

HOUSE BILL NO. HB0154

Consumer Rental Purchase Agreement Act-amendments.

Sponsored by: Representative(s) Burkhardt, Brown, Henderson,
Larsen, L, Larson, JT, Niemiec and Northrup
and Senator(s) Case

A BILL

for

1 AN ACT relating to trade and commerce; amending the Wyoming
2 Consumer Rental-Purchase Agreement Act as specified;
3 amending licensing requirements; providing for digital
4 agreements; providing definitions; providing limitations;
5 allowing for the inspection of records; requiring
6 rulemaking; and providing for effective dates.

7

8 *Be It Enacted by the Legislature of the State of Wyoming:*

9

10 **Section 1.** W.S. 40-19-102(a)(xi)(intro), by creating
11 new paragraphs (xii) through (xiv) and by renumbering (xii)
12 as (xv), 40-19-103, 40-19-106 by creating a new subsection
13 (g), 40-19-107(a)(xi) and (xiii), 40-19-109(a),
14 40-19-111(a)(intro) and (ii)(intro), 40-19-113 by creating
15 a new subsection (f), 40-19-114(a), (e) through (g),

1 (h)(intro) and (j), 40-19-115 by creating a new subsection
2 (h), 40-19-117(a) through (c) and by creating new
3 subsections (d) through (f) and 40-19-118 by creating new
4 subsections (g) through (j) are amended to read:

5

6 **40-19-102. Definitions.**

7

8 (a) As used in this act:

9

10 (xi) "Rental-purchase agreement" means an
11 agreement, which may be in digital form, between a consumer
12 and merchant for the use of property by the consumer
13 primarily for personal, family or household purposes:

14

15 (xii) "Independent third-party retailer
16 location" means a physical retail location open to
17 consumers in Wyoming or an online presence, in each case
18 operated by a person who is not a merchant but where a
19 merchant regularly offers or displays property for use
20 under rental-purchase agreements;

21

22 (xiii) "Place of business" means a merchant's
23 physical retail location open to consumers in Wyoming or a

1 merchant's online presence, in each case where the merchant
2 regularly offers or displays the merchant's property for
3 use under rental-purchase agreements. Place of business
4 does not include an independent third-party retailer
5 location;

6
7 (xiv) "Rental-purchase property" means property
8 displayed or offered primarily for rental-purchase pursuant
9 to a rental-purchase agreement;

10
11 (xii)(xv) "This act" means W.S. 40-19-101
12 through 40-19-120.

13
14 **40-19-103. Notices.**

15
16 Notices required by this act shall be given personally or
17 sent by first class or registered mail to the known
18 residential address of the consumer. Notice, if ~~last sent~~
19 by mail, is given when deposited in a mailbox properly
20 addressed and postage prepaid. Notice may also be given
21 upon delivery of the communication to the consumer by email
22 or other electronic means if the consumer provides written
23 consent to receive notice by email or other electronic

1 means in response to a clear and conspicuous request for
2 consent.

3

4 **40-19-106. General requirements of rental-purchase**
5 **agreements.**

6

7 (g) A merchant may offer or display property for use
8 under rental-purchase agreements via a website, mobile
9 application, electronic application or other digital or
10 physical means made available by an independent third-party
11 retailer or by the merchant.

12

13 **40-19-107. Disclosures.**

14

15 (a) For each rental-purchase agreement, the merchant
16 shall disclose in the agreement the following items as
17 applicable:

18

19 (xi) A statement that the consumer may terminate
20 the agreement without penalty by voluntarily surrendering
21 or returning the property in good repair, reasonable wear
22 and tear excepted, in accordance with the terms of the

1 rental-purchase agreement, along with any past due rental
2 payments upon expiration of any rental period;

3

4 (xiii) The following notice printed or typed in
5 a size equal to or greater than ten (10) point bold type
6 or, when disclosed in a digital format, outlined with a
7 noticeable box in a type and size equal to or larger than
8 any surrounding language or otherwise disclosed in a clear
9 and conspicuous manner:

10

11

NOTICE TO CONSUMER

12

13 Do not sign this agreement before you read it or if it
14 contains blank spaces. You are entitled to a copy of the
15 agreement you sign.

16

17 **40-19-109. Default; notice of default and right to**
18 **cure.**

19

20 (a) In any rental-purchase agreement, after a
21 consumer is in default for three (3) business days or more
22 and does not voluntarily surrender possession of the rented
23 property, a merchant may give the consumer the notice

1 provided in this section. Notice may be given to the
2 consumer under this section by the merchant personally
3 delivering the notice to the consumer or by mailing the
4 notice to the consumer's last known residential address.
5 Notice may also be given by delivering the communication to
6 the consumer by email or other electronic means if the
7 consumer provides written consent to receive notice by
8 email or other electronic means in response to a clear and
9 conspicuous request for consent.

