CHAPTER 325F

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ASBESTOS

325F.01 ASBESTOS USED IN BUILDING AND REMODELING.

Subdivision 1. **Ban.** No person, corporation, partnership, joint venture, firm or association shall use, sell, deliver or receive, or contract to use, sell, deliver or receive powdered asbestos, whether in its powdered form or mixed with any other substance, and to be applied with a pressure sprayer, or in its molded form if

asbestos dust will emanate from it due to handling, mixing or cutting, for purposes of constructing, remodeling or improving any building structure in this state.

Subd. 2. **Criminal penalty.** Any violation of the provisions of subdivision 1 shall constitute a misdemeanor.

History: *1973 c 742 s 1*

BLEACHER SAFETY

325F.015 UNSAFE BLEACHERS.

A person shall not manufacture, sell, distribute, or install bleachers within this state that do not comply with section 326B.112. For purposes of this section, "person" means an individual, public or private entity, however organized, or a unit of state or local government.

History: *1999 c 250 art 1 s 93; 2007 c 140 art 4 s 61; art 13 s 4*

325F.02 MS 2024 [Repealed, 2025 c 35 art 5 s 28]

325F.03 MS 2024 [Repealed, 2025 c 35 art 5 s 28]

325F.04 MS 2024 [Repealed, 2025 c 35 art 5 s 28]

325F.05 MS 2024 [Repealed, 2025 c 35 art 5 s 28]

325F.06 MS 2024 [Repealed, 2025 c 35 art 5 s 28]

325F.07 MS 2024 [Repealed, 2025 c 35 art 5 s 28]

FLAME-RETARDANT CHEMICALS

325F.071 FLAME-RETARDANT CHEMICALS; PROHIBITION.

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

(b) "Child" means a person under 12 years of age.

(c) "Children's product" means a product primarily designed or intended by a manufacturer to be used by or for a child, including any article used as a component of such a product, but excluding a food, beverage, dietary supplement, pharmaceutical product or biologic, children's toys that are subject to the most recent version of the American Society for Testing and Materials F963, Standard Consumer Safety Specification for Toy Safety, a medical device as defined in the Federal Food, Drug, and Cosmetic Act, United States Code, title 21, section 321(h), and products listed under section 116.9405, clauses (10) and (11).

(d) "Upholstered residential furniture" means furniture with padding, coverings, and cushions intended and sold for use in the home.

(e) "Mattress" means a mattress as defined in Code of Federal Regulations, title 16, section 1632.1.

(f) "Organohalogenated chemical" means any chemical that contains one or more carbon elements and one or more halogen elements, including fluorine, chlorine, bromine, or iodine.

(g) "Residential textile" means a textile designed for use in the home as a covering on windows or walls.

Subd. 2. **Flame-retardant chemicals; prohibition.** (a) No manufacturer or wholesaler may manufacture, sell, offer for sale, distribute for sale, or distribute for use in this state a children's product, upholstered residential furniture, residential textile, or mattress containing, in amounts greater than 1,000 parts per million in any product component, any organohalogenated flame retardant chemical.

(b) No retailer may sell or offer for sale or use in this state a children's product, upholstered residential furniture, residential textile, or mattress containing in amounts greater than 1,000 parts per million in any product component the flame retardant chemicals listed in paragraph (a).

(c) The sale or offer for sale of any previously owned product containing a chemical restricted under this section is exempt from the provisions of this section.

Subd. 2a. **Exemptions.** The following are exempt from the provisions of this section:

(1) the sale or offer for sale of any previously owned product containing a chemical restricted under this section;

(2) an electronic component of a children's product, mattress, upholstered residential furniture, or residential textile or any associated casing;

(3) a children's product, mattress, upholstered residential furniture, or residential textile for which there is a federal or national flammability standard;

(4) thread or fiber when used for stitching mattress components together; or

(5) components of an adult mattress other than foam. As used in this clause, "adult mattress" means a mattress other than toddler mattress, crib mattress, or other infant sleep product.

Subd. 2b. **Exception.** The prohibitions in subdivision 2 do not apply to a flame retardant that:

(1) is a polymeric material in accordance with the criteria in Code of Federal Regulations, title 40, section 723.250, or is chemically reacted to form a polymeric material with the materials it is intended to protect; or

(2) has a determination of safety under United States Code, title 15, section 2604, subsection (a), paragraph (3), subparagraph (C), or under United States Code, title 15, section 2605, subsection (b), paragraph (4).

Subd. 3. **Flame-retardant chemicals; replacement chemicals.** A manufacturer shall not replace a chemical whose use is prohibited under this section with a chemical identified on the basis of credible scientific evidence by a state, federal, or international agency as being known or suspected with a high degree of probability to:

(1) harm the normal development of a fetus or child or cause other developmental toxicity;

(2) cause cancer, genetic damage, or reproductive harm;

(3) disrupt the endocrine or hormone system; or

(4) damage the nervous system, immune system, or organs, or cause other systemic toxicity.

Subd. 4. **Enforcement.** The commissioner of the Pollution Control Agency may enforce compliance with this section under sections 115.071 and 116.072. The commissioner must coordinate with the commissioners of commerce and health in enforcing this section.

History: *2015 c 62 s 1; 2019 c 47 s 1; 2026 c 88 art 1 s 184*

325F.072 FIREFIGHTING FOAM.

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

(b) "Class B firefighting foam" means foam designed to prevent or extinguish a fire in flammable liquids, combustible liquids, petroleum greases, tars, oils, oil-based paints, solvents, lacquers, alcohols, and flammable gases.

(c) "PFAS chemicals" or "perfluoroalkyl and polyfluoroalkyl substances" means a class of fluorinated organic chemicals containing at least one fully fluorinated carbon atom.

(d) "Political subdivision" means a county, city, town, or a metropolitan airports commission organized and existing under sections 473.601 to 473.679.

(e) "State agency" means an agency as defined in section 16B.01, subdivision 2.

(f) "Testing" means calibration testing, conformance testing, and fixed system testing.

Subd. 2. **Notification.** Beginning on July 1, 2020, any person, political subdivision, or state agency that discharges, uses, releases, or knows of a discharge, use, or release of class B firefighting foam that contains intentionally added PFAS chemicals must be reported to the Minnesota Fire Incident Reporting System within 24 hours of the discharge, use, or release. The notification must include:

(1) the time, date, location, and estimated amount of class B firefighting foam discharged, used, or released;

(2) the purpose or reason of the discharge, use, or release; and

(3) the containment, treatment, and disposal measures to be taken or used to prevent or minimize the discharge or release of the foam into the environment.

Subd. 3. **Prohibition.** (a) No person, political subdivision, or state agency shall manufacture or knowingly sell, offer for sale, distribute for sale, or distribute for use in this state, and no person shall use in this state, class B firefighting foam containing PFAS chemicals.

(b) This subdivision does not apply to the manufacture, sale, distribution, or use of class B firefighting foam for which the inclusion of PFAS chemicals is required by federal law, including but not limited to Code of Federal Regulations, title 14, section 139.317. If a federal requirement to include PFAS chemicals in class B firefighting foam is revoked after January 1, 2024, class B firefighting foam subject to the revoked requirements is no longer exempt under this paragraph effective one year after the day of revocation.

(c) Except as provided under paragraph (e), this subdivision does not apply to the manufacture, sale, distribution, or use of class B firefighting foam for purposes of use at an airport, as defined under section 360.013, subdivision 39, until the state fire marshal makes a determination that:

(1) the Federal Aviation Administration has provided policy guidance on the transition to fluorine-free firefighting foam;

(2) a fluorine-free firefighting foam product is included in the Federal Aviation Administration's Qualified Product Database; and

(3) a firefighting foam product included in the database under clause (2) is commercially available in quantities sufficient to reliably meet the requirements under Code of Federal Regulations, title 14, part 139.

(d) Until the state fire marshal makes a determination under paragraph (c), the operator of an airport using class B firefighting foam containing PFAS chemicals must, on or before December 31 each calendar year, submit a report to the state fire marshal regarding the status of the airport's conversion to class B firefighting foam products without intentionally added PFAS, the disposal of class B firefighting foam products with intentionally added PFAS, and an assessment of the factors listed in paragraph (c) as applied to the airport.

(e) Until January 1, 2028, this subdivision does not apply to the manufacture, sale, distribution, or use of class B firefighting foam for use in fixed firefighting systems in a hangar at an airport. The commissioner of the Pollution Control Agency, in consultation with the state fire marshal, may issue a hangar operator one-year extensions beyond January 1, 2028, if the commissioner determines (1) the need for additional time is beyond the operator's control, and (2) public safety and the environment are sufficiently protected during each extension period.

Subd. 3a. **Discharge for testing and training.** A person, political subdivision, or state agency exempted from the prohibitions under subdivision 3 may not discharge class B firefighting foam that contains intentionally added PFAS chemicals for:

(1) testing purposes, unless the testing facility has implemented appropriate containment, treatment, and disposal measures to prevent releases of foam to the environment; or

(2) training purposes, unless otherwise required by law, and with the condition that the training event has implemented appropriate containment, treatment, and disposal measures to prevent releases of foam to the environment.

Subd. 4. **Enforcement.** The commissioner of the Pollution Control Agency may enforce compliance with this section under sections 115.071 and 116.072. The commissioner must coordinate with the commissioners of commerce and health in enforcing this section.

History: *2019 c 47 s 2; 2023 c 60 art 3 s 25-27; 1Sp2025 c 1 art 4 s 21; 1Sp2025 c 4 art 7 s 29*

325F.075 FOOD PACKAGING; PFAS.

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

(b) "Food package" means a container applied to or providing a means to market, protect, handle, deliver, serve, contain, or store a food or beverage. Food package includes:

(1) a unit package, an intermediate package, and a shipping container;

(2) unsealed receptacles, such as carrying cases, crates, cups, plates, bowls, pails, rigid foil and other trays, wrappers and wrapping films, bags, and tubs; and

(3) an individual assembled part of a food package, such as any interior or exterior blocking, bracing, cushioning, weatherproofing, exterior strapping, coatings, closures, inks, and labels.

(c) "Perfluoroalkyl and polyfluoroalkyl substances" or "PFAS" means a class of fluorinated organic chemicals containing at least one fully fluorinated carbon atom.

(d) "Intentionally added" means PFAS deliberately added during the manufacture of a product where the continued presence of PFAS is desired in the final package or packaging component to perform a specific function.

Subd. 2. **Prohibition.** No person shall manufacture or knowingly sell, offer for sale, distribute for sale, distribute, or offer for use in Minnesota a food package that contains intentionally added PFAS.

Subd. 3. **Enforcement.** (a) 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.

(b) When requested by the commissioner of the Pollution Control Agency, a person 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.

History: *1Sp2021 c 6 art 2 s 105*

325F.078 SALES OF AEROSOL DUSTERS CONTAINING 1,1- DIFLUOROETHANE (DFE).

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

(b) "Aerosol duster" means a product used to clean electronics and other items by means of an aerosol sprayed from a pressurized container.

(c) "Behind-the-counter" means placement by a retailer of a product to ensure that customers do not have direct access to the product before a sale is made, requiring the seller to deliver the product directly to the buyer.

(d) "DFE" or "1,1-difluoroethane" means a chemical with a Chemicals Abstract Service Registry Number of 75-37-6.

Subd. 2. **Requirements for retail sale.** A retailer must only sell an aerosol duster that contains DFE:

(1) from behind the counter;

(2) to a purchaser who presents valid evidence that the purchaser is at least 21 years of age; and

(3) in a quantity that complies with the purchasing limit established in subdivision 3.

Subd. 3. **Purchasing limit.** (a) A retailer is prohibited from selling more than three cans of an aerosol duster containing DFE to a customer in a single transaction.

(b) A retailer is prohibited from selling aerosol dusters containing DFE through same-day pickup services or same-day delivery services.

Subd. 4. **Exemption.** (a) Subdivisions 2 and 3 do not apply to a business purchasing aerosol dusters online.

(b) Office wholesalers can sell more than three cans of aerosol dusters containing DFE to a business they have a contract with.

Subd. 5. **Labeling.** (a) An aerosol duster manufactured after May 31, 2025, must not be sold in this state unless the aerosol duster clearly warns against the dangers of intentionally misusing duster aerosol products.

(b) The font size of this warning shall be the same or larger than other warning language. The font color and background of the label must be in contrasting colors.

(c) The label on each can of aerosol duster containing DFE must contain the following:

(1) the words "DANGER: DEATH! Breathing this product to get high can kill you!"; and

(2) the poison control phone number, 1-800-222-1222.

(d) In order to comply with paragraph (a), a label may include, but is not limited to the words:

(1) "Deliberate misuse by concentrating and inhaling the contents can be harmful or fatal!"; and

(2) "Intentional misuse by deliberately concentrating and inhaling the vapors can be harmful or fatal!".

(e) The safety symbols and color standards of the label described in this section must conform with the ANSI Z535 safety signage standards guidelines established by the American National Standards Institute.

Subd. 6. **Violations.** (a) A person who violates subdivision 2 or 3 is guilty of a misdemeanor.

(b) It is an affirmative defense to a charge under subdivision 2, clause (2), if the defendant proves by a preponderance of the evidence that the defendant reasonably and in good faith relied on proof of age as described in section 340A.503, subdivision 6.

History: *2024 c 114 art 3 s 47*

HAZARDOUS TOYS

325F.08 IMPORTATION, MANUFACTURE, SALE OR DISTRIBUTION OF HAZARDOUS ARTICLES.

No person, firm, corporation, association or agent or employee thereof shall import, manufacture, sell, hold for sale or distribute a toy or other article intended for use by a child which presents an electrical, mechanical or thermal hazard or presents a hazard due to toxic, or flammable properties or properties able to produce asphyxiation or suffocation.

History: *1973 c 467 s 1*

325F.09 DEFINITIONS.

(a) "Child" means any person less than 14 years of age.

(b) A toy presents an electrical hazard if, in normal use or when subjected to reasonably foreseeable damage or abuse, its design or manufacture may cause personal injury or illness by electrical shock or electrocution.

(c) A toy presents a mechanical hazard if, in normal use or when subjected to reasonably foreseeable damage or abuse, its design or manufacture presents an unreasonable risk of personal injury or illness:

(1) from fracture, fragmentation, or disassembly of the article;

(2) from propulsion of the article or any part or accessory thereof;

(3) from points or other protrusions, surfaces, edges, openings, or closures;

(4) from moving parts;

(5) from lack or insufficiency of controls to reduce or stop motion;

(6) as a result of self-adhering characteristics of the article;

(7) because the article or any part or accessory thereof may be aspirated or ingested;

(8) because of instability;

(9) from stuffing material which is not free of dangerous or harmful substances; or

(10) because of any other aspect of the article's design or manufacture.

(d) A toy presents a thermal hazard if, in normal use or when subjected to reasonably foreseeable damage or abuse, its design or manufacture presents an unreasonable risk of personal injury or illness because of heat as from heated parts, substances, or surfaces.

(e) "Toxic" means able to produce personal injury or illness to a person through ingestion, inhalation, or absorption through any body surface and can apply to any substance other than a radioactive substance.

(f) "Flammable" means having a flash point up to 80 degrees Fahrenheit as determined by the Tagliabue Open Cup Tester. The flammability of solids and of the contents of self-pressurized containers shall be determined by methods generally recognized as applicable to the materials or containers and established by rules issued by the commissioner.

(g) A toy presents a hazard of asphyxiation or suffocation if, in normal use or when subject to reasonably foreseeable damage or abuse, its design, manufacture or storage presents a risk of personal injury or illness from interference with normal breathing.

(h) "Commissioner" means commissioner of commerce.

(i) "Inspector" means an inspector of the Department of Commerce.

History: *1973 c 467 s 2; 1983 c 289 s 109; 1984 c 655 art 1 s 57*

325F.10 BANNING OF HAZARDOUS ARTICLES; RULES.

The commissioner shall ban from sale or distribution any toy or other article intended for use by children that presents any of the hazards set out in section 325F.08.

The commissioner shall adopt the rules necessary to carry out the intent of sections 325F.08 to 325F.18. Rules shall insofar as practicable conform to the rules relating to this subject found as part 191 in the Code of Federal Regulations, title 21.

History: *1973 c 467 s 3; 1983 c 289 s 114; 1985 c 248 s 70*

325F.11 TESTING OF ARTICLES TO DETERMINE AND INSURE COMPLIANCE.

The commissioner or an authorized and qualified employee or inspector, may undertake or provide for testing of toys and other articles as the commissioner, employee, or inspector deems necessary to determine their safety and fitness for commerce in this state in compliance with sections 325F.08 to 325F.18. The commissioner may contract or otherwise arrange with any testing facility, public or private, for testing and

reporting the results. The commissioner may, by rule, require that any toy or other article within the provisions of sections 325F.08 to 325F.18 be adequately tested by a reputable testing facility, or the manufacturer or distributor of the article, and that the certified results of the test be filed with the commissioner before the sale, distribution, or other movement in commerce within this state of the toys or articles. The commissioner may by rule provide for penalties for the failure to provide test results.

History: *1973 c 467 s 4; 1983 c 289 s 110; 1986 c 444*

325F.12 REPURCHASE OF BANNED ARTICLES.

In the case of any article sold by its manufacturer, distributor, or dealer which has been banned, whether or not it was banned at the time of its sale, the article shall, in accordance with rules of the commissioner, be repurchased as follows:

(a) The manufacturer of the article shall repurchase it from the person to whom the manufacturer sold it, and shall refund that person the purchase price paid for the article. If the manufacturer requires the return of the article in connection with the repurchase of it, the manufacturer shall also reimburse the person for any reasonable and necessary expenses incurred in returning it to the manufacturer.

(b) The distributor of any banned article shall repurchase it from the person to whom the distributor sold it, and shall refund that person the purchase price paid for the article. If the distributor requires the return of the article in connection with the repurchase of it in accordance with this clause, the distributor shall reimburse that person for any reasonable and necessary expenses incurred in returning it to the distributor.

(c) In the case of any banned article sold at retail by a dealer, if the person who purchased it from the dealer returns it to the dealer, the dealer shall refund the purchase price paid for it and reimburse the purchaser for any reasonable and necessary transportation charges incurred in its return.

History: *1973 c 467 s 5; 1983 c 289 s 114; 1985 c 248 s 70; 1986 c 444*

325F.13 BANNED HAZARDOUS TOYS; PROHIBITIONS.

No person shall sell, expose for sale, deliver, give away, possess, or introduce or deliver for introduction into commerce any hazardous toy or article intended to be used by a child or banned hazardous toy or article intended to be used by a child.

History: *1973 c 467 s 6; 1986 c 444*

325F.135 UNSAFE RECALLED TOYS; PROHIBITION ON SALE.

(a) No commercial retailer shall sell in this state a toy that the commercial retailer knows at the time of the sale has been recalled for any safety-related reason by an agency of the federal government or by the toy's manufacturer, wholesaler, distributor, or importer.

(b) For purposes of this section, "toy" means an item designed primarily for the purpose of play activity by children under the age of 12 years and "recalled" excludes corrective actions that involve safety alerts, parts replacement, or consumer repairs.

(c) This section shall be enforced under sections 325F.14 to 325F.16.

History: *2009 c 59 art 5 s 10*

325F.14 HAZARDOUS TOYS; SEIZURE.

The commissioner shall apply to the district court to seize toys presenting hazards when no other practical method to control the hazard exists. The attorney general shall represent the commissioner in the district court.

History: *1973 c 467 s 7; 1983 c 289 s 114*

325F.15 COMMISSIONER'S RIGHT OF ACCESS TO PREMISES, RECORDS.

For the purpose of administering the provisions of sections 325F.08 to 325F.18, the commissioner and inspectors shall have access and entry at reasonable times to any premises in which toys or other articles within the provisions of sections 325F.08 to 325F.18 are held and shall have access to all records pertinent to the enforcement of sections 325F.08 to 325F.18.

History: *1973 c 467 s 8; 1983 c 289 s 114*

325F.16 PENALTIES.

Any person who violates any of the provisions of sections 325F.08 to 325F.18 shall be guilty of a misdemeanor.

History: *1973 c 467 s 9*

325F.17 CITATION.

Sections 325F.08 to 325F.16 may be cited as the "Safe Toys Act."

History: *1973 c 467 s 10*

CRIB SAFETY

325F.171 CRIB SAFETY.

Subdivision 1. **Definitions.** (a) "Commercial user" means any person who deals in cribs or who otherwise by one's occupation holds oneself out as having knowledge or skill peculiar to cribs, or any person who is in the business of remanufacturing, retrofitting, selling, leasing, subletting, or otherwise placing cribs in the stream of commerce.

(b) "Infant" means any person less than 35 inches tall and less than three years of age.

(c) "Crib" means a bed or containment designed to accommodate an infant.

(d) "Full-size crib" means a full-size crib as defined in Code of Federal Regulations, title 16, section 1508.3, regarding the requirements for full-size cribs.

(e) "Non-full-size crib" means a non-full-size crib as defined in Code of Federal Regulations, title 16, section 1509.2, regarding the requirements for non-full-size cribs.

(f) "Place in the stream of commerce" means to sell, offer for sale, give away, offer to give away, or allow to use.

Subd. 2. **Unsafe cribs prohibited.** (a) No commercial user may remanufacture, retrofit, sell, contract to sell or resell, lease, sublet, or otherwise place any unsafe crib in the stream of commerce on or after January 1, 2006.

(b) On or after January 1, 2006, no person operating a hotel, motel, or lodging establishment shall provide any unsafe crib to any guest, either with or without charge, for use during the guest's stay. For the purposes of this paragraph, "hotel," "motel," and "lodging establishment" have the meanings given them in section 157.15.

(c) A crib is presumed to be unsafe for purposes of this section if it does not conform to the standards endorsed or established by the United States Consumer Product Safety Commission, including but not limited to Code of Federal Regulations, title 16, and ASTM International, as follows:

(1) Code of Federal Regulations, title 16, part 1508, and any regulations adopted to amend or supplement the regulations;

(2) Code of Federal Regulations, title 16, part 1509, and any regulations adopted to amend or supplement the regulations;

(3) Code of Federal Regulations, title 16, part 1303, and any regulations adopted to amend or supplement the regulations;

(4) the following standards and specifications of ASTM International for corner posts of baby cribs and structural integrity of baby cribs:

(i) ASTM F 966 (corner post standard);

(ii) ASTM F 1169 (structural integrity of full-size baby cribs);

(iii) ASTM F 1822 (non-full-size cribs).

(d) A crib is exempt from the provisions of this section if it is not intended for use by an infant; and at the time of selling, contracting to resell, leasing, subletting, or otherwise placing the crib in the stream of commerce, the commercial user attaches a written notice to the crib declaring that it is not intended to be used for an infant and is unsafe for use by an infant. A commercial user who complies with this paragraph is not liable for use of the crib contrary to the notice provided.

Subd. 3. **Retrofits.** (a) An unsafe crib, as determined under subdivision 2, may be retrofitted if the retrofit has been approved by the United States Consumer Product Safety Commission. A retrofitted crib may be sold if it is accompanied at the time of sale by a notice stating that it is safe to use for a child under three years of age. The commercial user is responsible for ensuring that the notice is present with the retrofitted crib at the time of sale. The notice must include:

(1) a description of the original problem that made the crib unsafe;

(2) a description of the retrofit that explains how the original problem was eliminated and declares that the crib is now safe to use for a child under three years of age; and

(3) the name and address of the commercial user who accomplished the retrofit certifying that the work was done along with the name and model number of the crib.

(b) A retrofit is exempt from this section if:

(1) the retrofit is for a crib that requires assembly by the consumer, the approved retrofit is provided with the product by the commercial user, and the retrofit is accompanied at the time of sale by instructions explaining how to apply the retrofit; or

(2) the seller of a previously unsold product accomplishes the retrofit prior to sale.

Subd. 4. **Exception.** A commercial user does not violate this section if the crib placed in the stream of commerce by the commercial user was not included on the Consumer Product Safety Commission's list during the entire 14-day period before this placement.

Subd. 5. **Enforcement.** This section may be enforced as provided under sections 45.027, subdivisions 1 to 6, 325F.10 to 325F.12, and 325F.14 to 325F.16.

History: *2005 c 139 s 2; 1Sp2021 c 4 art 6 s 23*

BISPHENOL-A IN CHILDREN'S PRODUCTS

325F.172 DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 325F.172 to 325F.173, the following terms have the meanings given them.

Subd. 2. **Child.** "Child" means a person under three years of age.

Subd. 3. **Children's product.** "Children's product" means an empty bottle or cup to be filled with food or liquid that is designed or intended by a manufacturer to be used by a child.

Subd. 4. **Enforcement.** Sections 325F.173 to 325F.175 may be enforced as provided under sections 45.027, subdivisions 1 to 6, 325F.10 to 325F.12, and 325F.14 to 325F.16.

History: *2009 c 40 s 1; 1Sp2021 c 4 art 6 s 24*

325F.173 BISPHENOL-A IN CERTAIN CHILDREN'S PRODUCTS.

(a) By January 1, 2010, no manufacturer or wholesaler may sell or offer for sale in this state a children's product that contains bisphenol-A.

(b) This section does not apply to sale of a used children's product.

(c) By January 1, 2011, no retailer may sell or offer for sale in this state a children's product that contains bisphenol-A.

History: *2009 c 40 s 2*

325F.174 BISPHENOL-A IN CHILDREN'S FOOD CONTAINERS.

Subdivision 1. **Prohibition.** (a) Beginning August 1, 2014, no manufacturer or wholesaler may knowingly sell or offer for sale in this state infant formula, baby food, or toddler food stored in a container that contains intentionally added bisphenol-A.

(b) Beginning August 1, 2015, no retailer may knowingly sell or offer for sale in this state infant formula, baby food, or toddler food stored in a container that contains intentionally added bisphenol-A.

Subd. 2. **Definitions.** For purposes of this section, the following terms have the meanings given.

(a) "Baby food" means a prepared solid food consisting of a soft paste or an easily chewed food that is primarily intended for consumption by children two years of age or younger and is commercially available.

(b) "Container" means a receptacle, box, can, or jar, including a lid, that is in direct physical contact with a children's food.

(c) "Infant formula" means a liquid or powder that purports to be or is represented for special dietary use solely as a food for infants by reason of its simulation of human milk or its suitability as a complete or partial substitute for human milk.

