CHAPTER 325E

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FUEL DELIVERY TICKETS

325E.01 DELIVERY TICKETS TO ACCOMPANY EACH FUEL DELIVERY.

No person, firm, or corporation shall deliver any domestic heating fuel without such delivery being accompanied by a delivery ticket, on which shall be distinctly expressed in pounds, the gross weight of the load, the tare of the delivery vehicle, the net quantity or quantities of fuel contained in the cart, wagon, vehicle or compartment thereof, bag, sack or container used in such deliveries when sold by weight; or the number of gallons or cubic feet that is being delivered when sold by measure, with the name of the purchaser thereof and the name of the dealer from whom purchased. The delivery ticket shall also clearly state the name, type, kind and grade of fuel being delivered. When the buyer carries away the purchase, a delivery ticket showing the actual amount delivered to the purchaser must be given to the purchaser at the time the sale is made.

Sales of wood for fuel direct from producer to consumer shall be exempt from the provisions of this section. This section shall not apply to deliveries in quantities of ten gallons or less.

Whoever violates any provision of this section is guilty of a misdemeanor.

History: *1943 c 328*

UTILITIES; MISCELLANEOUS PRACTICES

325E.015 [Repealed, 2004 c 216 s 4]

325E.02 CUSTOMER DEPOSITS.

Any customer deposit required before commencement of service by a privately or publicly owned water, gas, telephone, cable television, electric light, heat, or power company shall be subject to the following:

(a) Upon termination of service with all bills paid, the deposit shall be returned to the customer within 45 days, less any deductions made in accordance with paragraph (c).

(b) Interest shall be paid on deposits in excess of $20. The rate of interest must be set annually and be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The interest rate must be rounded to the nearest tenth of one percent. By December 15 of each year, the commissioner of commerce shall announce the rate of interest that must be paid on all deposits held during all or part of the subsequent year. The company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

(c) At the time the deposit is made the company shall furnish the customer with a written receipt specifying the conditions, if any, the deposit will be diminished upon return.

(d) Advance payments or prepayments shall not be construed as being a deposit.

History: *1974 c 424 s 1; 1997 c 121 s 1; 2004 c 261 art 2 s 2*

325E.021 UTILITY DELINQUENCY CHARGES.

A public utility as defined by section 216B.02, a municipality or cooperative electric association, or telephone company as defined by section 237.01 shall, if that utility adopts a policy of imposing a charge or fee upon delinquent residential and farm accounts, provide that each billing shall clearly state the terms and conditions of any penalty in the form of the monthly percentage rate.

History: *1980 c 579 s 31*

325E.025 LANDLORDS AND TENANTS; UTILITY BILLS.

Subdivision 1. **Definitions.** For purposes of this section, "utility" means persons, corporations, or other legal entities, their lessees, trustees, and receivers, now or hereafter operating, maintaining, or controlling in this state equipment or facilities for furnishing at retail natural, manufactured, or mixed gas or electric service to or for the public or engaged in its production and retail sale. The term "utility" includes municipalities and cooperative electric associations, organized under the provisions of chapter 308A, producing or furnishing natural, manufactured, or mixed gas or electric service. This section is not applicable to the sale of natural, manufactured, or mixed gas or electricity by a public utility to another public utility for resale.

"Customer" means any person, firm, association, or corporation, or any agency of the federal, state, or local government being supplied with service by a utility.

Subd. 2. **Payment responsibility for utility service.** A utility shall not: (1) recover or attempt to recover payment for a tenant's outstanding bill or charge from a landlord, property owner or manager, or manufactured home park owner, as defined in section 327C.015, or manufactured home dealer, as defined in section 327B.01, who has not contracted for the service; (2) condition service on payment of an outstanding bill or other charge for utility service due upon the outstanding account of a previous customer or customers when all of the previous customers have vacated the property; or (3) place a lien on the landlord's or owner's property for a tenant's outstanding bill or charge whether created by local ordinance or otherwise. A utility may recover or attempt to recover payment for a tenant's outstanding bill or charge from a property owner where the manager, acting as the owner's agent, contracted for the utility service.

History: *1985 c 135 s 1; 1986 c 473 s 9; 1989 c 356 s 15; 2022 c 55 art 2 s 3*

325E.026 UNAUTHORIZED USE OF UTILITY METERS.

Subdivision 1. **Definitions.** When used in this section, the terms defined in section 216B.02 have the same meanings. Other terms used in this section have the following meanings:

(a) "Bypassing" means the act of attaching, connecting, or otherwise affixing a wire, cord, socket, pipe, hose, motor, or other instrument or device to utility or customer-owned facilities or equipment so that service provided by the utility is transmitted, supplied, or used without passing through a meter authorized by the utility for measuring or registering the amount of service provided.

(b) "Tampering" means damaging, altering, adjusting, or obstructing the operation of a meter or submeter provided by a utility for measuring or registering the amount of electricity, natural gas, or other utility service passing through the meter.

(c) "Unauthorized connection" means the physical connection or physical reconnection of utility service by a person without the authorization or consent of the utility.

(d) "Unauthorized metering" means removing, installing, connecting, reconnecting, or disconnecting a meter, submeter, or metering device for service by a utility, by a person other than an authorized employee or agent of the utility.

(e) "Utility" means a public utility defined in section 216B.02, subdivision 4; a municipal utility; or a cooperative electric association organized under chapter 308A.

Subd. 2. **Civil actions; remedies.** A utility may bring a civil action for damages against a person who: (1) deliberately commits, authorizes, attempts, solicits, aids, or abets bypassing, tampering, unauthorized connection, or unauthorized metering that results in damages to the utility; or (2) knowingly receives service provided as a result of bypassing, tampering, unauthorized connection, or unauthorized metering. The utility may recover double the costs of the service provided; the costs and expenses for investigation, disconnection, reconnection, service calls, equipment, and employees; and the trial costs and witness fees.

Subd. 3. **Damages to benefit ratepayers.** Damages recovered under this section in excess of the actual damages sustained by a public utility regulated by the commission must be taken into account by the commission and applied for the benefit of the public utility's ratepayers in establishing utility rates.

Subd. 4. **Additional remedies.** The remedies provided in this section are supplemental and additional to other remedies or powers conferred by law and not in limitation of other civil or criminal statutory or common law remedies.

History: *1987 c 272 s 1; 1989 c 356 s 16*

PROPANE GAS DISCRIMINATION

325E.027 DISCRIMINATION PROHIBITION.

(a) No dealer or distributor of liquid propane gas or number 1 or number 2 fuel oil who has signed a low-income home energy assistance program vendor agreement with the Department of Commerce may refuse to deliver liquid propane gas or number 1 or number 2 fuel oil to any person located within the dealer's or distributor's normal delivery area who receives direct grants under the low-income home energy assistance program if:

(1) the person has requested delivery;

(2) the dealer or distributor has product available;

(3) the person requesting delivery is capable of making full payment at the time of delivery; and

(4) the person is not in arrears regarding any previous fuel purchase from that dealer or distributor.

(b) A dealer or distributor making delivery to a person receiving direct grants under the low-income home energy assistance program may not charge that person any additional costs or fees that would not be charged to any other customer and must make available to that person any discount program on the same basis as the dealer or distributor makes available to any other customer.

(c) The commissioner of commerce may enforce this section using any of the authority granted to the commissioner under section 45.027.

History: *2007 c 57 art 3 s 41; 2014 c 254 s 22*

UTILITY PAYMENTS FOR MILITARY

325E.028 UTILITY PAYMENT ARRANGEMENTS FOR MILITARY SERVICE PERSONNEL.

Subdivision 1. **Restriction on disconnection; payment schedules.** (a) A municipal utility, cooperative electric association, or public utility must not disconnect the utility service of a residential customer if a member of the household has been issued orders into active duty, for deployment, or for a permanent change in duty station during the period of active duty, deployment, or change in duty station if such a residential customer:

(1) has a household income below the state median household income or is receiving energy assistance and enters into an agreement with the municipal utility, cooperative electric association, or public utility under which the residential customer pays ten percent of the customer's gross monthly income toward the customer's bill and the residential customer remains reasonably current with those payments; or

(2) has a household income above the state median household income and enters into an agreement with the municipal utility, cooperative electric association, or public utility establishing a reasonable payment schedule that considers the financial resources of the household and the residential customer remains reasonably current with payments under the payment schedule.

(b) For purposes of this subdivision, "household income" means household income measured after the date of the orders specified in paragraph (a).

Subd. 2. **Annual notice to all customers; inability to pay forms.** (a) A municipal utility, cooperative electric association, or public utility must notify all residential customers annually of the provisions of this section.

(b) A municipal utility, cooperative electric association, or public utility must provide a form to a residential customer to request the protections of this section upon the residential customer's request.

Subd. 3. **Application to service limiters.** For the purposes of this section, "disconnection" includes a service or load limiter or any device that limits or interrupts electric service in any way.

Subd. 4. **Income verification.** Verification of income may be conducted by the local energy assistance provider or the municipal utility, cooperative electric association, or public utility unless the customer is automatically eligible for protection against disconnection as a recipient of any form of public assistance, including energy assistance that uses income eligibility in an amount at or below the income eligibility in subdivision 1, paragraph (a), clause (1).

Subd. 5. **Appeal process.** (a) The municipal utility, cooperative electric association, or public utility shall provide the residential customer with a commission-approved written notice of the right to appeal to the commission or other appropriate governing body when the utility and residential customer are unable to agree on the establishment, reasonableness, or modification of a payment schedule, or on the reasonable timeliness of the payments under a payment schedule, provided for by this section. Any appeal must be made within seven working days after the residential customer's receipt of personally served notice, or within ten working days after the utility has deposited first class mail notice in the United States mail.

(b) The utility shall not disconnect service while a payment schedule is pending appeal, or until any appeal involving payment schedules has been determined by the commission.

Subd. 6. **Enforcement.** This section may be enforced pursuant to chapter 216B.

History: *2007 c 111 s 1; 2015 c 21 art 1 s 72*

METAL BEVERAGE CONTAINERS

325E.03 SALE OF BEVERAGE CONTAINERS HAVING DETACHABLE PARTS.

Subdivision 1. **Restriction.** No person shall sell or offer for sale in this state a carbonated soft drink, beer, other malt beverage, or tea in liquid form and intended for human consumption contained in an individual sealed metal container designed and constructed so that a part of the container is detached in the process of opening the container.

Subd. 2. **Criminal penalty.** A violation of subdivision 1 is a misdemeanor and each day of violation is a separate offense.

History: *1975 c 308 s 1,2; 1977 c 226 s 1*

IMMIGRATION SERVICES

325E.031 IMMIGRATION SERVICES.

Subdivision 1. **Definitions.** (a) For the purpose of this section, the terms in this subdivision have the meanings given.

(b) "Immigration matter" means any proceeding, filing, or action affecting the nonimmigrant, immigrant, or citizenship status of any person that arises under immigration and naturalization law, executive order, or presidential proclamation of the United States or any foreign country, or that arises under action of the United States Citizenship and Immigration Services, the United States Department of Labor, or the United States Department of State.

(c) "Immigration assistance service" means any advice, guidance, information, or action provided or offered to customers or prospective customers relating to any immigration matter and for which a fee is charged.

Subd. 2. **Notice.** (a) Any person who provides or offers immigration assistance services in this state shall post a notice at that person's place of business, setting forth information in English and in every other language in which the person provides or offers to provide immigration assistance services. Each language must be on a separate sign and posted in a location visible to customers. Each sign must be at least 11 inches by 17 inches and must contain the following statements:

(1) "I AM NOT AN ATTORNEY LICENSED TO PRACTICE LAW AND MAY NOT GIVE LEGAL ADVICE OR ACCEPT FEES FOR LEGAL ADVICE."

(2) "I AM NOT ACCREDITED TO REPRESENT YOU BEFORE THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICES AND THE IMMIGRATION BOARD OF APPEALS."

(b) Any person who advertises immigration assistance services in a language other than English, whether by radio, television, signs, pamphlets, newspapers, or other written communication, with the exception of a single desk plaque, shall post or otherwise include with the advertisement a notice in English and the language in which the advertisement appears that contains the language in paragraph (a), clause (1).

Subd. 3. **Prohibited activities.** Any person who provides or offers to provide immigration assistance services may not do any of the following:

(1) give any legal advice concerning an immigration matter or perform an act constituting the practice of immigration law as defined in Code of Federal Regulations, title 8, section 1.1(i), (j), (k), or (m);

(2) represent, hold out or advertise, in connection with the provision of assistance in immigration matters, other titles or credentials in any language, including, but not limited to, "notary public" or "immigration consultant," that could cause a customer to believe that the person possesses special professional skills or is authorized to provide advice on an immigration matter;

(3) make any misrepresentation or false statement, directly or indirectly, to influence, persuade, or induce patronage;

(4) retain any compensation for service not performed; or

(5) refuse to return documents supplied by, prepared on behalf of, or paid for by the customer upon the request of the customer even if subject to a fee dispute.

Subd. 4. **Written contract.** Except as otherwise provided in this section, before providing an immigration assistance service a person shall provide the customer with a written contract that includes the following:

(1) an explanation of the services to be performed;

(2) identification of all compensation and costs to be charged to the customer for the services to be performed; and

(3) a statement that documents submitted in support of an application for nonimmigrant, immigrant, or naturalization status may not be retained by the person for any purpose, including payment of compensation or costs.

The written contract must be in both English and in the language of the customer. A copy of the contract must be provided to the customer upon the customer's execution of the contract. A customer has the right to rescind a contract within 72 hours after signing the contract. Any documents prepared on behalf of, or paid for by the customer, must be returned upon demand of the customer.

This subdivision does not apply to a not-for-profit organization that provides advice or assistance in immigration matters to clients without charge beyond a reasonable fee to reimburse the organization's or clinic's reasonable costs relating to providing immigration services to that client.

Subd. 5. **Exemptions.** This section does not apply to:

(1) an attorney licensed to practice law in any state or territory of the United States, or in any foreign country when authorized by the Minnesota Supreme Court, to the extent the attorney renders immigration assistance service in the course of practicing as an attorney;

(2) a nonlawyer assistant, as described by the rules of the Minnesota Supreme Court, employed by and under the direct supervision of a licensed attorney and rendering immigration assistance service in the course of the assistant's employment;

(3) a not-for-profit organization recognized by the Board of Immigration Appeals under Code of Federal Regulations, title 8, section 292.2(a), and employees of those organizations accredited under Code of Federal Regulations, title 8, section 292.2(d), and designated entities as defined under Code of Federal Regulations, title 8, section 245a.1; and

(4) an organization employing or desiring to employ an alien or nonimmigrant alien, where the organization, its employees or its agents provide advice or assistance in immigration matters to alien or nonimmigrant alien employees or potential employees without compensation from the individuals to whom the advice or assistance is provided.

Subd. 6. **Penalty and remedies.** A person who violates this section is guilty of a misdemeanor. The penalties and remedies of section 8.31 apply to violations of this section, including a private cause of action.

History: *1996 c 401 s 1; 2007 c 13 art 1 s 25*

325E.035 [Repealed, 1Sp1989 c 1 art 20 s 30]

SAMPLES; DISTRIBUTION

325E.04 FREE SAMPLES; DISTRIBUTION.

Subdivision 1. **Restrictions.** It shall be unlawful to cause to be delivered indiscriminately door to door to residences, other than through the United States mail, any advertising, sample of merchandise, or promotional material which is contained in a plastic film outer bag any dimension of which exceeds seven inches and which contains less than one hole, one-half inch in diameter, for each 25 square inch area, or any samples of drugs, medicines, razor blades, or aerosol cans regardless of how packaged. This subdivision shall not apply to plastic bags with an average thickness of more than .0015 of an inch.

Subd. 2. **Criminal penalty.** Any person who is found to have violated this section shall be guilty of a misdemeanor.

History: *1971 c 832 s 1,2; 1974 c 85 s 1*

325E.041 SENSORY TESTING RESEARCH.

Subdivision 1. **Definitions.** For purposes of this section, the following terms have the meanings given:

(1) "sensory testing firm" means a business that tests consumer reaction to physical aspects of products for a third-party client;

(2) "trained sensory assessors" means members of the public at least 21 years of age selected by sensory testing firms and trained for a minimum of one hour to test products;

(3) "sensory testing facility" means a facility specifically designed as a controlled environment for testing; and

(4) "department" means the Department of Public Safety.

Subd. 2. **Allowed activities.** Notwithstanding any law to the contrary, a sensory testing firm may possess and may purchase alcohol at retail or wholesale, and may allow consumption of that alcohol, by trained sensory assessors for testing purposes at their facility, provided that:

(1) the firm must comply with section 340A.409 and all other state laws that do not conflict with this section;

(2) firms choosing to serve alcohol must be licensed by the department, which may assess a fee sufficient to cover costs; and

(3) records of testing protocols must be retained by the firm for at least one year.

History: *2016 c 189 art 4 s 12*

SALE AND LABELING OF PLASTICS

325E.042 PROHIBITING SALE OF CERTAIN PLASTICS.

Subdivision 1. **Plastic can.** (a) A person may not sell, offer for sale, or give to consumers in this state a beverage packaged in a plastic can.

(b) A plastic can subject to this subdivision is a single serving beverage container composed of plastic and metal excluding the closure mechanism.

Subd. 2. **Nondegradable plastic.** A person may not sell, offer for sale, or give to consumers beverages or motor oil containers held together by connected rings made of nondegradable plastic material.

Subd. 3. **Penalty.** A person who violates subdivision 1 or 2 is guilty of a misdemeanor.

History: *1988 c 685 s 26; 1991 c 337 s 57*

325E.044 PLASTIC CONTAINER LABELING.

Subdivision 1. **Definitions.** The definitions in this subdivision apply to this section.

(a) "Distributor" means a person engaged in business that ships or transports products to retailers in this state to be sold by those retailers.

(b) "Labeling" means attaching information to or embossing or printing information on a plastic container.

(c) "Manufacturer" means any manufacturer offering for sale and distribution a product packaged in a container.

(d) "Plastic container" means an individual, separate, plastic bottle, can, or jar with a capacity of 16 ounces or more.

Subd. 2. **Labeling rules required.** By March 31, 1989, the board shall adopt rules requiring labeling of plastic containers. The rules adopted under this subdivision must allow a manufacturer of plastic containers, a person who places products in plastic containers, and a person who sells products in plastic containers to choose an appropriate method of labeling plastic containers. The board shall adopt rules as consistent as practicable with national industrywide plastic container coding systems. The rules may exempt plastic containers of a capacity of less than a specified minimum size from the labeling requirements.

Subd. 3. **Prohibition.** A person may not manufacture or bring into the state for sale in this state a plastic container that does not comply with the labeling rules adopted under subdivision 2.

Subd. 4. **Enforcement; civil penalty; injunctive relief.** (a) After being notified that a plastic container does not comply with the rules under subdivision 2, any manufacturer or distributor who violates subdivision 3 is subject to a civil penalty of $50 for each violation up to a maximum of $500 and may be enjoined from such violations.

(b) The attorney general may bring an action in the name of the state in a court of competent jurisdiction for recovery of civil penalties or for injunctive relief as provided in this subdivision. The attorney general may accept an assurance of discontinuance of acts in violation of subdivision 3 in the manner provided in section 8.31, subdivision 2b.

History: *1988 c 685 s 27*

325E.045 Subdivision 1. [Repealed, 1991 c 337 s 90]

Subd. 2. [Repealed, 1991 c 337 s 90]

Subd. 3. [Repealed, 1990 c 597 s 73; 1990 c 604 art 10 s 32; 1991 c 337 s 90]

Subd. 4. [Repealed, 1990 c 597 s 73; 1990 c 604 art 10 s 32; 1991 c 337 s 90]

325E.046 STANDARDS FOR LABELING BAGS, FOOD OR BEVERAGE PRODUCTS, AND PACKAGING.

Subdivision 1. **Biodegradable label.** A manufacturer, distributor, or wholesaler may not sell or offer for sale and any other person may not knowingly sell or offer for sale in this state a covered product labeled "biodegradable," "degradable," "decomposable," or any form of those terms, or in any way imply that the covered product will break down, fragment, degrade, biodegrade, or decompose in a landfill or other environment, unless an ASTM standard specification is adopted for the term claimed and the product is certified as meeting the specification in compliance with the provisions of subdivision 2a.

Subd. 2. **Compostable label.** (a) A manufacturer, distributor, or wholesaler may not sell or offer for sale and any other person may not knowingly sell or offer for sale in this state a covered product labeled "compostable" unless, at the time of sale or offer for sale, the covered product:

(1) meets the ASTM Standard Specification for Labeling of Plastics Designed to be Aerobically Composted in Municipal or Industrial Facilities (D6400) or its successor or the ASTM Standard Specification for Labeling of End Items that Incorporate Plastics and Polymers as Coatings or Additives with Paper and Other Substrates Designed to be Aerobically Composted in Municipal or Industrial Facilities (D6868) or its successor, and the covered product is labeled to reflect that it meets the specification;

(2) is comprised of only wood without any coatings or additives; or

(3) is comprised of only paper without any coatings or additives.

(b) A covered product labeled "compostable" and meeting the criteria under paragraph (a) must be clearly and prominently labeled on the product, or on the product's smallest unit of sale, to reflect that it is intended for an industrial or commercial compost facility. The label required under this paragraph must be in a legible text size and font.

Subd. 2a. **Certification of products.** Beginning January 1, 2026, a manufacturer, distributor, or wholesaler may not sell or offer for sale and any other person may not knowingly sell or offer for sale in this state a covered product labeled as "biodegradable" or "compostable" unless the covered product is certified as meeting the requirements of subdivision 1 or 2, as applicable, by an entity that:

(1) is a nonprofit corporation;

(2) as its primary focus of operation, promotes the production, use, and appropriate end of life for materials and products that are designed to fully biodegrade in specific biologically active environments such as industrial composting; and

(3) is technically capable of and willing to perform analysis necessary to determine a product's compliance with subdivision 1 or 2, as applicable.

Subd. 3. **Enforcement; civil penalty; injunctive relief.** (a) A person who violates this section is subject to a civil or administrative penalty of $100 for each prepackaged saleable unit sold or offered for sale up to a maximum of $5,000 and may be enjoined from those violations.

(b) The attorney general may bring an action in the name of the state in a court of competent jurisdiction for recovery of civil penalties or for injunctive relief as provided in this subdivision. The attorney general may accept an assurance of discontinuance of acts in violation of this section in the manner provided in section 8.31, subdivision 2b.

(c) The commissioner of the Pollution Control Agency may enforce this section under sections 115.071 and 116.072. The commissioner may coordinate with the commissioners of commerce and health in enforcing this section.

(d) When requested by the commissioner of the Pollution Control Agency, a person selling or offering for sale a covered product labeled as "compostable" must furnish to the commissioner any information that the person may have or may reasonably obtain that is relevant to show compliance with this section.

Subd. 4. **Definitions.** For purposes of this section, the following terms have the meanings given:

(1) "ASTM" has the meaning given in section 296A.01, subdivision 6;

(2) "covered product" means a bag, food or beverage product, or packaging;

(3) "food or beverage product" means a product that is used to wrap, package, contain, serve, store, prepare, or consume a food or beverage, such as plates, bowls, cups, lids, trays, straws, utensils, and hinged or lidded containers; and

(4) "packaging" has the meaning given in section 115A.03, subdivision 22b.

History: *2009 c 37 art 1 s 57; 2023 c 60 art 3 s 23*

FARM EQUIPMENT DEALERSHIPS

325E.05 AGRICULTURAL IMPLEMENT DEALERSHIPS; RETURN OF STOCK.

If a franchised agricultural machinery or implement dealership is discontinued for economic reasons, the firm, company, person, or successor in interest issuing the franchise to the dealer shall purchase all listed parts in the dealer's stock purchased originally from firm, company, or person issuing franchise at a price agreeable to the franchised dealer and such firm, company, person, or successor in interest.

History: *1959 c 398 s 1; 1988 c 502 s 1*

325E.06 REPURCHASE OF FARM MACHINERY, IMPLEMENTS, ATTACHMENTS AND PARTS UPON TERMINATION OF CONTRACT.

Subdivision 1. **Obligation to repurchase.** Whenever any person, firm, or corporation engaged in the business of selling and retailing farm implements and repair parts for farm implements enters into a written or oral contract, sales agreement, or security agreement whereby the retailer agrees with any wholesaler, manufacturer, or distributor of farm implements, machinery, attachments or repair parts or outdoor power equipment, attachments, or repair parts to maintain a stock of parts or complete or whole machines, or attachments, and thereafter the written or oral contract, sales agreement, or security agreement is terminated, canceled, or discontinued, then the wholesaler, manufacturer, or distributor shall pay to the retailer or credit to the retailer's account, if the retailer has outstanding any sums owing the wholesaler, manufacturer, or

distributor, unless the retailer should desire and has a contractual right to keep such merchandise, a sum equal to 100 percent of the net cost of all unused complete farm implements, machinery, and attachments or outdoor power equipment and attachments in new condition which have been purchased by the retailer from the wholesaler, manufacturer, or distributor within the 24 months immediately preceding notification by either party of intent to terminate, cancel, or discontinue the contract, including transportation charges and reasonable assembly charges which have been paid by the retailer, or invoiced to retailer's account by the wholesaler, manufacturer, or distributor and the following:

(a) 95 percent of the current net prices on repair parts, including superseded parts listed in current price lists or catalogs in use by the wholesaler, manufacturer, or distributor or its predecessor on the date of the termination, cancellation, or discontinuance of the contract;

(b) as to any parts not listed in current price lists or catalogs, 100 percent of the invoiced price of the repair part for which the retailer has an invoice which parts had previously been purchased by the retailer from the wholesaler, manufacturer, or distributor and are held by the retailer on the date of the termination, cancellation, or discontinuance of the contract or thereafter received by the retailer from the wholesaler, manufacturer, or distributor;

(c) 50 percent of the most recently published price of all other parts provided the price list or catalog is not more than ten years old as of the date of the cancellation or discontinuance of the contract;

(d) net cost less 20 percent per year depreciation for five years following purchase of all data processing and communications hardware and software the retailer purchased from the wholesaler, manufacturer, or distributor, or an approved vendor of the wholesaler, manufacturer, or distributor, to meet the minimum requirements for the hardware and software as set forth by the wholesaler, manufacturer, or distributor; and

(e) an amount equal to 75 percent of the net cost to the retailer of specialized repair tools, including computerized diagnostic hardware and software, and signage purchased by the retailer pursuant to the requirements of the wholesaler, manufacturer, or distributor, except that specialized repair tools and signage that has never been used must be repurchased at 100 percent of the retailer's cost. Specialized repair tools must be unique to the wholesaler's, manufacturer's, or distributor's product line, specifically required by the wholesaler, manufacturer, or distributor, and must be in complete and usable condition. The wholesaler, manufacturer, or distributor may require by contract or agreement that the retailer resell to the wholesaler, manufacturer, or distributor the specialized repair tools and signage for the amounts established in this section or the amount specified in the dealer agreement or contract or fair market value, whichever is greater.

