the Director may
43 temporarily suspend or refuse to renew the license issued to a
44 peer-to-peer car sharing program for a period not to exceed



1 30 days. A hearing must be held, and a final decision rendered,
2 within 30 days after notice of the temporary suspension.

3 4. The Director may issue subpoenas for the attendance of
4 witnesses and the production of evidence.

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

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

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

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

24 2. The bond must be continuous in form, and the total
25 aggregate liability on the bond must be limited to the payment of
26 the total amount of the bond.

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

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

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



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

4 5. When a deposit is made pursuant to paragraph (b) of
5 subsection 1, liability under the deposit is in the amount
6 prescribed by the Department. If the amount of the deposit is
7 reduced or there is an outstanding court judgment for which the
8 licensee is liable under the deposit, the license as a peer-to-peer
9 car sharing program is automatically suspended. The license must
10 be reinstated if the licensee:

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

12 (b) Restores the deposit with the Department to the original
13 amount required under this section; or

14 (c) Satisfies the outstanding judgment for which the licensee is
15 liable under the deposit.

16 6. A deposit made pursuant to paragraph (b) of subsection 1
17 may be refunded:

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

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

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

28 1. Any right of the peer-to-peer car sharing program to seek
29 indemnification from the shared vehicle owner or the shared
30 vehicle driver for economic loss sustained by the peer-to-peer car
31 sharing program resulting from a breach of the terms and
32 conditions of the car sharing program agreement.

33 2. That a motor vehicle liability insurance policy issued to the
34 shared vehicle owner for the shared vehicle or to the shared
35 vehicle driver does not provide a defense or indemnification for
36 any claim asserted by the peer-to-peer car sharing program.

37 3. That the insurance coverage of the peer-to-peer car
38 sharing program on the shared vehicle owner and the shared
39 vehicle driver is in effect only during each car sharing period and
40 that, for any use of the shared vehicle by the shared vehicle driver
41 after the car sharing termination time, the shared vehicle driver
42 and shared vehicle owner may not have insurance coverage.

43 4. The daily rate, fees and, if applicable, any insurance or
44 protection package costs that are charged to the shared vehicle
45 owner or the shared vehicle driver.



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

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

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

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

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

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

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

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

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

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

27 **Sec. 27.** *A peer-to-peer car sharing program shall have sole*
28 *responsibility for any equipment, such as a GPS system or other*
29 *special equipment, that is put in or on the shared vehicle to*
30 *monitor or facilitate the car sharing transaction and shall*
31 *indemnify and hold harmless the shared vehicle owner for any*
32 *damage to or theft of such equipment during the sharing period*
33 *not caused by the shared vehicle owner. A peer-to-peer car*
34 *sharing program may enter into an agreement with a shared*
35 *vehicle driver wherein the shared vehicle driver agrees to*
36 *indemnify the peer-to-peer car sharing program for any loss or*
37 *damage to such equipment that occurs during the car sharing*
38 *period.*

39 **Sec. 28.** *1. At the time when a motor vehicle owner*
40 *registers as a shared vehicle owner through a peer-to-peer car*
41 *sharing program and before being permitted to make a shared*
42 *vehicle available for car sharing through the peer-to-peer car*
43 *sharing program, the peer-to-peer car sharing program shall:*



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

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

6 2. If a shared vehicle owner has received an actual notice of
7 a safety recall on the vehicle, the shared vehicle owner may not
8 make the vehicle available as a shared vehicle on a peer-to-peer
9 car sharing program until the safety recall repair has been made.

10 3. If a shared vehicle owner receives an actual notice of a
11 safety recall on a shared vehicle while the shared vehicle is made
12 available through a peer-to-peer car sharing program, the shared
13 vehicle owner shall remove the shared vehicle from being made
14 available through the peer-to-peer car sharing program as soon as
15 possible after receiving the notice of the safety recall and until the
16 safety recall repair has been made.

17 4. If a shared vehicle owner receives an actual notice of a
18 safety recall on a shared vehicle while the shared vehicle is in the
19 possession of a shared vehicle driver, the shared vehicle owner
20 shall notify the peer-to-peer car sharing program as soon as
21 possible after receiving the notice of the safety recall so that the
22 shared vehicle owner may address the safety recall repair.

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

25 (a) Impose any tax or fee on:

26 (1) Any peer-to-peer car sharing company operating within
27 the scope of a valid license issued pursuant to section 20 of this
28 act;

29 (2) Any shared vehicle driver;

30 (3) Any shared vehicle owner; or

31 (4) Any shared vehicle.

32 (b) Require:

33 (1) A peer-to-peer car sharing program operating within
34 the scope of a valid license issued pursuant to section 20 of this act
35 to obtain from the local government any certificate, license or
36 permit to operate as a peer-to-peer car sharing company; or

37 (2) A shared vehicle owner who makes a shared vehicle
38 available through a peer-to-peer car sharing program to obtain
39 from the local government any certificate, license or permit to
40 make the shared vehicle available through a peer-to-peer car
41 sharing program.

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



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

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

7 (b) *Prohibit an airport or its governing body from requiring a*
8 *peer-to-peer car sharing program to:*

9 (1) *Obtain a permit or certification to operate at the airport;*
10 *or*

11 (2) *Comply with any other requirement to operate at the*
12 *airport.*

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

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

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

19 482.053 For the purposes of regulation under this chapter and
20 of imposing tort liability under NRS 41.440, and for no other
21 purpose:

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

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

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

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

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

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

38 482.300 **1.** It is unlawful for any person to engage in the
39 activities of a short-term lessor unless such person has been licensed
40 pursuant to NRS 482.363.

41 2. *A peer-to-peer car sharing program licensed pursuant to*
42 *section 20 of this act and an owner of a vehicle who makes the*
43 *vehicle available for use through such a program who operate*
44 *pursuant to the provisions of sections 2 to 29, inclusive, of this act*



1 *shall not be deemed to be engaged in the activities of a short-term*
2 *lessor.*

3 **Sec. 32.** Notwithstanding the provisions of NRS 218D.430 and
4 218D.435, a committee, other than the Assembly Standing
5 Committee on Ways and Means and the Senate Standing Committee
6 on Finance, may vote on this act before the expiration of the period
7 prescribed for the return of a fiscal note in NRS 218D.475. This
8 section applies retroactively from and after March 22, 2021.

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

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

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

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