(d) "Toddler food" means any food or beverage, other than baby food or infant formula, that is primarily intended for consumption by children under three years of age. For purposes of this section, toddler food in can containers is not included in this definition.

History: *2013 c 71 s 1*

325F.175 BISPHENOL-A REPLACEMENT CHEMICALS.

Beginning August 1, 2014, a manufacturer shall not replace a chemical the use of which is prohibited in section 325F.174 with a chemical known to the manufacturer to have been identified on the basis of credible scientific evidence by a state, federal, or international agency as being known or suspected with a high degree of probability to:

(1) harm the normal development of a fetus or child or cause other developmental toxicity;

(2) cause cancer, genetic damage, or reproductive harm;

(3) disrupt the endocrine or hormone system; or

(4) damage the nervous system, immune system, or organs, or cause other systemic toxicity.

History: *2013 c 71 s 2*

FORMALDEHYDE IN CHILDREN'S PRODUCTS

325F.176 DEFINITIONS.

(a) For the purposes of sections 325F.176 to 325F.178, the following terms have the meanings given them.

(b) "Child" means a person under eight years of age.

(c) "Children's product" means a product primarily designed or intended by a manufacturer to be physically applied to or introduced into a child's body, including any article used as a component of such a product and excluding a food, beverage, dietary supplement, pharmaceutical product or biologic, children's toys that are covered by the ASTM International F963 standard for Toy Safety, or a medical device as defined in the federal Food, Drug, and Cosmetic Act, United States Code, title 21, section 321(h), as amended through February 15, 2013.

(d) "Intentionally added chemical" means a chemical in a product that serves an intended function in the product.

History: *2013 c 58 s 1; 2014 c 277 s 9*

325F.177 FORMALDEHYDE IN CHILDREN'S PRODUCTS; BAN.

(a) Beginning August 1, 2014, no manufacturer or wholesaler may sell or offer for sale in this state a children's product that intentionally contains:

(1) formaldehyde, including formaldehyde contained in a solution; or

(2) intentionally added chemical ingredients that chemically degrade under normal conditions of temperature and pressure to release free formaldehyde at levels exceeding a de minimis level of 0.05 percent.

(b) Beginning August 1, 2015, no retailer may sell or offer for sale in this state a children's product that intentionally contains:

(1) formaldehyde, including formaldehyde contained in a solution; or

(2) intentionally added chemical ingredients that chemically degrade under normal conditions of temperature and pressure to release free formaldehyde at levels exceeding a de minimis level of 0.05 percent.

History: *2013 c 58 s 2; 2014 c 277 s 10*

325F.178 FORMALDEHYDE REPLACEMENT CHEMICALS.

(a) A manufacturer shall not replace a chemical whose use is prohibited in section 325F.175 with a chemical known to the manufacturer to have been identified on the basis of credible scientific evidence by a state, federal, or international agency as being known or suspected with a high degree of probability to:

(1) harm the normal development of a fetus or child or cause other developmental toxicity;

(2) cause cancer, genetic damage, or reproductive harm;

(3) disrupt the endocrine or hormone system; or

(4) damage the nervous system, immune system, or organs, or cause other systemic toxicity.

(b) For the purposes of this section, international agency does not include an agency affiliated with a country on the U.S. Department of State list of state sponsors of terrorism or the U.S. Department of Treasury list of countries with trade restrictions or sanctions.

History: *2013 c 58 s 3*

325F.179 ENFORCEMENT.

Sections 325F.177 and 325F.178 may be enforced as provided under sections 45.027, subdivisions 1 to 6, 325F.10 to 325F.12, and 325F.14 to 325F.16.

History: *1Sp2021 c 4 art 6 s 25*

FORMALDEHYDE GASES IN BUILDING MATERIALS

325F.18 DUTY OF MANUFACTURER.

Subdivision 1. **Written disclosure.** (a) No manufacturer shall sell any building materials and no builder shall sell or lease to the initial occupant a housing unit, other than a unit of manufactured housing, containing

urea formaldehyde unless the manufacturer or builder has made the following written disclosure to any purchaser of the materials or housing unit or lessee of the housing unit:

"IMPORTANT HEALTH NOTICE.

SOME OF THE BUILDING MATERIALS USED IN THIS HOME (OR THESE BUILDING MATERIALS) EMIT FORMALDEHYDE. EYE, NOSE, AND THROAT IRRITATION, HEADACHE, NAUSEA AND A VARIETY OF ASTHMA-LIKE SYMPTOMS, INCLUDING SHORTNESS OF BREATH, HAVE BEEN REPORTED AS A RESULT OF FORMALDEHYDE EXPOSURE. ELDERLY PERSONS AND YOUNG CHILDREN, AS WELL AS ANYONE WITH A HISTORY OF ASTHMA, ALLERGIES, OR LUNG PROBLEMS, MAY BE AT GREATER RISK. RESEARCH IS CONTINUING ON THE POSSIBLE LONG-TERM EFFECTS OF EXPOSURE TO FORMALDEHYDE.

REDUCED VENTILATION MAY ALLOW FORMALDEHYDE AND OTHER CONTAMINANTS TO ACCUMULATE IN THE INDOOR AIR. HIGH INDOOR TEMPERATURES AND HUMIDITY RAISE FORMALDEHYDE LEVELS. WHEN A HOME IS TO BE LOCATED IN AREAS SUBJECT TO EXTREME SUMMER TEMPERATURES, AN AIR-CONDITIONING SYSTEM CAN BE USED TO CONTROL INDOOR TEMPERATURE LEVELS. OTHER MEANS OF CONTROLLED MECHANICAL VENTILATION CAN BE USED TO REDUCE LEVELS OF FORMALDEHYDE AND OTHER INDOOR AIR CONTAMINANTS.

IF YOU HAVE ANY QUESTIONS REGARDING THE HEALTH EFFECTS OF FORMALDEHYDE, CONSULT YOUR DOCTOR OR LOCAL HEALTH DEPARTMENT."

(b) No manufacturer shall sell or lease a manufactured home containing urea formaldehyde unless the manufacturer has made the written disclosure prescribed in Code of Federal Regulations, title 24, section 3280.309 (1984).

Subd. 1a. **Building materials defined.** For the purposes of this section "building materials" means any urea formaldehyde-containing material used in the construction, insulation, or renovation of a housing unit or a nonresidential building, but does not include:

(1) draperies, carpeting, furniture and furnishings not normally permanently affixed to a housing unit; and

(2) noncellular insulation.

Subd. 2. **How disclosure made.** The disclosure required by subdivision 1 shall be made clearly and conspicuously on the label or written warranty of the materials in a manner designed to attract the attention of a prospective buyer or user. If the product or housing unit has neither a label nor a written warranty the disclosure shall be made in a separate writing included with the product or housing unit.

Subd. 3. **Sales, installation, or use subject to disclosure.** No person shall sell for use in a dwelling place building materials subject to the written disclosure requirement of subdivision 1 unless the seller has provided to the purchaser a copy of the written disclosure provided by the manufacturer. No person shall for gain install or use in a dwelling place building materials subject to the written disclosure requirement of subdivision 1 unless the installer or user has provided to the person on whose behalf the materials are installed or used a copy of the written disclosure provided by the manufacturer.

Subd. 4. **Liability.** The manufacturer of a product that contains urea formaldehyde shall pay the reasonable cost of repair or relocation if the consumer can document that the product used in constructing the consumer's residence did not, at the time of manufacture, meet the product standard established in section 325F.181.

The builder of a housing unit shall pay the reasonable cost of repair or relocation if the consumer can document that the builder used products in the construction of the housing unit that were subject to the product standard adopted under section 325F.181 but were not certified and labeled under section 325F.181. A manufacturer or builder is not liable under this subdivision unless the consumer has documented medical records of illness related to formaldehyde and a statement from a physician that the consumer must vacate the premises. The party who has received the claim has the right to test the housing unit or products at reasonable times.

If within 30 days after the presentation of the items set forth above the manufacturer or builder and the consumer do not agree on a remedy the consumer may bring suit to recover the reasonable cost of repair or relocation plus reasonable attorneys' fees. Notwithstanding the remedy under this subdivision, the consumer may bring an action for personal injury, if any, if the action is commenced within one year from the consumer's receipt of the order of a physician to vacate the premises due to an illness related to formaldehyde.

Subd. 5. [Repealed, 1985 c 216 s 7]

Subd. 6. **Violation as fraud, misrepresentation, or deceptive practice.** Any person who is found in violation of subdivisions 1 to 3 shall be deemed in violation of section 325F.69, subdivision 1, and the provisions of section 8.31 shall apply.

History: *1980 c 594 s 2; 1981 c 245 s 1; 1985 c 216 s 2-4*

325F.181 FORMALDEHYDE PRODUCT STANDARD.

All plywood and particleboard used in newly constructed housing units, including manufactured homes, or sold to the public for use as building materials, shall comply with the product standards, certification and labeling requirements, and other provisions in Code of Federal Regulations, title 24, sections 3280.308 and 3280.406 (1984). After February 1, 1986, all medium density fiberboard used in newly constructed housing units, including manufactured homes, or sold to the public for use as building materials, shall comply with the product standard, certification and labeling requirements, and other provisions for particleboard in Code of Federal Regulations, title 24, section 3280.308 (1984), notwithstanding the fact that medium density fiberboard is not specifically covered by that regulation. The product standards prescribed in this section may be modified by rule by the commissioner of health only as provided in section 144.495.

History: *1985 c 216 s 5*

ELECTRIC VEHICLE INFRASTRUCTURE

325F.185 ELECTRIC VEHICLE INFRASTRUCTURE.

Any electric vehicle infrastructure installed in this state must without significant upgrading of the electric vehicle infrastructure:

(1) allow for utilization of the electric vehicle infrastructure by any make, model, or type of electric vehicle;

(2) be in compliance with section 326B.35 and standards set by the Society of Automotive Engineers; and

(3) be capable of providing bidirectional charging, once electrical utilities achieve a cost-effective capability to draw electricity from electric vehicles connected to the utility grid.

History: *2009 c 134 s 6*

BUILDING INSULATION

325F.19 HOME INSULATION; CONSUMER PROTECTION; DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 325F.19 to 325F.24, the following terms shall have the meanings here given them.

Subd. 2. **Advertisement.** "Advertisement" means any written or verbal statement, illustration or depiction which appears in the mass media, in brochures, leaflets, or circulars, outdoor advertising, retail displays, or on vehicles, which is designed to cause the sale of or interest in the purchase of insulation.

Subd. 3. **Commissioner.** "Commissioner" means the commissioner of commerce.

Subd. 4. **Industry members.** "Industry members" means producers and suppliers of materials from which insulation is made who promote the sale or distribution of insulation; manufacturers of insulation; jobbers, wholesalers and retailers of insulation; contractors and applicators who sell and install residential insulation; and those engaged in the marketing of insulation who are, or who purport to act as, agents of manufacturers or suppliers of insulation.

Subd. 5. **Insulation.** "Insulation" means any material or assembly of materials used primarily to provide resistance to heat flow in building structures, including but not limited to mineral fibrous, mineral cellular, organic fibrous, organic cellular or reflective materials, whether in loose fill, flexible, semirigid or rigid form.

Subd. 6. **Laboratory qualified to test thermal insulation.** "Laboratory qualified to test thermal insulation" means an approved laboratory classified by the commissioner in consultation with industry members as passing an appropriate examination of ability to perform tests and continuing inspection or follow-up service according to specifications for manufacture and installation, also referred to as "testing laboratory."

Subd. 7. **Presenting a clear and present danger.** "Presenting a clear and present danger" means known to cause physical damage to structure or health hazards to occupants through continuing direct contact or release of a hazardous substance as defined in section 115B.02.

Subd. 8. **R value.** "R value" means the measure of resistance to heat flow through a material or the reciprocal of the heat flow through a material expressed in British thermal units per hour per square foot per degree Fahrenheit at 75 degrees Fahrenheit mean temperature.

Subd. 9. **Specifications for manufacture and installation.** "Specifications for manufacture and installation" means those specifications in section 325F.20.

History: *1978 c 786 s 4; 1981 c 356 s 201,202; 1983 c 289 s 115 subd 1; 1993 c 367 s 28; 2004 c 228 art 1 s 55*

325F.20 SPECIFICATIONS FOR MANUFACTURE, LABELING, AND INSTALLATION OF INSULATION.

Subdivision 1. **Rulemaking.** The commissioner shall adopt rules pursuant to chapter 14 regarding quality, information, and product safety specifications for the manufacture, labeling, installation, and thermographing of insulation. The specifications and any amendments to them shall conform as far as is practical to federal standards or other standards generally accepted and in use throughout the United States. The standards, with modifications as may be deemed necessary, may be adopted by reference. The specifications adopted and any amendments shall be based on the application of scientific principles, approved tests, and professional judgment.

Subd. 2. **Additional insulation prohibition.** In addition to the specifications promulgated pursuant to subdivision 1, no insulation presenting a clear and present danger by the nature of its composition at the time of installation shall be used or offered for sale in Minnesota.

Subd. 3. **Required information to consumers.** The manufacturer's written instructions describing the proper methods of application of the insulation and required or recommended safety measures shall be provided to each intermediate and ultimate consumer of all insulation sold for use in Minnesota within ten days of when the insulation is sold.

History: *1978 c 786 s 5; 1981 c 356 s 203; 1982 c 424 s 130; 1984 c 640 s 32; 1984 c 654 art 2 s 122; 1996 c 305 art 2 s 58*

325F.21 TESTING OF INSULATION.

Subdivision 1. **Testing procedures.** Upon the adoption of specifications under section 325F.20, subdivision 1, all insulation used or offered for sale in Minnesota shall be tested in accordance with testing procedures required under those specifications by a laboratory qualified to test thermal insulation.

Subd. 2. **Sampling by commissioner.** The commissioner shall purchase from time to time unopened insulation packages which shall be sent to an approved testing laboratory to test for compliance with the specifications established under section 325F.20, subdivision 1.

History: *1978 c 786 s 6; 1981 c 356 s 204*

325F.22 UNFAIR AND DECEPTIVE ADVERTISING PRACTICES.

Subdivision 1. **Violations generally.** It shall be considered an unfair and deceptive practice to violate any of the provisions of this section.

Subd. 2. **Fuel savings.** No advertisement for insulation to be used or offered for sale in Minnesota shall state that a percentage of fuel costs or a certain dollar amount of fuel costs will be saved unless the statement is accompanied by the following or substantially similar disclaimer in letters the same size as the claim of savings: "Stated savings are estimates only. Actual savings may vary depending on type of home, weather conditions, occupant lifestyle, energy prices and other factors."

Subd. 3. **Prohibited claims.** No advertisement for insulation to be used or offered for sale in Minnesota shall contain any claim which is false or misleading, or for which there exists no reasonable substantiation at the time the claim is made. Prohibited claims include, but are not limited to, the following: does not burn, noncombustible, self-extinguishing, nonpoisonous, nonirritating, vermin-proof, rodent-proof, resists mildewing, will not shrink, will not crack, permanent, no deterioration, complete coverage, fills all voids, never needs replacing, will not settle. This prohibition shall not apply if the claim is substantiated by tests

identified in the specifications established under section 325F.20, subdivision 1, or by appropriate testing procedures of the American Society for Testing and Materials where no test required under section 325F.20, subdivision 1, applies. Such tests shall be made by a laboratory qualified to test thermal insulation. When tests are not designed to duplicate actual conditions, substantiated claims must so state.

Subd. 4. **R value representations.** No representation about the thermal resistance value of insulation shall be made unless the R value is given and has been determined by the tests required in the specification established under section 325F.20, subdivision 1, or by appropriate testing procedures of the American Society for Testing and Materials where no test required under section 325F.20, subdivision 1, applies. Such tests shall be made by an approved laboratory qualified to test thermal insulation.

History: *1978 c 786 s 7*

325F.23 MARKING, LABELING, AND CONSUMER INFORMATION.

Subdivision 1. **Required information on containers and wrappings.** The outside of all containers and wrappings of insulation used or offered for sale in Minnesota shall have the following information printed legibly thereon in bold type not less than one-eighth inch high:

(a) type (pneumatic or blown, pouring, batt, roll, blanket, board, cellular, or reflective);

(b) R value (to the nearest tenth) per inch at the recommended installation density;

(c) required thickness in inches to obtain four or more commonly used R values and the corresponding coverage areas in square feet of the insulation in the container or wrapping;

(d) expiration date and expected shelf life of all resins, catalysts, and foaming agents for all foam insulations, whether in powder, diluted or partially diluted state, on canister, drum, container, or package. For purposes of this section, "foam insulation" means products having an organic base or composed of vinyl or plastic material or both, which are manufactured or installed using a process involving a foaming agent, a resin, a catalyst and an air compressor, including but not limited to urea-formaldehyde, other urea-based foams, urethane foam, polyurethane foam, polystyrene foam, and isocyanurate foam;

(e) name and address of the manufacturer of the insulation;

(f) a notation of those current specifications of the United States General Services Administration, the United States Department of Energy, the United States Department of Housing and Urban Development, the United States Consumer Product Safety Commission, the Federal Trade Commission and the commissioner with which the insulation complies;

(g) the net weight of the contents of the bag, package, or container.

Subd. 2. **Separate statement.** Where insulation is used or offered for sale without the manufacturer's container, the information required in subdivision 1 shall be provided in a separate printed statement to the intermediate and ultimate consumers.

History: *1978 c 786 s 8; 1981 c 356 s 205*

325F.24 ENFORCEMENT; PENALTIES.

Subdivision 1. **Criminal penalty; liability limited.** Violation of section 325F.20, subdivision 2, or 325F.21, subdivision 2 or 3, shall constitute a misdemeanor, provided that the sole liability for such violation on insulation sold under the manufacturer's brand or trademark shall be the manufacturer's, and that an

industry member who is not a manufacturer shall be liable under this subdivision only by having actual knowledge or knowledge fairly implied on the basis of the objective circumstances that the insulation presents a clear and present danger or has not been subject to the required testing procedures.

Subd. 2. **Criminal penalty.** Violation of section 325F.20, subdivision 3, 325F.22, or 325F.23 shall constitute a misdemeanor.

Subd. 3. **Attorney general enforcement.** The provisions of section 325F.22 may be enforced by the attorney general pursuant to section 8.31. The attorney general may recover costs and disbursements, including costs of investigation and reasonable attorney's fees. In addition to the remedies otherwise provided by law, any person injured by a violation of section 325F.20, 325F.22, or 325F.23 may bring a civil action and recover damages together with costs of investigation and reasonable attorney's fees, and receive other equitable relief as determined by the court. The court may as appropriate enter a consent judgment or decree without the finding of illegality.

Subd. 3a. **Rulemaking enforcement by commissioner.** Rules promulgated by the commissioner pursuant to sections 325F.20, subdivision 1, and 325F.21, subdivision 1 may be enforced by the commissioner pursuant to section 216C.30.

Subd. 4. **Remedies cumulative.** Remedies taken under this section shall not exclude other civil or criminal actions under Minnesota Statutes.

History: *1978 c 786 s 9; Ex1979 c 2 s 38; 1981 c 356 s 206,248; 1986 c 444; 1987 c 312 art 1 s 10*

LANDSCAPE APPLICATION CONTRACTS

325F.245 LANDSCAPE APPLICATION CONTRACTS.

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

(a) "Landscape application" means pesticide applications, fertilizer applications, and other chemical applications of any kind for grass, turf, shrubs, or ornamental plants.

(b) "Commercial application company" means a person or business that provides landscape application for hire.

Subd. 2. **Written contract required.** (a) A contract for landscape application must be in writing, and must be signed by both the commercial application company and the property owner or the owner's agent. The contract must, at a minimum, contain the following information:

(1) the name, address, and phone number of the commercial application company;

(2) the total number of the regularly scheduled landscape applications to be performed each year;

(3) the cost of each regularly scheduled application and the yearly cost for all landscape applications; and

(4) the ending date of the contract.

(b) The commercial application company shall provide the property owner with a copy of the written contract.

Subd. 3. **Ending date.** (a) Every contract must contain a stated ending date.

(b) To extend service beyond the stated ending date, the commercial application company and property owner must enter into a separate written contract. The contract must conform in all respects to the requirements of this section.

Subd. 4. **Annual notice to property owner.** If a contract is for more than one year, then the commercial application company shall each year provide written notice to the property owner that the contract remains in effect and that landscape applications will resume according to the terms of the contract. The written notice must be provided to the property owner at least 15 days prior to the first landscape application of the year.

Subd. 5. **Cancellation of contract.** (a) A contract shall be canceled by the property owner upon the sale of the property that is the subject of the contract. To cancel the contract, the property owner shall notify the commercial application company that the property owner is canceling the contract.

(b) The commercial application company shall provide written notice to the property owner, in the contract or in another manner, that the contract must be canceled upon the sale of the property.

(c) A contract between a commercial application company and a property owner may not be enforced by the commercial application company against any subsequent owner of the property.

Subd. 6. **Exclusions.** This section does not apply to:

(1) pesticide, fertilizer, or chemical applications for the purpose of producing agricultural commodities or any commodity for sale;

(2) pesticide applications around or near the foundation of a building for the purpose of structural or indoor pest control;

(3) any single or isolated landscape application where the property owner or its agent verbally consents to the single or isolated application; or

(4) pesticide or fertilizer applications by a licensed, commercial application company that provides customers with the ability to cancel or discontinue the agreement at any time, for any reason, with full refund of any prepaid services that were not provided and without any cancellation or discontinuance penalty. Prior to the first application of the season, the commercial application company must provide annual written notice to the customer of the customer's ability to cancel or discontinue the agreement at any time. The customer must be allowed to cancel or discontinue the agreement at any time by communication to the company in writing, electronically, verbally by telephone, or in person to company representatives or on-site service personnel.

Subd. 7. **Penalties and remedies.** A person who violates this section is subject to the penalties and remedies, including a private right of action, as provided in section 8.31.

History: *1989 c 42 s 1; 2017 c 74 s 1*

BEDDING

325F.25 DEFINITIONS.

Subdivision 1. **Words, terms and phrases.** Unless the language or context clearly indicates that a different meaning is intended, the words, terms and phrases defined in this section, for the purposes of sections 325F.25 to 325F.32, shall be given the meanings subjoined to them.

Subd. 2. **Bedding.** "Bedding" means any mattress, upholstered spring, comforter, pad, cushion, or pillow designed and made for use in sleeping or reclining purposes.

Subd. 3. **Person.** "Person" includes individuals, corporations, partnerships, joint stock companies, or other business associations who are manufacturers or dealers in bedding.

Subd. 4. **New.** "New" means any material or article that has not previously been used in the manufacture of bedding articles, or for any other purpose.

Subd. 5. **Secondhand.** The term "secondhand" means any material or article that has been previously used in the manufacture of bedding or for any other purpose.

Subd. 6. **Shoddy.** "Shoddy" means any material that has been spun into yarn, knit or woven into fabric and subsequently cut up, broken up, or ground up.

History: *(3976-1) 1929 c 358 s 1; 1980 c 509 s 124; 1987 c 384 art 2 s 1*

325F.26 USE OF SECONDHAND MATERIAL FORBIDDEN IN CERTAIN CASES.

No person shall use, in the making or remaking of any article of bedding, any material that has been used in any private or public hospital, or any material of any kind that has been used by or about any person having an infectious or contagious disease, or has formed a part of any article of bedding which has so been used. This section shall not prevent the renovating of bedding used in any private or public hospital.

History: *(3976-2) 1929 c 358 s 2*

325F.27 SALE OF BEDDING.

No person shall sell, offer for sale, consign for sale, or possess with intent to sell, or consign for sale any bedding used in a private or public hospital or any article of bedding that has been used by or about any person having an infectious or contagious disease.

History: *(3976-3) 1929 c 358 s 3; 1986 c 444*

325F.28 MATERIAL MUST BE RENOVATED.

No person shall remake or renovate any article of bedding unless all the material to be used in such remade or renovated bedding shall first be thoroughly sterilized and disinfected by the methods set out herein, or by any other approved sterilization method:

(1) Dry heat of a temperature of not less than 160 degrees centigrade temperature for not less than one hour. (A thermometer for registering the temperature visible from the outside of the room shall be provided where dry heat is used);

(2) Live steam, with subsequent drying of the material over steam coils with a pressure of not less than 20 pounds of steam for 20 minutes. (A gauge for registering steam pressure visible from the outside of the

room shall be provided where steam under pressure is used and valved outlets shall be provided near the bottom and also the top of the room in cases where streaming steam is used);

(3) Formaldehyde and sulphur concurrently in a moist atmosphere for a period of not less than ten hours. Formaldehyde gas shall be generated from the use of one pint of formaldehyde solution, 37 percent to each 1,000 cubic feet of air space, or through the use of any of the high class commercial fumigators which generate an equivalent quantity of gas. Sulphur shall be from the burning of three pounds of sulphur for each 1,000 cubic feet of air space. The moist atmosphere shall be produced by thorough sprinkling of the floor of the room with warm water just prior to the process of disinfection.

The room shall be provided with a separate air inlet and also an exhaust connection, and shall be equipped with tight dampers or closure gates which can be operated from the outside of the room. Rooms for disinfection of bedding materials shall be made gas or steam tight. Shelving for loose bedding materials shall be of lattice or other open construction.

Solid shelves of a type to prevent passage of gas through the materials shall not be permitted.

History: *(3976-4) 1929 c 358 s 4*

325F.29 SALES FORBIDDEN; EXCEPTIONS; PENALTIES.

No person shall sell, lease, offer to sell or lease, or deliver or consign for sale or lease, or possess with intent to sell, lease, deliver, or consign for sale or lease, any bedding made, remade, or renovated in violation of sections 325F.25 to 325F.32 or any secondhand bedding unless since last used it has been thoroughly sterilized and disinfected as provided under section 325F.28. A violation of sections 325F.25 to 325F.32 is a misdemeanor. The penalty provisions of section 8.31 shall apply when any person is found to have violated sections 325F.25 to 325F.32.

History: *(3976-7) 1929 c 358 s 7; 1975 c 350 s 1; 1986 c 444*

325F.30 SHODDY MATERIAL TO BE LABELED.

No person, as principal or by agents, servants, or employees, shall make or sell, or offer to sell, deliver, or consign for sale, or possess with intent to sell, deliver, or consign for sale any bedding made of material that has theretofore been used as a container for or in contact with any animal or vegetable matter or any material defined as shoddy, unless the bedding shall be labeled as such, or any material that has theretofore been used unless the same shall have been cleaned and sterilized.