The wholesaler, manufacturer, or distributor shall also pay the retailer or credit to the retailer's account a sum equal to five percent of the prices required to be paid or credited by this subdivision for all parts, data processing and communications hardware and software, and specialized repair tools and signage returned for the handling, packing, and loading of the parts back to the wholesaler, manufacturer, or distributor unless the wholesaler, manufacturer, or distributor elects to perform inventorying, packing, and loading of the parts, data processing and communications hardware and software, and specialized repair tools and signage itself. Upon the payment or allowance of credit to the retailer's account of the sum required by this subdivision, the title to the farm implements, farm machinery, attachments or repair parts, or outdoor power equipment and repair parts for outdoor power equipment, data processing and communications hardware and software, and specialized repair tools and signage shall pass to the manufacturer, wholesaler, or distributor making the payment or allowing the credit and the manufacturer, wholesaler, or distributor shall be entitled to the possession of the farm implements, machinery, attachments or repair parts, or outdoor power equipment and repair parts for outdoor power equipment, data processing and communications hardware and software,

and specialized repair tools and signage. However, this section shall not in any way affect any security interest which the wholesaler, manufacturer, or distributor may have in the inventory of the retailer.

Payment required to be made under this subdivision must be made not later than 60 days from the date the farm implements, machinery, attachments, repair parts, outdoor power equipment and attachments and repair parts, data processing and communications hardware and software, and specialized repair tools and signage are received by the manufacturer, and if not by then paid, the amount payable by the wholesaler, manufacturer, or distributor bears interest at the maximum rate allowed by law from the date the contract was terminated, canceled, or discontinued until the date payment is received by the retailer.

In lieu of the return of the farm implements, machinery, attachments, and repair parts, or outdoor power equipment and attachments and repair parts, data processing and communications hardware and software, and specialized repair tools and signage to the wholesaler, manufacturer, or distributor, the retailer may advise the wholesaler, manufacturer, or distributor that the retailer has implements, machinery, attachments, or repair parts, or outdoor power equipment and attachments and repair parts, data processing and communications hardware and software, and specialized repair tools and signage that the retailer intends to return. The notice of the dealer's intention to return must be in writing, sworn to before a notary public as to the accuracy of the listing of implements, machinery, attachments, or repair parts, or outdoor power equipment and attachments and repair parts, data processing and communications hardware and software, and specialized repair tools and signage and that all of the items are in usable condition. The notice must include the name and business address of the person or business who has possession and custody of the machinery and parts and where the machinery and parts may be inspected and the list of farm implements, machinery, attachments, or repair parts, or outdoor power equipment and attachments and repair parts, data processing and communications hardware and software, and specialized repair tools and signage may be verified. The notice must also state the name and business address of the person or business who has the authority to serve as the escrow agent of the retailer, to accept payment or a credit to the retailer's account on behalf of the retailer, and to release the machinery and parts to the wholesaler, manufacturer, or distributor. The notice constitutes the appointment of the escrow agent to act on the retailer's behalf. The wholesaler, manufacturer, or distributor has 30 days from the date of the mailing of the notice, which shall be by certified mail, in which to inspect the machinery and parts and verify the accuracy of the retailer's list. The wholesaler, manufacturer, or distributor shall, within ten days after inspection:

(1) pay the escrow agent;

(2) give evidence that a credit to the account of the retailer has been made if the retailer has outstanding sums due the wholesaler, manufacturer, or distributor; or

(3) send to the escrow agent a "dummy credit list" and shipping labels for the return of the machinery or parts to the wholesaler, manufacturer, or distributor that are acceptable as returns.

If the wholesaler, manufacturer, or distributor sends a credit list to the escrow agent, payment or a credit against the dealer's indebtedness in accordance with this subdivision for the acceptable returns shall accompany the credit list. On the receipt of the payment, evidence of a credit to the account of the retailer or the credit list with payment, the title to the farm implements, farm machinery, attachments, or repair parts, outdoor power equipment and attachments and repair parts, data processing and communications hardware and software, and specialized repair tools and signage acceptable as returns passes to the manufacturer, wholesaler, or distributor making the payment or allowing the credit and the manufacturer, wholesaler, or distributor is entitled to keep the farm implements, machinery, attachments, or repair parts, or outdoor power equipment and attachments and repair parts, data processing and communications hardware and software, and specialized repair tools and signage. The escrow agent shall ship or cause to be shipped the machinery and parts acceptable

as returns to the wholesaler, manufacturer, or distributor unless the wholesaler, manufacturer, or distributor elects to personally perform the inventorying, packing and loading of the machinery and parts. When the machinery or parts have been received by the wholesaler, manufacturer, or distributor, notice of the receipt of the machinery or parts shall be sent by certified mail to the escrow agent who shall then disburse 90 percent of the payment it has received, less its actual expenses and a reasonable fee for its services, to the retailer. The escrow agent shall keep the balance of the funds in the retailer's escrow account until it is notified that an agreement has been reached as to the nonreturnables after which the escrow agent shall disburse the remaining funds and dispose of any remaining parts or machinery as provided in the settlement. If no settlement is reached in a reasonable time, the escrow agent may refer the matter to an arbitrator who has authority to resolve all unsettled issues in the dispute.

Subd. 2. **Provisions of contract supplemented.** The provisions of this section shall be supplemental to any agreement between the retailer and the manufacturer, wholesaler or distributor covering the return of farm implements, machinery, attachments and repair parts. The retailer can elect to pursue either the retailer's contract remedy or the remedy provided herein, and an election by the retailer to pursue the contract remedy shall not bar the retailer's right to the remedy provided herein as to those farm implements, machinery, attachments and repair parts not affected by the contract remedy. Notwithstanding anything contained herein, the rights of a manufacturer, wholesaler or distributor to charge back to the retailer's account amounts previously paid or credited as a discount incident to the retailer's purchase of goods shall not be affected. Further, any repurchase hereunder shall not be subject to the provisions of the bulk sales law.

Subd. 3. **Death of dealer; repurchase from heirs.** In the event of the death of the retail dealer or majority stockholder in a corporation operating a retail dealership in the business of selling and retailing farm implements, machinery, attachments or repair parts therefor, the manufacturer, wholesaler or distributor shall, unless the heir or heirs of the deceased agree to continue to operate the dealership, repurchase the merchandise from the heir or heirs upon the same terms and conditions as are otherwise provided in this section. In the event the heir or heirs do not agree to continue to operate the retail dealership, it shall be deemed a cancellation or discontinuance of the contract by the retailer under the provisions of subdivision 1.

Subd. 4. **Failure to pay sums specified on cancellation of contracts; liability.** In the event that any manufacturer, wholesaler, or distributor of farm implements, machinery, attachments and repair parts, or outdoor power equipment and attachments and repair parts, data processing and communications hardware and software, and specialized repair tools and signage, upon the cancellation of a contract by either a retailer or such manufacturer, wholesaler, or distributor, fails or refuses to make payment to the dealer or the dealer's heir or heirs as required by this section, the manufacturer, wholesaler, or distributor shall be liable in a civil action to be brought by the retailer or the retailer's heir or heirs for (a) 100 percent of the net cost of the farm implements, machinery, and attachments, (b) transportation charges and reasonable assembly which have been paid by the retailer, (c) 95 percent of the current net price of repair parts, 100 percent of invoiced prices and 50 percent of the price of all other parts as provided in subdivision 1, and (d) five percent for handling, packing and loading, if applicable.

Subd. 5. **Exceptions.** Unless a retailer has delivered parts to an escrow agent pursuant to subdivision 1, this section shall not require the repurchase from a retailer of a repair part where the retailer previously has failed to return the repair part to the wholesaler, manufacturer, or distributor after being offered a reasonable opportunity to return the repair part at a price not less than (a) 95 percent of the net price of the repair part as listed in the then current price list or catalog, (b) 100 percent of the invoiced price, and (c) 50 percent of the most recent published price as provided in subdivision 1. This section shall not require the repurchase from a retailer of repair parts which have a limited storage life or are otherwise subject to deterioration, such

as rubber items, gaskets and batteries, unless those items have been purchased from the wholesaler, manufacturer, or distributor within the past two years; repair parts which because of their condition are not resalable as new parts without reconditioning; repair parts which have lost required traceability for quality assurance requirements; and repair parts that were marked nonreturnable or future nonreturnable when the retailer ordered them.

Subd. 6. **Definition.** (a) For the purposes of this section "farm implements" mean every vehicle designed or adapted and used exclusively for agricultural operations and only incidentally operated or used upon the highways.

(b) For the purposes of this section, "outdoor power equipment" does not include motorcycles, boats, personal watercraft, snowmobiles, or all-terrain vehicles designed for recreation.

Subd. 7. **Successor in interest.** The obligations under this section of a wholesaler, manufacturer, or distributor apply to its successor in interest or assignee. A successor in interest includes a purchaser of assets or stock, a surviving corporation resulting from a merger or liquidation, a receiver, and a trustee of the original wholesaler, manufacturer, or distributor.

History: *1974 c 158 s 1 subds 1-6; 1985 c 155 s 1; 1986 c 444; 1988 c 502 s 2-5; 1989 c 76 s 1-3; 2001 c 72 s 1-4*

325E.061 DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 325E.061 to 325E.065, the terms defined in this section have the meanings given them.

Subd. 2. **Farm equipment.** "Farm equipment" means equipment and parts for equipment including, but not limited to, tractors, trailers, combines, tillage implements, balers, skid steer loaders, attachments and repair parts for them, and other equipment, including attachments and repair parts, used in the planting, cultivating, irrigation, harvesting, and marketing of agricultural products, excluding self-propelled machines designed primarily for the transportation of persons or property on a street or highway.

Subd. 3. **Farm equipment manufacturer.** "Farm equipment manufacturer" means a person, partnership, corporation, association, or other form of business enterprise engaged in the manufacturing, assembly, or wholesale distribution of farm equipment. The term also includes any successor in interest of the farm equipment manufacturer, including any purchaser of assets or stock, any surviving corporation resulting from a merger or liquidation, any receiver or assignee, or any trustee of the original farm equipment manufacturer.

Subd. 4. **Farm equipment dealer or dealership.** "Farm equipment dealer" or "farm equipment dealership" means a person, partnership, corporation, association, or other form of business enterprise engaged in acquiring farm equipment from a manufacturer and reselling the farm equipment at wholesale or retail.

Subd. 5. **Dealership agreement.** "Dealership agreement" means an oral or written agreement of definite or indefinite duration between a farm equipment manufacturer and a farm equipment dealer which enables the dealer to purchase equipment from the manufacturer and provides for the rights and obligations of the parties with respect to the purchase or sale of farm equipment.

History: *1988 c 511 s 1; 1991 c 70 s 1-3*

325E.062 TERMINATIONS OR CANCELLATIONS.

Subdivision 1. **Good cause required.** No farm equipment manufacturer, directly or through an officer, agent, or employee may terminate, cancel, fail to renew, or substantially change the competitive circumstances of a dealership agreement without good cause. "Good cause" means failure by a farm equipment dealer to substantially comply with essential and reasonable requirements imposed upon the dealer by the dealership agreement, if the requirements are not different from those requirements imposed on other similarly situated dealers by their terms. In addition, good cause exists whenever:

(1) without the consent of the farm equipment manufacturer who shall not withhold consent unreasonably, (a) the farm equipment dealer has transferred an interest in the farm equipment dealership, or (b) there has been a withdrawal from the dealership of an individual proprietor, partner, major shareholder, or the manager of the dealership, or (c) there has been a substantial reduction in interest of a partner or major stockholder;

(2) the farm equipment dealer has filed a voluntary petition in bankruptcy or has had an involuntary petition in bankruptcy filed against it which has not been discharged within 30 days after the filing, or there has been a closeout or sale of a substantial part of the dealer's assets related to the farm equipment business, or there has been a commencement of dissolution or liquidation of the dealer;

(3) there has been a change, without the prior written approval of the manufacturer, in the location of the dealer's principal place of business under the dealership agreement;

(4) the farm equipment dealer has defaulted under a chattel mortgage or other security agreement between the dealer and the farm equipment manufacturer, or there has been a revocation or discontinuance of a guarantee of the dealer's present or future obligations to the farm equipment manufacturer;

(5) the farm equipment dealer has failed to operate in the normal course of business for seven consecutive days or has otherwise abandoned the business;

(6) the farm equipment dealer has pleaded guilty to or has been convicted of a felony affecting the relationship between the dealer and manufacturer;

(7) the dealer has engaged in conduct which is injurious or detrimental to the dealer's customers or to the public welfare; or

(8) the farm equipment dealer, after receiving notice from the manufacturer of its requirements for reasonable market penetration based on the manufacturer's experience in other comparable marketing areas, consistently fails to meet the manufacturer's market penetration requirements.

Subd. 2. **Notice.** Except as otherwise provided in this subdivision, a farm equipment manufacturer shall provide a farm equipment dealer at least 90 days' prior written notice of termination, cancellation, or nonrenewal of the dealership agreement. The notice shall state all reasons constituting good cause for the action and shall provide that the dealer has 60 days in which to cure any claimed deficiency. If the deficiency is rectified within 60 days, the notice is void. The notice and right to cure provisions under this section do not apply if the reason for termination, cancellation, or nonrenewal is for any reason set forth in subdivision 1, clauses (1) to (7).

History: *1988 c 511 s 2*

325E.063 VIOLATIONS.

(a) It is a violation of sections 325E.061 to 325E.065 for a farm equipment manufacturer to coerce a farm equipment dealer to accept delivery of farm equipment which the farm equipment dealer has not voluntarily ordered.

(b) It is a violation of sections 325E.061 to 325E.065 for a farm equipment manufacturer to:

(1) condition or attempt to condition the sale of farm equipment on a requirement that the farm equipment dealer also purchase other goods or services; except that a farm equipment manufacturer may require the dealer to purchase all parts reasonably necessary to maintain the quality of operation in the field of any farm equipment used in the trade area and telecommunication necessary to communicate with the farm equipment manufacturer;

(2) coerce a farm equipment dealer into a refusal to purchase the farm equipment manufactured by another farm equipment manufacturer;

(3) discriminate in the prices charged for farm equipment of like grade and quality sold by the farm equipment manufacturer to similarly situated farm equipment dealers. The clause does not prevent the use of differentials which make only due allowance for difference in the cost of manufacture, sale, or delivery or for the differing methods or quantities in which the farm equipment is sold or delivered, by the farm equipment manufacturer; or

(4) attempt or threaten to terminate, cancel, fail to renew, or substantially change the competitive circumstances of the dealership agreement if the attempt or threat is based on the results of a natural disaster, including a sustained drought in the dealership market area, a labor dispute, or other circumstance beyond the dealer's control.

History: *1988 c 511 s 3; 1991 c 70 s 4*

325E.0631 WARRANTIES.

Subdivision 1. **Application.** The requirements of this section apply to all warranty claims submitted by a dealer to a farm equipment manufacturer in which the farm equipment dealer has complied with the reasonable policies and procedures contained in the farm equipment manufacturer's warranty.

Subd. 2. **Prompt payment.** Claims filed for payment under warranty agreements must be approved or disapproved within 30 days of receipt by the farm equipment manufacturer. Unless the farm equipment dealer agrees to a later date, approved claims for payment must be paid within 30 days of their approval. When a claim is disapproved, the farm equipment manufacturer shall notify the dealer within the 30-day period stating the specific grounds on which the disapproval is based. Any claim not specifically disapproved within 30 days of receipt is deemed approved and must be paid within 30 days.

Subd. 3. **Posttermination claims.** If, after termination of a contract, a dealer submits a warranty claim for warranty work performed before the effective date of the termination, the farm equipment manufacturer shall approve or disapprove the claim within 30 days of receipt.

Subd. 4. **Compensation for warranty work.** Warranty work performed by the dealer must be compensated in accordance with the reasonable and customary amount of time required to complete the work, expressed in hours and fractions of hours multiplied by the dealer's established customer hourly retail labor rate, which the dealer shall communicate to the farm equipment manufacturer before performing the warranty work.

Subd. 5. **Expenses.** Expenses expressly excluded under the farm equipment manufacturer's warranty to the customer must not be included in claims and are not required to be paid on requests for compensation from the dealer for warranty work performed.

Subd. 6. **Compensation for parts.** All parts used by the dealer in performing warranty work must be paid to the dealer in the amount equal to the dealer's net price for the parts, plus a minimum of 15 percent to reimburse the dealer for reasonable costs of doing business in performing warranty service on the farm equipment manufacturer's behalf, including but not limited to freight and handling costs.

Subd. 7. **Adjustment for errors.** The farm equipment manufacturer may adjust for errors discovered during audit, and if necessary, to adjust claims paid in error.

Subd. 8. **Alternate terms and conditions.** A dealer may choose to accept alternate reimbursement terms and conditions in lieu of the requirements of subdivisions 2 to 7, provided there is a written dealer agreement between the farm equipment manufacturer and the dealer providing for compensation to the dealer for warranty labor costs either as: (1) a discount in the pricing of the equipment to the dealer; or (2) a lump-sum payment to the dealer. The discount or lump sum must be no less than five percent of the suggested retail price of the equipment. If the requirements of this subdivision are met and alternate terms and conditions are in place, subdivisions 2 to 7 do not apply and the alternate terms and conditions are enforceable.

History: *2003 c 78 s 1*

325E.064 STATUS OF INCONSISTENT AGREEMENTS.

A term of a dealership agreement either expressed or implied, including a choice of law provision, which is inconsistent with the terms of sections 325E.061 to 325E.065 or that purports to waive a farm equipment manufacturer's compliance with sections 325E.061 to 325E.065 is void and unenforceable and does not waive any rights which are provided to a person by sections 325E.061 to 325E.065.

History: *1988 c 511 s 4; 1991 c 70 s 5*

325E.065 REMEDIES.

If a farm equipment manufacturer violates sections 325E.061 to 325E.065, a farm equipment dealer may bring an action against the manufacturer in a court of competent jurisdiction for damages sustained by the dealer as a consequence of the manufacturer's violation, together with the actual costs of the action, including reasonable attorney's fees, and the dealer also may be granted injunctive relief against unlawful termination, cancellation, nonrenewal, or substantial change of competitive circumstances. The remedies in this section are in addition to any other remedies permitted by law.

History: *1988 c 511 s 5*

325E.066 CITATION.

Sections 325E.061 to 325E.065 may be cited as the "Minnesota Agricultural Equipment Dealership Act."

History: *1988 c 511 s 6*

325E.067 APPLICABILITY.

The provisions of sections 325E.061 to 325E.065 are effective April 14, 1988, and apply to all dealership agreements now in effect which have no expiration date and which are continuing contracts, and all other

contracts entered into, amended, or renewed after April 14, 1988. Any contract in force and effect on April 14, 1988, which by its terms will terminate on a date subsequent thereto and which is not renewed is governed by the law as it existed before April 14, 1988.

History: *1988 c 511 s 7*

HEAVY AND UTILITY EQUIPMENT MANUFACTURERS AND DEALERS

325E.068 DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 325E.068 to 325E.0684, the terms defined in this section have the meanings given them.

Subd. 2. **Heavy and utility equipment.** "Heavy and utility equipment," "heavy equipment," or "equipment" means equipment and parts for equipment including but not limited to:

(1) excavators, crawler tractors, wheel loaders, compactors, pavers, backhoes, hydraulic hammers, cranes, fork lifts, compressors, generators, attachments and repair parts for them, and other equipment, including attachments and repair parts, used in all types of construction of buildings, highways, airports, dams, or other earthen structures or in moving, stock piling, or distribution of materials used in such construction;

(2) trucks and truck parts; or

(3) equipment used for, or adapted for use in, mining or forestry applications.

Subd. 3. **Heavy and utility equipment manufacturer.** "Heavy and utility equipment manufacturer," "heavy equipment manufacturer," or "equipment manufacturer" means a person, partnership, corporation, association, or other form of business enterprise engaged in the manufacturing, assembly, or wholesale distribution of heavy and utility equipment as defined in subdivision 2. The term also includes a successor in interest of the heavy and utility equipment manufacturer, including a purchaser of assets or stock, a surviving corporation resulting from a merger or liquidation, a receiver or assignee, or a trustee of the original equipment manufacturer.

Subd. 4. **Heavy and utility equipment dealer or dealership.** "Heavy and utility equipment dealer" or "heavy and utility equipment dealership" means a person, partnership, corporation, association, or other form of business enterprise engaged in the business of acquiring heavy and utility equipment from a manufacturer and reselling the heavy and utility equipment at wholesale or retail.

Subd. 5. **Dealership agreement.** "Dealership agreement" means an oral or written agreement of definite or indefinite duration between an equipment manufacturer and an equipment dealer that enables the dealer to purchase heavy and utility equipment from the manufacturer and provides for the rights and obligations of the parties with respect to the purchase or sale of heavy and utility equipment.

Subd. 6. **Truck.** "Truck" means a motor vehicle designed and used for carrying things other than passengers, a truck-tractor as defined in section 168.002, subdivision 38, and a semitrailer as defined in section 168.002, subdivision 30. "Truck" does not include a pickup truck or van with a manufacturer's nominal rated carrying capacity of three-fourths ton or less.

Subd. 7. **Truck parts.** "Truck parts" means all parts of a truck, including body parts.

History: *1989 c 267 s 1; 1991 c 70 s 6-8; 1993 c 199 s 1-3; 1996 c 291 s 1; 2003 c 78 s 2*

325E.0681 TERMINATIONS OR CANCELLATIONS.

Subdivision 1. **Good cause required.** No equipment manufacturer, directly or through an officer, agent, or employee may terminate, cancel, fail to renew, or substantially change the competitive circumstances of a dealership agreement without good cause. "Good cause" means failure by an equipment dealer to substantially comply with essential and reasonable requirements imposed upon the dealer by the dealership agreement, if the requirements are not different from those requirements imposed on other similarly situated dealers by their terms. In addition, good cause exists whenever:

(a) Without the consent of the equipment manufacturer who shall not withhold consent unreasonably, (1) the equipment dealer has transferred an interest in the equipment dealership, (2) there has been a withdrawal from the dealership of an individual proprietor, partner, major shareholder, or the manager of the dealership, or (3) there has been a substantial reduction in interest of a partner or major stockholder.

(b) The equipment dealer has filed a voluntary petition in bankruptcy or has had an involuntary petition in bankruptcy filed against it that has not been discharged within 30 days after the filing, or there has been a closeout or sale of a substantial part of the dealer's assets related to the equipment business, or there has been a commencement of dissolution or liquidation of the dealer.

(c) There has been a change, without the prior written approval of the manufacturer, in the location of the dealer's principal place of business under the dealership agreement.

(d) The equipment dealer has defaulted under a security agreement between the dealer and the equipment manufacturer, or there has been a revocation or discontinuance of a guarantee of the dealer's present or future obligations to the equipment manufacturer.

(e) The equipment dealer has failed to operate in the normal course of business for seven consecutive days or has otherwise abandoned the business.

(f) The equipment dealer has pleaded guilty to or has been convicted of a felony affecting the relationship between the dealer and manufacturer.

(g) The dealer has engaged in conduct that is injurious or detrimental to the dealer's customers or to the public welfare.

(h) The equipment dealer, after receiving notice from the manufacturer of its requirements for reasonable market penetration based on the manufacturer's experience in other comparable marketing areas, consistently fails to meet the manufacturer's market penetration requirements.

Subd. 2. **Notice.** Except as otherwise provided in this subdivision, an equipment manufacturer shall provide an equipment dealer at least 90 days' prior written notice of termination, cancellation, or nonrenewal of the dealership agreement. The notice must state all reasons constituting good cause for the action and must provide that the dealer has until expiration of the notice period in which to cure a claimed deficiency. If the deficiency is rectified within the notice period, the notice is void. The notice and right to cure provisions under this section do not apply if the reason for termination, cancellation, or nonrenewal is for any reason set forth in subdivision 1, clauses (a) to (g).

Subd. 3. **Obligation to repurchase.** If a dealership agreement is terminated, canceled, or discontinued, the equipment manufacturer shall pay to the dealer, or credit to the dealer's account if the dealer has an

outstanding amount owed to the manufacturer, an amount equal to 100 percent of the net cost of all unused heavy and utility equipment in new condition that has been purchased by the dealer from the manufacturer within the 24 months immediately preceding notification by either party of intent to terminate, cancel, or discontinue the agreement. This amount must include transportation and reasonable assembly charges that have been paid by the dealer, or invoiced to the dealer's account by the manufacturer. The dealer may elect to keep the merchandise instead of receiving payment, if the contract gives the dealer this right.