10

11 **40-19-111. Liability damage waivers; fees.**

12

13 (a) A consumer and merchant may contract for a
14 liability damage waiver in physical or digital format. The
15 selling or offering for sale of a liability damage waiver
16 pursuant to this act shall be subject to the following
17 prohibitions and requirements:

18

19 (ii) The liability damage waiver contract shall
20 include a statement of the fee for the liability damage
21 waiver and shall display the following notice printed or
22 typed in a size equal to or greater than ten (10) point
23 bold type or, when disclosed in a digital format, outlined

1 with a noticeable box in a type size equal to or larger
2 than any surrounding language or otherwise disclosed in a
3 clear and conspicuous manner:

4
5 NOTICE: THE PURCHASE OF THIS LIABILITY DAMAGE WAIVER
6 IS NOT MANDATORY AND MAY BE DECLINED. THIS CONTRACT
7 OFFERS, FOR AN ADDITIONAL CHARGE, A LIABILITY DAMAGE WAIVER
8 TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE PROPERTY.
9 BEFORE DECIDING WHETHER TO PURCHASE THE LIABILITY DAMAGE
10 WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR HOMEOWNER'S
11 OR CASUALTY INSURANCE, IF ANY, AFFORDS YOU COVERAGE FOR
12 DAMAGE TO THE RENTAL PROPERTY AND THE AMOUNT OF THE
13 DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE.

14
15 **40-19-113. Advertising.**

16
17 (f) For rental-purchase property displayed or offered
18 to a consumer by means of an online rental-purchase
19 agreement or via electronic commerce or other digital
20 transaction means, whether at a merchant's place of
21 business or an independent third-party retailer location, a
22 merchant may disclose the information required by this
23 section, including the information under subsection (d) of

1 this section, in a digital format. A merchant's disclosure
2 in a digital format shall constitute the tag or card under
3 subsection (d) of this section, provided the disclosure is
4 made before disclosing the information required under W.S.
5 40-19-107, includes all information required by subsection
6 (d) of this section and is clear and conspicuous. A
7 disclosure in digital format under this section shall
8 include an outline of the disclosure with a noticeable box
9 in a type size equal to or larger than any surrounding
10 language or otherwise be presented in a clear and
11 conspicuous manner.

12

13 **40-19-114. License required; application for license;**
14 **fee; qualifications.**

15

16 (a) Any person acting as a merchant, as defined by
17 W.S. 40-19-102(a)(viii), in this state shall be licensed
18 with a single statewide license to conduct such business
19 under this section.

20

21 (e) The applicant shall be notified when the
22 application is approved. Within twenty (20) days after
23 notification, the applicant shall pay an initial license

1 fee ~~not to exceed five hundred dollars (\$500.00), as set by~~
2 ~~rule of the administrator~~ that shall include only the
3 following:

4
5 (i) An amount not to exceed five hundred dollars
6 (\$500.00) for each place of business which is a physical
7 location, as set by rule of the administrator;

8
9 (ii) An amount not to exceed one thousand
10 dollars (\$1,000.00) if the applicant displays or offers
11 rental purchase property through an independent third-party
12 retailer location regardless of the number of independent
13 third-party retailer locations, as set by rule of the
14 administrator; and

15
16 (iii) An amount not to exceed five hundred
17 dollars (\$500.00) if the applicant has a place of business
18 that is an online presence, and the applicant is not
19 subject to the amounts in paragraphs (i) or (ii) of this
20 subsection.

21
22 (f) Each ~~office or~~ place of business, including
23 online presence, and independent third-party retailer

1 location as of the time of application shall be licensed
2 separately—disclosed in the application to the
3 administrator, provided that the independent third-party
4 retailer locations may be deemed confidential business
5 information and not subject to public disclosure.
6

7 (g) Each license shall state the primary address of
8 the—office—from which the business is to be conducted and
9 the name of the licensee. The license shall be prominently
10 displayed at the—each place of business named—in—the
11 license—of the licensee that is a physical location open to
12 consumers. If the licensee has no place of business that is
13 a physical location open to consumers, the license number
14 shall be clearly displayed at the online presence of the
15 licensee. The license shall not be transferable or
16 assignable.
17

18 (h) If a licensee wishes to move his—office—the
19 primary address listed on the license to another location,
20 the licensee shall:
21

22 (j) Each license issued under this section shall
23 expire on July 1—December 31. The license shall be renewed

1 annually not less than thirty (30) days before the
2 expiration date. ~~The~~ by submitting a request for renewal
3 on a form designated by the administrator. The licensee
4 shall pay a renewal fee ~~for each license that~~ shall ~~not~~
5 ~~exceed five hundred dollars (\$500.00), as set by rule of~~
6 ~~the administrator~~ only include the following:

7

8 (i) An amount not to exceed five hundred dollars
9 (\$500.00) for each place of business which is a physical
10 location, as set by rule of the administrator;

11

12 (ii) An amount not to exceed one thousand
13 dollars (\$1,000.00) if the applicant displays or offers
14 rental purchase property through an independent third-party
15 retailer location regardless of the number of independent
16 third-party retailer locations, as set by rule of the
17 administrator; and

18

19 (iii) An amount not to exceed five hundred
20 dollars (\$500.00) if the applicant has a place of business
21 that is an online presence, and the applicant is not
22 subject to the amounts in paragraphs (i) or (ii) of this
23 subsection.