History: *(3976-8) 1929 c 358 s 8; 1986 c 444*

325F.31 BEDDING TO BE LABELED.

No person shall make or remake, or sell, offer for sale, consign for sale, or possess with intent to sell, offer for sale, or consign for sale any article of bedding unless the same is labeled as follows:

On each article of bedding a label of durable material not less than three by 4-1/2 inches in size shall be displayed, upon which shall be in plain print, in the English language, a description of the material used as filling of such article of bedding; and, if such material, or any portion thereof, shall not have been previously used, the words "manufactured of new material" shall appear upon the label, together with the name and address of the maker or vendor thereof. If any of the material used in the making or remaking of such article of bedding shall have been previously used, the words "manufactured of secondhand material" or "remade of secondhand material", as the case may be, shall appear upon the label, together with the name and address of the maker or vendor thereof, and also a description of the material used in the filling of such article of

bedding. On any article of bedding, not remade, but which has been previously used, the words "secondhand materials used in filling not known" shall appear upon the label, together with the name and address of the vendor thereof.

The statement required under this section shall be in form as follows:

"OFFICIAL STATEMENT

Materials used in filling.....

Made by.....

Vendor.....

Address.....

This article is made in compliance with Minnesota Statutes, sections 325F.25 to 325F.32."

The statement of compliance required in the foregoing official statement shall not be construed to imply that it is prohibited to state also that the article of bedding is made in compliance with any act or acts of other states.

The words "manufactured of new material", or "manufactured of secondhand material," or any article of bedding not remade, "secondhand materials used in filling not known," together with the description of the material used as filling of an article of bedding, shall be in letters not less than one-eighth of an inch in height. No term or description likely to mislead shall be used on any label to describe material used in the filling of any article of bedding. The label shall be attached to each mattress, pad, or upholstered spring by sewing all four edges of the label.

History: *(3976-9) 1929 c 358 s 9; Ex1967 c 1 s 6; 1969 c 421 s 1; 1975 c 350 s 2; 1986 c 444; 1987 c 384 art 2 s 1*

325F.32 FEATHERS TO BE RENOVATED.

Feathers used in making, remaking, or renovating new or secondhand bedding shall be thoroughly cured, sterilized, or disinfected.

History: *(3976-10) 1929 c 358 s 10*

325F.33 [Repealed, 1Sp1981 c 4 art 1 s 158]

325F.34 TESTIMONY; PRODUCTION OF BOOKS AND DOCUMENTS.

No person shall be excused from attending and testifying or from producing books, papers, contracts, agreements, and documents in any case or proceedings instituted or brought under the provisions of sections 325F.25 to 325F.32, or in obedience to a subpoena, in any such case or proceedings, on the ground or for the reason that the testimony or evidence, documentary or otherwise, required of the person may tend to criminate or subject the person to a penalty or forfeiture; but no person shall be prosecuted or subjected to any penalty or forfeiture for or on account of any transaction, matter, or thing concerning which the person may testify, or produce evidence, documentary or otherwise, in any such case or proceedings, or in obedience to a subpoena, in any such case or proceedings.

History: *(3976-47) 1939 c 403 s 5; 1941 c 326 s 5; 1Sp1981 c 4 art 1 s 159; 1986 c 444*

COTTON DUCK OR CANVAS

325F.35 DEFINITIONS.

Subdivision 1. **Words, terms and phrases.** Unless the language or context clearly indicates that a different meaning is intended, the words, terms and phrases defined in this section, for the purposes of sections 325F.35 to 325F.39, shall be given the meanings subjoined to them.

Subd. 2. **Cotton duck or canvas.** "Cotton duck" or "canvas" includes all cotton duck or canvas, whether single filling, double filling, army roll, or wide duck.

Subd. 3. **Yard.** The equivalent of 36 inches in length by 29 inches in width, or 7-1/4 square feet, of cotton duck or canvas shall constitute a yard.

Subd. 4. **Ounce.** An "ounce" shall be 1/16 of a pound avoirdupois.

History: *(3966, 3967) 1913 c 169 s 1,2; 1980 c 509 s 24*

325F.36 MANUFACTURE AND SALE OF COTTON DUCK OR CANVAS; STAMPS, BRANDS, AND MARKS.

Any person, company, or corporation who shall manufacture for sale, or who may offer or expose for sale, any cotton duck or canvas or any article, other than clothing and wearing apparel, composed or made, in whole or in part, of cotton duck or canvas, shall distinctly and durably stamp, brand, or mark thereon the true and correct weight of such cotton duck or canvas, by ounces per yard, together with a description by name of any filler or other preparation placed in or on the cotton duck or canvas since its manufacture.

History: *(3968) 1913 c 167 s 3*

325F.37 CERTAIN SALES UNLAWFUL; MISSTATEMENTS FORBIDDEN.

It shall be unlawful for any person or corporation, either individually or in any representative capacity, to carry for sale, sell, or endeavor to sell any cotton duck or canvas or any articles other than clothing and wearing apparel, composed or made, in whole or in part, of any cotton duck or canvas without having marked thereon the true and correct weight of the canvas or cotton duck, by ounces per yard, together with a description by name of any filler or other preparation placed in or on the cotton duck or canvas since its manufacture, or to misstate, misrepresent, or conceal the true weight of the canvas or cotton duck, by ounces per yard, or to misstate, misrepresent, or conceal the existence of any filler or other preparation placed in or on the cotton duck or canvas since its manufacture.

History: *(3969) 1913 c 167 s 4*

325F.38 [Repealed, 2003 c 4 s 1]

325F.39 UNLAWFUL TO DEFACE MARK.

It shall be unlawful for any person to deface, mutilate, obscure, conceal, efface, cancel, or remove any mark provided for by sections 325F.35 to 325F.39, or cause or permit the same to be done with intent to mislead, deceive, or to violate any of the provisions of sections 325F.35 to 325F.39.

History: *(3971) 1913 c 167 s 6*

325F.40 VIOLATIONS; PENALTIES.

Any person, company, or corporation violating any of the provisions of sections 325F.35 to 325F.39 is guilty of a misdemeanor.

History: *(3972) 1913 c 167 s 7; 1961 c 561 s 10; 1973 c 151 s 3; 1987 c 329 s 21; 2005 c 10 art 3 s 17*

325F.41 TESTIMONY; PRODUCTION OF BOOKS AND DOCUMENTS.

No person shall be excused from attending and testifying or from producing books, papers, contracts, agreements, and documents in any case or proceedings instituted or brought under the provisions of section 325F.40, or in obedience to a subpoena, in any such case or proceedings, on the ground or for the reason that the testimony or evidence, documentary or otherwise, required of the person may tend to criminate or subject the person to a penalty or forfeiture; but no person shall be prosecuted or subjected to any penalty or forfeiture for or on account of any transaction, matter, or thing concerning which the person may testify, or produce evidence, documentary or otherwise, in any such case or proceedings, or in obedience to a subpoena, in any such case or proceedings.

History: *(3976-47) 1939 c 403 s 5; 1941 c 326 s 5; 1986 c 444*

FUR WEARING APPAREL

325F.42 FRAUD IN THE SALE OF FUR WEARING APPAREL.

Subdivision 1. **Fur constituent part.** Articles of wearing apparel of which fur is a constituent part shall not be sold or offered for sale at retail in the state under any false or deceptive name.

Subd. 2. **False and deceptive name.** For the purposes of this section, "false or deceptive name" means a name which implies that the fur which is a constituent part of the article is of substantially greater value than the fur which is actually used.

Subd. 3. **Identifying tag attached to garment.** The fur which is a constituent part of any article of wearing apparel sold or offered for sale at retail shall be identified by its true name, and its trade name, if any, upon a tag or ticket prominently attached or displayed on the garment and shall be identified further by its true name, and its trade name, if any contained on a sales slip or invoice delivered to the purchaser at the time of sale.

Subd. 4. **Violations and penalty.** Any person who violates any of the provisions of this section shall be guilty of a gross misdemeanor.

History: *1949 c 203 s 1-4*

IMITATION INDIAN-MADE GOODS

325F.43 IMITATION INDIAN-MADE GOODS TO BE BRANDED.

All goods, wares, and merchandise known as moccasins, bead work, birchbark baskets, deerskin work, grass rugs, sweet grass baskets, and other goods which are manufactured or produced in imitation of genuine American Indian-made goods, wares, or merchandise shall be branded, labeled, or marked, as hereinafter provided, before being exposed for sale and shall not be exposed or sold without such brand, label, or mark thereon. For purposes of this section, Indian-made goods are those made exclusively by persons who are of

at least one-quarter Indian blood or who are listed on the rolls of the United States Bureau of Indian Affairs as Indians.

History: *(3976-61) 1937 c 196 s 1; 1973 c 151 s 1*

325F.44 BRAND.

The brand, label, or mark required by section 325F.43 shall be the words "not Indian-made" and shall be placed or attached outside of and on a conspicuous part of the finished article so as to be plainly visible to the purchasing public, and shall be the size and style known as great primer Roman capitals. Such brand or mark, if the article will permit, shall be placed upon it, but when such branding or marking is impossible a label shall be used and attached thereto.

History: *(3976-62) 1937 c 196 s 2; 1973 c 151 s 2*

325F.45 GOODS NOT TO BE SOLD WITHOUT BRAND.

No person shall sell, offer for sale, or have in possession for the purpose of sale, imitation goods, wares, or merchandise described in section 325F.43 without the brand, label, or mark required by sections 325F.43 and 325F.44 being placed thereon or attached thereto, or remove, conceal, or deface such brand, label, or mark.

History: *(3976-63) 1937 c 196 s 3*

325F.46 REMEDIES.

Subdivision 1. **Civil remedy.** Any person injured by a violation of sections 325F.43 to 325F.45 may bring a civil action and recover damages, together with costs and disbursements, including reasonable attorney's fees, and receive other equitable relief as determined by the court.

Subd. 2. **Criminal penalty.** Any person who knowingly violates the provisions of sections 325F.43 to 325F.45 shall be guilty of a misdemeanor.

Subd. 3. **Other remedies.** The provisions of this section shall not be construed as restricting or precluding other remedies at law.

History: *1973 c 151 s 4; 1981 c 267 s 1*

SALES OF BLIND-MADE ARTICLES OR PRODUCTS

325F.47 MISREPRESENTATION OF BLIND-MADE ARTICLES OR PRODUCTS.

Subdivision 1. **Prohibition; interpretation.** No person shall sell or offer for sale on either wholesale or retail levels within the state of Minnesota, any article or product which is said or represented to have been "blind-made" or with a connotation or an association with blindness unless such article or product shall have been made, processed, or repaired within the limits of the following specifications:

(a) Blind labor shall mean such work which has been expended by individuals whose central visual acuity does not exceed 20/200 in the better eye, with correcting lenses, or whose visual acuity is greater than 20/200 but with a limitation in the field of vision, such that the widest diameter of the visual field subtends an angle no greater than 20 degrees as determined by an eye specialist.

(b) A "blind-made" article or product shall mean that at least 75 percent of the hours of direct labor expended in the preparation, processing, packaging, or improvement of an article or product, excluding the supervision, inspection, administration, or shipping, shall have been performed by a person or persons whose visual acuity falls within the definition of blindness described above.

Subd. 2. **Labeling requirement.** Any article or product which is sold or offered for sale in this state as a blind-made product shall include in its labeling the name of its manufacturer.

Subd. 3. **Criminal penalty.** Any person, firm, or agency that willfully violates any provision of this section shall be guilty of a misdemeanor.

History: *1957 c 544 s 1-3*

PRISON-MADE GOODS

325F.48 PRISON-MADE GOODS ARE SUBJECT TO LAWS OF STATE.

All goods, wares, and merchandise manufactured, produced, or mined, wholly or in part by convicts or prisoners (except convicts or prisoners on parole or probation), or in any penal or reformatory institutions, transported into the state and remaining therein for use, consumption, sale, or storage, shall, upon arrival and delivery in the state, be subject to the operation and effect of the laws of the state, to the same extent and in the same manner as though such goods, wares, and merchandise had been manufactured, produced, or mined in the state, and shall not be exempt therefrom by reason of being introduced in the original package or otherwise.

History: *(3976-21) 1935 c 267 s 1*

325F.49 [Repealed, 1Sp1981 c 4 art 1 s 191]

325F.50 [Repealed, 1Sp1981 c 4 art 1 s 191]

AIRPORT FOREIGN CURRENCY EXCHANGES

325F.51 OPERATION OF AIRPORT FOREIGN CURRENCY EXCHANGES.

Subdivision 1. **Posted disclosures.** No foreign currency exchange shall be operated at an airport in this state unless a conspicuously posted and easily legible sign on the premises discloses

(1) the corporate or business name of the operator of the facility; and

(2) the facility's current rates for buying and selling all foreign currencies traded.

Subd. 2. **Remedies.** A violation of this section is subject to the remedies provided in section 8.31.

History: *1978 c 590 s 1*

325F.52 [Renumbered 325F.73]

GROCERIES; PRICE LABELS; STORES USING ELECTRONIC OR MAGNETIC SCANNERS

325F.53 RETAIL MERCHANDISE; PRICE MARKING.

Subdivision 1. **Requirements.** In any store primarily engaged in the sale of grocery products at retail using an electronic or magnetic scanner to read the price of grocery products presented for check-out, every canned, bottled, boxed or bagged item of merchandise sold or offered for sale at retail shall have the selling price conspicuously displayed. If a grocery product is canned, bottled, boxed or bagged, but sold in quantities of more than one in the containers in which the product came from the manufacturer or distributor, the price may be marked on the outer containers rather than on each individual item.

Subd. 2. **Nonapplication.** Subdivision 1 does not apply to:

(a) food items intended to be consumed on or about the retail premises;

(b) grocery products sold by a store primarily engaged in the sale of grocery products at retail which are under three cubic inches in size, weigh less than three ounces, and are priced under 30 cents;

(c) grocery products sold by a store primarily engaged in the sale of grocery products offered for a period of seven days or less on sale in good faith at a price below the price such merchandise is usually sold for in the store, provided that the sale price is clearly indicated to the consumer by conspicuous sign or otherwise, located at or near the point of sale of such merchandise;

(d) cigarettes, cigars, tobacco and tobacco products with a retail price of $1 or less;

(e) items actually sold through vending machines; and

(f) any type of grocery product sold by a store primarily engaged in the sale of grocery products which is not marked in accordance with the uniform products code or any similar marking system designed to be scanned by electronic or magnetic check-out equipment.

Subd. 3. **Retailer exemptions.** In addition to the exemptions allowed in subdivision 2, a retailer may choose to not individually price mark not more than 25 classes of items or individual items which classes or items shall be set forth on a list posted in a conspicuous place in the retail store, and may choose to not individually price mark not more than 25 additional classes of items or individual items which are advertised or featured at a reduced price.

History: *1978 c 737 s 1; 2017 c 48 s 1*

325F.54 PENALTIES.

(a) Knowingly and willfully failing to have a clearly readable price indicated on more than six individual items of the same commodity shall constitute a petty misdemeanor and each commodity not priced in compliance with sections 325F.53 to 325F.55 shall constitute a separate violation. Each day that a violation continues shall also constitute a separate violation;

(b) Notwithstanding any other provision of law, any person may bring an action to enjoin a violation of sections 325F.53 to 325F.55.

History: *1978 c 737 s 2*

325F.55 LOCAL ORDINANCE PREEMPTED.

No subordinate unit of government may adopt or enforce any rule or ordinance requiring individually marked prices on retail merchandise other than that contained in sections 325F.53 to 325F.55.

History: *1978 c 737 s 3*

REPAIRS; SERVICES

325F.56 DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 325F.56 to 325F.66, the following terms have the meanings given them.

Subd. 2. **Repairs.** "Repairs" means work performed for a total price of more than $100, including the price of parts and materials, to restore a malfunctioning, defective, or worn motor vehicle, appliance, or dwelling place used primarily for personal, family, or household purposes and not primarily for business or agricultural purposes. Repairs do not include service calls or estimates.

Subd. 3. **Motor vehicle.** "Motor vehicle" means a vehicle which is self-propelled.

Subd. 4. **Appliance.** "Appliance" means any electrical, mechanical, or thermal device or machine.

Subd. 5. **Dwelling place.** "Dwelling place" means a room, apartment, or structure in which one or more persons live or any fixture thereof.

Subd. 6. **Shop.** "Shop" means an individual, corporation, partnership, or any other form of business organization which derives income, in whole or part, by engaging in the business of repairs.

Subd. 7. **Customer.** "Customer" means a customer of a shop and the agents of a customer.

Subd. 8. **Written estimate.** "Written estimate" means a writing which includes:

(a) the name and address of the shop;

(b) a description of the problem to be repaired as described by the customer and any specific repair requested by the customer;

(c) the charges for parts or materials listed with reasonable particularity and indicating whether the parts are new, used, rebuilt, reconditioned, or replated if this information is known by the shop. If parts, other than window glass, used in the repair are new parts, the estimate must indicate whether or not those parts are original equipment parts;

(d) a reasonable storage fee, if the shop imposes a fee for storage;

(e) labor charges;

(f) tax;

(g) any delivery charge;

(h) any other charges; and

(i) the total estimated price.

History: *1978 c 710 s 1; 1987 c 64 s 3; 1988 c 444 s 1; 1996 c 384 s 4; 2024 c 114 art 3 s 48*

325F.57 SERVICE CALLS.

A shop may impose a towing, minimum, or other service charge for making a call at a place other than the shop. The service charge may be imposed in addition to any charges for making an estimate or performing repairs, and it may be imposed even though no estimate is made or repairs performed. Upon the request of the customer, the shop shall inform the customer before making a service call that a service charge will be imposed and the basis on which the charge will be calculated.

History: *1978 c 710 s 2*

325F.58 ESTIMATES.

Subdivision 1. **Written estimate required; contents.** Upon the request of a customer for a written estimate and prior to the commencement of repairs, a shop shall provide the customer with a written estimate. The shop shall include in the estimate all the parts and materials and labor which in the standard practice of the trade or industry would normally be included in the repairs for which the estimate was requested.

Subd. 2. **Authorized charge.** A shop may impose an additional charge for making a written estimate, and the charge may include charges for disassembly, diagnosis, and reassembly necessary to make the estimate. However, a shop shall not impose a charge for making an estimate unless the shop informs the customer that there will be a charge and the basis on which the charge will be calculated before making the estimate and receives authorization to make the estimate.

Subd. 3. **Notice of other charges.** At the time a shop provides a customer with a written estimate, the shop shall inform the customer that any charge for storage or care, a service call or a charge for making an estimate shall be in addition to the estimated price for the repairs.

Subd. 4. **Shop duties.** At the option of the customer and upon the customer's authorization a shop which provides a written estimate shall:

(a) if the customer elects and the shop undertakes the repairs, perform the repairs described in the estimate; or

(b) return the unrepaired motor vehicle, appliance, or dwelling place as close as possible to its former condition and release the motor vehicle or appliance to the customer upon payment of any charges for making the estimate or a service call.

Subd. 5. **Limitation.** A shop is not required to provide a written estimate for repairs or service calls it does not agree to perform.

Subd. 6. **Authorized charges.** If a shop provides a written estimate of the price of repairs, it shall not charge more than 110 percent of the total price stated in its estimate for the repairs; except if a shop after commencing repairs determines that additional work is necessary to accomplish repairs that are the subject of a written estimate and if the shop did not unreasonably fail to disclose the possible need for the additional work when the estimate was made, the shop may charge more than 110 percent of the estimate for the repairs if the shop immediately provides the customer a revised written estimate pursuant to this section and receives authorization to continue with the repairs. If continuation of the repairs is not authorized, the shop shall return the motor vehicle, appliance, or dwelling place as close as possible to its former condition or place it in a mutually agreed-upon condition and shall release the item to the customer upon payment of charges

for repairs actually performed and not in excess of 110 percent of the original estimate. Nothing in this subdivision shall be construed to authorize repair charges in excess of reasonable charges for parts and materials and labor.

Subd. 7. **Alternative compliance.** The requirement of a written estimate in sections 325F.56 to 325F.66 is fulfilled if a shop orally communicates the contents of a required writing to the customer prior to commencing repairs and provides the writing to the customer upon completion of the repairs. If the contents are orally communicated, the shop shall make a notation on the writing of the date, time, and telephone number called, if any, and the name of the person who receives the information and orally authorizes the making of the estimated repairs.

Subd. 8. **Additional repairs.** If a shop after commencing repairs determines that additional repairs not previously authorized are necessary, the shop may perform the additional repairs if it complies with this section. A customer shall have a right to request a written estimate before any additional repairs are commenced on the motor vehicle, appliance, or dwelling place regardless of whether the customer requested a written estimate of the price of the original repairs.

History: *1978 c 710 s 3; 1986 c 444; 1988 c 444 s 2*

325F.59 REPAIRS.

No shop shall charge for unauthorized repairs. No shop shall perform repairs it knows or has reason to know are unnecessary to the restoration of a motor vehicle, appliance, or dwelling place unless the customer authorizes the repairs after the shop informs the customer that they are unnecessary.

History: *1978 c 710 s 4*

325F.60 INVOICE.

Subdivision 1. **Definition; requirements.** Notwithstanding the provisions of section 325F.56, subdivision 2, for the purpose of this section "repair" means work of any value performed under a manufacturer's warranty, a service contract, or an insurance policy; or any repair work performed for a total value of more than $50, including the price of parts and materials, to restore a malfunctioning, defective, or worn motor vehicle, appliance, or dwelling place used primarily for personal, family, or household purposes and not primarily for business or agricultural purposes. "Repairs" do not include service calls or estimates. Upon completion of repairs, a shop shall provide the customer with a copy of a dated invoice for the repairs performed. If the customer receives a repaired motor vehicle or appliance without face to face contact with the shop, the shop shall mail the invoice to the customer within two business days after the shop has knowledge of removal of the item. The invoice shall contain the following information:

(a) the date of repair;

(b) the name and address of the shop;

(c) a description of all repairs performed;

(d) an itemization of the charges for parts, materials, labor, tax, delivery, storage or care, and any other charges assessed against the customer;

(e) a notation specifying which parts, if any, are new, used, rebuilt, reconditioned, or replated if that information is known by the shop. If parts, other than window glass, used in the repair are new parts, the invoice must indicate whether or not those parts are original equipment parts;

(f) a statement of any charge for storage or care, a service call or for making an estimate;

(g) a statement of the odometer reading at the time a motor vehicle is presented for repairs; and

(h) a statement of the symptoms, as described by the customer, for which the repairs were sought.

Subd. 2. **Estimate as invoice.** A written estimate may be used as an invoice if the required invoice information is written on the face of the estimate.

History: *1978 c 710 s 5; 1981 c 134 s 1; 1987 c 64 s 4; 1988 c 444 s 3*

325F.61 RETURN OF PROPERTY.

A shop shall return to a customer, upon reasonable demand, the customer's repaired motor vehicle or appliance if the customer pays the shop's bill except the proportion of the bill which represents:

(a) repairs, service calls, or estimates which were performed but not authorized;

(b) charges for service calls or for making estimates which exceed the charges disclosed to the customer prior to the service call or estimate; or

(c) charges for repairs which exceed 110 percent of charges authorized for repairs by the customer pursuant to section 325F.58, subdivision 6, plus 110 percent of the sum of the total prices in written estimates given in connection with repairs. Nothing in this section shall be construed to authorize repair charges in excess of reasonable charges for parts and materials and labor.

History: *1978 c 710 s 6*

325F.62 REQUIRED SHOP PRACTICES.

Subdivision 1. **Return of replaced parts.** If a customer makes a request before repairs are commenced, the shop shall return replaced parts to the customer, except parts which the shop is required to return to the manufacturer, distributor, or other person under a warranty or exchange arrangement, is required to retain pursuant to law, or is necessary for pending litigation. The customer shall be given an opportunity to examine warranty or exchange parts for a period of five business days after completion of repairs.

Subd. 2. **Record retention, inspection, and copying.** When repairs are performed, a shop shall retain for at least one year the name and address of the customer, any written estimates and the repair invoice. The records shall be available for reasonable inspection and copying by law enforcement officials upon reasonable prior notice and during regular business hours. Upon payment to a shop of any reasonable costs of reproduction, a customer shall have the right to a copy of documents retained by the shop reflecting any repair transaction to which the customer was a party.

Subd. 3. **Required notice to be displayed.** Each shop shall conspicuously display a sign that states the following: "Upon a customer's request, this shop is required to provide a written estimate for repairs costing more than $100 if the shop agrees to perform the repairs. The shop's final price cannot exceed its written estimate by more than ten percent without the prior authorization of the customer. You must request that the estimate be in writing. An oral estimate is not subject to the above repair cost limitations." If the shop charges a fee for the storage or care of repaired motor vehicles or appliances, the shop shall conspicuously display a sign that states the amount assessed for storage or care, when the charge begins to accrue, and the interval of time between assessments.

History: *1978 c 710 s 7; 1988 c 444 s 4; 1996 c 384 s 5; 2024 c 114 art 3 s 49*

325F.63 REMEDIES; PENALTIES.

Subdivision 1. **Return of goods to customer.** A violation of section 325F.61 shall entitle the customer to the return of the repaired motor vehicle or appliance without payment of the unauthorized or excess charges, or to consequential damages, reasonable attorney's fees as determined by the court, and punitive damages not to exceed three times the total charges. Acceptance by the shop of the amount offered by the customer shall not be an admission that the amount offered is the true and correct amount owing and payable.

Subd. 2. **Failure to return parts.** If a shop refuses return of a customer's replaced parts in violation of section 325F.62, subdivision 1 despite a timely request, the shop shall be liable for the reasonable value of the parts.

Subd. 3. **Violation as fraud, misrepresentation, or deceptive practice.** Any violation of sections 325F.56 to 325F.66 shall be deemed a violation of section 325F.69, subdivision 1, and the provisions of section 8.31, shall apply.

Subd. 4. **Remedies cumulative.** The remedies of this section are to be construed as cumulative in addition to those provided by the common law and other statutes of this state.

History: *1978 c 710 s 8*

325F.64 EXEMPTIONS.

Subdivision 1. **Insurance or service contracts.** Sections 325F.57 to 325F.59 and 325F.61 to 325F.66 shall not apply if an insurer or service contract company pays up to 90 percent of the charge for repairs or pays a charge for repairs above a deductible amount specified in an insurance agreement or service contract.