Subd. 4. **Repair parts.** (a) The manufacturer shall pay the dealer, or credit to the dealer's account if the dealer has an outstanding amount owed to the manufacturer, the following:

(1) 95 percent of the current net prices on repair parts, including superseded parts listed in current price lists or catalogs in use by the manufacturer on the date of the termination, cancellation, or discontinuance of the agreement;

(2) as to any parts not listed in current price lists or catalogs, 100 percent of the invoiced price of the repair part for which the dealer has an invoice if the parts had previously been purchased by the dealer from the manufacturer and are held by the dealer on the date of the termination, cancellation, or discontinuance of the agreement or received by the dealer from the manufacturer after that date;

(3) 50 percent of the most recently published price of all other parts if the price list or catalog is not more than ten years old as of the date of the termination, cancellation, or discontinuance of the agreement;

(4) net cost less 20 percent per year depreciation for five years following purchase of all data processing and communications hardware and software the retailer purchased from the wholesaler, manufacturer, or distributor, or an approved vendor of the wholesaler, manufacturer, or distributor, to meet the minimum requirements for the hardware and software as set forth by the wholesaler, manufacturer, or distributor; and

(5) an amount equal to 75 percent of the net cost to the retailer of specialized repair tools, including computerized diagnostic hardware and software, and signage purchased by the retailer pursuant to the requirements of the wholesaler, manufacturer, or distributor. Specialized repair tools or signage that have never been used must be repurchased at 100 percent of the retailer's cost. Specialized repair tools must be unique to the wholesaler's, manufacturer's, or distributor's product line, specifically required by the wholesaler, manufacturer, or distributor, and must be in complete and usable condition. The wholesaler, manufacturer, or distributor may require by contract or agreement that the retailer resell to the wholesaler, manufacturer, or distributor such specialized repair tools and signage for the amounts established in this section or the amount specified in the dealer agreement or contract or fair market value, whichever is greater.

(b) The manufacturer shall pay the dealer, or credit to the dealer's account, if the dealer has an outstanding amount owed to the manufacturer, an amount equal to five percent of the prices required to be paid or credited by this subdivision for all parts, data processing and communications hardware and software, and specialized repair tools and signage returned for the handling, packing, and loading of the parts, data processing and communications hardware and software, and specialized repair tools and signage back to the manufacturer unless the manufacturer elects to perform inventorying, packing, and loading of the parts itself. Upon the payment or allowance of credit to the dealer's account of the sum required by this subdivision, the title to and right to possess the heavy and utility equipment passes to the manufacturer. However, this section does not affect any security interest that the manufacturer may have in the inventory of the dealer.

Subd. 5. **Payment; interest.** Payment required to be made under this section must be made not later than 60 days from the date the heavy and utility equipment is received by the manufacturer, and if not by then paid, the amount payable by the manufacturer bears interest at the maximum rate allowed by law from

the date the agreement was terminated, canceled, or discontinued until the date payment is received by the dealer.

Subd. 6. **Notice of intent to return.** In lieu of returning the heavy and utility equipment to the manufacturer, the dealer may advise the manufacturer that the dealer has heavy and utility equipment that the dealer intends to return. The notice of the dealer's intention to return must be in writing, sworn to before a notary public as to the accuracy of the listing of heavy and utility equipment and that all of the items are in usable condition. The notice must include the name and business address of the person or business who has possession and custody of them and where they may be inspected. The list may be verified by the manufacturer. The notice must also state the name and business address of the person or business who has the authority to serve as the escrow agent of the dealer, to accept payment or a credit to the dealer's account on behalf of the dealer, and to release the heavy and utility equipment to the manufacturer. The notice constitutes the appointment of the escrow agent to act on the dealer's behalf.

Subd. 7. **Manufacturer inspection.** (a) The manufacturer has 30 days from the date of the mailing of the notice under subdivision 6, which must be by certified mail, in which to inspect the heavy and utility equipment and verify the accuracy of the dealer's list.

(b) The manufacturer shall, within ten days after inspection:

(1) pay the escrow agent;

(2) give evidence that a credit to the account of the dealer has been made if the dealer has an outstanding amount due the manufacturer; or

(3) send to the escrow agent a "dummy credit list" and shipping labels for the return of the heavy and utility equipment to the manufacturer that are acceptable as returns.

Subd. 8. **Payment or credit requirements.** If the manufacturer sends a credit list as provided under subdivision 7 to the escrow agent, payment or a credit against the dealer's indebtedness in accordance with this subdivision for the acceptable returns must accompany the credit list. On the receipt of the payment, evidence of a credit to the account of the dealer, or the credit list with payment, the title to and the right to possess the heavy and utility equipment acceptable as returns passes to the manufacturer. The escrow agent shall ship or cause to be shipped the heavy and utility equipment acceptable as returns to the manufacturer unless the manufacturer elects to personally perform the inventorying, packing, and loading of the heavy and utility equipment. When they have been received by the manufacturer, notice of their receipt shall be sent by certified mail to the escrow agent who shall then disburse 90 percent of the payment it has received, less its actual expenses and a reasonable fee for its services, to the dealer. The escrow agent shall keep the balance of the funds in the dealer's escrow account until it is notified that an agreement has been reached as to the nonreturnables. After being notified of the agreement, the escrow agent shall disburse the remaining funds and dispose of any remaining heavy and utility equipment as provided in the agreement. If no agreement is reached in a reasonable time, the escrow agent may refer the matter to an arbitrator who has authority to resolve all unsettled issues in the dispute.

Subd. 9. **Provisions of contract supplemented.** This section is supplemental to an agreement between the dealer and the manufacturer covering the return of heavy and utility equipment. The dealer may elect to pursue either the dealer's contract remedy or the remedy provided in this section. An election by the dealer to pursue the contract remedy does not bar the dealer's right to the remedy provided in this section as to the heavy and utility equipment not affected by the contract remedy. Notwithstanding anything contained in this section, the rights of a manufacturer to charge back to the dealer's account amounts previously paid or credited as a discount incident to the dealer's purchase of goods is not affected.

Subd. 10. **Death of dealer; repurchase from heirs.** In the event of the death of the dealer or majority stockholder in a corporation operating a dealership, the manufacturer shall, unless the heir or heirs of the deceased agree to continue to operate the dealership, repurchase the merchandise from the heir or heirs upon the same terms and conditions as are otherwise provided in this section. In the event the heir or heirs do not agree to continue to operate the dealership, it shall be deemed a cancellation or discontinuance of the contract by the dealer under subdivision 1.

Subd. 11. **Failure to pay sums specified on cancellation of contracts; liability.** In the event that a manufacturer, upon the cancellation of a dealership agreement, fails or refuses to make payment to the dealer or the dealer's heir or heirs as required by this section, the manufacturer is liable in a civil action to be brought by the dealer or the dealer's heir or heirs for: (1) 100 percent of the net cost of the heavy or utility equipment; (2) transportation and reasonable assembly charges which have been paid by the dealer; (3) 95 percent of the current net price of repair parts, 100 percent of invoiced prices, and 50 percent of the price of all other parts as provided in subdivision 1; (4) payment for data processing and communication hardware and software, or specialized repair tools or signage as outlined in subdivision 1, paragraph (d); and (5) five percent for handling, packing, and loading, if applicable.

Subd. 12. **Exceptions.** Unless a dealer has delivered parts to an escrow agent pursuant to subdivision 1, this section does not require the repurchase from a dealer of a repair part where the dealer previously has failed to return the repair part to the manufacturer after being offered a reasonable opportunity to return the repair part at a price not less than: (1) 100 percent of the net price of the repair part as listed in the then current price list or catalog; (2) 100 percent of the invoiced price; and (3) 50 percent of the most recent published price as provided in subdivision 1.

This section does not require the repurchase from a dealer of repair parts that have a limited storage life or are otherwise subject to deterioration, such as rubber items, gaskets, and batteries, unless those items have been purchased from the wholesaler, manufacturer, or distributor within the past two years; repair parts which because of their condition are not resalable as new parts without reconditioning; repair parts which have lost required traceability for quality assurance requirements; and repair parts that were marked nonreturnable or future nonreturnable when the retailer ordered them.

History: *1989 c 267 s 2; 1991 c 71 s 1-10; 1993 c 13 art 2 s 10; 2001 c 72 s 5-9*

325E.0682 VIOLATIONS.

(a) It is a violation of sections 325E.068 to 325E.0684 for an equipment manufacturer to coerce an equipment dealer to accept delivery of heavy and utility equipment that the equipment dealer has not voluntarily ordered.

(b) It is a violation of sections 325E.068 to 325E.0684 for an equipment manufacturer to:

(1) condition or attempt to condition the sale of equipment on a requirement that the equipment dealer also purchase other goods or services; except that an equipment manufacturer may require the dealer to purchase all parts reasonably necessary to maintain the quality of operation in the field of any equipment used in the trade area and telecommunications necessary to communicate with the equipment manufacturer;

(2) coerce an equipment dealer into a refusal to purchase the equipment manufactured by another equipment manufacturer;

(3) discriminate in the prices charged for equipment of like grade and quality sold by the equipment manufacturer to similarly situated equipment dealers. This clause does not prevent the use of differentials

that make only due allowance for difference in the cost of manufacture, sale, or delivery or for the differing methods or quantities in which the equipment is sold or delivered, by the equipment manufacturer; or

(4) attempt or threaten to terminate, cancel, fail to renew, or substantially change the competitive circumstances of the dealership agreement if the attempt or threat is based on the results of a natural disaster, a labor dispute, or other circumstance beyond the dealer's control.

History: *1989 c 267 s 3; 1991 c 70 s 9*

325E.0683 STATUS OF INCONSISTENT AGREEMENTS.

A term of a dealership agreement either expressed or implied, including a choice of law provision, that is inconsistent with the terms of sections 325E.068 to 325E.0684 or that purports to waive an equipment manufacturer's compliance with sections 325E.068 to 325E.0684 is void and unenforceable and does not waive any rights that are provided to a person by sections 325E.068 to 325E.0684.

History: *1989 c 267 s 4; 1991 c 70 s 10*

325E.0684 REMEDIES.

If an equipment manufacturer violates sections 325E.068 to 325E.0684, an equipment dealer may bring an action against the manufacturer in a court of competent jurisdiction for damages sustained by the dealer as a consequence of the manufacturer's violation, together with the actual costs of the action, including reasonable attorney's fees. The dealer also may be granted injunctive relief against unlawful termination, cancellation, nonrenewal, or substantial change of competitive circumstances. The remedies in this section are in addition to any other remedies permitted by law.

History: *1989 c 267 s 5*

CIGARETTE VENDING MACHINES

325E.07 CIGARETTE VENDING MACHINES, NOTICE RELATING TO SALES.

Subdivision 1. **Required posting.** In a conspicuous place on each cigarette vending machine in use within the state, there shall be posted, and kept in easily legible form and repair, by the owner, lessee, or person having control thereof, a warning to persons under 18 years of age which shall be printed in bold type letters each of which shall be at least one-half inch high and which shall read as follows:

"Any Person Under 18 Years of Age Is Forbidden By Law To Purchase Cigarettes From This Machine."

Subd. 2. **Criminal penalty.** Any owner, any lessee, and any person having control of any cigarette vending machine which does not bear the warning required by this section shall be guilty of a misdemeanor.

History: *1963 c 545 s 1*

325E.075 [Repealed, 1997 c 227 s 8]

GASOLINE STATIONS; DISABILITY SERVICE

325E.08 SERVICE FOR DISABLED PERSONS AT GASOLINE STATIONS.

All gasoline service stations which offer both full service and self-service gasoline dispensing operations shall provide an attendant to dispense gasoline at the self-service price into vehicles bearing disability plates or a disability parking certificate issued pursuant to section 168.021.

History: *1979 c 160 s 1; 2005 c 56 s 1*

325E.085 MOTOR VEHICLE FUEL PAYMENT.

No local unit of government may restrict the sale of motor fuel based upon the method of purchase agreed to by the seller and purchaser.

History: *2013 c 67 s 1*

MOTOR FUEL SALES; COMPUTATION BY SMALL RETAILERS

325E.09 [Repealed, 1992 c 575 s 54]

325E.095 COMPUTATION OF SALES BY SMALL RETAILERS.

A retail business selling less than 50,000 gallons of motor vehicle fuel per year may compute fuel pump sales by the half gallon.

This section supersedes any contrary provision of law.

History: *1983 c 106 s 1*

MOTOR VEHICLES; AIR POLLUTION CONTROL SYSTEMS

325E.0951 MOTOR VEHICLE AIR POLLUTION CONTROL SYSTEMS.

Subdivision 1. **Definitions.** The definitions in this subdivision apply to this section.

(a) **Motor vehicle.** "Motor vehicle" means any self-propelled vehicle powered by an internal combustion engine and designed for use on the public highways, such as automobiles, trucks, and buses.

(b) **Person.** "Person" means an individual, firm, partnership, incorporated and unincorporated association, or any other legal or commercial entity.

(c) **Air pollution control system.** "Air pollution control system" means any device or element of design installed on or in a motor vehicle or motor vehicle engine in order to comply with pollutant emission restrictions established for the motor vehicle or motor vehicle engine by federal statute or regulation.

Subd. 2. **Prohibited acts.** (a) A person may not knowingly tamper with, adjust, alter, change, or disconnect any air pollution control system on a motor vehicle or on a motor vehicle engine.

(b) A person may not manufacture, advertise, offer for sale, sell, use, or install a device that causes any air pollution control system not to be functional as designed.

(c) A person may not sell or transfer a motor vehicle with knowledge that any air pollution control system is either not in place or is not functional.

Subd. 3. **Repairs.** This section does not prevent the service, repair, or replacement of any air pollution control system.

Subd. 3a. [Repealed, 2008 c 287 art 1 s 126]

Subd. 4. **Penalty.** A person who violates this section is guilty of a misdemeanor.

Subd. 5. [Repealed, 1995 c 220 s 141]

Subd. 6. **Nonapplication.** This section does not apply to a sale or transfer of a motor vehicle for the purpose of scrapping, dismantling, or destroying it.

History: *1Sp1985 c 14 art 19 s 36; 1988 c 487 s 1; 1988 c 634 s 11; 1990 c 446 s 4; 1995 c 247 art 1 s 44*

MANDATORY AIR BAG REPLACEMENT

325E.0952 MANDATORY AIR BAG REPLACEMENT.

Subdivision 1. **Definitions.** (a) The definitions in this subdivision apply to this section.

(b) "Motor vehicle" means a self-propelled vehicle designed for use on the public highways and originally equipped with an air bag.

(c) "Person" means an individual, firm, partnership, incorporated or unincorporated association, or any other legal or commercial entity.

(d) "Air bag" means any inflatable restraint system installed in a motor vehicle to comply with safety standards established for the motor vehicle by federal law or regulation.

(e) "Collision repair" means restoration or repair of damage to a motor vehicle resulting from collision or other occurrence.

Subd. 2. **Prohibited acts.** (a) A person with actual knowledge that a motor vehicle's air bag has deployed or is missing may not perform collision repair of that motor vehicle unless any deployed or missing air bag is replaced with an air bag designed for the make, model, and year of the vehicle.

(b) A person may not knowingly install or reinstall any object in lieu of an airbag designed for the make, model, and year of the vehicle, as part of a vehicle inflatable restraint system.

Subd. 3. **Exclusion.** Subdivision 2, paragraph (a), does not apply to a motor vehicle that is a model year more than seven years prior to the year that the repair is performed.

Subd. 4. **Penalty.** A person who violates this section is guilty of a misdemeanor.

History: *2007 c 71 s 1*

USED MOTOR OIL

325E.10 DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 325E.11 to 325E.112 and this section, the terms defined in this section have the meanings given them.

Subd. 2. **Motor oil.** "Motor oil" means oil used as a lubricant or hydraulics in a transmission or internal combustion engine motor vehicle as defined in section 168.002, subdivision 18.

Subd. 2a. **Motor oil filter.** "Motor oil filter" means any filter used in combination with motor oil.

Subd. 3. **Used motor oil.** "Used motor oil" means motor oil which through use, storage or handling has become unsuitable for its original purpose due to the presence of impurities or loss of original properties.

Subd. 4. **Person.** "Person" means any individual, corporation, partnership, cooperative, association, firm, sole proprietorship, or other entity.

Subd. 5. **Used motor oil filter.** "Used motor oil filter" means a motor oil filter which through use, storage, or handling has become unsuitable for its original purpose due to the presence of impurities or loss of original properties.

History: *1977 c 68 s 1; 1995 c 220 s 118; 1997 c 216 s 130-132; 2003 c 128 art 2 s 44*

325E.11 COLLECTION FACILITIES; NOTICE.

(a) Any person selling at retail or offering motor oil or motor oil filters for retail sale in this state shall:

(1) post a notice indicating the nearest location where used motor oil and used motor oil filters may be returned at no cost for recycling or reuse, post a toll-free telephone number that may be called by the public to determine a convenient location, or post a listing of locations where used motor oil and used motor oil filters may be returned at no cost for recycling or reuse; or

(2) if the person is subject to section 325E.112, subdivision 1, paragraph (b), post a notice informing customers purchasing motor oil or motor oil filters of the location of the used motor oil and used motor oil filter collection site established by the retailer in accordance with section 325E.112, subdivision 1, paragraph (b), where used motor oil and used motor oil filters may be returned at no cost.

(b) A notice under paragraph (a) shall be posted on or adjacent to the motor oil and motor oil filter displays, be at least 8-1/2 inches by 11 inches in size, contain the universal recycling symbol with the following language:

(1) "It is illegal to put used oil and used motor oil filters in the garbage.";

(2) "Recycle your used oil and used motor oil filters."; and

(3)(i) "There is a free collection site here for your used oil and used motor oil filters.";

(ii) "There is a free collection site for used oil and used motor oil filters located at (name of business and street address).";

(iii) "For the location of a free collection site for used oil and used motor oil filters call (toll-free phone number)."; or

(iv) "Here is a list of free collection sites for used oil and used motor oil filters."

(c) The Pollution Control Agency shall enforce compliance with this section under sections 115.071 and 116.072 in coordination with the Division of Weights and Measures.

History: *1977 c 68 s 2; 1987 c 348 s 37; 1995 c 220 s 119; 1997 c 216 s 133; 1999 c 231 s 182; 1Sp2001 c 4 art 6 s 72; 2014 c 222 art 2 s 16*

325E.112 USED MOTOR OIL AND USED MOTOR OIL FILTER COLLECTION.

Subdivision 1. **Collection.** (a) Motor oil and motor oil filter manufacturers and retailers shall seek to provide by May 31, 2001:

(1) access to at least one nongovernmental site for collection of used motor oil and used motor oil filters from the public within a five-mile radius of any resident in the seven-county metropolitan area; and

(2) access to at least one nongovernmental site for collection of used motor oil and used motor oil filters from the public within a city or town with a population of greater than 1,500 outside the seven-county metropolitan area. The commissioner of the Pollution Control Agency shall determine by June 30, 2001, whether these goals have been met.

(b) If the commissioner of the Pollution Control Agency determines that motor oil and motor oil filter manufacturers and retailers have not met the goals in paragraph (a) by May 31, 2001, then beginning July 1, 2001, all retailers that sell at an individual location more than 1,000 motor oil filters per calendar year at retail for off-site installation must provide for collection of used motor oil and used motor oil filters from the public. Retailers who do not collect the used motor oil and used motor oil filters at their individual locations may meet the requirement by entering into a written agreement with another party whose location is:

(1) within two miles of the retailer's location if the retailer is located:

(i) within the Interstate Highway 494/694 beltway;

(ii) in a home rule charter or statutory city or a town contiguous to the Interstate Highway 494/694 beltway; or

(iii) in a home rule charter or statutory city of over 30,000 population within the metropolitan area as defined in section 473.121; or

(2) within five miles of the retailer's location if the retailer is not in an area described in clause (1).

(c) The written agreement under paragraph (b) must specify that the other party will accept from the public up to ten gallons of used motor oil and ten used motor oil filters per person per month during normal hours of operation unless:

(1) the used motor oil is known to be contaminated with antifreeze, other hazardous waste, or other materials which may increase the cost of used motor oil management and disposal;

(2) the storage equipment for that particular waste is temporarily filled to capacity; or

(3) the used motor oil or used motor oil filters are from a business.

(d) Persons accepting used motor oil from the public in accordance with this subdivision shall presume that the used motor oil is not contaminated with hazardous waste, provided the person offering the used motor oil is acting in good faith and the person accepting the used motor oil does not have evidence to the contrary. Persons collecting used motor oil from the public must take precautions to prevent contamination

of used motor oil storage equipment. Precautions may include, but are not limited to, keeping a log of persons dropping off used motor oil, securing access to used motor oil storage equipment, or posting signage at the site indicating the proper use of the equipment.

(e) Persons accepting used motor oil and used motor oil filters under paragraph (b), including persons accepting the oil and filters on behalf of the retailer, may not charge a fee when accepting ten gallons or less of used motor oil or ten or fewer used motor oil filters per person per month.

(f) Persons that receive contaminated used motor oil may manage the used motor oil as household hazardous waste through publicly administered household hazardous waste collection programs, with approval from the household hazardous waste program. Used motor oil contaminated with hazardous waste from the public that cannot be managed through a household hazardous waste collection program must be managed as a hazardous waste in accordance with rules adopted by the Pollution Control Agency.

Subd. 2. **Reimbursement program.** A contaminated used motor oil reimbursement program is established to provide reimbursement of the costs of disposing of contaminated used motor oil. In order to receive reimbursement, persons who accept used motor oil from the public or parties that they have contracted with to accept used motor oil must provide to the commissioner of the Pollution Control Agency proof of contamination, information on methods the person used to prevent the contamination of used motor oil at the site, a copy of the billing for disposal costs incurred because of the contamination and proof of payment, and a copy of the hazardous waste manifest or shipping paper used to transport the waste. The commissioner shall reimburse a recipient of contaminated used motor oil 100 percent of the costs of properly disposing of the contaminated used motor oil. The commissioner may not reimburse persons who intentionally place contaminants or do not take precautions to prevent contaminants from being placed in used motor oil, or operate a private collection site that:

(1) is not publicly promotable or listed with the agency;

(2) does not accept up to five gallons of used motor oil and five used motor oil filters per person per day without charging a fee; or

(3) does not control access to the site during times when the site is closed.

A person operating a collection site may refuse to accept any used motor oil or used motor oil filter:

(1) that is from a business;

(2) that appears to be contaminated with antifreeze, hazardous waste, or other materials that may increase the cost of used motor oil management and disposal; or

(3) when the storage equipment for that particular waste is temporarily filled.

Persons operating government collection sites are eligible for reimbursement of the costs of disposing of contaminated used motor oil. Reimbursements made under this subdivision are limited to the money available in the contaminated used motor oil reimbursement account.

Subd. 2a. [Repealed, 1Sp2003 c 21 art 8 s 20]

Subd. 3. [Repealed, 2003 c 128 art 2 s 56]

Subd. 4. **Liability exemption.** Persons who accept used motor oil and used motor oil filters from the public and retailers and manufacturers who contract with such persons for purposes of subdivision 1 are exempt from liability under chapter 115B for the used motor oil, contaminated used motor oil, and used

motor oil filters accepted at facilities that accept used motor oil or used motor oil filters from the public free of charge, after the used motor oil, contaminated used motor oil, and used motor oil filters are sent off-site in compliance with rules adopted by the Pollution Control Agency.

Subd. 5. **Enforcement.** The commissioner of the Pollution Control Agency shall enforce compliance with this section under sections 115.071 and 116.072.

History: *1995 c 220 s 120; 1997 c 216 s 134; 1998 c 389 art 16 s 16; 1999 c 231 s 183-185*

325E.113 [Repealed, 2003 c 128 art 2 s 56]

LEAD ACID BATTERIES

325E.115 LEAD ACID BATTERIES; COLLECTION FOR RECYCLING.

Subdivision 1. **Surcharge; collection; notice.** (a) A person selling lead acid batteries at retail or offering lead acid batteries for retail sale in this state shall:

(1) accept, at the point of transfer, lead acid batteries from customers;

(2) charge a fee of at least $10 per battery sold unless the customer returns a used battery to the retailer; and

(3) post written notice in accordance with section 325E.1151.

(b) Any person selling lead acid batteries at wholesale or offering lead acid batteries for sale at wholesale must accept, at the point of transfer, lead acid batteries from customers.

Subd. 2. **Compliance; management.** The commissioner of the Pollution Control Agency shall inform persons governed by subdivision 1 of requirements for managing lead acid batteries.

History: *1987 c 186 s 15; 1987 c 348 s 38; 1Sp1989 c 1 art 20 s 21; 1991 c 337 s 58; 1Sp2001 c 4 art 6 s 73; 2010 c 258 s 1; 2014 c 222 art 2 s 17*

325E.1151 LEAD ACID BATTERY PURCHASE AND RETURN.

Subdivision 1. **Purchasers must return battery or pay surcharge.** (a) A person who purchases a lead acid battery at retail, except a lead acid battery that is designed to provide power for a boat motor that is purchased at the same time as the battery, must:

(1) return a lead acid battery to the retailer; or

(2) pay the retailer a surcharge of at least $10.

(b) A person who has paid a surcharge under paragraph (a) must receive a refund of the surcharge from the retailer if the person returns a lead acid battery with a receipt for the purchase of a new battery from that retailer within 30 days after purchasing a new lead acid battery.

(c) A retailer may keep the unrefunded surcharges for lead acid batteries not returned within 30 days.

Subd. 2. **Retailers must accept batteries.** (a) A person who sells lead acid batteries at retail must accept lead acid batteries from consumers and may not charge to receive the lead acid batteries. A consumer may not deliver more than five lead acid batteries to a retailer at one time.