1

2 **40-19-115. Revocation or suspension of license.**

3

4 (h) In lieu of a revocation or suspension of a
5 license as provided in this section, the administrator may
6 order a licensee to cease acting as a merchant at any place
7 of business or independent third-party retailer location
8 within Wyoming. Any order under this subsection is subject
9 to the same laws and regulations applicable to revocation
10 or suspension of a license.

11

12 **40-19-117. Examination and investigation.**

13

14 ~~(a) Upon complaint~~ The administrator may examine and
15 copy the records of a conduct examinations of licensees
16 under this act at intervals he deems necessary, but no more
17 frequently than one (1) time per year per licensee, ~~.—The~~
18 ~~investigation may be made for the purposes of discovering~~
19 to determine whether violations of this act ~~or securing~~
20 ~~information lawfully required. For these purposes he shall~~
21 ~~have free and reasonable access during normal office hours~~
22 ~~to the offices, places of business and records of the~~
23 ~~licensee. Each licensee shall pay to the administrator an~~

1 ~~amount assessed by the administrator to cover the direct~~
2 ~~and indirect cost of an investigation under this subsection~~
3 are occurring and the frequency and seriousness of any
4 violations.

5
6 (b) ~~For the purposes~~ In addition to the examinations
7 provided for in subsection (a) of this section, if the
8 administrator has probable cause to believe that a licensee
9 has engaged in a violation of this act, he may make an
10 investigation to determine if the alleged violation has
11 been committed, and, to the extent necessary for this
12 purpose, may administer oaths or affirmations. ~~, and~~ Upon
13 his own motion or upon request of any party, he may
14 subpoena witnesses, compel their attendance, adduce
15 evidence and require the production of any matter which is
16 relevant to the investigation, including the existence,
17 description, nature, custody, condition and location of any
18 books, documents or other tangible things and the identity
19 and location of person having knowledge of relevant facts
20 or any other matter reasonably calculated to lead to the
21 discovery of admissible evidence.

22

1 (c) ~~Upon failure without lawful excuse to obey a~~
2 ~~subpoena or to give testimony and upon~~ If a person being
3 investigated under this section maintains records outside
4 this state, the person at his option shall either make them
5 available at a location within this state convenient to the
6 administrator, which may include an electronic portal or
7 other online method for making records available, or pay
8 the reasonable ~~notice to all persons affected thereby, and~~
9 necessary expenses for the administrator or his
10 representative to examine them at the place out-of-state
11 where they are maintained. For purposes of this section,
12 the administrator ~~may apply to the district court for an~~
13 ~~order compelling compliance~~ shall have free and reasonable
14 access during normal business hours to the offices, place
15 of business and records of the person being examined or
16 investigated. Upon reasonable notice to the person being
17 inspected and subject to maintaining the confidentiality of
18 the inspection, the administrator may designate auditors or
19 other representatives, including comparable officials of
20 the state in which the records are located, to inspect them
21 on his behalf.

22

1 (d) Upon failure without reasonable excuse to obey a
2 subpoena or to give testimony and upon reasonable notice to
3 all persons affected thereby, the administrator may apply
4 to the district court for an order compelling compliance.

5
6 (e) The administrator shall not make public the name
7 or identity of a person whose acts or conduct he
8 investigates pursuant to this section, or the facts or
9 records disclosed in the investigation without a lawful
10 court order. This subsection shall not apply to disclosures
11 in actions or enforcement proceedings pursuant to this act.

12
13 (f) Each licensee or person subject to examination or
14 investigation under this act shall pay to the administrator
15 an amount assessed by the administrator to cover the
16 reasonable direct and indirect costs of examinations or
17 investigations conducted pursuant to this section, unless
18 otherwise provided by rule of the administrator. The total
19 amount assessed by the administrator shall not exceed the
20 reasonable direct and indirect costs incurred by the
21 administrator in carrying out the examination or
22 investigation.

23

1 **40-19-118. Powers and functions of the administrator;**
2 **enforcement; penalties.**

3
4 (g) The administrator may order the refund of any
5 unlawful fees or unlawful periodic payments made to a
6 merchant in an amount necessary to refund the consumer and
7 may impose an administrative fine in an amount not less
8 than one hundred dollars (\$100.00) nor more than two
9 thousand five hundred dollars (\$2,500.00) for each
10 violation of this act, not to exceed five thousand dollars
11 (\$5,000.00) in a calendar year for all violations of a
12 merchant.

13
14 (h) Where there are multiple consumers to a
15 rental-purchase agreement, there shall be not more than one
16 (1) administrative fine under this act for a violation.

17
18 (j) The administrator may enter into a confidential
19 consent order at any time with a person to resolve a matter
20 arising under this act. A consent order shall be signed by
21 the person to whom it is issued or by the person's
22 authorized representative and shall indicate agreement with
23 the terms contained in the order. A consent order may