Subd. 2. **Free repairs.** Sections 325F.57 to 325F.59 and 325F.61 to 325F.66 shall not apply when repairs are performed free of charge to the customer under warranty.

History: *1978 c 710 s 9; 1981 c 134 s 2*

325F.65 PREEMPTION BY STATE.

The provisions of sections 325F.56 to 325F.66 shall be construed to supersede local ordinances regulating repairs, service calls, and estimates except for more restrictive regulation.

History: *1978 c 710 s 10*

325F.66 TITLE.

Sections 325F.56 to 325F.65 may be cited as the "Truth in Repairs Act."

History: *1978 c 710 s 11*

325F.661 SALE OF ELECTRIC-ASSISTED BICYCLES AND OTHER ELECTRIC CYCLES.

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

(b) "Class 1 electric-assisted bicycle," "class 2 electric-assisted bicycle," and "class 3 electric-assisted bicycle" have the meanings given in section 169.011, subdivisions 15a, 15b, and 15c.

(c) "Electric-assisted bicycle" has the meaning given in section 169.011, subdivision 27.

(d) "Motorcycle" has the meaning given in section 169.011, subdivision 44.

(e) "Motorized bicycle" has the meaning given in section 169.011, subdivision 45.

(f) "Multiple mode electric-assisted bicycle" has the meaning given in section 169.011, subdivision 45a.

Subd. 2. **Electric-assisted bicycle.** Before a purchase is completed, a seller of an electric-assisted bicycle must disclose to a consumer in written form:

(1) the maximum motor power of the electric-assisted bicycle;

(2) the maximum speed of the electric-assisted bicycle, as evaluated using a test method matching the criteria specified in Code of Federal Regulations, title 16, section 1512.2(a)(2), or successor requirements; and

(3) whether the electric-assisted bicycle is a class 1, class 2, class 3, or multiple mode electric-assisted bicycle.

Subd. 3. **Other electric cycles.** (a) A seller of a motorized bicycle or motorcycle equipped with an electric motor for propulsion may not sell the vehicle or offer the vehicle for sale if it is labeled as a class 1, class 2, class 3, or multiple mode electric-assisted bicycle.

(b) Before a purchase is completed and in any advertising materials, a seller of a motorized bicycle or motorcycle equipped with an electric motor for propulsion who describes the vehicle as an "electric bicycle," "electric bike," "e-bike," or other similar term must disclose to a consumer:

(1) the name or classification of the vehicle under state law or the most likely classification following an intended or anticipated vehicle modification as defined in section 169.011, subdivision 27, paragraph (c); and

(2) the following statement:

"This vehicle is not an "electric-assisted bicycle" as defined in Minnesota law. It is instead a type of motor vehicle and subject to applicable motor vehicle laws if used on public roads or public lands. Your insurance policies might not provide coverage for crashes involving the use of this vehicle. To determine coverage, you should contact your insurance company or agent."

(c) Advertising materials under paragraph (b) include but are not limited to a website or social media post that identifies or promotes the vehicle.

(d) The disclosure under paragraph (b) must be (1) written, and (2) provided clearly and conspicuously and in a manner designed to attract the attention of a consumer.

Subd. 4. **Unlawful practices.** It is an unlawful practice under section 325F.69 to advertise, offer for sale, or sell a motorized bicycle or motorcycle equipped with an electric motor for propulsion:

(1) as an electric-assisted bicycle; or

(2) using the words "electric bicycle," "electric bike," "e-bike," or other similar term without providing the disclosure required under subdivision 3.

History: *2024 c 127 art 3 s 95*

SALE OF USED MOTOR VEHICLES

325F.662 SALE OF USED MOTOR VEHICLES.

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

(a) "Consumer" means the purchaser, other than for purposes of resale, of a used motor vehicle used primarily for personal, family, or household purposes.

(b) "Dealer" means a motor vehicle dealer or lessor, as defined in section 168.27, subdivisions 2, 3, and 4, whether licensed or unlicensed, or the dealer's or lessor's agent, who is engaged in the business of selling or arranging the sale of used motor vehicles in this state; except that, the term does not include a bank or financial institution, a business selling a used motor vehicle to an employee of that business, a lessor selling, either directly or indirectly, a leased used motor vehicle to that vehicle's lessee or a family member or employee of the lessee, or a licensed auctioneer selling motor vehicles at an auction if, in the ordinary course of the auctioneer's business, the sale of motor vehicles is incidental to the sale of other real or personal property.

(c) "Motor vehicle" means a passenger automobile, as defined in section 168.002, subdivision 24, including pickup trucks and vans.

(d) "Used motor vehicle" means any motor vehicle which has been driven more than the limited use necessary in moving or road testing a new motor vehicle prior to delivery to a consumer. The term does not include a new motor vehicle sold by a dealer franchised to sell the vehicle if the vehicle was driven for demonstration purposes using dealer plates and if, when the vehicle was sold, it carried a manufacturer's express warranty which provides coverage at least as broad with respect to covered components and duration as that required by this section.

(e) "Express warranty" means a dealer's written statement, as defined in section 325G.17, subdivision 5, provided to a consumer in connection with the sale of a used motor vehicle.

(f) "Buyer's Guide" means the window form required by the Federal Trade Commission's "Used Motor Vehicle Trade Regulation Rule," Code of Federal Regulations, title 16, section 455.2.

Subd. 2. **Written warranty required.** (a) Every used motor vehicle sold by a dealer is covered by an express warranty which the dealer shall provide to the consumer in writing. At a minimum, the express warranty applies for the following terms:

(1) if the used motor vehicle has less than 36,000 miles, the warranty must remain in effect for at least 60 days or 2,500 miles, whichever comes first;

(2) if the used motor vehicle has 36,000 miles or more, but less than 75,000 miles, the warranty must remain in effect for at least 30 days or 1,000 miles, whichever comes first; and

(3) unless the vehicle is sold by a new motor vehicle dealer, as defined in section 168.27, subdivision 2, if the used motor vehicle has 75,000 miles or more, but less than 200,000 miles, the warranty must remain in effect for at least 15 days or 500 miles, whichever comes first.

(b) The express warranty must require the dealer, in the event of a malfunction, defect, or failure in a covered part, to repair or replace the covered part, or at the dealer's election, to accept return of the used motor vehicle from the consumer and provide a refund to the consumer.

(c) For used motor vehicles with less than 36,000 miles, the dealer's express warranty shall cover, at minimum, the following parts:

(1) with respect to the engine, all lubricated parts, intake manifolds, engine block, cylinder head, rotary engine housings, and ring gear;

(2) with respect to the transmission, the automatic transmission case, internal parts, and the torque converter; or, the manual transmission case, and the internal parts;

(3) with respect to the drive axle, the axle housings and internal parts, axle shafts, drive shafts and output shafts, and universal joints; but excluding the secondary drive axle on vehicles, other than passenger vans, mounted on a truck chassis;

(4) with respect to the brakes, the master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings, and disc brakes calipers;

(5) with respect to the steering, the steering gear housing and all internal parts, power steering pump, valve body, piston, and rack;

(6) the water pump;

(7) the externally mounted mechanical fuel pump;

(8) the radiator;

(9) the alternator, generator, and starter.

(d) For used motor vehicles with 36,000 miles or more, but less than 200,000 miles, the dealer's express warranty shall cover, at minimum, the following parts:

(1) with respect to the engine, all lubricated parts, intake manifolds, engine block, cylinder head, rotary engine housings, and ring gear;

(2) with respect to the transmission, the automatic transmission case, internal parts, and the torque converter; or, the manual transmission case, and internal parts;

(3) with respect to the drive axle, the axle housings and internal parts, axle shafts, drive shafts and output shafts, and universal joints; but excluding the secondary drive axle on vehicles, other than passenger vans, mounted on a truck chassis;

(4) with respect to the brakes, the master cylinder, vacuum assist booster, wheel cylinders, hydraulic lines and fittings, and disc brake calipers;

(5) with respect to the steering, the steering gear housing and all internal parts, power steering pump, valve body, and piston;

(6) the water pump;

(7) the externally mounted mechanical fuel pump.

(e)(1) A dealer's obligations under the express warranty remain in effect notwithstanding the fact that the warranty period has expired, if the consumer promptly notified the dealer of the malfunction, defect, or failure in the covered part within the specified warranty period and, within a reasonable time after notification, brings the vehicle or arranges with the dealer to have the vehicle brought to the dealer for inspection and repair.

(2) If a dealer does not have a repair facility, the dealer shall designate where the vehicle must be taken for inspection and repair.

(3) In the event the malfunction, defect, or failure in the covered part occurs at a location which makes it impossible or unreasonable to return the vehicle to the selling dealer, the consumer may have the repairs completed elsewhere with the consent of the selling dealer, which consent may not be unreasonably withheld.

(4) Notwithstanding the provisions of this paragraph, a consumer may have nonwarranty maintenance and nonwarranty repairs performed other than by the selling dealer and without the selling dealer's consent.

(f) Nothing in this section diminishes the obligations of a manufacturer under an express warranty issued by the manufacturer. The express warranties created by this section do not require a dealer to repair or replace a covered part if the repair or replacement is covered by a manufacturer's new car warranty, or the manufacturer otherwise agrees to repair or replace the part.

(g) The express warranties created by this section do not cover defects or repair problems which result from collision, abuse, negligence, or lack of adequate maintenance following sale to the consumer.

(h) The terms of the express warranty, including the duration of the warranty and the parts covered, must be fully, accurately, and conspicuously disclosed by the dealer on the front of the Buyers Guide.

Subd. 3. **Exclusions.** Notwithstanding the provisions of subdivision 2, a dealer is not required to provide an express warranty for a used motor vehicle:

(1) except for a used motor vehicle described in subdivision 2, paragraph (a), clause (3), sold for a total cash sale price of less than $3,000, including the trade-in value of any vehicle traded in by the consumer, but excluding tax, license fees, registration fees, and finance charges;

(2) with an engine designed to use diesel fuel;

(3) with a gross weight, as defined in section 168.002, subdivision 13, in excess of 9,000 pounds;

(4) that has been custom-built or modified for show or for racing;

(5) except for a used motor vehicle described in subdivision 2, paragraph (a), clause (3), that is eight years of age or older, as calculated from the first day in January of the designated model year of the vehicle;

(6) that has been produced by a manufacturer which has never manufactured more than 10,000 motor vehicles in any one year;

(7) that has 200,000 miles or more at time of sale;

(8) that has not been manufactured in compliance with applicable federal emission standards in force at the time of manufacture as provided by the Clean Air Act, United States Code, title 42, sections 7401 through 7642, and regulations adopted pursuant thereto, and safety standards as provided by the National Traffic and Motor Safety Act, United States Code, title 15, sections 1381 through 1431, and regulations adopted pursuant thereto; or

(9) that has been issued a certificate of title that bears a "salvage" brand or stamp under section 168A.151.

Subd. 4. **Waiver.** When purchasing a used motor vehicle, a consumer may waive the express warranty for a covered part if:

(1) the dealer discloses in a clear and conspicuous typed or printed statement on the front of the Buyers Guide that the waived part contains a malfunction, defect, or repair problem; and

(2) the consumer circles this typed or printed statement and signs the Buyers Guide next to the circled statement.

Subd. 5. **Warranty automatic.** If a dealer fails to give the express warranty required by this section, the dealer nevertheless is considered to have given the express warranty as a matter of law.

Subd. 6. **Buyer's guide requirements.** In selling or offering to sell any used motor vehicle, and in providing the express warranty required by this section, a dealer shall comply in all respects with the Federal Trade Commission's "Used Motor Vehicle Trade Regulation Rule," Code of Federal Regulations, title 16, part 455.

Subd. 7. **Honoring of express warranties.** (a) In accordance with section 325G.19, subdivision 2, every express warranty in connection with the sale of a used motor vehicle must be honored by the dealer according to the terms of the express warranty.

(b) Following repair or replacement of a covered part, the dealer remains responsible under the express warranty for that covered part for one additional warranty period.

(c) By honoring the terms of the express warranty by repairing or replacing a covered part, the dealer does not create an additional implied warranty on any portion of the used motor vehicle.

(d) A dealer may limit the duration of implied warranties to the duration of the express warranty.

Subd. 8. **Refunds.** (a) A refund, as provided under subdivision 2, must consist of the full purchase price of the used motor vehicle and all other charges, including but not limited to excise tax, registration tax, license fees, and reimbursement for towing expenses incurred by the consumer as a result of the vehicle being out of service for warranty repair, less a reasonable allowance for the consumer's use of the vehicle not exceeding ten cents per mile driven or ten percent of the purchase price, whichever is less. Refunds must include the amount stated by the dealer as the trade-in value of any vehicle traded in and applied to the purchase price of the used motor vehicle. Refunds must be made to the consumer and lienholder, if any, as their interests appear on the records of the registrar of motor vehicles.

(b) The amount of the excise tax to be paid by the dealer to the consumer under paragraph (a) is the tax paid by the consumer when the vehicle was purchased less an amount equal to the tax paid multiplied by a fraction, the denominator of which is the purchase price of the vehicle and the numerator of which is the allowance deducted from the refund for the consumer's use of the vehicle.

(c) A dealer must give the consumer an itemized statement listing each of the amounts refunded under this subdivision. If the amount of excise tax refunded is not separately stated, or if the dealer does not apply for a refund of the tax within one year of the return of the motor vehicle, the Department of Public Safety may refund the excise tax, as determined under paragraph (b), directly to the consumer and lienholder, if any, as their interests appear on the records of the registrar of motor vehicles.

Subd. 8a. **Certified motor vehicle.** (a) It is unlawful for a dealer to advertise for sale or sell a used motor vehicle as "certified" or use any similar descriptive term in the advertisement or the sale of a used motor vehicle that implies the vehicle has been certified to meet the terms of a used motor vehicle certification program if any of the following apply:

(1) the dealer knows or should know that the odometer on the vehicle does not indicate actual mileage, has been rolled back or otherwise altered to show fewer miles, or has been replaced with an odometer showing fewer miles than actually driven;

(2) the dealer knows or should know that the vehicle was reacquired by the vehicle's manufacturer or a dealer pursuant to state or federal warranty laws;

(3) the dealer knows or should know that the title to the vehicle has been inscribed with the notation "damaged," "flood," "junk," "lemon law buyback," "manufacturer repurchase," "nonrepairable," "rebuilt," "reconditioned," "salvage," or similar title designation required by this state or another state;

(4) the dealer knows or should know that the vehicle has sustained damage in an impact, fire, or flood, that substantially impairs the use or safety of the vehicle;

(5) the dealer knows or should know that the vehicle has sustained frame damage;

(6) prior to sale, the dealer fails to provide the buyer with a completed inspection report indicating all the components inspected;

(7) the dealer disclaims any warranties of merchantability on the vehicle; or

(8) the vehicle is sold "AS IS."

(b) This section does not abrogate or limit any disclosure obligation imposed by any other law.

Subd. 9. **Civil remedies.** Any dealer 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. In addition, a violation of subdivision 7 is also a violation of section 325F.69.

Subd. 10. **Limitation on actions.** A private civil action brought by a consumer under this section with respect to a warranty claim must be commenced within one year of the expiration of the express warranty.

Subd. 11. **Remedy nonexclusive.** Nothing in this section limits the rights or remedies which are otherwise available to a consumer under any other law.

History: *1988 c 634 s 12; 1989 c 34 s 1,2; 1990 c 408 s 1; 1994 c 536 s 23; 2007 c 99 s 6,7; 2022 c 57 s 9; 2023 c 57 art 4 s 13,14*

MOTOR VEHICLE DAMAGE DISCLOSURES AND TITLE BRANDING

325F.664 NEW MOTOR VEHICLE DAMAGE DISCLOSURES.

Subdivision 1. **Definition.** For the purposes of this section, the term "new motor vehicle" means a motor vehicle as defined in section 80E.03, subdivision 7, including vehicles driven for demonstration purposes.

Subd. 2. **Disclosure of damage exceeding four percent of retail price.** (a) Before the sale of a new motor vehicle, a dealer must disclose and describe to the buyer, in a clear and conspicuous written statement and orally in the course of the sales presentation, any damage to the vehicle of which the dealer had actual knowledge, if the dealer's cost of repairs exceeded four percent of the manufacturer's suggested retail price, or $500, whichever is greater.

(b) A manufacturer, distributor, or importer must disclose and describe to its franchised dealers, in a clear and conspicuous written statement, any repaired damage exceeding four percent of the manufacturer's suggested retail price, or $500, whichever is greater.

(c) Damaged or stolen glass, tires, wheels, bumpers, radios, and in-dash audio components are excluded from the disclosure requirements of this subdivision if the damaged or stolen parts are replaced with identical manufacturer's original equipment.

History: *1989 c 188 s 5*

325F.6641 DISCLOSURE OF VEHICLE DAMAGE.

Subdivision 1. **Prior damage disclosure.** (a) If a vehicle has sustained damage by collision or other occurrence which exceeds 80 percent of its actual cash value immediately prior to sustaining damage, the seller must disclose that fact to the buyer, if the seller has actual knowledge of the damage. The amount of damage is determined by the retail cost of repairing the vehicle based on a complete written retail repair estimate or invoice.

(b) The disclosure required under this subdivision must be made in writing on the application for title and registration or other transfer document, in a manner prescribed by the registrar of motor vehicles. The registrar must design the certificate of title form, including the assignment by seller (transferor) and reassignment by licensed dealer sections of the form, the separate application for title forms, and other transfer documents to accommodate this disclosure.

Subd. 2. **Disclosure requirements.** (a) If a motor vehicle dealer licensed under section 168.27 offers a vehicle for sale in the course of a sales presentation to any prospective buyer the dealer must provide a written disclosure and, except for sales performed online, an oral disclosure of:

(1) prior vehicle damage as required under subdivision 1;

(2) the existence or requirement of any title brand under section 168A.05, subdivision 3, 168A.151, 325F.6642, or 325F.665, subdivision 14, if the dealer has actual knowledge of the brand; and

(3) if a motor vehicle, which is part of a licensed motor vehicle dealer's inventory, has been submerged or flooded above the bottom dashboard while parked on the dealer's lot.

(b) If a person receives a flood disclosure as described in paragraph (a), clause (3), whether from a motor vehicle dealer or another seller, and subsequently offers that vehicle for sale, the person must provide the same disclosure to any prospective subsequent buyer.

(c) Written disclosure under this subdivision must be signed by the buyer and maintained in the motor vehicle dealer's sales file in the manner prescribed by the registrar of motor vehicles.

(d) The disclosure required in subdivision 1 must be made in substantially the following form: "To the best of my knowledge, this vehicle has ..... has not ..... sustained damage in excess of 80 percent actual cash value."

History: *1989 c 188 s 6; 1993 c 93 s 13; 2005 c 94 s 3,4; 2012 c 267 s 5; 2022 c 57 s 10; 2023 c 57 art 4 s 15; 2023 c 68 art 5 s 48*

325F.6642 TITLE BRANDING.

Subdivision 1. **Flood damage.** If the application for title and registration indicates that the vehicle has been classified as a total loss because of water or flood damage, or that the vehicle bears a "flood damaged" or similar brand, the registrar of motor vehicles must record the brand "flood damaged" on the certificate of title and all subsequent certificates of title issued for that vehicle.

Subd. 2. **Salvage vehicles.** (a) Upon transfer and application for title to all vehicles for which the "salvage" brand is required under section 168A.151, subdivision 1, the registrar of motor vehicles must (1) record the brand "salvage" on the first certificate of title, and (2) subject to section 168A.152, record the brand "prior salvage" on all subsequent certificates of title issued for that vehicle.

(b) Notwithstanding paragraph (a), a "prior salvage" brand is not required for a recovered intact vehicle, as defined in section 168A.01, subdivision 16b.

Subd. 2a. **Prior salvage.** Upon application for title to all vehicles for which the "prior salvage" brand is required under section 168A.151, subdivision 1, the registrar of motor vehicles must record the brand "prior salvage" on the certificate of title and all subsequent certificates of title issued for that vehicle.

Subd. 2b. **Certain damaged vehicles.** Upon transfer and application for title to a vehicle that is subject to section 325F.6641, subdivision 1, the registrar of motor vehicles must (1) record the brand "salvage" on the first certificate of title, and (2) subject to section 168A.152, record the brand "prior salvage" on all subsequent certificates of title issued for that vehicle.

Subd. 3. MS 2020 [Repealed by amendment, 2022 c 57 s 11]

Subd. 4. **Reconstructed vehicles.** For vehicles that are reconstructed within the meaning of section 168A.15, the registrar must record the brand "reconstructed" on the certificate of title and all subsequent certificates of title.

Subd. 5. **Manner of branding.** Each brand designation under this section or section 168A.05, subdivision 3, 168A.151, or 325F.665, subdivision 14, required on a certificate of title must be made by the registrar of motor vehicles in a clear and conspicuous manner, in a format different from all other writing on the certificate of title.

Subd. 6. MS 2020 [Repealed by amendment, 2022 c 57 s 11]

Subd. 7. MS 2020 [Repealed by amendment, 2022 c 57 s 11]

Subd. 8. MS 2020 [Repealed by amendment, 2022 c 57 s 11]

History: *1989 c 188 s 7; 1993 c 93 s 14-18; 2022 c 57 s 11*

325F.6643 REMEDIES; PENALTIES.

(a) A person who violates sections 325F.664 to 325F.6642 is subject to the remedies and penalties, including a private right of action, provided in section 8.31.

(b) A person injured by a violation of sections 325F.664 to 325F.6642 shall recover the actual damages sustained, together with costs and disbursements, including reasonable attorney fees. In its discretion, the court may increase the award of damages to an amount not to exceed three times the actual damages sustained, or $2,500, whichever is greater.

(c) The relief provided in this section is in addition to any remedies otherwise available under the common law or other statutes of this state.

History: *1989 c 188 s 8*

325F.6644 MS 2020 [Repealed, 2022 c 57 s 13]

PURCHASE OF NEW MOTOR VEHICLES

325F.665 NEW MOTOR VEHICLE WARRANTIES; MANUFACTURER'S DUTY TO REPAIR, REFUND, OR REPLACE.

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

(b) "Consumer" means the purchaser or lessee, other than for purposes of resale or sublease, of a new motor vehicle used for personal, family, or household purposes at least 40 percent of the time, and a person to whom the new motor vehicle is transferred for the same purposes during the duration of an express warranty applicable to the motor vehicle. The term also includes an ambulance service licensed under chapter 144E that has purchased or leased a new motor vehicle of the type specified in paragraph (f), and a person to whom the ambulance is transferred for the same purpose during the duration of any applicable express warranty.

(c) "Manufacturer" means a person engaged in the business of manufacturing, assembling or distributing motor vehicles, who will, under normal business conditions during the year, manufacture, assemble or distribute to dealers at least ten new motor vehicles.

(d) "Manufacturer's express warranty" and "warranty" mean the written warranty of the manufacturer of a new motor vehicle of its condition and fitness for use, including any terms or conditions precedent to the enforcement of obligations under that warranty.

(e) "Lease" means a contract in the form of a lease or bailment for the use of personal property by a natural person for a period of time exceeding four months, used for personal, family, or household purposes at least 40 percent of the time, whether or not the lessee has the option to purchase or otherwise become the owner of the property at the expiration of the lease.

(f) "Motor vehicle" means (1) a passenger automobile as defined in section 168.002, subdivision 24, including pickup trucks and vans, (2) the self-propelled motor vehicle chassis or van portion of a recreational vehicle as defined in section 168.002, subdivision 27, which is sold or leased to a consumer in this state, and (3) the self-propelled motor vehicle chassis or van portion of an ambulance as defined in section 144E.001, subdivision 2.

(g) "Informal dispute settlement mechanism" means an arbitration process or procedure by which the manufacturer attempts to resolve disputes with consumers regarding motor vehicle nonconformities and repairs that arise during the vehicle's warranty period.

(h) "Motor vehicle lessor" means a person who holds title to a motor vehicle leased to a lessee under a written lease agreement or who holds the lessor's rights under such agreement.

(i) "Early termination costs" means expenses and obligations incurred by a motor vehicle lessor as a result of an early termination of a written lease agreement and surrender of a motor vehicle to a manufacturer under subdivision 4, including penalties for prepayment of finance arrangements.

Subd. 2. **Manufacturer's duty to repair.** If a new motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity to the manufacturer, its agent, or its authorized dealer during the term of the applicable express warranties or during the period of two years following the date of original delivery of the new motor vehicle to a consumer, whichever is the earlier date, the manufacturer, its agent, or its authorized dealer shall make the repairs necessary to conform the vehicle to the applicable express warranties, notwithstanding the fact that the repairs are made after the expiration of the warranty term or the two-year period.

Subd. 3. **Manufacturer's duty to refund or replace.** (a) If the manufacturer, its agents, or its authorized dealers are unable to conform the new motor vehicle to any applicable express warranty by repairing or correcting any defect or condition which substantially impairs the use or market value of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer shall either replace the new motor vehicle with a comparable motor vehicle or accept return of the vehicle from the consumer and refund to the consumer the full purchase price, including the cost of any options or other modifications arranged, installed, or made by the manufacturer, its agent, or its authorized dealer within 30 days after the date of original delivery, and all other charges including, but not limited to, sales or excise tax, license fees and registration fees, reimbursement for towing and rental vehicle expenses incurred by the consumer as a result of the vehicle being out of service for warranty repair, less a reasonable allowance for the consumer's use of the vehicle not exceeding ten cents per mile driven or ten percent of the purchase price, whichever is less. If the manufacturer offers a replacement vehicle under this section, the consumer has the option of rejecting the replacement vehicle and requiring the manufacturer to provide a refund. Refunds must be made to the consumer, and lienholder, if any, as their interests appear on the records of the registrar of motor vehicles. Refunds shall include the amount stated by the dealer as the trade-in value of a consumer's used motor vehicle, plus any additional amount paid by the consumer for the new motor vehicle. A manufacturer must give to the consumer an itemized statement listing each of the amounts refunded under this section. If the amount of sales or excise tax refunded is not separately stated, or if the manufacturer does not apply for a refund of the tax within one year of the return of the motor vehicle, the Department of Public Safety may refund the tax, as determined under paragraph (h), directly to the consumer and lienholder, if any, as their interests appear on the records of the registrar of motor vehicles. A reasonable allowance for use is that amount directly attributable to use by the consumer and any previous consumer during any period in which the use and market value of the motor vehicle are not substantially impaired. It is an affirmative defense to any claim under this section (1) that an alleged nonconformity does not substantially impair the use or market value, or (2) that a nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of a motor vehicle by anyone other than the manufacturer, its agent or its authorized dealer.