(b) A retailer of lead acid batteries must recycle the lead acid batteries received from consumers.

(c) A retailer who violates paragraph (b) is guilty of a misdemeanor. Each lead acid battery that is not recycled is a separate violation.

Subd. 3. **Retailers must post notices.** (a) A person who sells lead acid batteries at retail must post the notice in paragraph (b) in a manner clearly visible to a consumer making purchasing decisions.

(b) The notice must be at least 8-1/2 inches by 11 inches and contain the universal recycling symbol and state:

"NOTICE: USED BATTERIES

This retailer is required to accept your used lead acid batteries, EVEN IF YOU DO NOT PURCHASE A BATTERY. When you purchase a new battery, you will be charged an additional amount of at least $10 unless you return a used battery within 30 days.

It is a crime to put a motor vehicle battery in the garbage."

Subd. 4. **Notices required in newspaper advertisements.** (a) An advertisement for sale of new lead acid batteries at retail in newspapers published in this state must contain the notice in paragraph (b).

(b) The notice must state:

"At least $10 additional charge unless a used lead acid battery is returned. Improper disposal of a lead acid battery is a crime."

History: *1Sp1989 c 1 art 20 s 22; 1991 c 337 s 59; 1993 c 249 s 32; 2010 c 258 s 2-4*

325E.12 PENALTY.

Violation of sections 325E.10 to 325E.1151 is a petty misdemeanor. Sections 325E.10 to 325E.1151 may be enforced under section 115.071.

History: *1977 c 68 s 3; 1993 c 249 s 33*

BATTERIES AND CORDLESS PRODUCTS

325E.125 GENERAL AND SPECIAL PURPOSE BATTERY REQUIREMENTS.

Subdivision 1. **Labeling.** (a) The manufacturer of a button cell battery that is to be sold in this state shall ensure that each battery contains no intentionally introduced mercury or is labeled to clearly identify for the final consumer of the battery the type of electrode used in the battery.

(b) The manufacturer of a rechargeable battery that is to be sold in this state shall ensure that each rechargeable battery is labeled to clearly identify for the final consumer of the battery the type of electrode and the name of the manufacturer. The manufacturer of a rechargeable battery shall also provide clear instructions for properly recharging the battery.

Subd. 2. **Mercury content.** (a) Except as provided in paragraph (c), a manufacturer may not sell, distribute, or offer for sale in this state an alkaline manganese battery that contains more than 0.025 percent mercury by weight.

(b) On application, the commissioner of the Pollution Control Agency may exempt a specific type of battery from the requirements of paragraph (a) or (d) if there is no battery meeting the requirements that can be reasonably substituted for the battery for which the exemption is sought. A battery exempted by the commissioner under this paragraph is subject to the requirements of section 115A.9155, subdivision 2.

(c) Notwithstanding paragraph (a), a manufacturer may not sell, distribute, or offer for sale in this state a button cell nonrechargeable battery not subject to paragraph (a) that contains more than 25 milligrams of mercury.

(d) A manufacturer may not sell, distribute, or offer for sale in this state a dry cell battery containing a mercuric oxide electrode.

(e) After January 1, 1996, a manufacturer may not sell, distribute, or offer for sale in this state an alkaline manganese battery, except an alkaline manganese button cell, that contains mercury unless the commissioner of the Pollution Control Agency determines that compliance with this requirement is not technically and commercially feasible.

Subd. 2a. **Approval of new batteries.** A manufacturer may not sell, distribute, or offer for sale in this state a nonrechargeable battery other than a zinc air, zinc carbon, silver oxide, lithium, or alkaline manganese battery, without first having received approval of the battery from the commissioner of the Pollution Control Agency. The commissioner shall approve only batteries that comply with subdivision 1 and do not pose an undue hazard when disposed of. This subdivision is intended to ensure that new types of batteries do not add additional hazardous or toxic materials to the state's mixed municipal waste stream.

Subd. 3. **Rechargeable tools and appliances.** (a) A manufacturer may not sell, distribute, or offer for sale in this state a rechargeable consumer product unless:

(1) the battery can be easily removed by the consumer or is contained in a battery pack that is separate from the product and can be easily removed; and

(2) the product and the battery are both labeled in a manner that is clearly visible to the consumer indicating that the battery must be recycled or disposed of properly and the battery must be clearly identifiable as to the type of electrode used in the battery.

(b) "Rechargeable consumer product" as used in this subdivision means any product that contains a rechargeable battery and is primarily used or purchased to be used for personal, family, or household purposes.

(c) On application by a manufacturer, the commissioner of the Pollution Control Agency may exempt a rechargeable consumer product from the requirements of paragraph (a) if:

(1) the product cannot be reasonably redesigned and manufactured to comply with the requirements prior to the effective date of Laws 1990, chapter 409, section 2;

(2) the redesign of the product to comply with the requirements would result in significant danger to public health and safety; or

(3) the type of electrode used in the battery poses no unreasonable hazards when placed in and processed or disposed of as part of mixed municipal solid waste.

(d) An exemption granted by the commissioner of the Pollution Control Agency under paragraph (c), clause (1), must be limited to a maximum of two years and may be renewed.

Subd. 4. **Rechargeable batteries and products; notice.** (a) A person who sells rechargeable batteries or products powered by rechargeable batteries governed by section 115A.9157 at retail shall post the notice in paragraph (b) in a manner clearly visible to a consumer making purchasing decisions.

(b) The notice must be at least four inches by six inches and state:

"ATTENTION USERS OF RECHARGEABLE BATTERIES AND CORDLESS PRODUCTS:

Under Minnesota law, manufacturers of rechargeable batteries, rechargeable battery packs, and products powered by nonremovable rechargeable batteries will provide a special collection system for these items by April 15, 1994. It is illegal to put rechargeable batteries in the garbage. Use the special collection system that will be provided in your area. Take care of our environment.

DO NOT PUT RECHARGEABLE BATTERIES OR PRODUCTS POWERED BY NONREMOVABLE RECHARGEABLE BATTERIES IN THE GARBAGE."

(c) Notice is not required for home solicitation sales, as defined in section 325G.06, or for catalogue sales.

Subd. 5. **Prohibitions.** A manufacturer of rechargeable batteries or products powered by rechargeable batteries that does not participate in the pilot projects and programs required in section 115A.9157 may not sell, distribute, or offer for sale in this state rechargeable batteries or products powered by rechargeable batteries after January 1, 1992.

After January 1, 1992, a person who first purchases rechargeable batteries or products powered by rechargeable batteries for importation into the state for resale may not purchase rechargeable batteries or products powered by rechargeable batteries made by any person other than a manufacturer that participates in the projects and programs required under section 115A.9157.

History: *1990 c 409 s 2; 1991 c 257 s 3-6; 1992 c 593 art 1 s 35; 1993 c 249 s 34*

325E.1251 PENALTY ENFORCEMENT.

Subdivision 1. **Penalty.** Violation of section 325E.125 is a misdemeanor. A manufacturer who violates section 325E.125 is also subject to a minimum fine of $100 per violation.

Subd. 2. **Recovery of costs.** Section 325E.125 may be enforced under section 115.071. In an enforcement action under this section in which the state prevails, the state may recover reasonable administrative expenses, court costs, and attorney fees incurred to take the enforcement action, in an amount to be determined by the court.

History: *1990 c 409 s 3; 1991 c 257 s 7; 1993 c 249 s 35*

NOTICE FOR MERCURY FLUORESCENT LAMPS

325E.127 NOTICE FOR FLUORESCENT LAMPS CONTAINING MERCURY.

(a) A person who sells fluorescent lamps at retail must post the notice in paragraph (b) in a manner clearly visible to a consumer examining fluorescent lamps offered for sale.

(b) The notice must be in 36-point type or larger and state:

"Fluorescent bulbs save energy and reduce environmental pollution. Note: Fluorescent bulbs contain a small amount of mercury and must be recycled at the end of their use. Contact your county or utility for recycling options."

(c) A retailer may include additional language in the notice in order to promote the sale of fluorescent lamps, provided that the language in paragraph (b) is present.

History: *2007 c 109 s 17*

ODOMETERS

325E.13 TAMPERING WITH ODOMETERS; DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 325E.13 to 325E.16, the terms defined in this section have the meanings given them.

Subd. 2. **Owner.** "Owner" means a person, other than a secured party, having the property in or title to a vehicle. The term includes a person entitled to the use and possession of a vehicle subject to a security interest in another person, but excludes a lessee under a lease not intended as security.

Subd. 3. **Motor vehicle.** "Motor vehicle" means any self-propelled vehicle not operated exclusively upon railroad tracks, except snowmobiles and other devices designed and used primarily for the transportation of persons over natural terrain, snow, or ice propelled by wheels, skis, tracks, runners, or whatever other means.

Subd. 4. **Person.** "Person" means an individual, firm, partnership, incorporated and unincorporated association, or any other legal or commercial entity.

Subd. 5. **Off-road recreational vehicle.** "Off-road recreational vehicle" means a snowmobile as defined in section 84.81, subdivision 3, and an off-highway vehicle, as defined in section 84.771.

History: *1973 c 264 s 1; 2014 c 289 s 61*

325E.14 PROHIBITED ACTS.

Subdivision 1. **Tampering.** No person shall knowingly tamper with, adjust, alter, change, set back, disconnect or, with intent to defraud, fail to connect the odometer of any motor vehicle or off-road recreational vehicle, or cause any of the foregoing to occur to an odometer of a motor vehicle or off-road recreational vehicle, so as to reflect a lower mileage than has actually been driven by the motor vehicle or off-road recreational vehicle.

Subd. 2. **Operating restriction.** No person shall with intent to defraud, operate a motor vehicle on any street or highway knowing that the odometer of the motor vehicle is disconnected or nonfunctional.

Subd. 3. **Sales and use restrictions.** No person shall advertise for sale, sell, use or install on any part of a motor vehicle or off-road recreational vehicle, or on any odometer in a motor vehicle or off-road recreational vehicle, any device that causes the odometer to register any mileage other than the true mileage.

Subd. 4. **Sales restriction.** No person shall sell or offer for sale any motor vehicle or off-road recreational vehicle with knowledge that the mileage registered on the odometer has been altered so as to reflect a lower mileage than has actually been driven by the motor vehicle or off-road recreational vehicle without disclosing the fact to prospective purchasers.

Subd. 5. **Conspiracy.** No person shall conspire with any other person to violate this section or section 325E.15.

Subd. 6. **Repair or replacement restriction.** Nothing in this section shall prevent the service, repair, or replacement of an odometer, provided the mileage indicated thereon remains the same as before the service, repair, or replacement. Where the odometer is incapable of registering the same mileage as before the service, repair, or replacement, the odometer shall be adjusted to read zero and a written notice shall be attached to the left door frame of the motor vehicle by the owner or an agent specifying the mileage prior to repair or replacement of the odometer and the date on which it was repaired or replaced. No person shall remove or alter a notice so affixed.

History: *1973 c 264 s 2; 1986 c 444; 2014 c 289 s 62-65*

325E.15 TRANSFER OF MOTOR VEHICLE; MILEAGE DISCLOSURE.

No person shall transfer a motor vehicle without disclosing to the transferee the true mileage registered on the odometer reading or that the actual mileage is unknown if the odometer reading is known by the transferor to be different from the true mileage. The regulations contained in Code of Federal Regulations, title 49, sections 580.1 to 580.17, that implement odometer disclosure requirements and prescribe the manner in which electronic or written disclosure must be made in this state are adopted by reference. No transferor shall violate any regulations adopted under this section or knowingly give a false statement to a transferee in making any disclosure required by the regulations.

History: *1973 c 264 s 3; 2000 c 426 s 30; 1Sp2021 c 5 art 4 s 106*

325E.16 PENALTIES; REMEDIES.

Subdivision 1. **Criminal penalty.** Any person who is found to have violated sections 325E.13 to 325E.16 shall be guilty of a gross misdemeanor.

Subd. 2. **Civil penalty.** In addition to the penalties provided in subdivision 1, any person who is found to have violated sections 325E.13 to 325E.16 shall be subject to the penalties provided in section 8.31.

Subd. 3. **Civil action.** Any person injured by a violation of sections 325E.13 to 325E.16 shall recover the actual damages sustained together with costs and disbursements, including a reasonable attorney's fee, provided that the court in its discretion may increase the award of damages to an amount not to exceed three times the actual damages sustained or $1,500, whichever is greater.

History: *1973 c 264 s 4*

TRACTOR CLOCK-HOUR METER TAMPERING

325E.165 DEFINITION.

For purposes of sections 325E.165 to 325E.167, "farm tractor" means a self-propelled vehicle that is designed primarily for pulling or propelling agricultural machinery and implements and used principally in the occupation or business of farming, including an implement of husbandry, as defined in section 169.011, subdivision 35, that is self-propelled.

History: *2006 c 211 s 1*

325E.166 CLOCK-HOUR METERS; PROHIBITED ACTS.

Subdivision 1. **Tampering.** No person shall, with intent to defraud, knowingly tamper with, adjust, alter, change, set back, disconnect, or fail to connect the clock-hour meter of a farm tractor, or cause any of the foregoing to occur to a clock-hour meter of a farm tractor, so as to reflect fewer hours than the farm tractor has actually been in operation.

Subd. 2. **Operation with disconnected or nonfunctional meter.** No person shall, with intent to defraud, operate a farm tractor knowing that the clock-hour meter of the farm tractor is disconnected or nonfunctional.

Subd. 3. **Tampering device.** No person shall advertise for sale, sell, use, or install on any part of a farm tractor or on a clock-hour meter in a farm tractor a device that causes the clock-hour meter to register any hours of operation other than the true hours of operation that the clock-hour meter was designed to measure.

Subd. 4. **Disclosure.** No person shall sell or offer for sale or trade in a farm tractor with knowledge that the hours registered on the clock-hour meter have been altered so as to reflect fewer hours than the farm tractor has actually been in operation, without disclosing the fact to prospective purchasers.

Subd. 5. **Conspiracy.** No person shall conspire with another person to violate this section.

History: *2006 c 211 s 2*

325E.167 PENALTIES AND REMEDIES.

Subdivision 1. **Civil penalty.** A person who is found to have violated sections 325E.165 and 325E.166 is subject to the penalties in section 8.31.

Subd. 2. **Private right of action.** A person injured by a violation of sections 325E.165 and 325E.166 may recover the actual damages sustained together with costs and disbursements, including reasonable attorney fees. The court, in its discretion, may increase the award of damages to an amount not to exceed three times the actual damages sustained or $1,500, whichever is greater.

History: *2006 c 211 s 3*

RECORDED MATERIAL

325E.169 DEFINITIONS.

Subdivision 1. **Scope.** For the purpose of sections 325E.169 to 325E.201, the terms defined in this section have the meanings given them.

Subd. 2. **Person.** "Person" means an individual, firm, partnership, limited liability company, corporation, or association.

Subd. 3. **Owner.** "Owner" means the person who owns the sounds or images fixed in a master recording upon which sounds or images are recorded and from which the transferred recorded sounds or images are directly or indirectly derived.

Subd. 4. **Recording.** "Recording" means the tangible medium on which sounds or images are recorded or otherwise stored and includes a phonograph record, disc, tape, audio or video cassette, wire, film, or other medium now known or later developed on which sounds or images may be recorded or stored.

History: *1993 c 221 s 1*

325E.17 UNLAWFUL TRANSFERS OR SALES OF RECORDINGS.

Unless exempt under section 325E.19, it is unlawful for any person knowingly:

(1) to transfer or cause to be transferred any sounds or images from one recording to another recording; or

(2) to sell, distribute, circulate, offer for sale, distribution or circulation, possess for the purpose of sale, distribution or circulation, or cause to be sold, distributed or circulated, offered for sale, distribution or circulation, or possessed for sale, distribution or circulation, any recording without the consent of the owner of the master recording.

History: *1973 c 579 s 1; 1993 c 221 s 2*

325E.18 IDENTITY OF TRANSFEROR.

It is unlawful for any person for commercial purposes to sell, distribute, circulate, offer for sale, distribution or circulation, or possess for the purpose of sale, distribution or circulation, any recording unless the recording bears the actual name and address of the transferor of the sounds or images in a prominent place on its outside face, label, or package.

History: *1973 c 579 s 2; 1993 c 221 s 3*

325E.19 EXEMPTIONS.

Sections 325E.169 to 325E.201 do not apply to any person who transfers or causes to be transferred any recordings (a) intended for or in connection with radio or television broadcast transmission or related uses, (b) for archival purposes, (c) for library purposes, (d) for educational purposes, or (e) solely for the personal use of the person transferring or causing the transfer and without any compensation being derived by the person from the transfer.

History: *1973 c 579 s 3; 1993 c 221 s 4*

325E.20 [Repealed, 1993 c 221 s 7]

325E.201 VIOLATIONS; PUNISHMENT.

A violation of section 325E.17 or 325E.18 is a felony and is punishable upon conviction by:

(1) a fine of not more than $100,000, or imprisonment for not more than two years, or both, if the violation is a first offense involving more than 100 but not more than 1,000 sound recordings or more than seven but not more than 65 audio-visual recordings;

(2) a fine of not more than $250,000, or imprisonment for not more than five years, or both, if the violation is a second or subsequent offense, or involves more than 1,000 sound recordings or more than 65 audio-visual recordings; or

(3) a fine of not more than $25,000, or imprisonment for not more than a year and a day, or both, for any other violation.

History: *1993 c 221 s 5*

SCRAP METAL; PURCHASE AND SALE

325E.21 DEALERS IN SCRAP METAL; RECORDS, REPORTS, AND REGISTRATION.

Subdivision 1. **Definitions.** (a) For purposes of this section, the terms defined in this subdivision have the meanings given.

(b) "Commissioner" means the commissioner of commerce.

(c) "Law enforcement agency" or "agency" means a duly authorized municipal, county, state, or federal law enforcement agency.

(d) "Person" means an individual, partnership, limited partnership, limited liability company, corporation, or other entity.

(e) "Scrap metal" means:

(1) wire and cable commonly and customarily used by communication and electric utilities; and

(2) copper, aluminum, or any other metal purchased primarily for its reuse or recycling value as raw metal, including metal that is combined with other materials at the time of purchase, but does not include a scrap vehicle as defined in section 168A.1501, subdivision 1.

(f) "Scrap metal dealer" or "dealer" means a person engaged in the business of buying or selling scrap metal, or both. The terms include a scrap metal processor, as described in section 168.27, subdivision 3a.

The terms do not include a person engaged exclusively in the business of buying or selling new or used motor vehicles, paper or wood products, rags or furniture, or secondhand machinery.

(g) "Seller" means any seller, prospective seller, or agent of the seller.

(h) "Proof of identification" means a driver's license, Minnesota identification card number, or other identification document issued for identification purposes by any state, federal, or foreign government if the document includes the person's photograph, full name, birth date, and signature.

Subd. 1a. [Expired, 2013 c 126 s 9; 2014 c 190 s 3]

Subd. 1b. **Purchase or acquisition record required.** (a) Every scrap metal dealer, including an agent, employee, or representative of the dealer, shall create a record written in English, using an electronic record program at the time of each purchase or acquisition of scrap metal or a motor vehicle. The record must include:

(1) a complete and accurate account or description, including the weight if customarily purchased by weight, of the scrap metal or motor vehicle purchased or acquired;

(2) the date, time, and place of the receipt of the scrap metal or motor vehicle purchased or acquired and a unique transaction identifier;

(3) a photocopy or electronic scan of the seller's:

(i) proof of identification, including the identification number, if the seller is an individual; or

(ii) certificate of authority to transact business in Minnesota and business tax identification number, if the seller is an entity;

(4) the amount paid and the number of the check or electronic transfer used to purchase or acquire the scrap metal or motor vehicle;

(5) the license plate number and description of the vehicle used by the person when delivering the scrap metal or motor vehicle, including the vehicle make and model, and any identifying marks on the vehicle, such as a business name, decals, or markings, if applicable;

(6) a statement signed by the seller, under penalty of perjury as provided in section 609.48, attesting that the scrap metal or motor vehicle is not stolen and is free of any liens or encumbrances and the seller has the right to sell it;

(7) a copy of the receipt, which must include at least the following information: the name and address of the dealer, the date and time the scrap metal or motor vehicle was received by the dealer, an accurate description of the scrap metal or motor vehicle, and the amount paid for the scrap metal or motor vehicle;

(8) the identity or identifier of the employee completing the transaction; and

(9) if the seller is attempting to sell copper metal, a photocopy or electronic scan of the seller's:

(i) current license to sell scrap metal copper issued by the commissioner under subdivision 2c; or

(ii) the documentation used to support the seller being deemed to hold a license to sell scrap metal copper under subdivision 2c, paragraph (h), clauses (1) to (3).

(b) The record, as well as the scrap metal or motor vehicle purchased or acquired, shall at all reasonable times be open to the inspection of any properly identified law enforcement officer.

(c) Except for the purchase or acquisition of detached catalytic converters or motor vehicles, no record is required for property purchased or acquired from merchants, manufacturers, salvage pools, insurance companies, rental car companies, financial institutions, charities, dealers licensed under section 168.27, or wholesale dealers, having an established place of business, or of any goods purchased or acquired at open sale from any bankrupt stock, but a receipt as required under paragraph (a), clause (7), shall be obtained and kept by the person, which must be shown upon demand to any properly identified law enforcement officer.

(d) The dealer must provide a copy of the receipt required under paragraph (a), clause (7), to the seller in every transaction.

(e) The commissioner of public safety and law enforcement agencies in the jurisdiction where a dealer is located may conduct inspections and audits as necessary to ensure compliance, refer violations to the city or county attorney for criminal prosecution, and notify the registrar of motor vehicles.

(f) Except as otherwise provided in this section, a scrap metal dealer or the dealer's agent, employee, or representative may not disclose personal information concerning a customer without the customer's consent unless the disclosure is required by law or made in response to a request from a law enforcement agency. A scrap metal dealer must implement reasonable safeguards to protect the security of the personal information and prevent unauthorized access to or disclosure of the information. For purposes of this paragraph, "personal information" is any individually identifiable information gathered in connection with a record under paragraph (a).

Subd. 1c. [Repealed, 2015 c 65 art 3 s 38]

Subd. 1d. [Repealed, 2015 c 65 art 3 s 38]

Subd. 2. **Retention required.** Records required to be maintained by subdivisions 1a, 1b, 11, 12, and 13 shall be retained by the scrap metal dealer for a period of three years.

Subd. 2a. **Purchase or receipt of beer kegs.** A scrap metal dealer, or the dealer's agent, employer, or representative, shall not purchase or receive a refillable metal beer keg from anyone except the manufacturer of the beer keg, the brewer of the beer that was sold or provided in the keg, or an authorized representative of the manufacturer or brewer.

Subd. 2b. MS 2024 [Repealed, 2025 c 35 art 3 s 25]

Subd. 2c. **License required for scrap metal copper sale.** (a) Beginning January 1, 2025, a person is prohibited from engaging in the sale of scrap metal copper unless the person has a valid license issued by the commissioner under this subdivision.

(b) On the first Friday of the months of April and October of each calendar year, from 8:00 a.m. to 5:00 p.m., a scrap metal dealer may purchase up to $25 of scrap metal copper from individuals who do not have an approved license to sell scrap metal copper under this subdivision. All other requirements of subdivision 1b apply and must be documented by the scrap metal dealer on the dates specified in this paragraph.

(c) A seller of scrap metal copper may apply to the commissioner on a form prescribed by the commissioner.

(d) The application form for an individual must include, at a minimum:

(1) the name, permanent address, telephone number, and date of birth of the applicant; and

(2) an acknowledgment that the applicant obtained the copper by lawful means in the regular course of the applicant's business, trade, or authorized construction work.

(e) The application form for an entity must include, at a minimum:

(1) the name, legal entity type, principal business address, telephone number, and date of formation of the entity; and

(2) an acknowledgment that the applicant obtained the copper by lawful means in the regular course of the applicant's business, trade, or authorized construction work.

(f) Each application must be accompanied by a nonrefundable fee of $250.

(g) Within 30 days of the date an application is received, the commissioner may require additional information or submissions from an applicant and may obtain any document or information that is reasonably necessary to verify the information contained in the application. Within 90 days after the date a completed application is received, the commissioner must review the application and issue a license if the applicant is deemed qualified under this section. The commissioner may issue a license subject to restrictions or limitations. If the commissioner determines the applicant is not qualified, the commissioner must notify the applicant and must specify the reason for the denial.

(h) A person is deemed to hold a license to sell scrap metal copper if the person holds one of the following:

(1) a license to perform work pursuant to chapter 326B or section 103I.501;

(2) a document, certificate, or card of competency issued by a municipality to perform work in a given trade or craft in the building trades. The document, certificate, or card must state that the individual is authorized to sell scrap metal copper. This clause is effective January 1, 2025; or

(3) a Section 608 Technician Certification issued by the United States Environmental Protection Agency.

(i) A license issued under this subdivision is valid for one year. To renew a license, an applicant must submit a completed renewal application on a form prescribed by the commissioner and a renewal fee of $250. The commissioner may request that a renewal applicant submit additional information to clarify any new information presented in the renewal application. A renewal application submitted after the renewal deadline must be accompanied by a nonrefundable late fee of $500.

(j) The commissioner may deny a license renewal under this subdivision if:

(1) the commissioner determines that the applicant is in violation of or noncompliant with federal or state law; or

(2) the applicant fails to timely submit a renewal application and the information required under this subdivision.

(k) In lieu of denying a renewal application under paragraph (i), the commissioner may permit the applicant to submit to the commissioner a corrective action plan to cure or correct deficiencies.

(l) The commissioner may suspend, revoke, or place on probation a license issued under this subdivision if:

(1) the applicant engages in fraudulent activity that violates state or federal law;

(2) the commissioner receives consumer complaints that justify an action under this subdivision to protect the safety and interests of consumers;

(3) the applicant fails to pay an application license or renewal fee; or

(4) the applicant fails to comply with a requirement established in this subdivision.

(m) This subdivision does not apply to transfers by or to an auctioneer who is in compliance with chapter 330 and acting in the person's official role as an auctioneer to facilitate or conduct an auction of scrap metal.

(n) The commissioner must enforce this subdivision under chapter 45.

Subd. 3. **Payment by check or electronic transfer required.** A scrap metal dealer or the dealer's agent, employee, or representative shall pay for all scrap metal purchases only by check or electronic transfer.

Subd. 4. **Registration required.** (a) Every scrap metal dealer shall register annually with the commissioner of public safety.

(b) The scrap metal dealer shall pay to the commissioner of public safety a $50 annual fee.

(c) The commissioner of public safety may cancel or deny the registration of a scrap metal dealer convicted of a felony violation under subdivision 6.

(d) The names and addresses of scrap metal dealers registered under this subdivision are public data on individuals, as defined in section 13.02, subdivision 15, and must be provided by the commissioner of public safety upon request.

Subd. 5. **Training.** Each scrap metal dealer shall review the educational materials provided by the superintendent of the Bureau of Criminal Apprehension under section 299C.25 and ensure that all employees do so as well. A scrap metal dealer engaged in the purchase or acquisition of used catalytic converters shall

ensure employees handling catalytic converter transactions are specifically trained and familiar with the additional requirements for catalytic converters.

Subd. 6. **Criminal penalty.** (a) A person who intentionally violates a provision of this section, except for subdivision 11, 12, or 13, is guilty of a misdemeanor.

(b) A person who violates subdivision 11, 12, or 13 is guilty of a:

(1) misdemeanor, if the person possesses, purchases, or acquires one catalytic converter;

(2) gross misdemeanor, if the person possesses, purchases, or acquires two catalytic converters;

(3) felony, and may be sentenced to imprisonment for not more than five years or to payment of a fine of not more than $10,000, or both, if the person possesses, purchases, or acquires at least three but not more than ten catalytic converters;

(4) felony, and may be sentenced to imprisonment for not more than ten years or to payment of a fine of not more than $20,000, or both, if the person possesses, purchases, or acquires more than ten but not more than 70 catalytic converters; and

(5) felony, and may be sentenced to imprisonment for not more than 20 years or to payment of a fine of not more than $100,000, or both, if the person possesses, purchases, or acquires more than 70 catalytic converters.

The number of catalytic converters possessed, purchased, or acquired by a person within any six month period may be aggregated and the person charged accordingly. When two or more offenses are committed by the same person in two or more counties, the person may be prosecuted in any county in which one of the offenses was committed for all of the offenses aggregated under this paragraph.

Subd. 6a. **Restitution.** When the court imposes a criminal penalty pursuant to subdivision 6, and orders the offender to pay restitution to any identifiable victim, the amount of the out-of-pocket losses considered by the court must include the costs and expenses of replacing a catalytic converter and may include any other restitution costs allowed under section 611A.04.

Subd. 7. **Exemption.** A scrap metal dealer may purchase aluminum cans without complying with this section.

Subd. 8. **Investigative holds; confiscation of property.** (a) Whenever a law enforcement official from any agency has probable cause to believe that property in the possession of a scrap metal dealer is stolen or is evidence of a crime and notifies the dealer not to sell the item, the scrap metal dealer shall not (1) process or sell the item, or (2) remove or allow its removal from the premises. This investigative hold must be confirmed in writing by the originating agency within 72 hours and will remain in effect for 30 days from the date of initial notification, or until the investigative hold is canceled or renewed, or until a law enforcement notification to confiscate or directive to release is issued, whichever comes first.

(b) If an item is identified as stolen or evidence in a criminal case, a law enforcement official may:

(1) physically confiscate and remove it from the scrap metal dealer, pursuant to a written notification;

(2) place the item on hold or extend the hold under paragraph (a) and leave it in the licensed premise; or

(3) direct its release to a registered owner or owner's agent.

When an item is confiscated, the person doing so shall provide identification upon request of the scrap metal dealer, and shall provide the name and telephone number of the confiscating agency and investigator, and the case number related to the confiscation.

(c) A dealer may request seized property be returned in accordance with section 626.04.

(d) When an investigative hold or notification to confiscate is no longer necessary, the law enforcement official or designee shall so notify the licensee.

(e) A scrap metal dealer may process or otherwise dispose of the scrap metal if:

(1) a notification to confiscate is not issued during the investigative hold; or

(2) a law enforcement official does not physically remove the motor vehicle from the premises within 15 calendar days from issuance of a notification to confiscate.

(f) If a scrap metal dealer is required to hold the metal at the direction of law enforcement for purposes of investigation or prosecution or it is seized by law enforcement, the scrap metal dealer, and any other victim, shall be entitled to seek restitution against the person who delivered the metal to the scrap metal dealer in any criminal case that may arise from the investigation, including any out-of-pocket expenses for storage and lost profit.

Subd. 9. **Video security cameras required.** (a) Each scrap metal dealer shall install and maintain at each location video surveillance cameras, still digital cameras, or similar devices positioned to record or photograph a frontal view showing a readily identifiable image of the face of each seller of scrap metal who enters the location. The scrap metal dealer shall also photograph the seller's vehicle, including license plate, either by video camera or still digital camera, so that an accurate and complete description of it may be obtained from the recordings made by the cameras. Photographs and recordings must be clearly and accurately associated with their respective records.

(b) The video camera or still digital camera must be kept in operating condition and must be shown upon request to a properly identified law enforcement officer for inspection. The camera must record and display the accurate date and time. The video camera must be turned on at all times when the location is open for business and at any other time when scrap metal is purchased.

(c) Recordings and images required by paragraph (a) shall be retained by the scrap metal dealer for a minimum period of 60 days and shall at all reasonable times be open to the inspection of any properly identified law enforcement officer.

(d) If the scrap metal dealer does not purchase some or any scrap metal at a specific business location, the dealer need not comply with this subdivision with respect to those purchases.

Subd. 10. **Preemption of local ordinances.** This section preempts and supersedes any local ordinance or rule concerning the same subject matter.

Subd. 11. **Prohibition on possessing catalytic converters; exception.** (a) It is unlawful for a person to possess a used catalytic converter that is not attached to a motor vehicle except when:

(1) the converter is marked with the date the converter was removed from the vehicle and the identification number of the vehicle from which the converter was removed or, as an alternative to the vehicle identification number, any numbers, bar codes, stickers, or other unique markings, whether resulting from the pilot project created under subdivision 2b or some other source; or

(2) the converter has been EPA certified for reuse as a replacement part.

(b) If an alternative number to the vehicle identification number is used, it must be under a numbering system that can be immediately linked to the vehicle identification number by law enforcement. The marking of the vehicle identification or alternative number may be made in any permanent manner, including but not limited to an engraving or use of permanent ink. The marking must clearly and legibly indicate the date removed and the vehicle identification number or the alternative number and the method by which law enforcement can link the converter to the vehicle identification number.

Subd. 12. **Prohibition.** It is unlawful for a person who is not a registered scrap metal dealer to purchase or acquire a used catalytic converter that is not EPA certified for reuse as a replacement part except when the catalytic converter is attached to a motor vehicle. A used catalytic converter that is EPA certified for reuse as a replacement part may be sold to a person or business for reuse as a replacement part for a motor vehicle when the requirements of subdivision 11 are met.

Subd. 13. **Purchase or acquisition of catalytic converters.** (a) It is unlawful for a scrap metal dealer to purchase or acquire a used catalytic converter not attached to a motor vehicle unless the converter is marked as required under subdivision 11 and the seller provides a copy of the vehicle's title or registration in order to demonstrate the seller's ownership interest in the property. A bona fide business engaged in vehicle dismantling, vehicle demolishing, scrap metal recycling, or automotive repair services may remove a converter as part of auto repair work or auto recycling without a copy of the vehicle's title or registration, if the business provides:

(1) the identity of the seller's business and a written or electronic signature of the seller;

(2) an itemized list of each detached catalytic converter being sold that includes the donor vehicle identification number or a unique alternative number that can be readily linked to the vehicle identification number by law enforcement; and

(3) the date of the removal of each catalytic converter.

The registered scrap metal dealer purchasing or acquiring the catalytic converters must keep the transaction record, along with the identity and signature of the employee completing the transaction.

(b) Notwithstanding paragraph (a), a scrap metal dealer may purchase or acquire a catalytic converter from a person possessing an old vehicle that is no longer registered and titled without a copy of the registration or title, if the person has an official law enforcement report stating that the agency has verified the person's ownership prior to the removal of the converter from the vehicle.

(c) A scrap metal dealer who purchases or acquires a used catalytic converter not attached to a motor vehicle must record the information received under this subdivision and subdivision 11, including the vehicle identification number or alternative number and the method by which law enforcement can link the converter to the vehicle identification number; make the information available upon request to law enforcement; and, effective beginning August 1, 2024, enter the information into an electronic database available to a law enforcement agency as approved by the commissioner of public safety.

(d) A scrap metal dealer is prohibited from processing, selling, or removing a catalytic converter from the dealer's premises for at least seven days after the catalytic converter purchase or acquisition by the scrap metal dealer.

(e) Paragraphs (c) and (d) do not apply to a scrap metal dealer that purchases or acquires a catalytic converter directly from a different scrap metal dealer that has certified in writing that it has fully complied with paragraphs (c) and (d) with respect to the catalytic converter.

(f) A payment for a catalytic converter must not be made until at least five days after sale to the scrap metal dealer. Payment must be sent by check to the seller's address or a bank account in the seller's name.

(g) Notwithstanding paragraph (f), a scrap metal dealer may pay a bona fide business engaged in vehicle dismantling, vehicle demolishing, scrap metal recycling, or automotive repair services at any time for a direct sale of a catalytic converter by the bona fide business to the scrap metal dealer. Payment must be made by check payable to the seller or deposited electronically in a bank account in the seller's name.

Subd. 14. **Exception; recovered catalytic converters.** It is not a violation of subdivisions 11, 12, and 13 for a scrap metal dealer to purchase or acquire catalytic converters from a law enforcement agency and marked as recovered contraband as provided in section 609.5316, subdivision 1, paragraph (b).

Subd. 15. **Vehicle electronic database requirement.** (a) Scrap metal dealers must completely and accurately enter all the record information required by subdivision 1b for the purchase or acquisition of a motor vehicle into the electronic database approved by the commissioner of public safety described in subdivision 13, paragraph (c), by the close of business each day.

(b) A scrap metal dealer must display a sign of sufficient size, in a conspicuous place in the premises, which informs all patrons that transactions are reported to law enforcement daily.

(c) The commissioner of public safety must make the information on the electronic database available to a law enforcement agency, including federal law enforcement agencies and law enforcement agencies with jurisdiction outside of Minnesota.

History: *(10225) 1907 c 228 s 1; 1957 c 960 s 1; 1973 c 123 art 5 s 7; 1986 c 444; 2005 c 10 art 2 s 4; 2007 c 54 art 7 s 21; 2008 c 259 s 1; 2013 c 126 s 8-15; 2014 c 190 s 3-6,10,11; 2015 c 65 art 3 s 12-14; 1Sp2021 c 4 art 6 s 20-22; 2022 c 93 art 2 s 42; 2023 c 15 s 1-12; 2024 c 114 art 3 s 38,39; 2024 c 121 art 4 s 5,6; 2026 c 124 art 1 s 55,56*

325E.22 [Repealed, 2009 c 83 art 3 s 24]

OUTDOOR ADVERTISING; DISCRIMINATION

325E.23 DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 325E.23 to 325E.25 the terms defined in this section have the meanings given them.

Subd. 2. **Advertising device.** "Advertising device" means any billboard, sign, notice, poster, display emblem or similar item located out of doors which is intended to be viewed by the public from a highway or street and includes any structure used for the display of any such outdoor advertising device.

Subd. 3. **Business of outdoor advertising.** "Business of outdoor advertising" means the business conducted for direct profit through rentals, or other compensation received from the erection or maintenance of advertising devices.

Subd. 4. **Person.** "Person" means an individual, partnership, firm, association, or corporation.

History: *1965 c 531 s 1*

325E.24 FURNISHING OF SPACE; EXCEPTIONS.

Subdivision 1. **Unlawful discrimination prohibited.** It is unlawful for any person engaged in the business of outdoor advertising to directly or indirectly discriminate on the basis of race, color, creed or political affiliation in the furnishing of advertising or advertising service or space for advertisements on advertising devices. This shall not be construed as making mandatory the assignment of space immediately adjacent to previously leased space for the promotion of conflicting services or ideas.

Subd. 2. **Limits on duty to furnish.** The person engaged in the business of outdoor advertising does not have to accept a request for advertising space from any person not willing to pay the prescribed rates or charges and the advertising of any material prohibited by law.

History: *1965 c 531 s 2*

325E.25 VIOLATIONS.

Any person violating the provisions of sections 325E.23 to 325E.25 is guilty of a misdemeanor.

History: *1965 c 531 s 3*

AUTOMATIC DIALING-ANNOUNCING DEVICES

325E.26 DEFINITIONS.

Subdivision 1. **Scope.** The terms used in sections 325E.26 to 325E.30 have the meanings given them in this section.

Subd. 2. **Automatic dialing-announcing device.** "Automatic dialing-announcing device" means a device that selects and dials telephone numbers and that, working alone or in conjunction with other equipment, disseminates a prerecorded or synthesized voice message to the telephone number called.

Subd. 3. **Caller.** "Caller" means a person, corporation, firm, partnership, association, or legal or commercial entity who attempts to contact, or who contacts, a subscriber in this state by using a telephone or a telephone line.

Subd. 4. **Commercial telephone solicitation.** "Commercial telephone solicitation" means any unsolicited call to a residential subscriber when the person initiating the call has not had a prior business or personal relationship with the subscriber, and when the purpose of the call is to solicit the purchase or the consideration of purchase of goods or services by the subscriber. Commercial telephone solicitation does not include calls initiated by organizations listed in Minnesota Statutes 2000, section 290.21, subdivision 3, clauses (a) to (e).

Subd. 5. **Subscriber.** "Subscriber" means a person who has subscribed to telephone service from a telephone company or the other persons living or residing with the subscribing person.

Subd. 6. **Message.** "Message" means any call, regardless of its content.

History: *1987 c 294 s 1; 1994 c 534 art 2 s 1; 2003 c 2 art 1 s 38*

325E.27 USE OF PRERECORDED OR SYNTHESIZED VOICE MESSAGES.

(a) A caller shall not use or connect to a telephone line an automatic dialing-announcing device unless: (1) the subscriber has knowingly or voluntarily requested, consented to, permitted, or authorized receipt of the message; or (2) the message is immediately preceded by a live operator who obtains the subscriber's consent before the message is delivered.

(b) This section and section 325E.30 do not apply to (1) messages from school districts to students, parents, or employees, (2) messages to subscribers with whom the caller has a current business or personal relationship, or (3) messages advising employees of work schedules. This section does not apply to messages from a nonprofit tax-exempt charitable organization sent solely for the purpose of soliciting voluntary donations of clothing to benefit disabled United States military veterans and containing no request for monetary donations or other solicitations of any kind.

History: *1987 c 294 s 2; 2009 c 178 art 1 s 60*

325E.28 REQUIREMENTS ON AUTOMATIC DIALING-ANNOUNCING DEVICES.

A caller shall not use an automatic dialing-announcing device unless the device is designed and operated so as to disconnect within ten seconds after termination of the telephone call by the subscriber.

History: *1987 c 294 s 3*

325E.29 MESSAGE REQUIREMENTS.

Where the message is immediately preceded by a live operator, the operator must, at the outset of the message, disclose:

(1) the name of the business, firm, organization, association, partnership, or entity for which the message is being made;

(2) the purpose of the message;

(3) the identity or kinds of goods or services the message is promoting; and

(4) if applicable, the fact that the message intends to solicit payment or commitment of funds.

History: *1987 c 294 s 4*

325E.30 TIME OF DAY LIMIT.

A caller shall not use an automatic dialing-announcing device nor make any commercial telephone solicitation before 9:00 a.m. or after 9:00 p.m.

History: *1987 c 294 s 5*

325E.31 REMEDIES.

(a) A person who is found to have violated sections 325E.27 to 325E.30 is subject to the penalties and remedies, including a private right of action to recover damages, as provided in section 8.31.

(b) In addition to the penalties and remedies under paragraph (a), the attorney general is entitled to sue for and recover on behalf of the state a civil penalty from a person found to have violated sections 325E.27 to 325E.30. The court must determine the civil penalty amount, which must not exceed $50,000.

History: *1987 c 294 s 6; 2023 c 57 art 4 s 9*

325E.311 MS 2010 [Expired, 2009 c 178 art 1 s 61]

325E.312 MS 2010 [Expired, 2009 c 178 art 1 s 61]

325E.313 MS 2010 [Expired, 2009 c 178 art 1 s 61]

325E.314 MS 2010 [Expired, 2009 c 178 art 1 s 61]

325E.315 MS 2010 [Expired, 2009 c 178 art 1 s 61]

325E.316 MS 2010 [Expired, 2009 c 178 art 1 s 61]

325E.3161 [Repealed, 2013 c 125 art 1 s 108]

WIRELESS DIRECTORIES

325E.317 DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 325E.317 and 325E.318, the terms defined in this section have the meanings given.

Subd. 2. **Provider.** "Provider" means a provider of wireless telecommunications services.

Subd. 3. **Telecommunications services.** "Telecommunications services" has the meaning given in section 297A.61, subdivision 24, paragraph (a).

Subd. 4. **Wireless directory assistance service.** "Wireless directory assistance service" means any service for connecting calling parties to a wireless telecommunications services customer when the calling parties themselves do not possess the customer's wireless telephone number information.

Subd. 5. **Wireless telecommunications services.** "Wireless telecommunications services" means commercial mobile radio services as defined in Code of Federal Regulations, title 47, part 20.

Subd. 6. **Wireless telephone directory.** "Wireless telephone directory" means a directory or database containing wireless telephone number information or any other identifying information by which a calling party may reach a wireless telecommunications services customer.

Subd. 7. **Wireless telephone number information.** "Wireless telephone number information" means the telephone number, electronic address, and any other identifying information by which a calling party may reach a wireless telecommunications services customer, which is assigned by a provider to the customer and includes the customer's name and address.

History: *2005 c 163 s 83; 2009 c 86 art 1 s 57*

325E.318 WIRELESS DIRECTORIES.

Subdivision 1. **Notice.** No provider of wireless telecommunications service, or any direct or indirect affiliate or agent of a provider, may include the wireless telephone number information of a customer in a

wireless telephone directory assistance service database or publish, sell, or otherwise disseminate the contents of a wireless telephone directory assistance service database unless the provider provides a conspicuous notice to the subscriber informing the subscriber that the subscriber will not be listed in a wireless directory assistance service database without the subscriber's prior express authorization.

Subd. 2. **Authorization.** (a) A provider, or any direct or indirect affiliate or agent of a provider, may not disclose, provide, or sell a customer's wireless telephone number information, or any part thereof, for inclusion in a wireless telephone directory of any form, and may not sell a wireless telephone directory containing a customer's wireless telephone number information without first receiving prior express authorization from the customer. The customer's authorization must meet the following requirements:

(1) consent shall be affirmatively obtained separately from the execution of the service contract via verifiable means; and

(2) consent shall be unambiguous and conspicuously disclose that the subscriber is consenting to have the customer's dialing number sold or licensed as part of a publicly available directory assistance database.

(b) A record of the authorization shall be maintained for the duration of the service contract or any extension of the contract.

(c) A subscriber who provides express consent pursuant to paragraph (a) may revoke that consent via verifiable means at any time. A provider must comply with the customer's request to be removed from the directory and remove such listing from directory assistance within 60 days.

Subd. 3. **No fee to retain privacy.** A customer shall not be charged for opting not to be listed in a wireless telephone directory.

Subd. 4. **Remedies.** Every knowing violation of this section is punishable by a fine of up to $500 for each violation with a maximum aggregated amount of $10,000 for a provider, of which $100 per violation shall be paid to each victim of the violation. The attorney general may bring actions to enforce compliance with this section. For the first violation by any company or organization of this section, the attorney general shall notify the company with a letter of warning that the section has been violated. No telephone corporation, nor any official or employee of a telephone corporation, shall be subject to criminal or civil liability for the release of customer information as authorized by this section.

History: *2005 c 163 s 84*

WIRELESS COMMUNICATION DEVICES; RESALES

325E.319 WIRELESS COMMUNICATIONS DEVICES; ACQUISITION FOR RESALE.

Subdivision 1. **Definitions.** (a) For the purposes of this section, the following terms have the meanings given them.

(b) "CMRS provider" means a provider of commercial radio service, as defined in United States Code, title 47, section 332, and includes its authorized dealers.

(c) "Internet marketplace" or "online platform" means a digitally accessible platform that facilitates commercial transactions between buyers and community-rated sellers where the operator or the platform does not take possession of, or title to, the goods bought or sold.

(d) "Law enforcement agency" or "agency" means a duly authorized municipal, county, campus, transit, park, state, or federal law enforcement agency.

(e) "Repair and refurbishment program" means a program, offered by a CMRS provider, manufacturer, or retailer who is not primarily engaged in purchasing personal property of any type from a person who is not a wholesaler, through which used or previously owned wireless communications devices are restored to good working order.

(f) "Trade-in program" means a program offered by a CMRS provider, manufacturer, or retailer who is not primarily engaged in purchasing personal property of any type from a person who is not a wholesaler, pursuant to which used wireless communications devices are accepted from customers in exchange for either (1) a noncash credit usable only for the purchase of goods or services from the CMRS provider, manufacturer, or retailer, or (2) a rebate from a manufacturer on the purchase of one of the manufacturer's wireless communications devices.

(g) "Wireless communications device dealer" or "dealer" means an individual, partnership, limited partnership, limited liability company, corporation, or other entity engaged in the business of buying or selling used wireless communications devices.

(h) "Wireless communications device" has the meaning given in section 169.011, subdivision 94.

(i) "Wireless communications device manufacturer" or "manufacturer" means an individual, partnership, limited partnership, limited liability company, corporation, or other entity engaged in the business of manufacturing wireless communications devices.

Subd. 2. **Purchase or acquisition record required.** (a) Every wireless communications device dealer, including an agent, employee, or representative of the dealer, but not an Internet marketplace, shall keep a written record at the time of each purchase or acquisition of a used wireless communications device for resale. The record must include the following and may be kept in electronic form:

(1) an accurate account or description of the wireless communications device purchased or acquired;

(2) the date, time, and place or the online platform the wireless communications device was purchased or acquired;

(3) the name and address of the person selling or delivering the wireless communications device;

(4) the number of the check or electronic transfer used to purchase the wireless communications device;

(5) the number of the seller's driver's license, Minnesota identification card number, or other identification number from an identification document issued by any state, federal, or foreign government if the document includes the person's photograph, full name, birth date, and signature; and

(6) a statement signed by the seller, under penalty of perjury as provided in section 609.48, attesting that the wireless communications device is not stolen and is free of any liens or encumbrances and the seller has the right to sell it.

(b) Records required to be maintained under this subdivision shall be retained by the wireless communications device dealer for a period of three years.

(c) The record, as well as the wireless communications device purchased or received, shall at all reasonable times be available for inspection by any law enforcement agency.

(d) No record is required for wireless communications devices purchased from merchants, manufacturers, or wholesale dealers having an established place of business, but a bill of sale or other evidence of open or legitimate purchase of the wireless communications device shall be obtained and kept by the wireless communications device dealer, which must be shown upon demand to any law enforcement agency.

(e) Except as otherwise provided in this section, a wireless communications device dealer or the dealer's agent, employee, or representative may not disclose personal information received pursuant to paragraph (a) concerning a customer without the customer's consent unless the disclosure is made in response to a request from a law enforcement agency. A wireless communications device dealer must implement reasonable safeguards to protect the security of the personal information and prevent unauthorized access to or disclosure of the information. For purposes of this paragraph, "personal information" is any individually identifiable information gathered in connection with a record under paragraph (a).

Subd. 3. **Records; prohibitions.** A wireless communications device dealer, including an agent, employee, or representative of the dealer, shall not:

(1) make any false entry in the records of transactions involving a used wireless communications device;

(2) falsify, obliterate, destroy, or remove from the place of business the records, books, or accounts relating to used wireless communications device transactions;

(3) refuse to allow the appropriate law enforcement agency to inspect records or any used wireless communications device in the dealer's possession during the ordinary hours of business or other times acceptable to both parties;

(4) fail to maintain a record of each used wireless communications device transaction for three years; or

(5) purchase a used wireless communications device from a person under the age of 18 years.

Subd. 4. **Payment for used wireless communications devices.** (a) A wireless communications device dealer shall pay for purchases of all used wireless communications devices by check mailed to a specific address or by electronic transfer.

(b) The purchase price may be paid in cash if the wireless communications device dealer uses an automated kiosk that:

(1) uses a live representative to remotely monitor the automated kiosk during all hours of operation;

(2) in addition to the requirements of subdivision 6, captures and stores in a manner consistent with subdivision 6 images of (i) the identification required by this section, and (ii) the wireless communications device;

(3) electronically reports all transactions to law enforcement;

(4) is located within the physical store of a retailer partner;

(5) otherwise complies with all requirements of this section; and

(6) only buys wireless communications devices.

(c) Local law enforcement may require an automated kiosk to close for repairs if for any reason the kiosk is unable to comply with the requirements of this section.