(b) It is presumed that a reasonable number of attempts have been undertaken to conform a new motor vehicle to the applicable express warranties, if (1) the same nonconformity has been subject to repair four or more times by the manufacturer, its agents, or its authorized dealers within the applicable express warranty term or during the period of two years following the date of original delivery of the new motor vehicle to a consumer, whichever is the earlier date, but the nonconformity continues to exist, or (2) the vehicle is out of service by reason of repair for a cumulative total of 30 or more business days during the term or during the period, whichever is the earlier date.

(c) If the nonconformity results in a complete failure of the braking or steering system of the new motor vehicle and is likely to cause death or serious bodily injury if the vehicle is driven, it is presumed that a reasonable number of attempts have been undertaken to conform the vehicle to the applicable express warranties if the nonconformity has been subject to repair at least once by the manufacturer, its agents, or its authorized dealers within the applicable express warranty term or during the period of two years following

the date of original delivery of the new motor vehicle to a consumer, whichever is the earlier date, and the nonconformity continues to exist.

(d) The term of an applicable express warranty, the two-year period and the 30-day period shall be extended by any period of time during which repair services are not available to the consumer because of a war, invasion, strike, or fire, flood, or other natural disaster.

(e) The presumption contained in paragraph (b) applies against a manufacturer only if the manufacturer, its agent, or its authorized dealer has received prior written notification from or on behalf of the consumer at least once and an opportunity to cure the defect alleged. If the notification is received by the manufacturer's agent or authorized dealer, the agent or dealer must forward it to the manufacturer by certified mail, return receipt requested.

(f) The expiration of the time periods set forth in paragraph (b) does not bar a consumer from receiving a refund or replacement vehicle under paragraph (a) if the reasonable number of attempts to correct the nonconformity causing the substantial impairment occur within three years following the date of original delivery of the new motor vehicle to a consumer, provided the consumer first reported the nonconformity to the manufacturer, its agent, or its authorized dealer during the term of the applicable express warranty.

(g) At the time of purchase or lease, the manufacturer must provide directly to the consumer a written statement on a separate piece of paper, in 10-point all capital type, in substantially the following form: "IMPORTANT: IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER THE STATE'S LEMON LAW TO REPLACEMENT OF IT OR A REFUND OF ITS PURCHASE PRICE OR YOUR LEASE PAYMENTS. HOWEVER, TO BE ENTITLED TO REFUND OR REPLACEMENT, YOU MUST FIRST NOTIFY THE MANUFACTURER, ITS AGENT, OR ITS AUTHORIZED DEALER OF THE PROBLEM IN WRITING AND GIVE THEM AN OPPORTUNITY TO REPAIR THE VEHICLE. YOU ALSO HAVE A RIGHT TO SUBMIT YOUR CASE TO THE CONSUMER ARBITRATION PROGRAM WHICH THE MANUFACTURER MUST OFFER IN MINNESOTA."

(h) The amount of the sales or excise tax to be paid by the manufacturer to the consumer under paragraph (a) shall be the tax paid by the consumer when the vehicle was purchased less an amount equal to the tax paid multiplied by a fraction, the denominator of which is the purchase price of the vehicle and the numerator of which is the allowance deducted from the refund for the consumer's use of the vehicle.

Subd. 4. **Manufacturer's duty to consumers with leased vehicles.** A consumer who leases a new motor vehicle has the same rights against the manufacturer under this section as a consumer who purchases a new motor vehicle, except that, if it is determined that the manufacturer must accept return of the consumer's leased vehicle pursuant to subdivision 3, then the consumer lessee is not entitled to a replacement vehicle, but is entitled only to a refund as provided in this subdivision. In such a case, the consumer's leased vehicle shall be returned to the manufacturer and the consumer's written lease with the motor vehicle lessor must be terminated. The manufacturer shall then provide the consumer with a full refund of the amount actually paid by the consumer on the written lease, including all additional charges set forth in subdivision 3, if actually paid by the consumer, less a reasonable allowance for use by the consumer as set forth in subdivision 3. The manufacturer shall provide the motor vehicle lessor with a full refund of the vehicle's original purchase price plus any early termination costs, not to exceed 15 percent of the vehicle's original purchase price, less the amount actually paid by the consumer on the written lease.

Subd. 5. **Resale or re-lease of returned motor vehicle.** (a) If a motor vehicle has been returned under the provisions of subdivision 3 or a similar statute of another state, whether as the result of a legal action or

as the result of an informal dispute settlement proceeding, it may not be resold or re-leased in this state unless:

(1) the manufacturer provides the same express warranty it provided to the original purchaser, except that the term of the warranty need only last for 12,000 miles or 12 months after the date of resale, whichever is earlier; and

(2) the manufacturer provides the consumer with a written statement on a separate piece of paper, in 10-point all capital type, in substantially the following form: "IMPORTANT: THIS VEHICLE WAS RETURNED TO THE MANUFACTURER BECAUSE IT DID NOT CONFORM TO THE MANUFACTURER'S EXPRESS WARRANTY AND THE NONCONFORMITY WAS NOT CURED WITHIN A REASONABLE TIME AS PROVIDED BY MINNESOTA LAW."

The provisions of this section apply to the resold or re-leased motor vehicle for full term of the warranty required under this subdivision.

(b) Notwithstanding the provisions of paragraph (a), if a new motor vehicle has been returned under the provisions of subdivision 3 or a similar statute of another state because of a nonconformity resulting in a complete failure of the braking or steering system of the motor vehicle likely to cause death or serious bodily injury if the vehicle was driven, the motor vehicle may not be resold in this state.

Subd. 6. **Alternative dispute settlement mechanism.** (a) Any manufacturer doing business in this state, entering into franchise agreements for the sale of its motor vehicles in this state, or offering express warranties on its motor vehicles sold or distributed for sale in this state shall operate, or participate in, an informal dispute settlement mechanism located in the state of Minnesota which complies with the provisions of the Code of Federal Regulations, title 16, part 703, and the requirements of this section. The provisions of subdivision 3 concerning refunds or replacement do not apply to a consumer who has not first used this mechanism before commencing a civil action, unless the manufacturer allows a consumer to commence an action without first using this mechanism.

(b) An informal dispute settlement mechanism provided for by this section shall, at the time a request for arbitration is made, provide to the consumer and to each person who will arbitrate the consumer's dispute, information about this section as approved and directed by the attorney general, in consultation with interested parties. The informal dispute settlement mechanism shall permit the parties to present or submit any arguments based on this section and shall not prohibit or discourage the consideration of any such arguments.

(c) If, in an informal dispute settlement mechanism, it is decided that a consumer is entitled to a replacement vehicle or refund under subdivision 3, then any refund or replacement offered by the manufacturer or selected by a consumer shall include and itemize all amounts authorized by subdivision 3. If the amount of excise tax refunded is not separately stated, or if the manufacturer does not apply for a refund of the tax within one year of the return of the motor vehicle, the Department of Public Safety may refund the excise tax, as determined under subdivision 3, paragraph (h), directly to the consumer and lienholder, if any, as their interests appear on the records of the registrar of motor vehicles.

(d) No documents shall be received by any informal dispute settlement mechanism unless those documents have been provided to each of the parties in the dispute at or prior to the mechanism's meeting, with an opportunity for the parties to comment on the documents either in writing or orally. If a consumer is present during the informal dispute settlement mechanism's meeting, the consumer may request postponement of the mechanism's meeting to allow sufficient time to review any documents presented at the time of the meeting which had not been presented to the consumer prior to the meeting.

(e) The informal dispute settlement mechanism shall allow each party to appear and make an oral presentation in the state of Minnesota unless the consumer agrees to submit the dispute for decision on the basis of documents alone or by telephone, or unless the party fails to appear for an oral presentation after reasonable prior written notice. If the consumer agrees to submit the dispute for decision on the basis of documents alone, then manufacturer or dealer representatives may not participate in the discussion or decision of the dispute.

(f) Consumers shall be given an adequate opportunity to contest a manufacturer's assertion that a nonconformity falls within intended specifications for the vehicle by having the basis of the manufacturer's claim appraised by a technical expert selected and paid for by the consumer prior to the informal dispute settlement hearing.

(g) Where there has been a recent attempt by the manufacturer to repair a consumer's vehicle, but no response has yet been received by the informal dispute mechanism from the consumer as to whether the repairs were successfully completed, the parties must be given the opportunity to present any additional information regarding the manufacturer's recent repair attempt before any final decision is rendered by the informal dispute settlement mechanism. This provision shall not prejudice a consumer's rights under this section.

(h) If the manufacturer knows that a technical service bulletin directly applies to the specific mechanical problem being disputed by the consumer, then the manufacturer shall provide the technical service bulletin to the consumer at reasonable cost. The mechanism shall review any such technical service bulletins submitted by either party.

(i) A consumer may be charged a fee to participate in an informal dispute settlement mechanism required by this section, but the fee may not exceed the conciliation court filing fee in the county where the arbitration is conducted.

(j) Any party to the dispute has the right to be represented by an attorney in an informal dispute settlement mechanism.

(k) The informal dispute settlement mechanism has all the evidence-gathering powers granted an arbitrator under section 572B.17.

(l) A decision issued in an informal dispute settlement mechanism required by this section may be in writing and signed.

Subd. 7. **Effect and admissibility of decision by informal dispute settlement mechanism.** The decision issued in an informal dispute settlement mechanism required by this section is nonbinding on the parties involved, unless otherwise agreed by the parties. Any party, upon application, may remove the decision to district court for a trial de novo. If the manufacturer is aggrieved by the decision of the informal dispute settlement mechanism, an application to remove the decision must be filed in the district court within 30 days after the date the decision is received by the parties. If the application to remove is not made within 30 days, then the district court shall, upon application of a party, issue an order confirming the decision. A written decision issued by an informal dispute settlement mechanism, and any written findings upon which the decision is based, are admissible as nonbinding evidence in any subsequent legal action and are not subject to further foundation requirements.

Subd. 8. **Treble damages for bad faith appeal of decision.** If the district court finds that a party has removed a decision of an informal dispute settlement mechanism in bad faith, by asserting a claim or defense that is frivolous and costly to the other party, or by asserting an unfounded position solely to delay recovery

by the other party, then the court shall award to the prevailing party three times the actual damages sustained, together with costs and disbursements, including reasonable attorney's fees.

Subd. 9. **Civil remedy.** Any consumer injured by a violation of this section may bring a civil action to enforce this section and recover costs and disbursements, including reasonable attorney's fees incurred in the civil action. In addition to the remedies provided herein, the attorney general may bring an action pursuant to section 8.31 against any manufacturer for violation of this section.

Subd. 10. **Limitation on actions.** A civil action brought under this section must be commenced within three years of the date of original delivery of the new motor vehicle to a consumer; except that, if the consumer applies to an informal dispute settlement mechanism within three years of the date of original delivery of a new motor vehicle to a consumer, and if the consumer is aggrieved by the decision of the informal dispute settlement mechanism, then any civil action brought under this section must be commenced within six months after the date of the final decision by the mechanism.

Subd. 11. **Remedy nonexclusive.** Nothing in this section limits the rights or remedies which are otherwise available to a consumer under any other law.

Subd. 12. **Disclosure requirement.** In addition to any investigative powers authorized by law, the attorney general may inspect the records of the informal dispute settlement mechanism upon reasonable notice, during regular business hours, and may make available to the public information about the operation of the mechanism, but data on an individual may not be disclosed without the prior consent of the individual.

Subd. 13. **Dealer liability.** Nothing in this section imposes liability on a dealer or creates an additional cause of action by a consumer against a dealer, except for written express warranties made by the dealer apart from the manufacturer's warranties. The manufacturer shall not charge back or require reimbursement by the dealer for any costs, including, but not limited to, any refunds or vehicle replacements, incurred by the manufacturer arising out of this section, unless there is evidence that the related repairs had not been carried out by the dealer in a timely manner or in a manner substantially consistent with the manufacturer's published instructions.

Subd. 14. **Title branding.** (a) Upon transfer and application for title of all vehicles subject to this section, the registrar of motor vehicles shall record the term "lemon law vehicle" on the certificate of title and all subsequent certificates of title for that vehicle.

(b) For vehicles with out-of-state titles that bear the term "lemon law vehicle," or any similar term, the registrar of motor vehicles shall record the term "lemon law vehicle" on the first Minnesota certificate of title and all subsequent Minnesota certificates of title issued for that vehicle.

History: *1983 c 108 s 1; 1985 c 284 s 1; 1986 c 422 art 1 s 1; 1986 c 444; 1987 c 52 s 1; 1987 c 268 art 4 s 23; 1989 c 43 s 1; 1990 c 408 s 2,3; 1995 c 49 s 1,2; 1997 c 187 art 3 s 30; 2006 c 212 art 1 s 23; 2006 c 249 s 4; 2008 c 287 art 1 s 93; 2010 c 264 art 2 s 6,9; 2022 c 57 s 12*

FARM EQUIPMENT WARRANTY COMPLIANCE

325F.6651 DEFINITIONS.

Subdivision 1. **Application.** For the purpose of sections 325F.6651 to 325F.6658, the following terms have the meanings given them.

Subd. 2. **Farm tractor.** "Farm tractor" means any self-propelled vehicle which is designed primarily for pulling or propelling agricultural machinery and implements and is 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.

Subd. 3. **Consumer.** "Consumer" means a purchaser, other than for purposes of resale, of a new farm tractor, a person to whom the new farm tractor is transferred for the same purposes during the duration of an express warranty applicable to the farm tractor and any other person entitled by the terms of the warranty to enforce the terms of the warranty. In the case of an agricultural vehicle within the warranty period, the sale must be made through an authorized farm equipment dealer.

Subd. 4. **Manufacturer.** "Manufacturer" means a person engaged in the business of manufacturing, assembling, or distributing farm tractors, who under normal business conditions during the year, manufactures, assembles, or distributes to dealers at least ten new farm tractors.

Subd. 5. **Manufacturer's express warranty; warranty.** "Manufacturer's express warranty" and "warranty" mean the written warranty of the manufacturer of a new farm tractor of its condition and fitness for use, including any terms or conditions precedent to the enforcement of obligations under that warranty.

Subd. 6. **Fair rental value.** "Fair rental value" means the rental value calculated in accordance with the "Tractor and Farm Equipment Trade-In Guide" published by the National Farm and Power Equipment Dealers Association.

Subd. 7. **Nonconformity.** "Nonconformity" means any condition of the farm tractor that makes it impossible to use for the purpose for which it was intended.

Subd. 8. **Reasonable allowance for prior use.** "Reasonable allowance for prior use" shall mean no less than the fair rental value of the farm tractor and shall be the sum of:

(1) that amount attributable to use by the consumer prior to the consumer's first report of the nonconformity to the manufacturer or its authorized dealers;

(2) that amount attributable to use by the consumer during any period subsequent to such report of the reported nonconformity; and

(3) that amount attributable to use by the consumer of the farm tractor provided by the manufacturer or its authorized dealers while the farm tractor is out of service by reason of repair of the reported nonconformity.

History: *1986 c 422 art 2 s 1*

325F.6652 NOTICE TO CONSUMER.

At the time of purchase the manufacturer must provide directly to the consumer a written statement on a separate piece of paper, in 10-point all capital type, in substantially the following form: "IMPORTANT: IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER STATE LAW TO REPLACEMENT OF IT OR A REFUND OF ITS PURCHASE PRICE. HOWEVER, TO BE ENTITLED TO REFUND OR REPLACEMENT, YOU MUST FIRST NOTIFY THE MANUFACTURER, ITS AGENT, OR ITS AUTHORIZED DEALER OF THE PROBLEM IN WRITING AND GIVE THEM AN OPPORTUNITY TO REPAIR THE VEHICLE."

History: *1986 c 422 art 2 s 2*

325F.6653 MANUFACTURER'S DUTY TO REPAIR.

If a farm tractor does not conform to applicable express written warranties and the consumer reports the nonconformity to the manufacturer and its authorized dealer during the term of the express written warranties or during the period of one year following the date of the original delivery of the farm tractor to the consumer, whichever is earlier, the manufacturer or its authorized dealers shall make the repairs necessary to make the farm tractor conform to the express written warranties, notwithstanding that the repairs are made after the expiration of the warranty term or the one-year period. For a self-propelled vehicle this section is limited to warranties on the engine and power train.

History: *1986 c 422 art 2 s 3*

325F.6654 MANUFACTURER'S DUTY TO REFUND OR REPLACE.

Subdivision 1. **Duty.** (a) If the manufacturer or its authorized dealers are unable to make the farm tractor conform to any applicable express written warranty by repairing or correcting any condition which substantially impairs the use or market value of the farm tractor to the consumer within the time periods and after the number of attempts specified in subdivision 2, the manufacturer, through its authorized dealer who sold the farm tractor, shall, at the option of the consumer, replace the farm tractor with a comparable one, charging the consumer only a reasonable allowance for the consumer's use of the farm tractor, or accept the return of the farm tractor from the consumer and refund to the consumer the cash purchase price, including sales tax, license fees, registration fees, and any similar governmental charges, less a reasonable allowance for prior use. Refunds shall be made to the consumer and lienholder, if any, as their interests may appear in the county recorder's office. If no replacement or refund is made, the consumer may bring a civil action to enforce the obligation. No action may be brought unless the manufacturer has received prior direct written notification from or on behalf of the consumer and has been offered an opportunity to cure the condition alleged within a reasonable time that is not to exceed 60 business days.

(b) For a self-propelled vehicle, this section is limited to warranties on the engine and power train.

Subd. 2. **When duty arises.** The replacement or refund obligation specified in subdivision 1 shall arise if the manufacturer or its authorized dealers are unable to make the farm tractor conform to applicable express written warranties within the express written warranty term or during the period of one year following the date of the original physical delivery of the farm tractor to the consumer, whichever is the earlier date, and (1) the same nonconformity has been subject to repair four or more times by the manufacturer or its authorized dealers, but such nonconformity continues to exist; or (2) the farm tractor is out of service by reason of repair of the same nonconformity for a cumulative total of 60 or more business days when the service department of the authorized dealer in possession of the farm tractor is open for purposes of repair, provided that days when the consumer has been provided by the manufacturer or its authorized dealers with the use of another farm tractor which performs the same function shall not be counted.

History: *1986 c 422 art 2 s 4*

325F.6655 EXTENSION OF WARRANTY.

The terms of any express written warranty, the one-year period, and the 60-day repair period shall be extended by any period of time during which repair services or replacement parts are not available to the consumer because of a war, invasion, or strike, or fire, flood, or other natural disaster.

History: *1986 c 422 art 2 s 5*

325F.6656 ALTERNATIVE DISPUTE SETTLEMENT.

Subdivision 1. **Procedure.** If a manufacturer has established, or participates in, an informal dispute settlement procedure which substantially complies with the provisions of the Code of Federal Regulations, title 16, part 703, as amended, and the requirements of this section, the provisions of section 325F.6654 concerning refunds or replacement do not apply to a consumer who has not first used this procedure.

Subd. 2. **Findings as evidence.** The findings and decisions in an informal dispute settlement procedure shall address and state in writing whether the consumer would be entitled to a refund or replacement under the presumptions and criteria set out in section 325F.6654, and are admissible as nonbinding evidence in any legal action and are not subject to further foundation requirements.

Subd. 3. **Replacement or refund.** If, in an informal dispute settlement procedure, it is decided that a consumer is entitled to a replacement vehicle under section 325F.6654, then the consumer has the option of selecting and receiving either a replacement vehicle or a full refund as authorized by section 325F.6654. Any refund selected by a consumer shall include all amounts authorized by section 325F.6654.

Subd. 4. **Requirements.** (a) In any informal dispute settlement procedure provided for by this section:

(1) no documents shall be received by any informal dispute settlement mechanism unless those documents have been provided to each of the parties in the dispute prior to the mechanism's meeting, with an opportunity for the parties to comment on the documents in writing, or with oral presentation at the request of the mechanism;

(2) "nonvoting" manufacturer or dealer representatives shall not attend or participate in the internal dispute settlement procedures unless the consumer is also present and given a chance to be heard, or unless the consumer previously consents to the manufacturer or dealer participation without the consumer's presence and participation;

(3) consumers shall be given an adequate opportunity to contest a manufacturer's assertion that a nonconformity falls within intended specifications for the vehicle by having the basis of the manufacturer's claim appraised by a technical expert selected and paid for by the consumer prior to the informal dispute settlement hearing;

(4) no disputes shall be heard where there has been a recent attempt by the manufacturer to repair a consumer's vehicle, but no response has yet been received by the informal dispute mechanism from the consumer as to whether the repairs were successfully completed. This provision shall not prejudice a consumer's rights under this section nor shall it extend the informal dispute mechanism's 40-day time limit for deciding disputes, as established by the Code of Federal Regulations, title 16, part 703; and

(5) the manufacturer shall provide and the informal dispute settlement mechanism shall consider all information relevant to resolving the dispute, such as the prior dispute records and information required by the Code of Federal Regulations, title 16, part 703.6, and any relevant technical service bulletins which may have been issued by the manufacturer or lessor regarding the motor vehicle being disputed.

(b) A settlement reached under this section is binding on all participating parties.

Subd. 5. **Exhaustion of settlement remedy.** No consumer shall be required to first participate in an informal dispute settlement procedure before filing an action in district court if the informal dispute settlement procedure does not comply with the requirements of this section, notwithstanding the procedure's compliance with the Code of Federal Regulations, title 16, part 703.

Subd. 6. **Civil remedy.** Any consumer injured by a violation of this section may bring a civil action to enforce this section and recover costs and disbursements, including reasonable attorney's fees.

History: *1986 c 422 art 2 s 6*

325F.6657 AFFIRMATIVE DEFENSES.

It shall be an affirmative defense to claim under sections 325F.6651 to 325F.6658 that (1) an alleged nonconformity does not substantially impair such use and market value, or (2) a nonconformity is the result of abuse or neglect, or of modifications or alterations of the farm tractor not authorized by the manufacturer.

History: *1986 c 422 art 2 s 7*

325F.6658 LIMITATION ON ACTIONS.

Any action brought under sections 325F.6651 to 325F.6658 shall be commenced within six months following (1) expiration of the express written warranty term, or (2) one year following the date of the original delivery of the farm tractor to the customer, whichever is later.

History: *1986 c 422 art 2 s 8*

325F.6659 REMEDY NONEXCLUSIVE.

Nothing in this section limits the rights or remedies which are otherwise available to a consumer under any other law.

History: *1986 c 422 art 2 s 9*

MOTOR VEHICLE CONTRACT REASSIGNMENT

325F.666 UNLAWFUL REASSIGNMENT OF CERTAIN MOTOR VEHICLE CONTRACTS.

Subdivision 1. **Contracts subject to law.** This section applies to contracts that transfer a right or interest in a motor vehicle, including lease contracts, conditional sales contracts, retail sales installment contracts, and security agreements.

Subd. 2. **Unauthorized transfers.** A person who is not a party to a contract referred to in subdivision 1, and who has not first obtained written authorization from the secured creditor, lessor, or lienholder, may not do the following acts if that person receives consideration for so doing:

(1) get control of the motor vehicle and then sell, transfer, assign, or lease it to another person; or

(2) assist, cause, or arrange the actual or purported sale, transfer, assignment, or lease of the motor vehicle to another person.

Subd. 3. **Civil remedies.** Any person injured by a violation of this section may bring a civil action to enforce this section and recover any actual damages, costs and disbursements, including reasonable attorneys fees incurred in the civil action. In addition to the remedies provided in this section, the attorney general may bring an action pursuant to section 8.31 against any person for violation of this section.

History: *1991 c 12 s 1*

SAFETY EQUIPMENT ON FARM TRACTORS

325F.6670 EQUIPMENT REQUIRED AT TIME OF SALE.

(a) No farm equipment dealer or other seller required to collect an excise tax under section 297A.62 may sell a farm tractor as defined in section 325F.6651, subdivision 2, unless, at the time of sale, the tractor is equipped with safety equipment as provided in paragraphs (b) and (c).

(b) If originally provided by the manufacturer, the farm tractor must have:

(1) power-take-off shields; and

(2) road transport lighting and reflector systems.

(c) Whether or not originally provided by the manufacturer, the farm tractor must have a slow-moving vehicle sign displayed in accordance with section 169.522.

History: *1991 c 254 art 3 s 24; 2000 c 418 art 1 s 44*

FALSE STATEMENT IN ADVERTISEMENT

325F.67 FALSE STATEMENT IN ADVERTISEMENT.

Any person, firm, corporation, or association who, with intent to sell or in anywise dispose of merchandise, securities, service, or anything offered by such person, firm, corporation, or association, directly or indirectly, to the public, for sale or distribution, or with intent to increase the consumption thereof, or to induce the public in any manner to enter into any obligation relating thereto, or to acquire title thereto, or any interest therein, makes, publishes, disseminates, circulates, or places before the public, or causes, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, in this state, in a newspaper or other publication, or in the form of a book, notice, handbill, poster, bill, label, price tag, circular, pamphlet, program, or letter, or over any radio or television station, or in any other way, an advertisement of any sort regarding merchandise, securities, service, or anything so offered to the public, for use, consumption, purchase, or sale, which advertisement contains any material assertion, representation, or statement of fact which is untrue, deceptive, or misleading, shall, whether or not pecuniary or other specific damage to any person occurs as a direct result thereof, be guilty of a misdemeanor, and any such act is declared to be a public nuisance and may be enjoined as such.

The duty of a strict observance and enforcement of this law and prosecution for any violation thereof is hereby expressly imposed upon the attorney general, and it shall be the duty of the county attorney of any county wherein a violation of this section shall have occurred, upon complaint being made, to prosecute any person violating any of the provisions of this section.

History: *(10390, 10391) 1913 c 51 s 1; 1915 c 309 s 1,2; 1953 c 438 s 1; 1967 c 302 s 2; 1986 c 444*

CONSUMER TELEPHONE RECORDS FRAUD

325F.675 FRAUD RELATED TO CONSUMER TELEPHONE RECORDS.