Subd. 5. **Investigative holds; confiscation of property.** (a) Whenever a law enforcement official from any agency has probable cause to believe that a wireless communications device in the possession of a wireless communications device dealer is stolen or is evidence of a crime and notifies the dealer not to sell the item, the dealer shall not (1) process or sell the item, or (2) remove or allow its removal from the premises. This investigative hold must be confirmed in writing by the originating agency within 72 hours and will remain in effect for 30 days from the date of initial notification, until the investigative hold is canceled or renewed, or until a law enforcement notification to confiscate or directive to release is issued, whichever comes first.

(b) If a wireless communications device is identified as stolen or as evidence in a criminal case, a law enforcement official may:

(1) physically confiscate and remove the wireless communications device from the wireless communications device dealer, pursuant to a written notification;

(2) place the wireless communications device on hold or extend the hold under paragraph (a), and leave the device at the premises; or

(3) direct its release to a registered owner or owner's agent.

(c) When an item is confiscated, the law enforcement agency doing so shall provide identification upon request of the wireless communications device dealer, and shall provide the name and telephone number of the confiscating agency and investigator, and the case number related to the confiscation.

(d) A wireless communications device dealer may request seized property be returned in accordance with section 626.04.

(e) When an investigative hold or notification to confiscate is no longer necessary, the law enforcement official or designee shall notify the wireless communications device dealer.

(f) A wireless communications device dealer may sell or otherwise dispose of the wireless communications device if:

(1) a notification to confiscate is not issued during the investigative hold; or

(2) a law enforcement official does not physically remove the wireless communications device from the premises within 15 calendar days from issuance of a notification to confiscate.

(g) If a wireless communications device dealer is required to hold the wireless communications device at the direction of law enforcement for purposes of investigation or prosecution, or if the device is seized by law enforcement, the wireless communications device dealer and any other victim is entitled to seek restitution, including any out-of-pocket expenses for storage and lost profit, in any criminal case that may arise from the investigation against the individual who sold the wireless communications device to the wireless communications device dealer.

Subd. 6. **Video security cameras required.** (a) Each wireless communications device dealer shall install and maintain at each physical location video surveillance cameras, still digital cameras, or similar devices positioned to record or photograph a frontal view showing a readily identifiable image of the face of each seller of a wireless communications device who enters the physical location.

(b) The video camera or still digital camera must be kept in operating condition and must be shown upon request to a properly identified law enforcement officer for inspection. The camera must record and display the accurate date and time. The video camera or still digital camera must be turned on at all times

when the physical location is open for business and at any other time when wireless communications devices are purchased or sold.

(c) Recordings and images required by paragraph (a) shall be retained by the wireless communications device dealer for a minimum period of 30 days and shall at all reasonable times be open to the inspection of any properly identified law enforcement officer.

Subd. 7. **Criminal penalty.** A wireless communications device dealer, or the agent, employee, or representative of the wireless communications device dealer, who intentionally violates a provision of this section is guilty of a misdemeanor.

Subd. 8. **Application.** (a) This section does not apply with respect to a wireless communications device returned to the store where it was originally purchased pursuant to the return policies of the wireless communications device dealer, CMRS provider, manufacturer, or retailer.

(b) This section does not apply with respect to wireless communications devices acquired by a: (1) CMRS provider as part of a trade-in program; (2) manufacturer as part of a trade-in or a repair and refurbishment program; or (3) retailer whose trade-in program: (i) reports records to the Minnesota Automated Property System in an interchange file specification format maintained by the system; (ii) reports to other national or regional transaction reporting database available to law enforcement; or (iii) reports as required by local ordinance.

(c) This section does not apply to wireless communications device dealers regulated under chapter 325J.

History: *2014 c 241 art 2 s 1; 2014 c 313 s 3; 2018 c 113 s 1*

TIRE RECYCLING

325E.32 WASTE TIRES; COLLECTION.

A person who sells automotive tires at retail must accept waste tires from customers for collection and recycling. The person must accept as many waste tires from each customer as tires are bought by that customer.

History: *1988 c 685 s 28*

MISCONDUCT OF ATHLETIC AGENTS

325E.33 MISCONDUCT OF ATHLETIC AGENTS.

Subdivision 1. **Definitions.** (a) The definitions in this subdivision apply to this section.

(b) "Student athlete" means a person who engages in, is eligible to engage in, or may be eligible to engage in any intercollegiate sporting event, contest, exhibition, or program. The term includes any individual who may be eligible to engage in collegiate sports in the future.

(c) "Athletic director" means the person discharging the duties of coordinating and administering the overall athletic program for the educational institution attended by the student athlete.

(d) "Educational institution" means the public or private high school, college, junior college, or university that the student athlete last attended or to which the student athlete has expressed written intention to attend.

Subd. 2. **Waiver of eligibility.** A student athlete's waiver of intercollegiate athletic eligibility is not effective until the waiver of eligibility form prescribed by this subdivision has been filed with the Offices of the Secretary of State and the athletic director for seven days. The waiver is considered to have been on file seven days as of the eighth day after the receipt by the Offices of the Secretary of State and the athletic director of the completed waiver of eligibility form prescribed by this subdivision. The original waiver is to be filed with the secretary of state and must be available for public inspection in the Office of the Secretary of State during normal business hours. The waiver form must provide:

"WAIVER OF INTERCOLLEGIATE ATHLETIC ELIGIBILITY

I, ..., hereby waive any and all intercollegiate athletic eligibility. This waiver is not effective until seven days after it has been received by the Minnesota secretary of state and the office of the athletic director.

This waiver is revocable until my intercollegiate athletic eligibility is terminated as a result of my entering either a contract with an athletic agent or a professional sports contract.

.....

STUDENT ATHLETE

.....

EDUCATIONAL INSTITUTION

.....

DATE"

Subd. 3. **Representation of certain athletes prohibited.** A person may not, before the effective date of a student athlete's waiver of intercollegiate athletic eligibility, enter into a contract, written or oral, with a student athlete to:

(1) serve as the agent of the student athlete in obtaining a professional sports contract; or

(2) represent the student athlete or a professional sports organization in obtaining a professional sports contract for or with a student athlete.

A person who violates this subdivision is subject to the remedies under section 8.31, except that a civil penalty imposed under that section may be not more than $100,000, or three times the amount given, offered, or promised as an inducement for the student athlete to enter the agency contract or professional sports contract, exclusive of the compensation provided by the professional sports contract, whichever is greater.

Subd. 4. **Influencing of educational institution employees prohibited.** A person may not offer, give, or promise to give an employee of an educational institution, directly or indirectly, any benefit, reward, or consideration to which the employee is not legally entitled, with the intent that:

(1) the employee will influence a student athlete to enter into a contract with the person to serve as the athlete's agent or to enter into a professional sports contract; or

(2) the employee will refer student athletes to the person.

A person who violates this subdivision is subject to the remedies under section 8.31, except that a civil penalty imposed under that section may be not more than $100,000, or three times the value offered to the employee in violating this subdivision, whichever is greater.

Subd. 5. **Voidability of contract.** A contract entered into in violation of subdivision 3 is voidable by the student athlete. If voided by the student athlete, the athletic agent shall return to the student athlete any compensation received under the contract. The athletic agent shall also pay reasonable attorney's fees and costs incurred by a student athlete in any action or defense under this subdivision.

History: *1988 c 701 s 1*

DISTRIBUTION OF FREE NEWSPAPERS

325E.34 FREE NEWSPAPERS; EXCLUSIVE RIGHT TO DISTRIBUTE PROHIBITED.

Subdivision 1. **Definitions.** For the purposes of this section, the terms in paragraphs (a) and (b) have the meanings given them.

(a) "Newspaper" means a publication issued regularly by the same person or corporation, or a successor, whether the name of the publication is the same or different.

(b) "Place of public accommodation" has the meaning given in section 363A.03, subdivision 34.

Subd. 2. **Prohibition.** No contract may provide for an exclusive right to display free newspapers for distribution in any place of public accommodation.

History: *1990 c 379 s 1; 1990 c 567 s 10; 2016 c 158 art 1 s 171*

SELLER-FINANCED AGRICULTURAL INPUT SALES

325E.35 DEFINITIONS.

Subdivision 1. **Applicability.** The definitions in this section apply to section 325E.36.

Subd. 2. **Agricultural chemical.** "Agricultural chemical" has the meaning given in section 18D.01, subdivision 3.

Subd. 3. **Agricultural production input.** "Agricultural production input" means crop production inputs and livestock production inputs.

Subd. 4. **Crop production input.** "Crop production input" means agricultural chemicals, seeds, petroleum products, the custom application of agricultural chemicals and seeds, and labor used in preparing the land for planting, cultivating, growing, producing, harvesting, drying, and storing crops or crop products.

Subd. 5. **Discounted cash price.** "Discounted cash price" means an amount equal to the total of the payments made over the period of the credit sale, discounted by the interest rate index.

Subd. 6. **Feed.** "Feed" means commercial feeds, feed ingredients, mineral feeds, drugs, animal health products, or customer-formula feeds that are used for feeding livestock, including commercial feed as defined in section 25.33, subdivision 5.

Subd. 7. **Interest rate index.** "Interest rate index" means the prime rate as published in the Wall Street Journal plus two percentage points.

Subd. 8. **Livestock production input.** "Livestock production input" means feed and labor used in raising livestock.

Subd. 9. **Petroleum product.** "Petroleum product" means motor fuels and special fuels that are used in the production of crops and livestock, including petroleum products as defined in section 296A.01, alcohol fuels, propane, lubes, and oils.

Subd. 10. **Seed.** "Seed" means agricultural seeds that are used to produce crops, including agricultural seeds and grains as defined in section 21.72, subdivision 12.

History: *1990 c 474 s 1; 1998 c 299 s 30*

325E.36 SELLER-FINANCED AGRICULTURAL INPUT SALES.

If a person sells agricultural production inputs at retail on credit and the interest rate charged to the buyer is less than the interest rate index, the person must also offer to sell the agricultural inputs to the buyer at a discounted cash price. Agricultural production inputs are sold on credit if the terms of the sale allow the buyer to submit any portion of the payment for the inputs more than 60 days after the date on which the goods are delivered.

History: *1990 c 474 s 2*

TERMINATION OF SALES REPRESENTATIVES

325E.37 TERMINATION OF SALES REPRESENTATIVES.

Subdivision 1. **Definitions.** (a) As used in this section, the following terms have the meanings given them.

(b) "Good cause" means a material breach of one or more provisions of a written sales representative agreement governing the relationship with the manufacturer, wholesaler, assembler, or importer, or in absence of a written agreement, failure by the sales representative to substantially comply with the material and reasonable requirements imposed by the manufacturer, wholesaler, assembler, or importer. Good cause includes, but is not limited to:

(1) the bankruptcy or insolvency of the sales representative;

(2) assignment for the benefit of creditors or similar disposition of the assets of the sales representative's business;

(3) the voluntary abandonment of the business by the sales representative as determined by a totality of the circumstances;

(4) conviction or a plea of guilty or no contest to a charge of violating any law relating to the sales representative's business;

(5) any act of the sales representative which materially impairs the good will associated with the manufacturer's, wholesaler's, assembler's, or importer's trademark, trade name, service mark, logotype, or other commercial symbol; or

(6) failure to forward customer payments to the manufacturer, wholesaler, assembler, or importer.

(c) "Person" means a natural person, but also includes a partnership, corporation, and all other entities.

(d) "Sales representative" means a person who contracts with a principal to solicit wholesale orders and who is compensated, in whole or in part, by commission.

Sales representative does not include a person who:

(1) is an employee of the principal;

(2) places orders or purchases for the person's own account for resale;

(3) holds the goods on a consignment basis for the principal's account for resale; or

(4) distributes, sells, or offers the goods, other than samples, to end users, at retail.

(e) "Sales representative agreement" means a contract or agreement, either express or implied, whether oral or written, for a definite or indefinite period, between a sales representative and another person or persons, whereby a sales representative is granted the right to represent, sell, or offer for sale a manufacturer's, wholesaler's, assembler's, or importer's goods by use of the latter's trade name, trademark, service mark, logotype, advertising, or other commercial symbol or related characteristics, and in which there exists a community of interest between the parties in the marketing of the goods at wholesale, by lease, agreement, or otherwise.

(f) "Wholesale orders" means the solicitation of orders for goods by persons in the distribution chain for ultimate sale at retail, and also includes material, component, or part orders for use or incorporation into a product, and later resold.

Subd. 2. **Termination of agreement.** (a) A manufacturer, wholesaler, assembler, or importer may not terminate a sales representative agreement unless the person has good cause and:

(1) that person has given written notice setting forth the reason(s) for the termination at least 90 days in advance of termination; and

(2) the recipient of the notice fails to correct the reasons stated for termination in the notice within 60 days of receipt of the notice.

(b) A notice of termination is effective immediately upon receipt where the alleged grounds for termination are the reasons set forth in subdivision 1, paragraph (b), clauses (1) to (6), hereof.

Subd. 3. **Renewal of agreements.** Unless the failure to renew a sales representative agreement is for good cause, and the sales representative has failed to correct reasons for termination as required by subdivision 2, no person may fail to renew a sales representative agreement unless the sales representative has been given written notice of the intention not to renew at least 90 days in advance of the expiration of the agreement. For purposes of this subdivision, a sales representative agreement of indefinite duration shall be treated as if it were for a definite duration expiring 180 days after the giving of written notice of intention not to continue the agreement.

Subd. 4. **Rights upon termination.** If a sales representative is paid by commission under a sales representative agreement and the agreement is terminated, the representative is entitled to be paid for all sales as to which the representative would have been entitled to commissions pursuant to the provisions of the sales representative agreement, made prior to the date of termination of the agreement or the end of the notification period, whichever is later, regardless of whether the goods have been actually shipped. Payment of commissions due the sales representative shall be paid in accordance with the terms of the sales representative agreement or, if not specified in the agreement, payments of commissions due the sales representative shall be paid in accordance with section 181.145.

Subd. 5. **Arbitration.** (a) The sole remedy for a manufacturer, wholesaler, assembler, or importer who alleges a violation of any provision of this section is to submit the matter to arbitration. A sales representative may also submit a matter to arbitration, or in the alternative, at the sales representative's option prior to the arbitration hearing, the sales representative may bring the sales representative's claims in a court of law, and in that event the claims of all parties must be resolved in that forum. In the event the parties do not agree to an arbitrator within 30 days after the sales representative demands arbitration in writing, either party may request the appointment of an arbitrator from the American Arbitration Association. Each party to a sales representative agreement shall be bound by the arbitration. In the event that the American Arbitration Association declines to appoint an arbitrator, the arbitration shall proceed under chapter 572B. The cost of an arbitration hearing must be borne equally by both parties unless the arbitrator determines a more equitable distribution. Except as provided in paragraph (c), the arbitration proceeding is to be governed by the Uniform Arbitration Act, sections 572B.01 to 572B.31.

(b) The arbitrator may provide any of the following remedies:

(1) sustainment of the termination of the sales representative agreement;

(2) reinstatement of the sales representative agreement, or damages;

(3) payment of commissions due under subdivision 4;

(4) reasonable attorneys' fees and costs to a prevailing sales representative;

(5) reasonable attorneys' fees and costs to a prevailing manufacturer, wholesaler, assembler, or importer, if the arbitrator finds the complaint was frivolous, unreasonable, or without foundation; or

(6) the full amount of the arbitrator's fees and expenses if the arbitrator finds that the sales representative's resort to arbitration or the manufacturer's, wholesaler's, assembler's, or importer's defense in arbitration was vexatious and lacking in good faith.

(c) The decision of any arbitration hearing under this subdivision is final and binding on the sales representative and the manufacturer, wholesaler, assembler, or importer. The district court shall, upon application of a party, issue an order confirming the decision.

Subd. 6. **Scope; limitations.** (a) This section applies to a sales representative who, during some part of the period of the sales representative agreement:

(1) is a resident of Minnesota or maintains that person's principal place of business in Minnesota; or

(2) whose geographical territory specified in the sales representative agreement includes part or all of Minnesota.

(b) To be effective, any demand for arbitration under subdivision 5 must be made in writing and delivered to the principal on or before one year after the effective date of the termination of the agreement.

(c) A provision in any contract between a sales representative dealing in plumbing equipment or supplies and a principal purporting to waive any provision of Laws 2007, chapters 135 or 140, whether by express waiver or by a provision stipulating that the contract is subject to the laws of another state, shall be void.

Subd. 7. **Prohibition of inclusion of certain unfair contract terms in sales representative agreement.** (a) No manufacturer, wholesaler, assembler, or importer shall circumvent compliance with this section by including in a sales representative agreement a term or provision, whether express or implied, that includes or purports to include:

(1) an application or choice of law of any other state;

(2) a choice of venue in any other state; or

(3) a waiver of any provision of this section.

(b) Any term or provision described in paragraph (a) is void and unenforceable.

History: *1990 c 539 s 1; 1991 c 190 s 1; 2007 c 135 art 3 s 18; 2007 c 140 art 6 s 1; 2010 c 264 art 2 s 5,9; 2014 c 165 s 1; 2017 c 24 s 1; 2022 c 51 s 1*

CFC PRODUCT SALES

325E.38 SALE OF CERTAIN CFC PRODUCTS PROHIBITED.

Subdivision 1. **Motor vehicle coolants.** A person may not offer for sale or sell CFC coolants in containers weighing less than 15 pounds that are designed for or are suitable for use in motor vehicle air conditioners except to persons who possess CFC recycling equipment and who present proof of ownership of CFC recycling equipment at the time of purchase.

Subd. 2. **Solvents.** A person may not offer for sale or sell solvents containing CFCs in containers weighing 15 pounds or less.

Subd. 3. **Party streamers.** A person may not offer for sale or sell CFC propelled party streamers.

Subd. 4. **Noise horns.** A person may not offer for sale or sell CFC noise horns.

Subd. 5. **CFC definition.** For purposes of this section, the term "CFC" has the definition given in section 116.70, subdivision 3.

Subd. 6. **Applicability to new chemicals.** For each new chemical added to section 116.70, subdivision 3, after the effective date of Laws 1990, chapter 560, the application of this section to the new chemical is effective on the date specified for elimination of production of that chemical in the Montreal Treaty.

History: *1990 c 560 art 2 s 8*

325E.381 PERCHLOROETHYLENE PROHIBITION.

After December 31, 2025, using perchloroethylene as a dry cleaning solvent is prohibited.

History: *2021 c 5 s 2*

POLYBROMINATED DIPHENYL ETHER PRODUCTS

325E.385 PRODUCTS CONTAINING POLYBROMINATED DIPHENYL ETHER.

Subdivision 1. **Definitions.** For the purposes of sections 325E.386 to 325E.388, the terms in this section have the meanings given them.

Subd. 2. **Commercial decabromodiphenyl ether.** "Commercial decabromodiphenyl ether" means the chemical mixture of decabromodiphenyl ether, including associated polybrominated diphenyl ether impurities not intentionally added.

Subd. 3. **Commissioner.** "Commissioner" means the commissioner of the Pollution Control Agency.

Subd. 4. **Manufacturer.** "Manufacturer" means any person, firm, association, partnership, corporation, governmental entity, organization, or joint venture that produces a product containing polybrominated diphenyl ethers or an importer or domestic distributor of a noncomestible product containing polybrominated diphenyl ethers.

Subd. 5. **Polybrominated diphenyl ethers or PBDE's.** "Polybrominated diphenyl ethers" or "PBDE's" means chemical forms that consist of diphenyl ethers bound with bromine atoms. Polybrominated diphenyl ethers include, but are not limited to, the three primary forms of the commercial mixtures known as pentabromodiphenyl ether, octabromodiphenyl ether, and decabromodiphenyl ether.

Subd. 6. **Retailer.** "Retailer" means a person who offers a product for sale at retail through any means, including, but not limited to, remote offerings such as sales outlets, catalogs, or the Internet, but does not include a sale that is a wholesale transaction with a distributor or a retailer.

Subd. 7. **Used product.** "Used product" means any product that has been previously owned, purchased, or sold in commerce. Used product does not include any product manufactured after January 1, 2008.

History: *2007 c 57 art 1 s 149*

325E.386 PRODUCTS CONTAINING CERTAIN POLYBROMINATED DIPHENYL ETHERS BANNED; EXEMPTIONS.

Subdivision 1. **Penta- and octabromodiphenyl ethers.** Except as provided in subdivision 2, beginning January 1, 2008, a person may not manufacture, process, or distribute in commerce a product or flame-retardant part of a product containing more than one-tenth of one percent of pentabromodiphenyl ether or octabromodiphenyl ether by mass.

Subd. 2. **Exemptions.** The following products containing polybrominated diphenyl ethers are exempt from subdivision 1 and section 325E.387, subdivision 2:

(1) the sale or distribution of any used transportation vehicle with component parts containing polybrominated diphenyl ethers;

(2) the sale or distribution of any used transportation vehicle parts or new transportation vehicle parts manufactured before January 1, 2008, that contain polybrominated diphenyl ethers;

(3) the manufacture, sale, repair, distribution, maintenance, refurbishment, or modification of equipment containing polybrominated diphenyl ethers and used primarily for military or federally funded space program applications. This exemption does not cover consumer-based goods with broad applicability;

(4) the sale or distribution by a business, charity, public entity, or private party of any used product containing polybrominated diphenyl ethers;

(5) the manufacture, sale, or distribution of new carpet cushion made from recycled foam containing more than one-tenth of one percent polybrominated diphenyl ether;

(6) medical devices; or

(7) the manufacture, sale, repair, distribution, maintenance, refurbishment, or modification of telecommunications equipment containing polybrominated diphenyl ethers used by entities eligible to hold authorization in the Public Safety Pool under Code of Federal Regulations, title 47, part 90.

In-state retailers in possession of products on January 1, 2008, that are banned for sale under subdivision 1 may exhaust their stock through sales to the public. Nothing in this section restricts the ability of a manufacturer, importer, or distributor from transporting products containing polybrominated diphenyl ethers through the state, or storing such products in the state for later distribution outside the state.

History: *2007 c 57 art 1 s 150; 2008 c 277 art 1 s 70*

DECABROMODIPHENYL ETHER

325E.387 REVIEW OF DECABROMODIPHENYL ETHER.

Subdivision 1. **Commissioner duties.** The commissioner in consultation with the commissioners of health and public safety shall review uses of commercial decabromodiphenyl ether, availability of technically feasible and safer alternatives, fire safety, and any evidence regarding the potential harm to public health and the environment posed by commercial decabromodiphenyl ether and the alternatives. The commissioner must consult with key stakeholders. The commissioner must also review the findings from similar state and federal agencies and must report their findings and recommendations to the appropriate committees of the legislature no later than January 15, 2008.

Subd. 2. **State procurement.** By January 1, 2008, the commissioner of administration shall make available for purchase and use by all state agencies equipment, supplies, and other products that do not contain polybrominated diphenyl ethers, unless exempted under section 325E.386, subdivision 2.

History: *2007 c 57 art 1 s 151*

325E.388 PENALTIES.

A manufacturer who violates sections 325E.386 to 325E.388 is subject to a civil penalty not to exceed $1,000 for each violation in the case of a first offense. A manufacturer is subject to a civil penalty not to exceed $5,000 for each repeat offense. Penalties collected under this section must be deposited in an account in the special revenue fund and are appropriated in fiscal years 2008 and 2009 to the commissioner to implement and enforce this section.

History: *2007 c 57 art 1 s 152*

ITEMS CONTAINING LEAD

325E.389 MS 2022 [Repealed, 2023 c 60 art 3 s 38]

325E.3891 MS 2022 [Repealed, 2023 c 60 art 3 s 38]

325E.3892 LEAD AND CADMIUM IN CONSUMER PRODUCTS; PROHIBITION.

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Covered product" means any of the following products or product components:

(1) jewelry;

(2) toys;

(3) cosmetics and personal care products;

(4) puzzles, board games, card games, and similar games;

(5) play sets and play structures;

(6) outdoor games;

(7) school supplies, except ink pens and mechanical pencils;

(8) pots and pans;

(9) cups, bowls, and other food containers;

(10) craft supplies and jewelry-making supplies;

(11) chalk, crayons, children's paints, and other art supplies except professional artist materials, including but not limited to oil-based paints, water-based paints, paints, pastels, pigments, ceramic glazes, markers, and encaustics;

(12) fidget spinners;

(13) costumes, costume accessories, and children's and seasonal party supplies;

(14) keys, key chains, and key rings; and

(15) clothing, footwear, headwear, and accessories.

(c) "Pastels" means a crayon composed of powdered pigments bonded with gum or resin.

Subd. 2. **Prohibition.** (a) A person must not import, manufacture, sell, hold for sale, or distribute or offer for use in this state any covered product containing:

(1) lead at more than 0.009 percent by total weight (90 parts per million); or

(2) cadmium at more than 0.0075 percent by total weight (75 parts per million).

(b) This section does not apply to:

(1) covered products containing lead or cadmium, or both, when regulation is preempted by federal law;

(2) covered products that contain lead only in solder used in internal components if:

(i) the product is not imported, manufactured, sold, held for sale, distributed, or offered for use in this state after July 1, 2028; and

(ii) the manufacturer of the product submits biennial reports to the commissioner of the Pollution Control Agency that explain the barriers to removing lead from the product, progress towards adoption of lead-free alternatives, and a timeline to fully adopt a lead-free alternative;

(3) keys that contain lead and are imported, manufactured, sold, held for sale, distributed, or offered for use in Minnesota before July 1, 2028;

(4) keys that contain lead equal to or less than 1.5 percent by total weight and are imported, manufactured, sold, held for sale, distributed, or offered for use in Minnesota after July 1, 2028; or

(5) pots and pans, if the pot or pan:

(i) is made of cast iron or steel;

(ii) has cadmium contained only in a vitreous enamel that does not come into contact with food; and

(iii) does not contain lead in concentration greater than the limit established in subdivision 2, paragraph (a).

Subd. 3. **Enforcement.** (a) The commissioners of the Pollution Control Agency, commerce, and health may coordinate to enforce this section. The commissioner of the Pollution Control Agency or commerce may, with the attorney general, enforce any federal restrictions on the sale of products containing lead or cadmium, or both, as allowed under federal law. The commissioner of the Pollution Control Agency may enforce this section under sections 115.071 and 116.072. The commissioner of commerce may enforce this section under sections 45.027, subdivisions 1 to 6; 325F.10 to 325F.12; and 325F.14 to 325F.16. The attorney general may enforce this section under section 8.31.

(b) When requested by the commissioner of the Pollution Control Agency, the commissioner of commerce, or the attorney general, a person must furnish to the commissioner or attorney general any information that the person may have or may reasonably obtain that is relevant to show compliance with this section.

History: *2023 c 60 art 3 s 24; 1Sp2025 c 4 art 7 s 27,28*

TELEPHONE ADVERTISING SERVICES

325E.39 TELEPHONE ADVERTISING SERVICES.

Subdivision 1. **Definition.** For purposes of this section, "telephone advertising service" means a service that enables advertisers to make recorded personal or other advertisements available to respondents by means of voice mail or another messaging device accessed by telephone. "Telephone advertising service" does not mean advertisements for telephone services or a newspaper or other medium of mass communication that publishes an advertisement for a telephone advertising service.

Subd. 2. **Verification and identification.** A person who operates a telephone advertising service in this state shall:

(1) verify the placement of an advertisement that includes the advertiser's telephone number or other information that enables respondents to identify and communicate directly with the advertiser by calling the listed number or otherwise communicating with the person identified as the advertiser to ensure that the person placed or consented to the placement of the advertisement; and

(2) in any advertising for the telephone advertising service, provide a business mailing address or business telephone number sufficient to enable persons to communicate with the business operation of the service.

History: *1992 c 377 s 2*

JUNK FAXES

325E.395 FACSIMILE TRANSMISSION OF UNSOLICITED ADVERTISING MATERIALS.

Subdivision 1. **Telephone number and address required; notice.** (a) A person conducting business in this state may not make or cause to be made a facsimile transmission of documents consisting of unsolicited advertising material for the lease, sale, rental, gift offer, or other disposition of property or services unless the person establishes a toll-free telephone number that a recipient of the unsolicited documents may call to notify the sender not to transmit to the recipient unsolicited documents.

(b) Unsolicited facsimile transmissions subject to this section must include a statement, in at least 9-point type, informing the recipient of the toll-free telephone number the recipient may call, and an address the recipient may write to, to notify the sender not to transmit to the recipient unsolicited documents to the facsimile number specified by the recipient.

(c) Upon receiving a request not to transmit unsolicited documents, no person or entity conducting business in this state may make or cause to be made any unsolicited facsimile transmissions of documents to the person making the request.

Subd. 2. **Exception.** This section does not apply to the transmission of documents by a telecommunications service provider to the extent that the telecommunications service provider merely provides transmission facilities.

Subd. 3. **Remedies and penalties.** A person who is found to have violated this section is subject to the penalties and remedies, including a private right of action, as provided in section 8.31.

History: *1993 c 197 s 1*

PETROLEUM-BASED SWEEPING COMPOUNDS

325E.40 SALE OF PETROLEUM-BASED SWEEPING COMPOUND PRODUCTS PROHIBITED.

Subdivision 1. **Prohibition.** A person may not offer for sale or sell any sweeping compound product that the person knows contains petroleum oil.

Subd. 2. **Labeling.** The manufacturer of sweeping compound that is to be sold in this state shall label the packaging for the compound to clearly indicate the type of oil contained in the compound.

Subd. 3. **Enforcement.** In addition to the enforcement mechanisms available for this chapter, the commissioner of the Pollution Control Agency may enforce this section under section 116.072.

History: *1992 c 593 art 1 s 36*

DECEPTIVE TRADE PRACTICES

325E.41 DECEPTIVE TRADE PRACTICES; ENVIRONMENTAL MARKETING CLAIMS.

Subdivision 1. **Adoption of federal guides.** (a) Environmental marketing claims made by a manufacturer, packager, wholesaler, or retailer for a product sold or offered for sale or distribution in this state, including those related to the product's packaging, must conform to the standards or be consistent with the examples contained in Code of Federal Regulations, title 16, part 260, "Guides for the Use of Environmental Marketing Claims" regarding general environmental benefits claims, claims that a product or package is degradable, compostable, recyclable, or contains recycled content, and claims relating to source reduction, refillability, or ozone safety.

(b) Paragraph (a) does not apply to an environmental claim unless the claim is made in an attempt to influence purchasing decisions by end users of the product.

Subd. 2. **Investigation; enforcement.** A person who violates this section is subject to the penalties and remedies in section 8.31.

History: *1996 c 359 s 2*

325E.42 DECEPTIVE TRADE PRACTICES; GAMBLING ADVERTISING AND MARKETING CLAIMS.

Subdivision 1. **Regulation.** All advertising or marketing materials relating to the conduct of any form of legal gambling in Minnesota, including informational or promotional materials, must:

(1) be sufficiently clear to prevent deception; and

(2) not overstate expressly, or by implication, the attributes or benefits of participating in legal gambling.

Subd. 2. **Attorney general's actions.** The attorney general may bring an action against any person violating this section in accordance with section 8.31, except that no private action is permitted to redress or correct a violation of this section.

Subd. 3. **Advertising media excluded.** This section applies to actions of the owner, publisher, agent, or employee of newspapers, magazines, other printed matter, or radio or television stations or other advertising media used for the publication or dissemination of an advertisement or marketing materials, only if the owner, publisher, agent, or employee has been personally served with a certified copy of a court order or consent judgment or agreement prohibiting the publication of particular gambling advertising or marketing materials and thereafter publishes such materials.

History: *1994 c 633 art 8 s 2*

325E.491 DEFINITIONS.

Subdivision 1. **Terms.** For the purpose of section 325E.492, the terms defined in this section have the meanings given.

Subd. 2. **Performing group.** "Performing group" means a vocal or instrumental group seeking to use the name of another group that has previously released a commercial sound recording under that name.

Subd. 3. **Recording group.** "Recording group" means a vocal or instrumental group at least one of whose members has previously released a commercial sound recording under that group's name and in which the member or members have a legal right by virtue of use or operation under the group name without having abandoned the name or affiliation with the group.

Subd. 4. **Sound recording.** "Sound recording" means a work that results from the fixation on a material object of a series of musical, spoken, or other sounds regardless of the nature of the material object, such as a disk, tape, or other phono-record, in which the sounds are embodied.

History: *2008 c 191 s 1*

325E.492 PRODUCTION.

It shall be unlawful for any person to advertise or conduct a live musical performance or production in this state through the use of a false, deceptive, or misleading affiliation, connection, or association between a performing group and a recording group. This section does not apply if any of the following apply:

(1) the performing group is the authorized registrant and owner of a federal service mark for that group registered in the United States Patent and Trademark Office;

(2) at least one member of the performing group was a member of the recording group and has a legal right by virtue of use or operation under the group name without having abandoned the name or affiliation with the group;

(3) the live musical performance or production is identified in all advertising and promotion as a salute or tribute;

(4) the advertising does not relate to a live musical performance or production taking place in this state; or

(5) the performance or production is expressly authorized by the recording group.

History: *2008 c 191 s 2*

ENFORCEMENT OF MUSICAL WORKS COPYRIGHT LICENSES

325E.50 DEFINITIONS.

Subdivision 1. **Terms.** For purposes of sections 325E.50 to 325E.57, the terms defined in this section have the meanings given them.

Subd. 2. **Copyright owner.** "Copyright owner" means the owner of a copyright of a nondramatic musical work recognized and enforceable under the copyright laws of the United States under United States Code, title 17, sections 101 to 810.

Subd. 3. **Performing rights society.** "Performing rights society" means an association, corporation, or other entity that licenses the public performance of nondramatic musical works on behalf of copyright owners, such as the American Society of Composers, Authors, and Publishers (ASCAP); Broadcast Music, Inc. (BMI); and SESAC, Inc.

Subd. 4. **Proprietor.** "Proprietor" means the owner of a retail establishment, office, restaurant, inn, bar, tavern, or any other similar establishment or place of business located in this state in which the public may assemble and in which nondramatic musical works may be performed, broadcast, or otherwise transmitted.

Subd. 5. **Royalty or royalties.** "Royalty" or "royalties" means the license fees payable by a proprietor to a performing rights society for the public performance of nondramatic musical works.

History: *1996 c 336 s 1*

325E.51 LICENSING NEGOTIATIONS.

No performing rights society shall enter into, or offer to enter into, a contract for the payment of royalties by a proprietor unless at the time of the offer, or any time thereafter, but no later than 72 hours prior to the execution of that contract, it provides to the proprietor, in writing, the following:

(1) a schedule of the rates and terms of royalties under the contract;

(2) upon the request of the proprietor, the opportunity to review the most current available list of the members or affiliates represented by the society; and

(3) notice that it will make available, upon written request of any proprietor, at the sole expense of the proprietor, the most current available listing of the copyrighted musical works in the performing rights society's repertory, provided that the notice shall specify the means by which the information can be secured.

History: *1996 c 336 s 2*

325E.52 ROYALTY CONTRACT REQUIREMENTS.

Every contract for the payment of royalties between a proprietor and a performing rights society executed in this state must be in writing and signed by the parties and must include, at a minimum, the following information:

(1) the proprietor's name and business address and the name and location of each place of business to which the contract applies;

(2) the name of the performing rights society;

(3) the duration of the contract; and

(4) the schedule of rates and terms of the royalties to be collected under the contract, including any sliding scale or schedule for any increase or decrease of rates for the duration of the contract.

History: *1996 c 336 s 3*

325E.53 IMPROPER LICENSING PRACTICES.

No performing rights society or any agent or employee of a performing rights society shall: (1) collect, or attempt to collect, from a proprietor licensed by that performing rights society, a royalty payment except as provided in a contract executed pursuant to sections 325E.50 to 325E.57; or (2) enter into the premises of a proprietor's business for the purpose of discussing a contract for payment of royalties for the use of copyrighted works by that proprietor without first showing personal identification to the proprietor or the proprietor's employees and disclosing that the agent is acting on behalf of the performing rights society and disclosing the purpose of this discussion.

History: *1986 c 444; 1996 c 336 s 4*

325E.54 INVESTIGATION.

Nothing in sections 325E.50 to 325E.57 shall be construed to prohibit a performing rights society from conducting investigations to determine the existence of music use by a proprietor or informing a proprietor of the proprietor's obligation under the federal copyright law, United States Code, title 17.

History: *1996 c 336 s 5*

325E.55 REMEDIES.

A person who suffers a violation of sections 325E.50 to 325E.57 may bring an action to recover actual damages and reasonable attorney's fees and seek an injunction or any other available remedy.

History: *1996 c 336 s 6*

325E.56 REMEDIES CUMULATIVE.

The rights, remedies, and prohibitions contained in sections 325E.50 to 325E.57 are in addition to and cumulative of any other right, remedy, or prohibition accorded by common law, or state or federal law. Nothing contained in sections 325E.50 to 325E.57 shall be construed to deny, abrogate, or impair any such common law or statutory right, remedy, or prohibition.

History: *1996 c 336 s 7*

325E.57 EXCEPTIONS.

Sections 325E.50 to 325E.57 do not apply to contracts between copyright owners or performing rights societies and broadcasters licensed by the Federal Communications Commission, or to contracts with cable operators, programmers, or other transmission services. Sections 325E.50 to 325E.57 do not apply to musical works performed in synchronization with an audio/visual film or tape, or to the gathering of information for determination of compliance with or activities related to the enforcement of sections 325E.169 to 325E.201.

History: *1996 c 336 s 8*

325E.58 MS 2006 [Renumbered 326B.865]

USE OF SOCIAL SECURITY NUMBERS

325E.59 USE OF SOCIAL SECURITY NUMBERS.

Subdivision 1. **Generally.** (a) A person or entity, not including a government entity, may not do any of the following:

(1) publicly post or publicly display in any manner an individual's Social Security number. "Publicly post" or "publicly display" means to intentionally communicate or otherwise make available to the general public;

(2) print an individual's Social Security number on any card required for the individual to access products or services provided by the person or entity;

(3) require an individual to transmit the individual's Social Security number over the Internet, unless the connection is secure or the Social Security number is encrypted, except as required by titles XVIII and XIX of the Social Security Act and by Code of Federal Regulations, title 42, section 483.20;

(4) require an individual to use the individual's Social Security number to access an Internet website, unless a password or unique personal identification number or other authentication device is also required to access the Internet website;

(5) print a number that the person or entity knows to be an individual's Social Security number on any materials that are mailed to the individual, unless state or federal law requires the Social Security number to be on the document to be mailed. If, in connection with a transaction involving or otherwise relating to an individual, a person or entity receives a number from a third party, that person or entity is under no duty to inquire or otherwise determine whether the number is or includes that individual's Social Security number and may print that number on materials mailed to the individual, unless the person or entity receiving the number has actual knowledge that the number is or includes the individual's Social Security number;

(6) assign or use a number as the primary account identifier that is identical to or incorporates an individual's complete Social Security number, except in conjunction with an employee or member retirement or benefit plan or human resource or payroll administration; or

(7) sell Social Security numbers obtained from individuals in the course of business.

(b) For purposes of paragraph (a), clause (7), "sell" does not include the release of an individual's Social Security number if the release of the Social Security number is incidental to a larger transaction and is necessary to identify the individual in order to accomplish a legitimate business purpose. The release of a Social Security number for the purpose of marketing is not a legitimate business purpose under this paragraph.

(c) Notwithstanding paragraph (a), clauses (1) to (5), Social Security numbers may be included in applications and forms sent by mail, including documents sent as part of an application or enrollment process, or to establish, amend, or terminate an account, contract, or policy, or to confirm the accuracy of the Social Security number. Nothing in this paragraph authorizes inclusion of a Social Security number on the outside of a mailing or in the bulk mailing of a credit card solicitation offer.

(d) A person or entity, not including a government entity, must restrict access to individual Social Security numbers it holds so that only its employees, agents, or contractors who require access to records containing the numbers in order to perform their job duties have access to the numbers, except as required by titles XVIII and XIX of the Social Security Act and by Code of Federal Regulations, title 42, section 483.20.

(e) This section applies only to the use of Social Security numbers on or after July 1, 2008.

Subd. 2. [Repealed, 2007 c 129 s 58]

Subd. 3. **Coordination with other law.** This section does not prevent:

(1) the collection, use, or release of a Social Security number as required by state or federal law;

(2) the collection, use, or release of a Social Security number for a purpose specifically authorized or specifically allowed by a state or federal law that includes restrictions on the use and release of information on individuals that would apply to Social Security numbers; or

(3) the use of a Social Security number for internal verification or administrative purposes.

Subd. 4. **Public records.** This section does not apply to documents that are recorded or required to be open to the public under chapter 13 or by other law.

Subd. 5. **Definitions.** For purposes of this section, "government entity" has the meaning given in section 13.02, subdivision 7a, but does not include the Minnesota State Colleges and Universities or the University of Minnesota.

History: *2005 c 163 s 85; 2006 c 253 s 19; 2007 c 129 s 55,57; 2008 c 333 s 1,2*

RESTROOM ACCESS

325E.60 RESTROOM ACCESS.

Subdivision 1. **Short title.** This section may be cited as the "Restroom Access Act."

Subd. 2. **Definitions.** For purposes of this section:

(a) "Customer" means an individual who is lawfully on the premises of a retail establishment.

(b) "Eligible medical condition" means Crohn's disease, ulcerative colitis, any other inflammatory bowel disease, irritable bowel syndrome, or any other medical condition that requires immediate access to a restroom facility.

(c) "Retail establishment" means a place of business open to the general public for the sale of goods or services. Retail establishment does not include a filling station or service station with a structure of 800 square feet or less that has an employee restroom facility located within that structure.

Subd. 3. **Retail establishment; customer access to restroom facilities.** A retail establishment that has a restroom facility for its employees shall allow a customer to use that facility during normal business hours if the restroom facility is reasonably safe and all of the following conditions are met:

(1) the customer requesting the use of the employee restroom facility suffers from an eligible medical condition or uses an ostomy device, provided that the existence of the condition or device is documented in writing by the customer's physician or a nonprofit organization whose purpose includes serving individuals who suffer from the condition;

(2) three or more employees of the retail establishment are working at the time the customer requests use of the employee restroom facility;

(3) the retail establishment does not normally make a restroom available to the public;

(4) the employee restroom facility is not located in an area where providing access would create an obvious health or safety risk to the customer or an obvious security risk to the establishment; and

(5) a public restroom is not immediately accessible to the customer.

Subd. 4. **Liability.** (a) A retail establishment or an employee of a retail establishment is not civilly liable for an act or omission in allowing a customer who claims to have an eligible medical condition to use an employee restroom facility that is not a public restroom if the act or omission:

(1) is not negligent;

(2) occurs in an area of the retail establishment that is not accessible to the public; and

(3) results in an injury to or death of the customer or an individual other than an employee accompanying the customer.

(b) This section does not require a retail establishment to make any physical changes to an employee restroom facility.

Subd. 5. **Violation.** For a first violation of this section, the city or county attorney shall issue a warning letter to the retail establishment or employee informing the establishment or employee of the requirements of this section. A retail establishment or an employee of a retail establishment that violates this section after receiving a warning letter is guilty of a petty misdemeanor. The fine for a first offense must not exceed $50.

History: *2007 c 135 art 2 s 31*

DATA WAREHOUSES; DISCLOSURE OF PERSONAL INFORMATION

325E.61 DATA WAREHOUSES; NOTICE REQUIRED FOR CERTAIN DISCLOSURES.

Subdivision 1. **Disclosure of personal information; notice required.** (a) Any person or business that conducts business in this state, and that owns or licenses data that includes personal information, shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of this state whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure must be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, as provided in paragraph (c), or with any measures necessary to determine the scope of the breach, identify the individuals affected, and restore the reasonable integrity of the data system.

(b) Any person or business that maintains data that includes personal information that the person or business does not own shall notify the owner or licensee of the information of any breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

(c) The notification required by this section and section 13.055, subdivision 6, may be delayed to a date certain if a law enforcement agency affirmatively determines that the notification will impede a criminal investigation.

(d) For purposes of this section and section 13.055, subdivision 6, "breach of the security of the system" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business. Good faith acquisition of personal information by an employee or agent of the person or business for the purposes of the person or business is not a breach of the security system, provided that the personal information is not used or subject to further unauthorized disclosure.

(e) For purposes of this section and section 13.055, subdivision 6, "personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when the data element is not secured by encryption or another method of technology that makes electronic data unreadable or unusable, or was secured and the encryption key, password, or other means necessary for reading or using the data was also acquired:

(1) Social Security number;

(2) driver's license number or Minnesota identification card number; or

(3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

(f) For purposes of this section and section 13.055, subdivision 6, "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

(g) For purposes of this section and section 13.055, subdivision 6, "notice" may be provided by one of the following methods:

(1) written notice to the most recent available address the person or business has in its records;

(2) electronic notice, if the person's primary method of communication with the individual is by electronic means, or if the notice provided is consistent with the provisions regarding electronic records and signatures in United States Code, title 15, section 7001; or

(3) substitute notice, if the person or business demonstrates that the cost of providing notice would exceed $250,000, or that the affected class of subject persons to be notified exceeds 500,000, or the person or business does not have sufficient contact information. Substitute notice must consist of all of the following:

(i) email notice when the person or business has an email address for the subject persons;

(ii) conspicuous posting of the notice on the website page of the person or business, if the person or business maintains one; and

(iii) notification to major statewide media.

(h) Notwithstanding paragraph (g), a person or business that maintains its own notification procedures as part of an information security policy for the treatment of personal information and is otherwise consistent with the timing requirements of this section and section 13.055, subdivision 6, shall be deemed to be in compliance with the notification requirements of this section and section 13.055, subdivision 6, if the person or business notifies subject persons in accordance with its policies in the event of a breach of security of the system.

Subd. 2. **Coordination with consumer reporting agencies.** If a person discovers circumstances requiring notification under this section and section 13.055, subdivision 6, of more than 500 persons at one time, the person shall also notify, within 48 hours, all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis, as defined by United States Code, title 15, section 1681a, of the timing, distribution, and content of the notices.

Subd. 3. **Waiver prohibited.** Any waiver of the provisions of this section and section 13.055, subdivision 6, is contrary to public policy and is void and unenforceable.

Subd. 4. **Exemption.** This section and section 13.055, subdivision 6, do not apply to any "financial institution" as defined by United States Code, title 15, section 6809(3).

Subd. 5. [Renumbered 13.055, subd 6]

Subd. 6. **Remedies and enforcement.** The attorney general shall enforce this section and section 13.055, subdivision 6, under section 8.31.

History: *2005 c 167 s 1; 2006 c 212 art 1 s 17,24; 2006 c 233 s 7,8*

CREDIT ISSUED TO MINORS

325E.63 CREDIT ISSUED TO MINORS.

Subdivision 1. **Definitions.** (a) For purposes of this section, the terms defined in this subdivision have the meanings given them.

(b) "Credit" means the right granted to a borrower to defer payment of a debt, to incur debt and defer its payment, or to purchase property or services and defer payment. Credit does not include an overdraft from a person's deposit account, whether through a check, ATM withdrawal, debit card, or otherwise, that is not pursuant to a written agreement to pay overdrafts with the right to defer payment of them.

(c) "Creditor" means a person or entity doing business in this state.

(d) "Guardian" means a guardian as defined under section 524.5-102, subdivision 5.

(e) "Minor" means an individual under the age of 18 years.

(f) "Parent" means a person who has legal and physical custody of a child.

Subd. 2. **Prohibition on offering credit to minors.** No creditor shall knowingly offer or provide credit to a minor except at the request of the parent or guardian of the minor, until the minor reaches the age of 18 years.

History: *2006 c 233 s 9*

ACCESS DEVICES

325E.64 ACCESS DEVICES; BREACH OF SECURITY.

Subdivision 1. **Definitions.** (a) For purposes of this section, the terms defined in this subdivision have the meanings given them.

(b) "Access device" means a card issued by a financial institution that contains a magnetic stripe, microprocessor chip, or other means for storage of information which includes, but is not limited to, a credit card, debit card, or stored value card.

(c) "Breach of the security of the system" has the meaning given in section 325E.61, subdivision 1, paragraph (d).

(d) "Card security code" means the three-digit or four-digit value printed on an access device or contained in the microprocessor chip or magnetic stripe of an access device which is used to validate access device information during the authorization process.

(e) "Financial institution" means any office of a bank, bank and trust, trust company with banking powers, savings bank, industrial loan company, savings association, credit union, or regulated lender.

(f) "Microprocessor chip data" means the data contained in the microprocessor chip of an access device.

(g) "Magnetic stripe data" means the data contained in the magnetic stripe of an access device.

(h) "PIN" means a personal identification code that identifies the cardholder.

(i) "PIN verification code number" means the data used to verify cardholder identity when a PIN is used in a transaction.

(j) "Service provider" means a person or entity that stores, processes, or transmits access device data on behalf of another person or entity.

Subd. 2. **Security or identification information; retention prohibited.** No person or entity conducting business in Minnesota that accepts an access device in connection with a transaction shall retain the card security code data, the PIN verification code number, or the full contents of any track of magnetic stripe data, subsequent to the authorization of the transaction or in the case of a PIN debit transaction, subsequent to 48 hours after authorization of the transaction. A person or entity is in violation of this section if its service provider retains such data subsequent to the authorization of the transaction or in the case of a PIN debit transaction, subsequent to 48 hours after authorization of the transaction.

Subd. 3. **Liability.** Whenever there is a breach of the security of the system of a person or entity that has violated this section, or that person's or entity's service provider, that person or entity shall reimburse the financial institution that issued any access devices affected by the breach for the costs of reasonable actions undertaken by the financial institution as a result of the breach in order to protect the information of its cardholders or to continue to provide services to cardholders, including but not limited to, any cost incurred in connection with:

(1) the cancellation or reissuance of any access device affected by the breach;

(2) the closure of any deposit, transaction, share draft, or other accounts affected by the breach and any action to stop payments or block transactions with respect to the accounts;

(3) the opening or reopening of any deposit, transaction, share draft, or other accounts affected by the breach;

(4) any refund or credit made to a cardholder to cover the cost of any unauthorized transaction relating to the breach; and

(5) the notification of cardholders affected by the breach.

The financial institution is also entitled to recover costs for damages paid by the financial institution to cardholders injured by a breach of the security of the system of a person or entity that has violated this section. Costs do not include any amounts recovered from a credit card company by a financial institution. The remedies under this subdivision are cumulative and do not restrict any other right or remedy otherwise available to the financial institution.

History: *2007 c 108 s 1*

SALE OF AMERICAN FLAGS

325E.65 SALE OF AMERICAN FLAGS.

No person in the business of offering goods at retail may sell or offer for sale in this state an American flag unless the flag was manufactured in the United States of America.

History: *2007 c 135 art 8 s 2*

RESIDENTIAL CONTRACTING INSURANCE CLAIMS

325E.66 INSURANCE CLAIMS FOR RESIDENTIAL CONTRACTING GOODS AND SERVICES.

Subdivision 1. **Residential contractor; prohibited insurance practices.** (a) A residential contractor providing home repair or improvement services to be paid by an insured from the proceeds of a property or casualty insurance policy shall not:

(1) as an inducement to the sale or provision of goods or services to an insured, advertise or promise to pay, directly or indirectly, all or part of any applicable insurance deductible or offer to compensate an insured for providing any service to the insured. The prohibition under this clause includes but is not limited to offering compensation in exchange for:

(i) allowing the residential contractor to conduct an inspection of the covered property;

(ii) making an insurance claim for damage to the covered property; or

(iii) referring the residential contractor's services to others when insurance proceeds are payable;

(2) provide an insured with an agreement authorizing repairs without also providing a good faith estimate of the itemized and detailed cost of services and materials undertaken pursuant to a property and casualty claim; or

(3) interpret policy provisions or advise an insured regarding coverages or duties under the insured's policy, or adjust a property insurance claim on behalf of the insured, unless the contractor has a license as a public adjuster under chapter 72B.