Subdivision 1. **Prohibited acts.** Whoever:

(1) knowingly procures, attempts to procure, solicits, or conspires with another to procure, a telephone record of any resident of this state without the authorization of the customer to whom the record pertains or by fraudulent, deceptive, or false means;

(2) knowingly sells, or attempts to sell, a telephone record of any resident of this state without the authorization of the customer to whom the record pertains; or

(3) receives a telephone record of any resident of this state knowing that such record has been obtained without the authorization of the customer to whom the record pertains or by fraudulent, deceptive, or false means,

is guilty of a violation of this section.

Subd. 2. **Penalties.** (a) A violation of this section is a gross misdemeanor punishable by a sentence of up to 364 days, a fine of $3,000, or both.

(b) Each subsequent violation is a felony punishable by a sentence of up to five years, a fine of $5,000, or both.

(c) A violation of this section is subject to a $5,000 civil penalty.

Subd. 3. **Definitions.** For purposes of this subdivision:

(1) "Telephone record" means information retained by a telephone company that relates to a telephone number dialed from the customer's telephone, an incoming call directed to a customer's telephone, or other data related to calls typically contained on a customer's telephone bill, including, but not limited to, the time the call started and ended, the duration of the call, the time of day the call was made, charges applied, and information indicating the location from which or to which calls were made. For purposes of this section, any information collected and retrieved by customers using caller ID or other similar technology is not a telephone record.

(2) "Procure" means to obtain by any means, whether electronically, in writing, or in oral form, with or without consideration.

(3) "Telephone company" means any person or other entity that provides commercial telephone service to a customer, irrespective of the communications technology used to provide the service, including, but not limited to, traditional wireline or cable telephone service; cellular, broadband PCS, or other wireless telephone service; microwave, satellite, or other terrestrial telephone service; and voice over Internet telephone service.

Subd. 4. **Unfair or deceptive trade practices; consumer protection.** Except as otherwise provided by this section, a violation of this section constitutes an unfair or deceptive trade practice under section 325D.44.

Subd. 5. **Information security.** (a) Telephone companies that maintain telephone records of a resident of this state shall establish reasonable procedures to protect against unauthorized or fraudulent disclosure of such records which could result in substantial harm or inconvenience to a customer.

(b) No private right of action is authorized under this subdivision.

Subd. 6. **Nonapplicability to telephone companies.** No provisions of this section shall be construed to prohibit a telephone company from obtaining, using, disclosing, or permitting access to any telephone record, either directly or indirectly, through its agents:

(1) unless prohibited by law;

(2) with the lawful consent of the customer or subscriber;

(3) as may be necessarily incident to the rendition of the service, to initiate, render, bill, and collect customer charges, or to the protection of the rights or property of the provider of that service, or to protect users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services;

(4) in connection with the sale or transfer of all or part of a business, or the purchase or acquisition of a portion or all of a business, or the migration of a customer from one carrier to another;

(5) to a governmental entity, if the telephone company reasonably believes that an emergency involving immediate danger of death or serious physical injury to any person justifies disclosure of the information; or

(6) to the National Center for Missing and Exploited Children, in connection with a report submitted under section 226 of the federal Victims of Child Abuse Act of 1990, Public Law 101-647.

Subd. 7. **Enforcement.** Violations of this section are enforced under section 8.31.

History: *2006 c 253 s 20; 2010 c 382 s 64; 2023 c 52 art 6 s 16*

325F.676 TICKET SALES.

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

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

(c) "Entertainment" means all forms of entertainment, including but not limited to theatrical or operatic performances, concerts, motion pictures, entertainment at fairgrounds, amusement parks, athletic competitions and other sports, and all other forms of diversion, recreation, or show.

(d) "Internet domain name" means a globally unique, hierarchical reference to an Internet host or service, which is assigned through a centralized Internet naming authority and which is composed of a series of character strings separated by periods with the rightmost string specifying the top of the hierarchy.

(e) "Online ticket marketplace" means the administrator of a website or other electronic service, including an agent, employee, or assignee of the administrator, that sells tickets or maintains a platform to facilitate the sale of tickets.

(f) "Operator" means a person, including an agent, employee, or assignee of the person, who:

(1) owns, operates, or controls a place of entertainment;

(2) produces entertainment; or

(3) sells a ticket to a place of entertainment for original sale.

(g) "Person" means a party, individual, partnership, association, corporation, or other legal entity.

(h) "Place of entertainment" means an entertainment facility, including but not limited to an amphitheater, theater, stadium, arena, racetrack, museum, amusement park, venue, club, or other place where performances, concerts, exhibits, athletic games, contests, or other forms of entertainment are held. For the purposes of this section, place of entertainment does not include movie theaters.

(i) "Ticket reseller" means a person that offers or sells tickets for resale after the original sale to an entertainment event located in this state and includes an operator to the extent that the operator offers or sells tickets for resale. Sales by a ticket reseller include sales by any means, including but not limited to in person or by telephone, mail, delivery service, facsimile, Internet, email, or other electronic means. A ticket reseller does not include a person that purchases a ticket solely for the person's own use or the use of the person's invitees, employees, or agents.

(j) "URL" means a uniform resource locator for a website on the Internet.

Subd. 2. **Disclosures.** (a) An operator, ticket reseller, or online ticket marketplace must, at all times during the ticket listing and purchasing process, disclose in an easily readable and conspicuous manner and in dollars:

(1) the total cost of the ticket, inclusive of all fees and surcharges that must be paid in order to purchase the ticket;

(2) the portion of the ticket price that represents a service charge; and

(3) any other fee or surcharge charged to the purchaser.

(b) The disclosure of subtotals, fees, charges, and all other components of the total price must not be false or misleading, and must not be presented more prominently or in the same or larger size than the total price. The disclosure of subtotals, fees, charges, and all other components of the total price may be displayed in a manner that allows the purchaser to hide or minimize the itemized list. The price of a ticket must not increase with respect to a particular person after the ticket is first displayed to the person, excluding reasonable fees for the delivery of nonelectronic tickets based on the delivery method selected by the purchaser and any additional purchases made by the purchaser, which must be disclosed prior to accepting payment.

(c) A ticket reseller and online ticket marketplace must disclose in an easily readable and conspicuous manner on the ticket reseller's or online ticket marketplace's website or electronic service:

(1) that the website or electronic service is owned or operated by a ticket reseller or online ticket marketplace and that the price of a resale ticket offered for sale may be higher or lower than the original purchase price;

(2) that the purchaser is responsible for checking with the place of entertainment for information on changes to the event or cancellations prior to the event's start time; and

(3) the refund policy of the ticket reseller or online ticket marketplace.

A ticket reseller or online ticket marketplace must require a purchaser to confirm having read the disclosures required by this paragraph before completing a transaction.

(d) A ticket reseller or online ticket marketplace must provide to the purchaser proof of purchase, which must include all event and ticket information, within 24 hours of the purchase, including:

(1) that the purchaser is responsible for checking with the place of entertainment for information on changes to the event or cancellations prior to the event's start time; and

(2) the refund policy of the ticket reseller or online ticket marketplace.

(e) An online ticket marketplace must not use any combination of text, images, trademark, copyright, web designs, or Internet addresses that is identical or substantially similar to text, images, trademark,

copyright, web designs, or Internet addresses associated with a place of entertainment without the written permission of the place of entertainment duly authorized to provide the permission. This paragraph does not prohibit an online ticket marketplace from using text containing the name of a place of entertainment or of an event in order to describe the location of the event or the event itself. This paragraph does not prohibit an online ticket marketplace from providing information or images identifying the specific seat or area the purchaser will occupy in the place of entertainment.

(f) The obligations of paragraphs (a) to (d) do not apply to any person, unless the person engaged in annual aggregate transactions that were equal to or greater than $5,000.

Subd. 3. **Prohibitions.** (a) A ticket reseller or online ticket marketplace must not:

(1) sell or offer to sell more than one copy of the same ticket to a place of entertainment;

(2) directly or indirectly employ another person to wait in line to purchase tickets for the purpose of reselling the tickets if the practice is prohibited or if the place of entertainment has posted a policy prohibiting the practice;

(3) sell or offer to sell a ticket without first informing the person of the location of the place of entertainment and the ticket's assigned seat, including but not limited to the seat number, row, and section number of the seat;

(4) sell or offer to sell a ticket for which there is no assigned seat without first informing the person of the general admission area to which the ticket corresponds; or

(5) advertise, offer for sale, or contract for the sale of a ticket before the ticket has been made available to the public, including via presale, without first obtaining permission from the place of entertainment and having actual or constructive possession of the ticket, unless the ticket reseller owns the ticket pursuant to a season ticket package purchased by the ticket reseller.

(b) A person must not use or cause to be used an Internet domain name or subdomain thereof in an operator, ticket reseller, or online ticket marketplace website's URL that contains any of the following, unless acting on behalf of the place of entertainment, event, or person scheduled to perform or appear at the event:

(1) the name of a place of entertainment;

(2) the name of an event, including the name of a person scheduled to perform or appear at the event; or

(3) a name substantially similar to those described in clause (1) or (2).

(c) A person must not:

(1) circumvent any portion of the process for purchasing a ticket on the Internet or for admission to a place of entertainment, including but not limited to security or identity validation measures or an access control system; or

(2) disguise the identity of a purchaser for the purpose of purchasing a number of tickets for admission to a place of entertainment that exceeds the maximum number of tickets allowed for purchase by a person.

(d) A person must not sell a ticket obtained in violation of paragraph (c) if the person:

(1) participated in or had the ability to control the conduct committed in violation of paragraph (c); or

(2) knew that the ticket was acquired in violation of paragraph (c).

(e) An operator, online ticket marketplace, or ticket reseller must not sell a ticket unless:

(1) the ticket is in the possession or constructive possession of the operator, online ticket marketplace, or ticket reseller; or

(2) the operator, online ticket marketplace, or ticket reseller has a written contract with the place of entertainment to obtain the ticket.

(f) Pursuant to United States Code, title 15, section 45c, circumvention of a security measure, access control system, or other technological control measure used by an online ticket marketplace to enforce posted event ticket purchasing limits or to maintain the integrity of posted online ticket purchasing order rules is prohibited.

Subd. 4. **Commissioner data requests; data practices.** Upon request by the commissioner, an online ticket marketplace must disclose to the commissioner information about technology and methods used in an alleged violation of subdivision 3, paragraph (f). Data collected or maintained by the commissioner under this subdivision are civil investigative data under section 13.39 and the commissioner may share with the attorney general any not public data, as defined in section 13.02, subdivision 8a, received under this subdivision.

Subd. 5. **Enforcement.** The commissioner may enforce this section under section 45.027.

History: *2024 c 94 s 1*

325F.677 AVAILABILITY OF WATER AT PLACES OF ENTERTAINMENT.

Subdivision 1. **Definition.** For purposes of this section, "place of entertainment" has the meaning given in section 325F.676, subdivision 1, paragraph (h).

Subd. 2. **Available water requirement.** When a place of entertainment's occupancy exceeds 100 attendees and where an attendee must have a ticket in order to access the place of entertainment, a place of entertainment must provide attendees with access to potable water by:

(1) providing water at no cost to the attendees;

(2) allowing attendees to bring factory-sealed bottled water into the place of entertainment; or

(3) allowing attendees to bring an empty water bottle to the place of entertainment and providing attendees with access to potable water to fill the bottle. A place of entertainment may prohibit certain types and sizes of water bottles in order to protect the safety of others.

Subd. 3. **Exceptions.** An exhibit, gallery, or presentation space where beverages are prohibited is not required to allow water into the exhibit, gallery, or presentation space if water is available at no cost in an accessible location outside of the exhibit, gallery, or presentation space.

History: *1Sp2025 c 4 art 7 s 30*

PREVENTION OF CONSUMER FRAUD

325F.68 DEFINITIONS.

Subdivision 1. **Scope.** The following words and terms where used in sections 325F.68 to 325F.70 shall have the meanings ascribed to them in this section.

Subd. 2. **Merchandise.** "Merchandise" means any objects, wares, goods, commodities, intangibles, real estate, loans, or services.

Subd. 3. **Person.** "Person" means any natural person or a legal representative, partnership, corporation (domestic and foreign), company, trust, business entity, or association, and any agent, employee, salesperson, partner, officer, director, member, stockholder, associate, trustee, or cestui que trust thereof.

Subd. 4. **Sale.** "Sale" means any sale, offer for sale, or attempt to sell any merchandise for any consideration.

Subd. 5. **Going out of business sale.** "Going out of business sale" means any sale advertised or held out to the public as a sale in anticipation of the imminent termination of a business, including any sale advertised or held out to the public as a "going out of business sale," a "close out sale," a "loss of lease sale," a "must vacate sale," a "bankruptcy sale," or in any similar terms.

History: *1963 c 842 s 1; 1985 c 148 s 2; 1986 c 444; 1997 c 157 s 60*

325F.69 UNLAWFUL PRACTICES.

Subdivision 1. **Fraud, misrepresentation, deceptive or unfair practices.** The act, use, or employment by any person of any fraud, unfair or unconscionable practice, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoinable as provided in section 325F.70.

Subd. 2. **Referral and chain referral selling prohibited.** (1) With respect to any sale or lease the seller or lessor may not give or offer a rebate or discount or otherwise pay or offer to pay value to the buyer or lessee as an inducement for a sale or lease in consideration of the buyer's or lessee's giving to the seller or lessor the names of prospective purchasers or lessees, or otherwise aiding the seller or lessor in making a sale or lease to another person, if the earning of the rebate, discount or other value is contingent upon the occurrence of an event subsequent to the time the buyer or lessee agrees to buy or lease.

(2)(a) With respect to any sale or lease, it shall be illegal for any seller or lessor to operate or attempt to operate any plans or operations for the disposal or distribution of property or franchise or both whereby a participant gives or agrees to give a valuable consideration for the chance to receive something of value for inducing one or more additional persons to give a valuable consideration in order to participate in the plan or operation, or for the chance to receive something of value when a person induced by the participant induces a new participant to give such valuable consideration including such plans known as chain referrals, pyramid sales, or multilevel sales distributorships.

(b) The phrase "something of value" as used in paragraph (a) above, does not mean or include payment based upon sales made to persons who are not purchasing in order to participate in the prohibited plan or operation.

(3) If a buyer or lessee is induced by a violation of this subdivision to enter into a sale or lease, the agreement is unenforceable and the buyer or lessee has the option to rescind the agreement with the seller

or lessor and, upon tendering the property received, or what remains of it, obtain full or in the case of remains, a proportional restitution of all sums paid, or retain the goods delivered and the benefit of any services performed without any further obligation to pay for them.

(4) With respect to a sale or lease in violation of this section an assignee of the rights of the seller or lessor is subject to all claims and defenses of the buyer or lessee against the seller or lessor arising out of the sale or lease notwithstanding an agreement to the contrary, but the assignee's liability under this section may not exceed the amount owing to the assignee at the time the claim or defense is asserted against the assignee. Rights of the buyer or lessee under this section can only be asserted as a matter of defense to or setoff against a claim by the assignee.

(5) In a sale or lease in violation of this section, the seller or lessor may not take a negotiable instrument other than a check as evidence of the obligation of the buyer or lessee. A holder is not in good faith if the holder takes a negotiable instrument with notice that it is issued in violation of this section.

(6) Any person who violates any provision of this subdivision shall be guilty of a gross misdemeanor.

Subd. 3. **Advertising media excluded.** Sections 325F.68 to 325F.70 shall apply 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, only if the owner, publisher, agent, or employee has either knowledge of the false, misleading or deceptive character of the advertisement or a financial interest in the sale or distribution of the advertised merchandise.

Subd. 4. **Solicitation of money for merchandise not ordered or services not performed.** The act, use, or employment by any person of any solicitation for payment of money by another by any statement or invoice, or any writing that could reasonably be interpreted as a statement or invoice, for merchandise not yet ordered or for services not yet performed and not yet ordered, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoinable as provided in section 325F.70.

Subd. 5. **Prohibited going out of business sales.** It is illegal for any person to represent falsely that a sale is a "going out of business sale." Any representation that a sale is a "going out of business sale" is presumed to be false and illegal under this subdivision, if at that location or within a relevant market area:

(1) the sale has been represented to be a "going out of business sale" for a period of more than 120 days;

(2) the business has increased its inventory for the sale by ordering or purchasing an unusual amount of merchandise during the sale or during the 90 days before the sale began;

(3) the business, or any of its officers or directors, has advertised any other sale as a "going out of business sale" during the 120 days before this sale began; or

(4) the sale has continued after a date on which the business has represented, expressly or by reasonable implication, that the business would terminate.

Any presumption arising under clauses (1) to (4) may be rebutted if the business shows, by clear and convincing evidence, that the sale was in fact conducted in anticipation of the imminent termination of the business. This subdivision does not apply to a sale in any statutory or home rule charter city that by ordinance requires the licensing of persons conducting a "going out of business sale," nor to public officers acting in the course of their official duties.

Subd. 6. **Deceptive use of financial institution name.** No person shall include the name, trade name, logo, or tagline of a financial institution as defined in section 49.01, subdivision 2, in a written solicitation

for financial services directed to a customer who has obtained a loan from the financial institution without written permission from the financial institution, unless the solicitation clearly and conspicuously states that the person is not sponsored by or affiliated with the financial institution, which shall be identified by name. This statement shall be made in close proximity to, and in the same or larger font size as, the first and most prominent use or uses of the name, trade name, logo, or tagline in the solicitation, including on an envelope or through an envelope window containing the solicitation. For purposes of this section, the term "financial institution" includes a financial institution's affiliates and subsidiaries. This subdivision shall not prohibit the use of a financial institution name, trade name, logo, or tagline of a financial institution if the use of that name is part of a fair and accurate comparison of like products or services.

Subd. 7. **Advertisement and sales; misrepresentation of conversion therapy.** (a) For purposes of this subdivision, "conversion therapy" means services or products that are intended to change an individual's sexual orientation or gender identity, including efforts to change behaviors and gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender.

(b) No person or entity shall, while conducting any trade or commerce, use or employ any fraud, false pretense, false promise, false guarantee, misrepresentation, false or misleading statements, or deceptive practice by advertising or otherwise offering conversion therapy services that could reasonably be interpreted or inferred as representing homosexuality as a mental disease, disorder, or illness, or guaranteeing to change an individual's sexual orientation or gender identity.

Subd. 8. **Unfair or unconscionable acts or practices; standard of proof.** For purposes of this section, an unfair method of competition or an unfair or unconscionable act or practice is any method of competition, act, or practice that: (1) offends public policy as established by the statutes, rules, or common law of Minnesota; (2) is unethical, oppressive, or unscrupulous; or (3) is substantially injurious to consumers.

History: *1963 c 842 s 2; 1969 c 739 s 1; 1969 c 1100 s 1; 1971 c 391 s 1; 1973 c 454 s 1; 1975 c 364 s 3; 1985 c 148 s 3; 1986 c 444; 2004 c 228 art 1 s 56,57; 2005 c 118 s 17; 2023 c 28 s 3; 2023 c 57 art 4 s 16,17*

325F.691 UNREASONABLE DELAY IN MORTGAGE LOAN CLOSING.

Subdivision 1. **Prohibited conduct.** (a) A lender, as defined in section 47.206, who causes unreasonable delay in processing a loan application beyond the expiration date of an interest rate or discount point agreement is liable to the borrower for a penalty in an amount not to exceed the borrower's actual out-of-pocket damages, including the present value of the increased interest costs over the normal life of the loan, or specific performance of the agreement. This paragraph applies to an agreement entered into after July 1, 2004.

(b) For purposes of this section, evidence of unreasonable delay includes, but is not limited to:

(1) failure of the lender to return telephone calls or otherwise respond to the borrower's inquiries concerning the status of the loan;

(2) the addition by the lender of new requirements for processing or approving the loan that were not disclosed to the borrower under section 47.206, subdivision 2, clause (3), unless the requirements result from governmental agency or secondary mortgage market changes, other than changes in interest rates, that occur after the date of the agreement; or

(3) failure by the lender to take actions necessary to process or approve the loan within a reasonable period of time, if the borrower provided information requested by the lender in a timely manner.

Subd. 2. **Additional penalty.** In addition to the remedies in subdivision 1 of this section, a lender is liable to the borrower for $500 for each unreasonable delay in processing a loan application which causes an interest rate or discount point agreement to expire before closing.

History: *2004 c 203 art 1 s 4*

325F.692 FRAUDULENT TELEPHONE SERVICES; BILLING.

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

(b) "Information service" means a billed service transmitted exclusively orally via the telecommunications network that may include provision of information or advice, participation in trivia or other games, participation in adult conversation or other group bridging services, or provision of similar billed services. An information service may be accessed by an information service customer by various methods including, but not limited to, dialing a 1-900 or 1-800 telephone number, or by the customer receiving a collect call from an information service provider following the customer's 1-800 call.

(c) "Information service customer" means a person who receives information transmitted from or participates in conversation enabled by an information service provider.

(d) "Information service provider" means a person who provides information services and directly, or indirectly through a billing agent, either charges information service customers for use of the information service or includes the costs associated with providing information services in the charge for a long-distance call.

(e) "Telephone service subscriber" means a person who contracts with a telephone company for telephone services.

Subd. 2. **Unauthorized information service charges; liability.** A telephone service subscriber is not responsible for information service charges for calls made by minors or vulnerable adults as defined in section 626.5572, subdivision 21, unless expressly authorized by the subscriber or spouse.

Subd. 3. **Billing; segregated charges; notice.** (a) A telephone company or independent telephone company, as defined in section 237.01, or any other entity that serves as the billing agent for information service charges shall, to the extent it has knowledge, list the charges for information services separately from charges for local and long-distance telephone service charges on each telephone service subscriber's billing statement, regardless of whether an information service customer initiated a call to access the information service or whether the information service provider initiated a call to the customer to allow the customer access to the information service. It is fraud under section 325F.69 to knowingly identify information service charges as telephone charges. A common carrier is liable for fraud under this subdivision only if it knowingly participates in the misidentification.

(b) A bill or the portion of a telephone bill for information services must contain the following language printed in at least ten-point bold type or typewritten in capital letters in a color or shade that readily contrasts with the background:

"YOU HAVE THE RIGHT TO DISPUTE CHARGES FOR INFORMATION SERVICE CALLS. AS A TELEPHONE SERVICE SUBSCRIBER, YOU ARE NOT LEGALLY RESPONSIBLE FOR INFORMATION SERVICE CHARGES INCURRED BY MINORS OR VULNERABLE ADULTS WITHOUT YOUR CONSENT. NEITHER A LONG DISTANCE COMPANY NOR YOUR LOCAL

TELEPHONE COMPANY MAY DISCONNECT YOUR SERVICE BECAUSE YOU REFUSE TO PAY AN INFORMATION SERVICE CHARGE."

The notice required by this paragraph can be provided in conjunction with other required notices.

Subd. 4. **Fraudulent misrepresentation.** It is fraudulent misrepresentation under section 325F.69 for an information service provider or a provider's agent, including an agent or employee of an entity that provides billing services for an information service provider, to knowingly advise an information service customer or a telephone service subscriber, either orally or in writing, that:

(1) information service charges not incurred or authorized by a telephone service subscriber are the responsibility of the subscriber;

(2) parents or guardians of minors or other vulnerable people are responsible for information service charges incurred by the minors or other vulnerable persons; or

(3) the availability of telephone service for the subscriber may be affected by failure to pay information service charges not incurred or authorized by the subscriber.

Subd. 5. **Allocation of payment of telephone bills.** The telephone service subscriber shall have the right to direct partial payments of a telephone bill. Unless otherwise directed by the telephone service subscriber, a telephone company or other billing entity that receives partial payment of a telephone bill shall allocate the partial payment first to charges for telephone services, and last to charges for information services.

Subd. 6. **Indemnity.** A telephone company or independent telephone company has a right of indemnity against anyone who has provided it with false information as to the status of information charges.

Subd. 7. **Involuntary blocking.** Anyone who has refused to pay for two months of information charge bills or one month of charges in excess of $500 may be blocked from access to information services.

Subd. 8. [Repealed, 1998 c 345 s 16]

Subd. 9. **Caller responsibility.** This section does not affect the legal responsibility of the person who places an information service call for the charges for the call.

Subd. 10. **Caller codes regulated.** Information service providers or their agents and telephone companies shall not issue calling card identification codes or personal identification numbers (PIN codes) to consumers over the telephone. This subdivision does not apply to the issuance of identification codes or personal identification numbers to consumers by a financial institution as defined in United States Code, title 18, section 20, or an affiliate or subsidiary of a financial institution.

History: *1994 c 449 s 2; 1995 c 185 s 5; 1995 c 229 art 4 s 15; 1998 c 254 art 1 s 85; 1998 c 345 s 15*

325F.693 FRAUDULENT TELEPHONE SERVICES; SLAMMING.

Subdivision 1. **Definitions.** (a) For the purposes of this section, a "telephone service subscriber" means a person who contracts with a telephone company for telephone services or a telecommunications company for telecommunications services.

(b) The definitions contained in chapter 237 apply to this section.

Subd. 2. **Slamming deemed consumer fraud.** (a) It is fraud under section 325F.69 to request a change in a telephone service subscriber's local exchange or interexchange carrier without the subscriber's verified consent.

(b) A telephone service subscriber may employ the remedies provided in section 237.66 for violations of paragraph (a). Section 8.31 may also be employed to remedy violations of paragraph (a).

(c) For the purposes of paragraph (a):

(1) the consent of the telephone service subscriber may be verified utilizing any method that is consistent with federal law or regulation;

(2) compliance with applicable federal law and regulation, or state law and rule, whichever is more stringent, is a complete defense to an allegation of consumer fraud under paragraph (a); and

(3) it is the responsibility of the company or carrier requesting a change in a telephone service subscriber's company or carrier to verify that the subscriber has authorized the change. A telephone company or telecommunications carrier providing local exchange service who has been requested by another telephone company or telecommunications carrier to process a change in a subscriber's carrier is only liable under this section if it knowingly participates in processing a requested change that is unauthorized.

Nothing in this section shall be construed to change a telephone company's or telecommunications carrier's obligations under section 237.66.

History: *1997 c 68 s 5*

325F.694 FALSE OR MISLEADING COMMERCIAL ELECTRONIC MAIL MESSAGES.

Subdivision 1. **Definitions.** (a) The terms used in this section have the meanings given them in this subdivision.

(b) "Commercial electronic mail message" means an electronic mail message sent through an Internet service provider's facilities located in this state to a resident of this state for promoting real property, goods, or services for sale or lease.