(b) If a residential contractor violates this section, the insurer to whom the insured tendered the claim shall not be obligated to consider the estimate prepared by the residential contractor. The residential contractor must provide a written notification of the requirements of this section with its initial estimate. The adjuster or insurer must provide a written notification of the requirements of this section in the initial estimate relating to the claim.

(c) For purposes of this section, "residential contractor" means a residential roofer, as defined in section 326B.802, subdivision 14; a residential building contractor, as defined in section 326B.802, subdivision 11; and a residential remodeler, as defined in section 326B.802, subdivision 12.

Subd. 2. **Private remedy.** If a residential contractor violates subdivision 1, the insured or the applicable insurer may bring an action against the residential contractor in a court of competent jurisdiction for damages sustained by the insured or insurer as a consequence of the residential contractor's violation.

Subd. 3. **Public enforcement.** The commissioner of labor and industry shall enforce this section under sections 326B.081 to 326B.085.

History: *2010 c 324 s 1; 2011 c 63 s 1; 2012 c 248 s 1; 2018 c 209 s 1; 2024 c 114 art 1 s 14*

325E.67 POST-LOSS ASSIGNMENT OF BENEFITS.

Subdivision 1. **Definitions.** (a) For purposes of this section, the terms in this subdivision have the meanings given.

(b) "Residential contractor" means a residential roofer, as defined in section 326B.802, subdivision 14; a residential building contractor, as defined in section 326B.802, subdivision 11; or a residential remodeler, as defined in section 326B.802, subdivision 12.

(c) "Residential real estate" means a new or existing building, including appurtenant structures, constructed for habitation by at least one family but no more than four families.

Subd. 2. **Post-loss assignment.** A post-loss assignment of rights or benefits to a residential contractor under a property and casualty insurance policy insuring residential real estate must comply with the following:

(1) the assignment must only authorize a residential contractor to be named as a copayee for the payment of benefits under a property and casualty insurance policy covering residential real estate;

(2) the assignment must include all of the following:

(i) an itemized description of the work to be performed;

(ii) an itemized description of materials, labor, and fees for the work to be performed; and

(iii) a total itemized amount to be paid for the work to be performed;

(3) the assignment must include a statement that the residential contractor has made no assurances that the claimed loss is fully covered by an insurance contract and must include the following notice in capitalized 14-point type:

"YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY. THE ITEMIZED DESCRIPTION OF THE WORK PERFORMED, AS SET FORTH IN THIS ASSIGNMENT FORM, HAS NOT BEEN AGREED TO BY THE INSURER. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE

REASONABLE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.";

(4) the named insured has the right to cancel the assignment within ten business days after receipt of the scope of work by the insurance company. The cancellation must be made in writing or a comparable digital format. Within ten business days of the date of the written cancellation, the residential contractor must tender to the named insured, the landowner, or the possessor of the real estate any payments, partial payments, or deposits that have been made by that person;

(5) the assignment must include the following notice in capitalized 14-point type, located in the immediate proximity of the space reserved in the assignment for the signature of the named insured:

"YOU MAY CANCEL THIS ASSIGNMENT WITHOUT PENALTY WITHIN TEN (10) BUSINESS DAYS FROM THE LATER OF THE DATE THE ASSIGNMENT IS EXECUTED OR THE DATE ON WHICH YOU RECEIVE A COPY OF THE EXECUTED ASSIGNMENT. YOU MUST CANCEL THE ASSIGNMENT IN WRITING AND THE CANCELLATION MUST BE DELIVERED TO [insert the name and address of residential contractor as provided by the residential contractor]. IF MAILED, THE CANCELLATION MUST BE POSTMARKED ON OR BEFORE THE TEN (10) BUSINESS DAY DEADLINE. IF YOU CANCEL THIS ASSIGNMENT, THE RESIDENTIAL CONTRACTOR HAS UP TO TEN (10) BUSINESS DAYS TO RETURN ANY PAYMENTS OR DEPOSITS YOU HAVE MADE.";

(6) the assignment must not impair the interests of a mortgagee or other parties with any legal interests listed on the declarations page of the property and casualty insurance policy that is the subject of the assignment; and

(7) the assignment must not prevent or inhibit an insurer from communicating with the named insured or mortgagee listed on the declarations page of the property and casualty insurance policy that is the subject of the assignment.

Subd. 3. **Other requirements.** A residential contractor receiving the assignment described in subdivision 2 must:

(1) deliver a copy of the assignment to the insurer of the residential real estate within five business days of the date the assignment is executed;

(2) cooperate with the insurer of the residential real estate in an investigation into the claim by providing documents and records requested by the insurer and complying with the post-loss duties under the insurance policy; and

(3) comply with section 325E.66.

Subd. 4. **Certain assignments void.** A post-loss assignment of benefits entered into with a residential contractor that violates any provision of the federal Insured Homeowner's Protection Act of 1998, Public Law 105-216, as amended, is void.

History: *2023 c 57 art 4 s 10*

ESTATE SALE CONDUCTORS

325E.70 ESTATE SALE CONDUCTORS; BONDING REQUIRED.

Subdivision 1. **Definitions.** (a) For purposes of this section, the terms defined in this subdivision have the meanings given.

(b) "Estate sale" means a sale, to which the public is invited, of physical assets, suited primarily for household or personal use, owned by one or more individuals or families, or by the estate of a deceased individual. Estate sale does not include an auction.

(c) "Estate sale conductor" means an individual, including an auctioneer, who conducts, or contracts to conduct, an estate sale in the expectation or hope of receiving financial compensation for services rendered.

(d) "Conducts an estate sale" means entering into and performing an agreement with the owner or owners of property to be sold at an estate sale, in which agreement the estate sale conductor undertakes to take responsibility for conducting the sale, including functions such as advice, advertising, pricing, display of merchandise, selling, receiving and accounting for payments, and record-keeping.

Subd. 2. **Estate sale conductor bonding requirement.** (a) Before entering into an agreement to conduct an estate sale, the estate sale conductor shall give or previously have filed a corporate surety bond to the county in which the estate sale will take place, or in which the estate sale conductor resides, in a penal sum of at least $20,000, conditioned that the estate sale conductor will pay all sums required by law or contract and in all things conform to the contract and to all laws relevant to the estate sale or to persons who conduct estate sales. The county treasurer, for approval, shall endorse the bond and file it in the county treasurer's office.

(b) Paragraph (a) applies to an auctioneer who conducts an estate sale, on the same basis as any other estate sale conductor, regardless of whether the auctioneer has also posted the bond required under section 330.02 for the auctioneer's sales conducted as an auctioneer.

Subd. 3. **Exemption.** This section shall not apply to licensed certified public accountants or licensed attorneys.

History: *2013 c 60 s 1*

325E.72 DIGITAL FAIR REPAIR.

Subdivision 1. **Short title.** This section may be cited as the "Digital Fair Repair Act."

Subd. 2. **Definitions.** (a) For the purposes of this section, the following terms have the meanings given.

(b) "Authorized repair provider" means an individual or business who is unaffiliated with an original equipment manufacturer and who has: (1) an arrangement with the original equipment manufacturer, for a definite or indefinite period, under which the original equipment manufacturer grants to the individual or business a license to use a trade name, service mark, or other proprietary identifier to offer diagnostic, maintenance, or repair services for digital electronic equipment under the name of the original equipment manufacturer; or (2) an arrangement with the original equipment manufacturer to offer diagnostic, maintenance, or repair services for digital electronic equipment on behalf of the original equipment manufacturer. An original equipment manufacturer that offers diagnostic, maintenance, or repair services for the original equipment manufacturer's digital electronic equipment is considered an authorized repair provider with respect to the digital electronic equipment if the original equipment manufacturer does not have an arrangement described in this paragraph with an unaffiliated individual or business.

(c) "Contractor" has the meaning given in section 326B.31, subdivision 14.

(d) "Cybersecurity" means the practice of protecting networks, devices, and data from unauthorized access or criminal use and the practice of ensuring the confidentiality, integrity, and availability of information.

(e) "Digital electronic equipment" or "equipment" means any hardware product that depends, in whole or in part, on digital electronics embedded in or attached to the product in order for the product to function, for which the original equipment manufacturer makes available tools, parts, or documentation to authorized repair providers.

(f) "Documentation" means a manual, diagram, reporting output, service code description, schematic diagram, or similar information made available by an original equipment manufacturer to an authorized repair provider to facilitate diagnostic, maintenance, or repair services for digital electronic equipment.

(g) "Embedded software" means any programmable instructions provided on firmware delivered with digital electronic equipment, or with a part for the equipment, in order to operate the equipment. Embedded software includes all relevant patches and fixes made by the manufacturer of the equipment or part in order to operate the equipment.

(h) "Fair and reasonable terms" means, with respect to:

(1) parts for digital electronic equipment offered by an original equipment manufacturer:

(i) costs that are fair to both parties; and

(ii) terms under which an original equipment manufacturer offers the part to an authorized repair provider and which:

(A) is not conditioned on or imposing a substantial obligation to use or restrict the use of the part to diagnose, maintain, or repair digital electronic equipment sold, leased, or otherwise supplied by the original equipment manufacturer, including a condition that the owner or independent repair provider become an authorized repair provider of the original equipment manufacturer; or

(B) a requirement that a part be registered, paired with, or approved by the original equipment manufacturer or an authorized repair provider before the part is operational or prohibit an original equipment manufacturer from imposing any additional cost or burden that is not reasonably necessary or is designed to be an impediment on the owner or independent repair provider;

(2) tools, software, and documentation for digital electronic equipment offered by an original equipment manufacturer:

(i) costs that are equivalent to the lowest actual cost for which the original equipment manufacturer offers the tool, software, or documentation to an authorized repair provider, including any discount, rebate, or other financial incentive offered to an authorized repair provider; and

(ii) terms that are equivalent to the most favorable terms under which an original equipment manufacturer offers the tool, software, or documentation to an authorized repair provider, including the methods and timeliness of delivery of the tool, software, or documentation, do not impose on an owner or an independent repair provider:

(A) a substantial obligation to use or restrict the use of the tool, software, or documentation to diagnose, maintain, or repair digital electronic equipment sold, leased, or otherwise supplied by the original equipment

manufacturer, including a condition that the owner or independent repair provider become an authorized repair provider of the original equipment manufacturer; or

(B) a requirement that a tool be registered, paired with, or approved by the original equipment manufacturer or an authorized repair provider before the part or tool is operational; and

(3) documentation offered by an original equipment manufacturer: that the documentation is made available by the original equipment manufacturer at no charge, except that when the documentation is requested in physical printed form, a charge may be included for the reasonable actual costs of preparing and sending the copy.

(i) "Independent repair provider" means an individual or business operating in Minnesota that: (1) does not have an arrangement described in paragraph (b) with an original equipment manufacturer; (2) is not affiliated with any individual or business that has an arrangement described in paragraph (b); and (3) is engaged in providing diagnostic, maintenance, or repair services for digital electronic equipment. An original equipment manufacturer or, with respect to the original equipment manufacturer, an individual or business that has an arrangement with the original equipment manufacturer or is affiliated with an individual or business that has an arrangement with that original equipment manufacturer, is considered an independent repair provider for purposes of the instances the original equipment manufacturer engages in diagnostic, maintenance, or repair services for digital electronic equipment that is not manufactured by or sold under the name of the original equipment manufacturer.

(j) "Manufacturer of motor vehicle equipment" means a business engaged in the business of manufacturing or supplying components used to manufacture, maintain, or repair a motor vehicle.

(k) "Motor vehicle" means a vehicle that is: (1) designed to transport persons or property on a street or highway; and (2) certified by the manufacturer under (i) all applicable federal safety and emissions standards, and (ii) all requirements for distribution and sale in the United States. Motor vehicle does not include a recreational vehicle or an auto home equipped for habitation.

(l) "Motor vehicle dealer" means an individual or business that, in the ordinary course of business: (1) is engaged in the business of selling or leasing new motor vehicles to an individual or business pursuant to a franchise agreement; (2) has obtained a license under section 168.27; and (3) is engaged in providing diagnostic, maintenance, or repair services for motor vehicles or motor vehicle engines pursuant to a franchise agreement.

(m) "Motor vehicle manufacturer" means a business engaged in the business of manufacturing or assembling new motor vehicles.

(n) "Original equipment manufacturer" means any individual or business that, in the normal course of business, is engaged in the business of selling or leasing to any individual or business new digital electronic equipment manufactured by or on behalf of the original equipment manufacturer.

(o) "Owner" means an individual or business that owns or leases digital electronic equipment purchased or used in Minnesota.

(p) "Part" means any replacement part or assembly of parts, either new or used, made available by an original equipment manufacturer to authorized repair providers to facilitate the maintenance or repair of digital electronic equipment manufactured or sold by the original equipment manufacturer.

(q) "Personally identifiable information" means any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.

(r) "Tool" means any software program, hardware implement, or other apparatus used for diagnosis, maintenance, or repair of digital electronic equipment, including software or other mechanisms that provide, program, pair a part, calibrate functionality, or perform any other function required to repair the original equipment or part back to fully functional condition, including updates.

(s) "Trade secret" has the meaning given in section 325C.01, subdivision 5.

(t) "Video game console" means a computing device, such as a console machine, a handheld console device, or another device or system, and its components and peripherals, that is primarily used by consumers for playing video games but which is neither a general nor an all-purpose computer. A general or all-purpose computer includes but is not limited to a desktop computer, laptop, tablet, or cell phone.

Subd. 3. **Requirements.** (a) For digital electronic equipment and parts for the equipment sold or used in Minnesota, an original equipment manufacturer must make available to any independent repair provider or to the owner of digital electronic equipment manufactured by or on behalf of, or sold by, the original equipment manufacturer, on fair and reasonable terms, documentation, parts, and tools, inclusive of any updates to information or embedded software, for diagnostic, maintenance, or repair purposes. Nothing in this section requires an original equipment manufacturer to make available a part, tools, or documentation if it is no longer available to the original equipment manufacturer.

(b) Such parts, tools, and documentation shall be made available within 60 days after the first sale of the digital electronic equipment in Minnesota.

Subd. 4. **Enforcement by attorney general.** A violation of this section is an unlawful practice under section 325D.44. All remedies, penalties, and authority granted to the attorney general under section 8.31 are available to the attorney general to enforce this section.

Subd. 5. **Limitations.** (a) Nothing in this section requires an original equipment manufacturer to divulge a trade secret or license any intellectual property to an owner or an independent service provider, except as necessary to provide documentation, parts, and tools on fair and reasonable terms.

(b) Nothing in this section alters the terms of any arrangement described in subdivision 2, paragraph (b), including but not limited to the performance or provision of warranty or recall repair work by an authorized repair provider on behalf of an original equipment manufacturer pursuant to the arrangement, in force between an authorized repair provider and an original equipment manufacturer. A provision in the terms of an arrangement described in subdivision 2, paragraph (b), that purports to waive, avoid, restrict, or limit the original equipment manufacturer's obligations to comply with this section is void and unenforceable.

(c) Nothing in this section requires an original equipment manufacturer or an authorized repair provider to provide to an owner or independent repair provider access to information, other than documentation, that is provided by the original equipment manufacturer to an authorized repair provider pursuant to the terms of an arrangement described in subdivision 2, paragraph (b).

(d) Nothing in this section requires an original equipment manufacturer or authorized repair provider to make available any parts, tools, or documentation for the purpose of making modifications to any digital electronic equipment.

(e) Nothing in this section shall be construed to require the original equipment manufacturer to sell service parts if the service parts are no longer provided by the original equipment manufacturer or made available to authorized repair providers of the original equipment manufacturer.

(f) Nothing in this section shall require an original manufacturer to make available special documentation, tools, and parts that would disable or override antitheft security measures set by the owner of the equipment without the owner's authorization.

(g) Nothing in this section shall apply if the original equipment manufacturer provides equivalent or better, readily available replacement equipment at no charge to the customer.

(h) Nothing in this section requires the original manufacturer to provide access to parts, tools, or documentation for work that is required to be done or supervised by an individual or contractor licensed under chapter 326B or with any individual or contractor who does not possess the relevant license required for that work.

Subd. 6. **Exclusions.** (a) Nothing in this section applies to: (1) a motor vehicle manufacturer, manufacturer of motor vehicle equipment, or motor vehicle dealer acting in that capacity; or (2) any product or service of a motor vehicle manufacturer, manufacturer of motor vehicle equipment, or motor vehicle dealer acting in that capacity.

(b) Nothing in this section applies to manufacturers or distributors of a medical device as defined in the Federal Food, Drug, and Cosmetic Act, United States Code, title 21, section 301 et seq., or a digital electronic product or software manufactured for use in a medical setting including diagnostic, monitoring, or control equipment or any product or service that the manufacturer or distributor of a medical device offers.

(c) Nothing in this section applies to manufacturers, distributors, importers, or dealers of any off-road or nonroad equipment, including without limitation farm and utility tractors; farm implements; farm machinery; forestry equipment; industrial equipment; utility equipment; construction equipment; compact construction equipment; road-building equipment; electronic vehicle charging infrastructure equipment; mining equipment; turf, yard, and garden equipment; outdoor power equipment; portable generators; marine, all-terrain sports, and recreational vehicles, including without limitation racing vehicles; stand-alone or integrated stationary or mobile internal combustion engines; generator sets and fuel cell power; power tools; and any tools, technology, attachments, accessories, components, and repair parts for any of the foregoing.

(d) Nothing in this section shall be construed to require any original equipment manufacturer or authorized repair provider to make available any parts, tools, or documentation required for the diagnosis, maintenance, or repair of a video game console and its components and peripherals.

(e) Nothing in this section applies to an energy storage system, as defined in section 216B.2422, subdivision 1, paragraph (f).

(f) Nothing in this section requires an original equipment manufacturer to make available parts, documentation, or tools related to cybersecurity, except as necessary for the repair or maintenance of equipment. Notwithstanding anything in this section to the contrary, an original equipment manufacturer is not required to make available parts, documentation, or tools related to cybersecurity which: (1) could reasonably give a recipient or third-party access to trade secret or personally identifiable information owned or possessed by an original equipment manufacturer for itself or on behalf of another person; (2) is protected from disclosure under other laws of this state; or (3) could reasonably be used to compromise cybersecurity or cybersecurity equipment.

(g) Nothing in this section applies to information technology equipment that is intended for use in critical infrastructure, as defined in United States Code, title 42, section 5195c(e).

Subd. 7. **Liability, defenses, and warranties.** No original equipment manufacturer or authorized repair provider shall be liable for any damage or injury caused to any digital electronic equipment, person, or

property that occurs as a result of repair, diagnosis, maintenance, or modification performed by an independent repair provider or owner, including but not limited to any indirect, incidental, special, or consequential damages; any loss of data, privacy, or profits; or an inability to use, or reduced functionality of, the digital electronic equipment.

Subd. 8. **Applicability.** This section applies to equipment sold on or after July 1, 2021.

History: *2023 c 57 art 4 s 11*

325E.80 ABNORMAL MARKET DISRUPTIONS; UNCONSCIONABLY EXCESSIVE PRICES.

Subdivision 1. **Definitions.** (a) For purposes of this section, the terms in this subdivision have the meanings given.

(b) "Essential consumer good or service" means a good or service that is vital and necessary for the health, safety, and welfare of the public, including without limitation: food; water; fuel; gasoline; shelter; construction materials; transportation; health care services; pharmaceuticals; and medical, personal hygiene, sanitation, and cleaning supplies.

(c) "Restoration and mitigation services provider" means a person or business that provides a service to prevent further damage to property following a fire, smoke, water, or storm event. Services include but are not limited to boarding up property; water extraction; drying; smoke or odor removal; cleaning; and personal property inventory, removal, and storage.

(d) "Seller" means a manufacturer, supplier, wholesaler, distributor, or retail seller of goods and services.

(e) "Tree trimmer" means a person registered under section 18G.07.

(f) "Unconscionably excessive price" means a price that represents a gross disparity compared to the seller's average price of an essential good or service, offered for sale or sold in the usual course of business, in the 60-day period before an abnormal market disruption is declared under subdivision 2. None of the following is an unconscionably excessive price:

(1) a price that is substantially related to an increase in the cost of manufacturing, obtaining, replacing, providing, or selling a good or service;

(2) a price that is no more than 25 percent above the seller's average price during the 60-day period before an abnormal market disruption is declared under subdivision 2;

(3) a price that is consistent with the fluctuations in applicable commodity markets or seasonal fluctuations; or

(4) a contract price, or the results of a price formula, that was established before an abnormal market disruption is declared under subdivision 2.

Subd. 2. **Abnormal market disruption.** (a) The governor may by executive order declare an abnormal market disruption if, in the governor's sole determination, there has been or is likely to be a substantial and atypical change in the market for an essential consumer good or service caused by an event or circumstances that result in a declaration of a state of emergency by the governor. The governor may specify an effective period for a declaration under this section that is shorter than the effective period for the state of emergency declaration.

(b) The governor's abnormal market disruption declaration must state that the declaration is activating this section and must specify the geographic area of Minnesota to which the declaration applies.

(c) Unless an earlier date is specified by the governor, an abnormal market disruption declaration under this subdivision terminates 30 days after the date that the state of emergency for which it was activated ends.

Subd. 3. **Notice.** Upon the implementation, renewal, limitation, or termination of an abnormal market disruption declaration made under subdivision 2: (1) the governor must immediately post notice on applicable government websites and provide notice to the media; and (2) the commissioner of commerce must provide notice directly to sellers by any practical means.

Subd. 4. **Prohibition.** If the governor declares an abnormal market disruption, a person is prohibited from selling or offering to sell an essential consumer good or service for an amount that represents an unconscionably excessive price during the period in which the abnormal market disruption declaration is effective.

Subd. 5. **Prices and rates.** Upon the occurrence of a weather event classified as a severe thunderstorm pursuant to the criteria established by the National Oceanic and Atmospheric Administration, a residential building contractor, tree trimmer, or restoration and mitigation services provider operating within the geographic region impacted by the weather event and repairing damage caused by the weather event shall not:

(1) charge an unconscionably excessive price for labor in comparison to the market price charged for comparable services in the geographic region impacted by the weather event; or

(2) charge an insurance company a rate that exceeds what the residential building contractor, tree trimmer, or restoration and mitigation services provider would otherwise charge a member of the general public.

Subd. 6. **Civil penalty.** A person who is found to have violated subdivision 4 is subject to a civil penalty of not more than $1,000 per sale or transaction, with a maximum penalty of $25,000 per day. No other penalties may be imposed for the same conduct regulated under subdivision 4.

Subd. 7. **Enforcement authority.** (a) The attorney general may investigate and bring an action using the authority under section 8.31 against a seller, residential building contractor, tree trimmer, or restoration and mitigation services provider for an alleged violation of this section.

(b) Nothing in this section creates a private cause of action in favor of a person injured by a violation of this section.

History: *2023 c 57 art 4 s 12; 2024 c 114 art 3 s 40-43*

325E.91 PROHIBITION ON NUDIFICATION TECHNOLOGY.

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Identifiable individual" means a person that is identifiable:

(1) from the image itself, by the person depicted in the image, or by another person; or

(2) from personal information displayed in connection with the image.

(c) "Intimate part" has the meaning given in section 609.341, subdivision 5.

(d) "Nudify" or "nudified" means the process by which:

(1) an image or video is altered or generated to depict an intimate part not depicted in an original unaltered image or video of an identifiable individual; and

(2) the altered or generated image or video is so realistic that a reasonable person would believe that the intimate part belongs to the identifiable individual.

(e) "Technical skill" means substantial application of individualized technological or artistic skill and judgment by a human creator in directing, shaping, or controlling the output.

Subd. 2. **Nudification prohibited.** (a) A person who owns or controls a website, application, software, program, or other service must not:

(1) allow a user to access, download, or use the website, application, software, program, or other service to nudify an image or video; or

(2) nudify an image or video on behalf of a user.

(b) No person may advertise or promote any website, application, software, program, or other service that performs the actions described in paragraph (a).

Subd. 3. **Exemption.** The prohibitions in subdivision 2 do not apply when the website, application, software, program, or other service requires the technical skill of a user to nudify an image or video.

Subd. 4. **Civil action; damages.** An individual depicted in an image or video that was nudified in violation of this section may bring a civil action in district court against the person who violated this section for:

(1) compensatory damages, including mental anguish or suffering, in an amount up to three times the actual damages sustained;

(2) punitive damages;

(3) injunctive relief;

(4) reasonable attorney fees, costs, and disbursements; and

(5) other relief the court deems just and equitable.

Subd. 5. **Penalties.** (a) The attorney general may enforce this section under section 8.31. In addition to other remedies or penalties, a person who violates this section is subject to a civil penalty not to exceed $500,000 for each unlawful access, download, or use under subdivision 2.

(b) Notwithstanding any contrary provision in law, including but not limited to section 16A.151, any civil penalty recovered under this subdivision must be deposited into the victims of crime account under section 299A.708.

Subd. 6. **Jurisdiction; venue.** (a) A court has jurisdiction over a civil action filed pursuant to this section if the plaintiff or defendant resides in this state.

(b) A civil action arising under this section may be filed in the county where the plaintiff resides.

Subd. 7. **Immunity.** This section does not alter or amend the liabilities and protections granted by United States Code, title 47, section 230, and shall be construed in a manner consistent with federal law.

History: *2026 c 72 s 1; 2026 c 124 art 1 s 61*