(c) "Electronic mail address" means a destination, commonly expressed as a string of characters, to which electronic mail may be sent or delivered.

(d) "Electronic mail service provider" means a business, nonprofit organization, educational institution, library, or government entity that provides a set of users the ability to send or receive electronic mail messages via the Internet.

(e) "Initiate the transmission" refers to the action by the original sender of an electronic mail message, not to the action by an intervening Internet service provider or electronic mail service provider that may handle or retransmit the message.

(f) "Internet service provider" means a business or person who provides users authenticated access to, or presence on, the Internet by means of a switched or dedicated telecommunications channel upon which the provider provides transit routing of Internet Protocol (IP) packets for and on behalf of the user.

(g) "Internet domain name" refers to a globally unique, hierarchical reference to an Internet host or service, assigned through centralized Internet naming authorities, comprising a series of character strings separated by periods, with the rightmost string specifying the top of the hierarchy.

Subd. 2. **False or misleading messages prohibited.** No person may initiate the transmission of a commercial electronic mail message that:

(1) uses a third party's Internet domain name without permission of the third party, or otherwise misrepresents any information in identifying the point of origin or the transmission path of a commercial electronic mail message; or

(2) contains false or misleading information in the subject line.

Subd. 3. **Subject disclosure.** The subject line of a commercial electronic mail message must include "ADV" as the first characters. If the message contains information that consists of material of a sexual nature that may only be viewed by an individual 18 years of age and older, the subject line of the message must include "ADV-ADULT" as the first characters.

For purposes of this subdivision, "commercial electronic mail message" does not include a message:

(1) if the recipient has consented to receive or has solicited electronic mail messages from the initiator;

(2) from an organization using electronic mail to communicate exclusively with its members;

(3) from an entity which uses electronic mail to communicate exclusively with its employees or contractors; or

(4) if there is a business or personal relationship between the initiator and the recipient.

For purposes of this subdivision, "business relationship" means a prior or existing relationship formed between the initiator and the recipient, with or without an exchange of consideration, on the basis of an inquiry, application, purchase, or use by the recipient of or regarding products, information, or services offered by the initiator or an affiliate or agent of the initiator. For purposes of this paragraph, "affiliate" means a person that directly or indirectly controls, is controlled by, or is under common control with a specified person.

Subd. 4. **Toll-free number.** (a) A sender initiating the transmission of a commercial electronic mail message must establish a toll-free telephone number, a valid sender-operated return electronic mail address, or another easy-to-use electronic method that the recipient of the commercial electronic mail message may call or access by electronic mail or other electronic means to notify the sender not to transmit by electronic mail any further unsolicited commercial electronic mail messages. The notification process may include the ability for the commercial electronic mail messages recipient to direct the initiator to transmit or not transmit particular commercial electronic mail messages based upon products, services, divisions, organizations, companies, or other selections of the recipient's choice.

(b) A commercial electronic mail message must include a statement informing the recipient of a toll-free telephone number that the recipient may call, or a valid return address to which the recipient may write or access by electronic mail or another electronic method established by the initiator, notifying the sender not to transmit to the recipient any further unsolicited commercial electronic mail messages to the electronic mail address, or addresses, specified by the recipient, and explaining the manner in which the recipient may specify what commercial electronic mail messages the recipient does and does not wish to receive.

Subd. 5. **Blocking receipt or transmission.** No electronic mail service provider may be held liable in an action by a recipient for any act voluntarily taken in good faith to block the receipt or transmission through its service of any commercial electronic mail message that the electronic mail service provider reasonably believes is, or will be, sent in violation of this section.

Subd. 6. **Defenses.** (a) A person is not liable for a commercial electronic mail message sent in violation of this section if the person can show by a preponderance of the evidence that the commercial electronic

mail message was not initiated by the person or was initiated in a manner and form not subject to the control of the person.

(b) In an action under this section it is a defense that the defendant has established and implemented reasonable practices and procedures to prevent violations of this section.

Subd. 7. **Damages.** (a) A person injured by a violation of this section may recover damages caused by the violation as specified in this subdivision.

(b) An injured person, other than an electronic mail service provider, may recover:

(1) the lesser of $25 for each commercial electronic mail message received that violates subdivision 2, or $35,000 per day; or

(2) the lesser of $10 for each commercial electronic mail message received that violates subdivision 3, or $25,000 per day.

(c) An injured electronic mail service provider may recover actual damages or elect, in lieu of actual damages, to recover:

(1) the lesser of $25 for each commercial electronic mail message received that violates subdivision 2, or $35,000 per day; or

(2) the lesser of $10 for each commercial electronic mail message received that violates subdivision 3, or $25,000 per day.

(d) At the request of any party to an action brought under this section, the court may, at its discretion, conduct all legal proceedings in such a way as to protect the secrecy and security of the computer, computer network, computer data, computer program, and computer software involved in order to prevent possible recurrence of the same or a similar act by another person and to protect any trade secrets of any party.

(e) Costs, disbursements, and reasonable attorney fees may be awarded to a party awarded damages for a violation of this section. No class action shall be brought under this section.

(f) Except as otherwise provided in this subdivision, the remedies in this subdivision are in addition to remedies available under section 8.31, 325F.70, or other law.

Subd. 8. **Relationship to federal law.** If federal law is enacted that regulates false, misleading, or unsolicited commercial electronic mail messages but does not preempt state law on the subject, the federal law supersedes any conflicting provisions of this section.

History: *2002 c 395 art 2 s 1*

NOTE: This section, as added by Laws 2002, chapter 395, article 2, section 1, is effective March 1, 2003, and expires on the effective date of federal legislation that preempts state regulation of false, misleading, or unsolicited commercial mail messages. Laws 2002, chapter 395, article 2, section 2.

325F.6945 INTERNET SERVICE PROVIDERS; PROHIBITED ACTIONS.

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

(b) "Broadband Internet access service" means:

(1) a mass-market retail service by wire or radio that provides the capability, including any capability that is incidental to and enables the operation of the communications service, to transmit data to and receive data from all or substantially all Internet endpoints;

(2) any service that provides a functional equivalent of the service described in clause (1); or

(3) any service that is used to evade the protections established under this section.

Broadband Internet access service includes a service that serves end users at fixed endpoints using stationary equipment or end users using mobile stations, but does not include dial-up Internet access service.

(c) "Edge provider" means any person or entity that provides:

(1) any content, application, or service over the Internet; or

(2) a device used to access any content, application, or service over the Internet.

Edge provider does not include a person or entity providing obscene material, as defined in section 617.241.

(d) "Impairing or degrading lawful Internet traffic on the basis of Internet content, application, or service, or use of a nonharmful device" means impairing or degrading any of the following:

(1) particular content, applications, or services;

(2) particular classes of content, applications, or services;

(3) lawful Internet traffic to particular nonharmful devices; or

(4) lawful Internet traffic to particular classes of nonharmful devices.

Impairing or degrading lawful Internet traffic on the basis of Internet content, application, or service, or use of a nonharmful device includes, without limitation, differentiating positively or negatively between any of the following:

(i) particular content, applications, or services;

(ii) particular classes of content, applications, or services;

(iii) lawful Internet traffic to particular nonharmful devices; or

(iv) lawful Internet traffic to particular classes of nonharmful devices.

(e) "Internet service provider" means a business that provides broadband Internet access service to a customer in Minnesota.

(f) "Paid prioritization" means the management of an Internet service provider's network to directly or indirectly favor some traffic over other traffic:

(1) in exchange for monetary or other consideration from a third party; or

(2) to benefit an affiliated entity.

(g) "Reasonable network management" means a network management practice that has a primarily technical network-management justification, but does not include other business practices, which is reasonable if the practice is primarily used for and tailored to achieving a legitimate network-management purpose,

taking into account the particular network architecture and technology of the broadband Internet access service.

(h) "Zero-rating" means exempting some Internet traffic from a customer's data usage allowance.

Subd. 2. **Prohibited actions.** An Internet service provider is prohibited from engaging in any of the following activities with respect to any of the Internet service provider's Minnesota customers:

(1) subject to reasonable network management, blocking lawful content, applications, services, or nonharmful devices;

(2) subject to reasonable network management, impairing, impeding, or degrading lawful Internet traffic on the basis of (i) Internet content, application, or service, or (ii) use of a nonharmful device;

(3) engaging in paid prioritization;

(4) unreasonably interfering with or unreasonably disadvantaging:

(i) a customer's ability to select, access, and use broadband Internet service or lawful Internet content, applications, services, or devices of the customer's choice; or

(ii) an edge provider's ability to provide lawful Internet content, applications, services, or devices to a customer.

Reasonable network management is not a violation of this clause;

(5) engaging in deceptive or misleading marketing practices that misrepresent the treatment of Internet traffic or content;

(6) engaging in zero-rating in exchange for consideration, monetary or otherwise, from a third party; or

(7) zero-rating some Internet content, applications, services, or devices in a category of Internet content, applications, services, or devices, but not the entire category.

Subd. 3. **Exceptions.** This section does not apply to software or applications sponsored by the federal government, a state government, or a federally recognized Tribal government when the Internet service provider allows an advantage to customers for free or improved access, or data for access to government services and programs.

Subd. 4. **Other laws.** This section does not: (1) supersede any obligation or authorization an Internet service provider may have to address the needs of emergency communications or law enforcement, public safety, or national security authorities, consistent with or as permitted by applicable law; or (2) limit the provider's ability to meet, address, or comply with the needs identified in clause (1).

Subd. 5. **Enforcement.** A violation of subdivision 2 may be enforced by the commissioner of commerce under section 45.027. The venue for enforcement proceedings is Ramsey County.

History: *2024 c 114 art 4 s 3*

325F.695 MS 2006 [Expired, 2004 c 261 art 5 s 1]

UNAUTHORIZED CELLULAR TELEPHONE USE

325F.696 LIABILITY FOR UNAUTHORIZED USE OF CELLULAR TELEPHONES.

Subdivision 1. **Liability limited.** A customer is not liable for cellular telephone charges imposed by a wireless service provider that result from the unauthorized use of the customer's cellular telephone. There is a rebuttable presumption that any use of a cellular telephone after the wireless service provider has been notified that the telephone is lost or stolen is unauthorized, provided that the customer agreed to suspend use of the wireless device.

Subd. 2. **Unauthorized use defined.** For purposes of subdivision 1, "unauthorized use" means use by a person other than the customer who does not have actual, implied, or apparent authority for the use.

History: *2009 c 54 s 1*

325F.697 LIVE CHECK SOLICITATION PROHIBITED.

Subdivision 1. **Definition.** For purposes of this section, "live check" means a negotiable check, money order, draft, or other instrument, the presentment or negotiation of which may obligate a consumer to pay for a good or service. For the purposes of this section, "live check" does not include a live check issued by a lender or financial institution, as defined in section 47.605, subdivision 1.

Subd. 2. **Live check solicitation deemed deceptive sales practice.** It is a deceptive practice under section 325F.69 to solicit a Minnesota resident for the sale of a good or service by providing a live check payable to the addressee, the presentment or negotiation of which obligates the addressee to purchase a good or service.

History: *2010 c 192 s 1*

325F.698 SMARTPHONE ANTITHEFT PROTECTION.

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

(b) "Smartphone" means a cellular phone or other mobile device that: (1) is built on a smartphone mobile operating system; (2) possesses advanced computing capability; (3) enables network connectivity; and (4) is capable of operating on a long-term evolution network and successor wireless data network communication standards. Capabilities a smartphone may possess include, but are not limited to, built-in applications, Internet access, digital voice service, text messaging, email, and web browsing. Smartphone does not include a phone commonly referred to as a feature or messaging phone, a laptop computer, a tablet device, or a device that has only electronic reading capability.

Subd. 2. **Antitheft functionality required.** Any new smartphone manufactured on or after July 1, 2015, sold or purchased in Minnesota must be equipped with preloaded antitheft functionality or be capable of downloading that functionality. The functionality must be available to purchasers at no cost.

History: *2014 c 241 art 1 s 1*

325F.70 REMEDIES.

Subdivision 1. **Injunction.** The attorney general or any county attorney may institute a civil action in the name of the state in the district court for an injunction prohibiting any violation of sections 325F.68 to 325F.70. The court, upon proper proof that defendant has engaged in a practice made enjoinable by section

325F.69, may enjoin the future commission of such practice. It shall be no defense to such an action that the state may have adequate remedies at law.

Subd. 2. **Service of process.** Service of process shall be as in any other civil suit, except that where a defendant in such action is a natural person or firm residing outside the state, or is a foreign corporation, service of process may also be made by personal service outside the state, or in the manner provided by section 5.25, or in such manner as the court may direct. Process is valid if it satisfies the requirements of due process of law, whether or not defendant is doing business in Minnesota regularly or habitually.

Subd. 3. **Private enforcement.** (a) In addition to the remedies otherwise provided by law, a consumer injured by a violation of sections 325F.68 to 325F.70, in connection with a sale of merchandise for personal, family, household, or agricultural purposes, may bring a civil action and recover damages, together with costs and disbursements, including costs of investigation and reasonable attorney fees, and receive other equitable relief as determined by the court. An action brought under this section benefits the public.

(b) For the purposes of this subdivision:

(1) "consumer" means a natural person or family farmer;

(2) "family farmer" means a person or persons operating a family farm; and

(3) "family farm" has the meaning given in section 116B.02, subdivision 6.

History: *1963 c 842 s 3; 1967 c 302 s 2; 1995 c 128 art 1 s 16; 2023 c 52 art 19 s 15*

DECEPTIVE ACTS PERPETRATED AGAINST SENIOR CITIZENS OR DISABLED PERSONS

325F.71 SENIOR CITIZENS AND DISABLED PERSONS; ADDITIONAL CIVIL PENALTY FOR DECEPTIVE ACTS.

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

(a) "Senior citizen" means a person who is 62 years of age or older.

(b) "Disabled person" means a person who has an impairment of physical or mental function or emotional status that substantially limits one or more major life activities.

(c) "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

Subd. 2. **Supplemental civil penalty.** (a) In addition to any liability for a civil penalty pursuant to sections 325D.43 to 325D.48, regarding deceptive trade practices; 325F.67, regarding false advertising; and 325F.68 to 325F.70, regarding consumer fraud; a person who engages in any conduct prohibited by those statutes, and whose conduct is perpetrated against one or more senior citizens or disabled persons, is liable for an additional civil penalty not to exceed $10,000 for each violation, if one or more of the factors in paragraph (b) are present.

(b) In determining whether to impose a civil penalty pursuant to paragraph (a), and the amount of the penalty, the court shall consider, in addition to other appropriate factors, the extent to which one or more of the following factors are present:

(1) whether the defendant knew or should have known that the defendant's conduct was directed to one or more senior citizens or disabled persons;

(2) whether the defendant's conduct caused senior citizens or disabled persons to suffer: loss or encumbrance of a primary residence, principal employment, or source of income; substantial loss of property set aside for retirement or for personal or family care and maintenance; substantial loss of payments received under a pension or retirement plan or a government benefits program; or assets essential to the health or welfare of the senior citizen or disabled person;

(3) whether one or more senior citizens or disabled persons are more vulnerable to the defendant's conduct than other members of the public because of age, poor health or infirmity, impaired understanding, restricted mobility, or disability, and actually suffered physical, emotional, or economic damage resulting from the defendant's conduct; or

(4) whether the defendant's conduct caused senior citizens or disabled persons to make an uncompensated asset transfer that resulted in the person being found ineligible for medical assistance.

Subd. 3. **Restitution to be given priority.** Restitution ordered pursuant to the statutes listed in subdivision 2 shall be given priority over imposition of civil penalties designated by the court under this section.

Subd. 4. **Private remedies.** A person injured by a violation of this section may bring a civil action and recover damages, together with costs and disbursements, including costs of investigation and reasonable attorney's fees, and receive other equitable relief as determined by the court.

History: *1989 c 294 s 2; 1996 c 451 art 2 s 53; 2005 c 56 s 1*

DISCLOSURE OF SPECIAL CARE STATUS

325F.72 DISCLOSURE OF SPECIAL CARE STATUS REQUIRED.

Subdivision 1. **Persons to whom disclosure is required.** Only assisted living facilities with dementia care licenses under chapter 144G may advertise, market, or otherwise promote the facility as providing specialized care for dementia or related disorders. All assisted living facilities with dementia care licenses shall provide a written disclosure to the following:

(1) the commissioner of health, if requested;

(2) the Office of Ombudsman for Long-Term Care; and

(3) each person seeking placement within a residence, or the person's legal and designated representatives, as those terms are defined in section 144G.08, before an agreement to provide the care is entered into.

Subd. 2. **Content.** Written disclosure shall include, but is not limited to, the following:

(1) a statement of the overall philosophy and how it reflects the special needs of residents with Alzheimer's disease or other dementias;

(2) the criteria for determining who may reside in the secured dementia care unit as defined in section 144G.08, subdivision 62;

(3) the process used for assessment and establishment of the service plan, including how the plan is responsive to changes in the resident's condition;

(4) staffing credentials, job descriptions, and staff duties and availability, including any training specific to dementia;

(5) physical environment as well as design and security features that specifically address the needs of residents with Alzheimer's disease or other dementias;

(6) frequency and type of programs and activities for residents of the assisted living facility with dementia care;

(7) involvement of families in resident care and availability of family support programs;

(8) fee schedules for additional services to the residents of the secured dementia care unit; and

(9) a statement that residents will be given a written notice 30 calendar days prior to changes in the fee schedule.

Subd. 3. **Duty to update.** Substantial changes to disclosures must be reported to the parties listed in subdivision 1 at the time the change is made.

Subd. 4. **Remedy.** The attorney general may seek the remedies set forth in section 8.31 for repeated and intentional violations of this section. However, no private right of action may be maintained as provided under section 8.31, subdivision 3a.

History: *1Sp2001 c 9 art 1 s 57; 2002 c 379 art 1 s 113; 2007 c 147 art 7 s 75; 2019 c 60 art 1 s 47; art 4 s 31,32*

"I'M OKAY" CHECK SERVICES

325F.721 PROVISION OF "I'M OKAY" CHECK SERVICES.

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

(b) "Covered setting" means an unlicensed setting providing sleeping accommodations to one or more adult residents, at least 80 percent of which are 55 years of age or older, and offering or providing, for a fee, supportive services. For the purposes of this section, covered setting does not mean:

(1) emergency shelter, transitional housing, or any other residential units serving exclusively or primarily homeless individuals, as defined under section 116L.361;

(2) a nursing home licensed under chapter 144A;

(3) a hospital, certified boarding care, or supervised living facility licensed under sections 144.50 to 144.56;

(4) a lodging establishment licensed under chapter 157 and Minnesota Rules, parts 9520.0500 to 9520.0670, or under chapter 245D, 245G, or 245I;

(5) services and residential settings licensed under chapter 245A, including adult foster care and services and settings governed under the standards in chapter 245D;

(6) private homes in which the residents are related by kinship, law, or affinity with the providers of services;

(7) a duly organized condominium, cooperative, and common interest community, or owners' association of the condominium, cooperative, and common interest community where at least 80 percent of the units that comprise the condominium, cooperative, or common interest community are occupied by individuals who are the owners, members, or shareholders of the units;

(8) temporary family health care dwellings as defined in sections 394.307 and 462.3593;

(9) settings offering services conducted by and for the adherents of any recognized church or religious denomination for its members exclusively through spiritual means or by prayer for healing;

(10) housing financed pursuant to sections 462A.37 and 462A.375, units financed with low-income housing tax credits pursuant to United States Code, title 26, section 42, and units financed by the Minnesota Housing Finance Agency that are intended to serve individuals with disabilities or individuals who are homeless, except for those developments that market or hold themselves out as assisted living facilities and provide assisted living services;

(11) rental housing developed under United States Code, title 42, section 1437, or United States Code, title 12, section 1701q;

(12) rental housing designated for occupancy by only elderly or elderly and disabled residents under United States Code, title 42, section 1437e, or rental housing for qualifying families under Code of Federal Regulations, title 24, section 983.56;

(13) rental housing funded under United States Code, title 42, chapter 89, or United States Code, title 42, section 8011; or

(14) an assisted living facility licensed under chapter 144G.

(c) "'I'm okay' check services" means providing a service to, by any means, check on the safety of a resident.

(d) "Resident" means a person entering into written contract for housing and services with a covered setting.

(e) "Supportive services" means:

(1) assistance with laundry, shopping, and household chores;

(2) housekeeping services;

(3) provision of meals or assistance with meals or food preparation;

(4) help with arranging, or arranging transportation to, medical, social, recreational, personal, or social services appointments; or

(5) provision of social or recreational services.

Arranging for services does not include making referrals or contacting a service provider in an emergency.

[See Note.]

Subd. 2. **Disclosure of "I'm okay" check services.** (a) A covered setting must prominently disclose in a written contract whether or not the setting itself or through a provider with which the setting has a business agreement offers "I'm okay" check services.

(b) If the resident contracts for "I'm okay" check services, the written contract must detail the nature, extent, and frequency of the provision of these services.

(c) A covered setting must disclose to prospective residents that the facility is not licensed as an assisted living facility under chapter 144G and, notwithstanding any contract for "I'm okay" check services, is not permitted to provide assisted living services, as defined in section 144G.08, subdivision 9, either directly or through a provider under a business relationship or other affiliation with the covered setting.

History: *2019 c 60 art 1 s 47; art 3 s 4; 2021 c 30 art 17 s 112*

NOTE: The amendment to subdivision 1 by Laws 2021, chapter 30, article 17, section 112, is effective upon federal approval. The commissioner of human services shall notify the revisor of statutes when federal approval is obtained. Laws 2021, chapter 30, article 17, section 114.

EXEMPT SETTINGS

325F.722 CONSUMER PROTECTIONS FOR EXEMPT SETTINGS.

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

(b) "Exempt setting" means a setting that is exempted from assisted living facility licensure under section 144G.08, subdivision 7, clauses (10) to (13).

(c) "Resident" means a person residing in an exempt setting.

Subd. 2. **Contracts.** (a) Every exempt setting must execute a written contract with a resident or the resident's representative and must operate in accordance with the terms of the contract. The resident or the resident's representative must be given a complete copy of the contract and all supporting documents and attachments and any changes whenever changes are made.

(b) The contract must include at least the following elements in itself or through supporting documents or attachments:

(1) the name, street address, and mailing address of the exempt setting;

(2) the name and mailing address of the owner or owners of the exempt setting and, if the owner or owners are not natural persons, identification of the type of business entity of the owner or owners;

(3) the name and mailing address of the managing agent, through management agreement or lease agreement, of the exempt setting, if different from the owner or owners;

(4) the name and address of at least one natural person who is authorized to accept service of process on behalf of the owner or owners and managing agent;

(5) a statement identifying the license number of the home care provider that provides services to some or all of the residents and that is either the setting itself or another entity with which the setting has an arrangement;

(6) the term of the contract;

(7) an itemization and description of the housing and, if applicable, services to be provided to the resident;

(8) a conspicuous notice informing the resident of the policy concerning the conditions under which and the process through which the contract may be modified, amended, or terminated;

(9) a description of the exempt setting's complaint resolution process available to residents including the toll-free complaint line for the Office of Ombudsman for Long-Term Care;

(10) the individual designated as the resident's representative, if any;

(11) the exempt setting's referral procedures if the contract is terminated;

(12) a statement regarding the ability of a resident to receive services from providers with whom the exempt setting does not have an arrangement;

(13) a statement regarding the availability of public funds for payment for residence or services; and

(14) a statement regarding the availability of and contact information for long-term care consultation services under section 256B.0911 in the county in which the exempt setting is located.

(c) The contract must include a statement regarding:

(1) the ability of a resident to furnish and decorate the resident's unit within the terms of the lease;

(2) a resident's right to access food at any time;

(3) a resident's right to choose the resident's visitors and times of visits;

(4) a resident's right to choose a roommate if sharing a unit; and

(5) a resident's right to have and use a lockable door to the resident's unit. The exempt setting must provide the locks on the unit. Only a staff member with a specific need to enter the unit shall have keys, and advance notice must be given to the resident before entrance by the staff member, when possible.

(d) A restriction of a resident's rights under this subdivision is allowed only if determined necessary for health and safety reasons identified by a home care provider's registered nurse in an initial assessment or reassessment, as defined under section 144A.4791, subdivision 8, and documented in the written service plan under section 144A.4791, subdivision 9. Any restrictions of those rights for people served under section 256B.49 and chapter 256S must be documented in the resident's support plan, as defined under sections 256B.49, subdivision 15, and 256S.10.

(e) The contract and related documents executed by each resident or resident's representative must be maintained by the exempt setting in files from the date of execution until three years after the contract is terminated.

Subd. 3. **Termination of contract.** An exempt setting must include with notice of termination of contract information about how to contact the ombudsman for long-term care, including the address and telephone number, along with a statement of how to request problem-solving assistance.

Subd. 4. **Emergency planning.** (a) Each exempt setting must meet the following requirements:

(1) have a written emergency disaster plan that contains a plan for evacuation, addresses elements of sheltering in place, identifies temporary relocation sites, and details staff assignments in the event of a disaster or an emergency;

(2) prominently post an emergency disaster plan;

(3) provide building emergency exit diagrams to all residents upon signing a contract;

(4) post emergency exit diagrams on each floor; and

(5) have a written policy and procedure regarding missing residents.

(b) Each exempt setting must provide emergency and disaster training to all staff during the initial staff orientation and annually thereafter and must make emergency and disaster training available to all residents annually. Staff who have not received emergency and disaster training are allowed to work only when trained staff are also working on site.

(c) Each exempt setting location must conduct and document a fire drill or other emergency drill at least once every six months. To the extent possible, drills must be coordinated with local fire departments or other community emergency resources.

Subd. 5. **Training in dementia.** (a) If an exempt setting has a special program or special care unit for residents with Alzheimer's disease or other dementias whether in a segregated or general unit, employees of the setting must meet the following training requirements:

(1) supervisors of direct care staff must have completed at least eight hours of initial training on topics specified under paragraph (b) within 120 working hours of the employment start date and must complete at least two hours of training on topics related to dementia care for each 12 months of employment thereafter;

(2) direct care employees must have completed at least eight hours of initial training on topics specified under paragraph (b) within 160 working hours of the employment start date. Until this initial training is complete, an employee must not provide direct care unless there is another employee on site who has completed the initial eight hours of training on topics related to dementia care and who can act as a resource and assist if issues arise. A trainer of the requirements under paragraph (b), or a supervisor meeting the requirements in clause (1), must be available for consultation with the new employee until the training requirement is complete. Direct care employees must complete at least two hours of training on topics related to dementia care for each 12 months of employment thereafter;

(3) staff who do not provide direct care, including maintenance, housekeeping, and food service staff, must have completed at least four hours of initial training on topics specified under paragraph (b) within 160 working hours of the employment start date, and must complete at least two hours of training on topics related to dementia care for each 12 months of employment thereafter; and

(4) new employees may satisfy the initial training requirements under clauses (1) to (3) by producing written proof of previously completed required training within the past 18 months.

(b) Areas of required training include:

(1) an explanation of Alzheimer's disease and related disorders;

(2) assistance with activities of daily living;

(3) problem-solving with challenging behaviors; and

(4) communication skills.

(c) The setting must provide to residents, and prospective residents upon request, in written or electronic form, a description of the training program, the categories of employees trained, the frequency of training, and the basic topics covered.

Subd. 6. **Manager requirements.** (a) The person primarily responsible for oversight and management of the exempt setting, as designated by the owner, must obtain at least 30 hours of continuing education every two years of employment as the manager in topics relevant to the operations of the setting and the needs of its residents. Continuing education earned to maintain a professional license, such as a nursing home administrator license, assisted living facility director license, nursing license, social worker license, or real estate license, can be used to complete this requirement.

(b) New managers may satisfy the initial dementia training requirements by producing written proof of previously completed required training within the past 18 months.

Subd. 7. **Restraints.** Residents must be free from any physical or chemical restraints imposed for purposes of discipline or convenience.

Subd. 8. **Other laws.** Each exempt setting must comply with chapter 504B, and must obtain and maintain all other licenses, permits, registrations, or other required governmental approvals. An exempt setting is not required to obtain a lodging license under chapter 157 and related rules.

Subd. 9. **Remedy.** A state agency must make a good faith effort to reasonably resolve any dispute with an exempt setting before seeking any additional enforcement actions regarding the exempt setting's compliance with the requirements of this section. No private right of action may be maintained as provided under section 8.31, subdivision 3a.

History: *1Sp2021 c 7 art 13 s 65; 2022 c 98 art 17 s 26*

325F.725 RECOVERY RESIDENCE TITLE PROTECTION.

No person or entity may use the phrase "recovery residence," whether alone or in combination with other words and whether orally or in writing, to advertise, market, or otherwise describe, offer, or promote itself, or any housing, service, service package, or program that it provides within this state, unless the person or entity meets the definition of a recovery residence in section 254B.01, subdivision 11, and meets the requirements of sections 254B.21 to 254B.216.

History: *2023 c 61 art 4 s 20; 1Sp2025 c 9 art 4 s 50*

PRECIOUS METALS

325F.73 FRAUDULENT SALE OF GOLD AND SILVER; PENALTY.

Subdivision 1. **False stamping of articles of gold or silver.** Any person, firm, corporation, or association, who or which make for sale any article of merchandise made, in whole or in part, of gold or any alloy of gold, having stamped, branded, engraved or printed thereon, or upon any card, tag, or label attached thereto, or upon any box, package, or wrapper, in which such article is encased or enclosed any mark, indicating or designed or intended to indicate, that the gold or alloy of gold of such article is of a greater degree of fineness than the actual fineness or quality of such gold or alloy, unless the actual fineness of such gold or alloy, in the case of flatware and watch cases be not less by more than 3/1000 parts, and, in the case of all other articles, be not less by more than one-half karat than the fineness indicated by the marks stamped, branded, engraved, or imprinted upon any part of such article or upon any cards, tags, or labels attached thereto, or upon any box, package, or wrapper in which such article is encased or enclosed according to the standards and subject to the qualifications hereinafter set forth, is guilty of a misdemeanor; provided, that in any test for the ascertainment of the fineness of the gold or its alloy in any such article, according to the foregoing standards, the part of the gold or its alloy taken for the test analysis or assay shall be such part or portion as

does not contain or have attached thereto any solder or alloy of inferior fineness used for brazing or uniting the parts of the article; provided, further, and in addition to the foregoing tests and standards, that the actual fineness of the entire quantity of gold and of its alloys contained in any article mentioned in this section, except watch cases and flatware, including all solder or alloy of inferior metal used for brazing or uniting the parts of the article (all such gold, alloy, and solders being assayed as one piece) shall not be less by more than one karat than the fineness indicated by the mark stamped, branded, engraved, or imprinted upon such article, or upon any tag, card, or label attached thereto, or upon any box, package, cover, or wrapper in which the article is encased or enclosed.

Subd. 2. **Standards; improper stamping; penalties.** Any person, firm, corporation, or association, who or which makes for sale any article of merchandise made, in whole or in part, of silver or any alloy of silver, and having marked, stamped, branded, engraved, or printed thereon, or upon any card, tag, or label attached thereto, or upon any box, package, cover, or wrapper in which the article is encased or enclosed, the words "sterling silver" or "sterling," or any colorable imitation thereof, unless 925/1,000 of the component parts of the metal appearing or purporting to be silver, of which such article is manufactured are pure silver, subject to the qualifications hereinafter set forth, is guilty of a misdemeanor; provided, that in case of all such articles there shall be allowed divergence of fineness of 4/1,000 parts from this standard.

Any person, firm, corporation, or association, who or which makes for sale any article of merchandise made, in whole or in part, of silver, or of any alloy of silver, and having marked, stamped, branded, engraved, or imprinted thereon or upon any card, tag, or label attached thereto, or upon any box, package, cover, or wrapper in which the article is encased or enclosed, the words "coin" or "coin silver," or any colorable imitation thereof, unless 900/1,000 of the component parts of the metal appearing or purporting to be silver, of which such article is manufactured are pure silver, subject to the qualifications hereinafter set forth, is guilty of a misdemeanor; provided, that in the case of all such articles there shall be allowed a divergence in fineness of 4/1,000 parts from this standard.

Any person, firm, corporation, or association, who or which makes for sale any article of merchandise made, in whole or in part, of silver, or of any alloy of silver, and having stamped, branded, engraved, or imprinted thereon or upon any tag, card, or label attached thereto, or upon any box, package, cover, or wrapper, in which the article is encased or enclosed, any mark or word, other than the word "sterling" or the word "coin," indicating or designed or intended to indicate that the silver or alloy of silver, in the article, is of greater degree of fineness or quality of such silver or alloy, unless the actual fineness of silver or alloy of silver of which the article is composed be not less than 4/1,000 parts than the actual fineness indicated by the mark or word, other than the word "sterling" or "coin," stamped, branded, engraved, or imprinted upon any part of the article, or upon any tag, card, or label attached thereto, or upon any box, package, cover, or wrapper in which the article is encased or enclosed, subject to the qualifications hereinafter set forth, is guilty of a misdemeanor.

In any test for the ascertainment of the fineness of any such article mentioned in this section, according to the foregoing standards, the part of the article taken for the test, analysis, or assay, shall be such part or portion as does not contain or have attached thereto any solder or alloy of inferior metal used for brazing or uniting the parts of such article. In addition to the foregoing test and standards that the actual fineness of the entire quantity of metal purporting to be silver contained in any article mentioned in this section, including all solder or alloy of inferior fineness used for brazing or uniting the parts of any such article (all such silver alloy or solder being assayed as one piece) shall not be less by more than 10/1,000 parts than the fineness indicated according to the foregoing standards by the mark stamped, branded, engraved, or imprinted upon the article, or upon any card, tag, or label attached thereto, or upon any box, package, cover, or wrapper in which the article is encased or enclosed.

Subd. 3. **Gold plate; false stamping; penalty.** Any person, firm, corporation, or association, who or which makes for sale any article of merchandise made, in whole or in part, of inferior metal having deposited or plated thereon or brazed or otherwise affixed thereto a plate, plating, covering, or sheet of gold or of any alloy of gold, and which article is known in the market as "rolled gold plate," "gold plate," "gold filled," or "gold electro plate," or by any similar designation, and having stamped, branded, engraved, or printed thereon, or upon any tag, card, or label attached thereto, or upon any box, package, cover, or wrapper in which the article is encased or enclosed, any word or mark usually employed to indicate the fineness of gold, unless the word be accompanied by other words plainly indicating that the article, or some part thereof, is made of rolled gold plate, or gold plate, or gold electro plate, or is gold filled, as the case may be, is guilty of a misdemeanor.

Subd. 4. **Silver plate; false stamping; penalty.** Any person, firm, corporation, or association, who or which makes for sale any article of merchandise made, in whole or in part, of inferior metal having deposited or plated thereon or brazed or otherwise affixed thereto, a plate, plating, covering, or sheet of silver, or of any alloy of silver, and which article is known in the market as "silver plate" or "silver electro plate," or by any similar designation, and having stamped, branded, engraved, or imprinted thereon, or upon any tag, card, or label attached thereto, or upon any box, package, cover, or wrapper in which the article is encased or enclosed, the word "sterling," or the word "coin," either alone or in conjunction with any other words or marks, is guilty of a misdemeanor.

Subd. 5. **Violations; punishment.** Every person, firm, corporation, or association guilty of a violation of subdivisions 1 to 4, and every officer, manager, director, or managing agent of any such person, firm, corporation, or association directly participating in such violation or consenting thereto, shall be punished by a fine of not more than $1,000, or by imprisonment for not more than three months, or by both, at the discretion of the court; provided, that if the person charged with violation of subdivisions 1 to 4 shall prove that the article concerning which the charge is made was manufactured prior to the first day of July, 1907, then the charge shall be dismissed.

Subd. 6. **Selling falsely stamped articles; penalty.** Every person, firm, corporation, or association who, with intent to deceive, shall sell any article, falsely branded or marked, contrary to the provisions of subdivisions 1 to 5, knowing the same to be so falsely marked or branded, shall be guilty of a misdemeanor.

History: *(10352-10357) 1907 c 467 s 1-6; 1984 c 628 art 3 s 11; 2004 c 228 art 1 s 72*

325F.731 DEFINITIONS.

Subdivision 1. **Terms.** For the purposes of Laws 1981, chapter 333, sections 1 to 17, the following terms have the meanings given them.

Subd. 2. **Precious metal dealer.** "Precious metal dealer" means any natural person, partnership, or corporation, either as principal or agent, engaging in the business of buying secondhand items containing precious metal, including, but not limited to, jewelry, watches, eating utensils, candlesticks, and religious and decorative objects.

Subd. 3. **Precious metals.** "Precious metals" means silver, gold, and platinum.

Subd. 4. **Item containing precious metal.** "Item containing precious metal" means an item made in whole or in part of metal and containing more than one percent by weight of silver, gold or platinum.

History: *1981 c 333 s 1*

325F.732 LICENSE.

Subdivision 1. **Requirement.** Except as provided for in subdivision 2, it is unlawful for a precious metal dealer to engage in or transact any business as such without having a valid license as provided in section 325F.733.

Subd. 2. **Scope.** The requirements of Laws 1981, chapter 333, sections 1 to 17 do not apply to the following:

(1) transactions at occasional "garage" or "yard" sales, or estate sales or farm auctions held at the decedent's residence, except that precious metal dealers must comply with the requirements of sections 325F.734 to 325F.742 for these transactions;

(2) transactions regulated by chapter 80A;

(3) transactions regulated by the Federal Commodity Futures Commission Act, Public Law 93-463;

(4) transactions involving the purchase of precious metal grindings, filings, slag, sweeps, scraps, or dust from an industrial manufacturer, dental lab, dentist, or agent thereof;

(5) transactions involving the purchase of photographic film, such as lithographic and x-ray film, or silver residue or flake recovered in lithographic and x-ray film processing;

(6) transactions involving coins, bullion, or ingots;

(7) transactions in which the second hand item containing precious metal is exchanged for a new item containing precious metal and the value of the new item exceeds the value of the secondhand item, except that a natural person, partnership or corporation who is a precious metal dealer by engaging in a transaction which is not exempted by this section must comply with the requirements of sections 325F.734 to 325F.742;

(8) transactions between precious metal dealers if both dealers are licensed under section 325F.733 or if the seller's business is located outside of the state and the item is shipped from outside the state to a dealer licensed under section 325F.733;

(9) transactions in which the buyer of the secondhand item containing precious metal is engaged primarily in the business of buying and selling antiques, and the items are resold in an unaltered condition except for repair, and the items are resold at retail, and the buyer paid less than $2,500 for secondhand items containing precious metals purchased within any period of 12 consecutive months.

History: *1981 c 333 s 2; 2010 c 382 s 65*

325F.733 LICENSE; APPLICATION; TERMS AND CONDITIONS.

Subdivision 1. **Application.** Any precious metal dealer desiring to engage in or transact business as such in any county of this state shall file an application for a license for that purpose with the auditor of the county in which the dealer desires to do business. The application shall include the applicant's name, date of birth, resident address, and locations of the proposed principal place of business and branch offices within the county, and other locations within the county where the applicant intends to hold secondhand precious metals. If the person in charge of the business or a branch office is someone other than the applicant, the name, date of birth, and resident address of the person in charge shall be stated with the location or branches indicated. If the applicant is a corporation or partnership the name, date of birth and resident address of each officer and general partner shall be stated. Each application shall be kept by the auditor for a period of no

less than three years and shall be available for inspection only by employees of the county auditor, the county attorney, the attorney general, or by a peace officer.

Subd. 2. **Fee.** Each applicant shall pay to the treasurer of the county a license fee in an amount determined by the board of county commissioners of the county to be necessary to cover the expenses of administering this licensing function.

Subd. 3. **Business locations.** A precious metal dealer license shall authorize the precious metal dealer to transact business only at the location or locations designated in the license.

Subd. 4. **Term.** A precious metal dealer license shall be valid for a period of one year from the date of its issuance.

Subd. 5. **Branch offices.** Each branch office shall be operated under the same name as the principal office.

Subd. 6. **Posting of license.** Every precious metal dealer shall prominently post the dealer's license in a conspicuous location at the dealer's principal place of business and a copy of the license in a conspicuous location at each branch office.

Subd. 7. **Posting of prices; weighing.** Every precious metal dealer shall prominently post in a conspicuous place and in letters exceeding one inch in height the minimum prices per ounce or pennyweight that are currently being paid by the dealer for precious metals and a warning notice that unless otherwise informed, the prices offered are based on the meltdown value of the precious metal, rather than the value of the item in its existing form. Precious metal items shall be weighed in plain sight of the prospective seller on scales approved by the Division of Weights and Measures of the Department of Commerce in accordance with sections 239.011 and 239.09.

Subd. 8. **Public record of licenses.** The county auditor shall keep a record of the licenses in a book provided for that purpose. The book shall contain the same information as required on the application for the license; provided, that the applicant's resident address and date of birth shall not be recorded. The book shall be open for public inspection.

History: *1981 c 333 s 3; 1986 c 444; 1991 c 198 s 11; 1Sp2001 c 4 art 6 s 77*

325F.734 IDENTIFICATION OF SELLERS.

Every precious metal dealer shall require a seller of secondhand items containing precious metals to present to the dealer at the time of the transaction an identification card of the seller containing a picture of the seller and the seller's address.

History: *1981 c 333 s 4; 1986 c 444*

325F.735 RECORDS REQUIRED.

Every precious metal dealer shall keep a book at the dealer's business location in which shall be clearly written in ink, in the English language, at the time of each transaction, or as close thereto as possible, the following information:

(1) an accurate description of every secondhand item containing precious metals bought, including the type of item, number of items, brand name of item, if any, engraving or other identifying features of the item, if any, and a description of any gems attached;

(2) the amount of money paid;

(3) the date of the transaction; and

(4) from the identification card containing a picture of the seller, the type of card presented and the serial number of the card, if any, and the name and address of the person selling the item. The book, as well as the item in the possession of the dealer, shall at all reasonable times be open to inspection by any police officer of the city wherein the business is located or the sheriff or any deputy sheriff of the county wherein the business is located.

History: *1981 c 333 s 5; 1986 c 444*

325F.736 REQUIRED HOLDING PERIOD.

Every precious metal dealer shall keep in possession at the dealer's business location or other location within the licensing county from the time of the transaction or as close thereto as possible, for a period of no less than 14 days, every secondhand item containing precious metal purchased by the dealer unless the item is purchased or consigned from another dealer licensed under section 325F.733. The item shall not be altered at the time of sale and shall remain unaltered during the required holding period.

History: *1981 c 333 s 6; 1986 c 444*

325F.737 ADDITIONAL HOLDING PERIOD.

The sheriff or a designee may by written notification require a precious metal dealer licensed in the sheriff's county not to sell or alter a secondhand item containing precious metal if the sheriff or designee has probable cause that the item is stolen. The item shall not be sold, altered, or removed from the licensed premises until authorized to be released in writing by the sheriff or a designee.

The chief of police or a designee may also exercise this same authority for licensed businesses, within the chief's jurisdiction.

History: *1981 c 333 s 7; 1986 c 444*

325F.738 TRADING.

It is unlawful to trade or barter in a manner intended to avoid identification and recording of transactions under sections 325F.734 and 325F.735 and payment under section 325F.741.

History: *1981 c 333 s 8*

325F.739 CERTAIN PURCHASES PROHIBITED.

It is unlawful for a precious metal dealer to purchase a secondhand item containing precious metals from a person under 18 years of age unless the person is accompanied by the person's parent or guardian who is identified and whose identity is recorded in accordance with sections 325F.734 and 325F.735.

History: *1981 c 333 s 9; 1986 c 444*

325F.741 PAYMENT BY CHECK.

Payment by a precious metal dealer for the purchase of a secondhand item containing precious metal shall be made only by a check, draft, or other negotiable or nonnegotiable instrument or order of withdrawal which is drawn against funds held by a financial institution.

History: *1981 c 333 s 10*

325F.742 GOVERNMENTAL SUBDIVISIONS MAY REGULATE.

The provisions of Laws 1981, chapter 333, sections 1 to 17 shall not be construed as prohibiting, or in any way limiting, or interfering with the right of any governmental subdivision of the state to regulate or license precious metal dealers within its jurisdiction in a manner more restrictive than Laws 1981, chapter 333, sections 1 to 17; provided, that transactions described in section 325F.732, subdivision 2, shall not be regulated in a manner inconsistent with Laws 1981, chapter 333, sections 1 to 17.

History: *1981 c 333 s 11*

325F.743 CRIMINAL PENALTY.

Any person who violates any provision of Laws 1981, chapter 333, sections 1 to 17, is guilty of a felony and may be sentenced to imprisonment for not more than three years or to payment of a fine of not more than $40,000, or both.

History: *1981 c 333 s 12; 1984 c 628 art 3 s 11*

325F.744 CIVIL PENALTY.

The attorney general or any county attorney may institute a civil action in the name of the state in the district court to revoke, deny or suspend for a period of time the license on the ground that the licensee has violated a provision of Laws 1981, chapter 333, sections 1 to 17. For this purpose, the attorney general or county attorney shall be invested with the additional powers contained in section 8.31. It is no defense to the action that the state has adequate remedies at law.

History: *1981 c 333 s 13*

325F.75 MS 2018 [Repealed, 1Sp2019 c 7 art 9 s 17]

PRIZES

325F.755 PRIZE NOTICES AND SOLICITATIONS.

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

(a) "Prize" means a gift, award, or other item or service of value that is offered or awarded to a participant in a real or purported contest, competition, sweepstakes, puzzle, drawing, scheme, plan, or other selection process.

(b) "Retail value" of a prize means:

(1) a price at which the sponsor can substantiate that a substantial number of the prizes have been sold to the public in Minnesota in the preceding year; or

(2) if the sponsor is unable to satisfy the requirement in clause (1), then no more than 1.5 times the amount the sponsor paid for the prize in a bona fide purchase from an unaffiliated seller.

(c) "Sponsor" means a corporation, partnership, limited liability company, sole proprietorship, or natural person that requires a person in Minnesota to pay the sponsor money as a condition of awarding the person a prize, or as a condition of allowing the person to receive, use, compete for, or obtain information about a prize, or that creates the reasonable impression that such a payment is required.

Subd. 2. **Disclosures required.** (a) No sponsor shall require a person in Minnesota to pay the sponsor money as a condition of awarding the person a prize, or as a condition of allowing the person to receive, use, compete for, or obtain information about a prize, nor shall a sponsor use any solicitation that creates the reasonable impression that a payment is required, unless the person has first received a written prize notice containing the information required in paragraphs (b) and (c).

(b) A written prize notice must contain each of the following:

(1) the true name or names of the sponsor and the address of the sponsor's actual principal place of business;

(2) the retail value of each prize the person receiving the notice has been selected to receive or may be eligible to receive;

(3) a statement of the person's odds of receiving each prize identified in the notice;

(4) any requirement that the person pay shipping or handling fees or any other charges to obtain or use a prize, including the nature and amount of the charges;

(5) if receipt of the prize is subject to a restriction, a statement that a restriction applies, and a description of the restriction;

(6) any limitations on eligibility; and

(7) if a sponsor represents that the person is a "winner," is a "finalist," has been "specially selected," is in "first place," or is otherwise among a limited group of persons with an enhanced likelihood of receiving a prize, the written prize notice must contain a statement of the maximum number of persons in the group or purported group with this enhanced likelihood of receiving a prize.

(c) The information required by paragraph (b) must be presented in the following form:

(1) the retail value and the statement of odds required under paragraph (b), clauses (2) and (3), must be stated in immediate proximity to each identification of a prize on the written notice, and must be in the same size and boldness of type as the reference to the prize;

(2) the statement of odds must include, for each prize, the total number of prizes to be given away and the total number of written prize notices to be distributed. The number of prizes and written prize notices must be stated in Arabic numerals. The statement of odds must be in the following form:

"..... (number of prizes) out of ..... notices distributed.";

(3) if a person is required to pay shipping or handling fees or any other charges to obtain a prize, to be eligible to obtain a prize, or participate in a contest, the following statement must appear in immediate proximity to each listing of the prize in the written prize notice, in not less than ten-point boldface type:

"YOU MUST PAY $..... TO RECEIVE THIS ITEM" or "YOU MUST PAY $..... TO COMPETE FOR THIS ITEM," whichever is applicable; and

(4) a statement required under paragraph (b), clause (7), must appear in immediate proximity to each representation that the person is among a group of persons with an enhanced likelihood of receiving a prize, and must be in the same size and boldness of type as the representation.

Subd. 3. **Prize award required.** A sponsor who represents to a person that the person has been awarded a prize shall, not later than 30 days after making the representation, provide the person with the prize, or with a voucher, certificate, or other document giving the person the unconditional right to receive the prize, or shall provide the person with either of the following items selected by the person:

(1) any other prize listed in the written prize notice that is available and that is of equal or greater value; or

(2) the retail value of the prize, as stated in the written notice, in the form of cash, a money order, or a certified check.

Subd. 4. **Advertising media exempt.** Nothing in this section creates liability for acts by the publisher, owner, agent, or employee of a newspaper, periodical, radio station, television station, cable television system, or other advertising medium arising out of the publication or dissemination of a solicitation, notice, or promotion governed by this section, unless the publisher, owner, agent, or employee had knowledge that the solicitation, notice, or promotion violated the requirements of this section, or had a financial interest in the solicitation, notice, or promotion.

Subd. 5. **Exemptions.** This section does not apply to solicitations or representations, in connection with (1) the sale or purchase of books, recordings, videocassettes, periodicals, and similar goods through a membership group or club which is regulated by the Federal Trade Commission pursuant to Code of Federal Regulations, title 16, part 425.1, concerning use of negative option plans by sellers in commerce; (2) the sale or purchase of goods ordered through a contractual plan or arrangement such as a continuity plan, subscription arrangement, or a single sale or purchase series arrangement under which the seller ships goods to a consumer who has consented in advance to receive the goods and after the receipt of the goods is given the opportunity to examine the goods and to receive a full refund of charges for the goods upon return of the goods undamaged; or (3) sales by a catalog seller. For purposes of this section "catalog seller" shall mean any entity (and its subsidiaries) or person at least 50 percent of whose annual revenues are derived from the sale of products sold in connection with the distribution of catalogs of at least 24 pages, which contain written descriptions or illustrations and sale prices for each item of merchandise and which are distributed in more than one state with a total annual distribution of at least 250,000.

Subd. 6. **Exemptions for regulated activities.** This section does not apply to advertising permitted and regulated under chapter 82A, concerning membership camping practices; advertising permitted and regulated under chapter 83, concerning subdivided lands and interests in subdivided lands; pari-mutuel betting on horse racing permitted and regulated under chapter 240; lawful gambling permitted and regulated under chapter 349; savings promotion raffles permitted under chapter 609; or the State Lottery created and regulated under chapter 349A.

Subd. 7. **Violations.** (a) Nothing in this section shall be construed to permit an activity otherwise prohibited by law.

(b) A violation of this section is also a violation of sections 325F.68 to 325F.71 and is subject to section 8.31.

(c) Whoever intentionally violates this section may be fined not more than $10,000 or imprisoned for not more than two years, or both. It is evidence of intent if the violation occurs after the Office of the Attorney General has notified a person by certified mail that the person is in violation of this section.

(d) A person suffering pecuniary loss because of an intentional violation of this section may bring an action in any court of competent jurisdiction and shall recover costs, reasonable attorney fees, and the greater of: (1) $500; or (2) twice the amount of the pecuniary loss.

(e) The relief provided in this section is in addition to remedies or penalties otherwise available against the same conduct under common law or other statutes of this state.

History: *1993 c 178 s 1; 1994 c 465 art 1 s 38; 2015 c 29 s 3*

DISTRIBUTION OF TOBACCO PRODUCTS

325F.76 DEFINITIONS.

Subdivision 1. **Terms.** For the purposes of sections 325F.76 to 325F.78, the terms defined in this section have the meanings given them.

Subd. 2. **Chewing tobacco.** "Chewing tobacco" means loose tobacco or a flat compressed cake of tobacco that is inserted into the mouth.

Subd. 3. **Distribute.** "Distribute" means to give products to the general public at no cost or at nominal cost for product promotional purposes.

Subd. 4. **Package.** "Package" means a pack, box, or container of any kind in which a smokeless tobacco product is offered for sale, sold, or otherwise distributed.

Subd. 5. **Person.** "Person" means any individual, partnership, corporation, or other business or legal entity.

Subd. 6. **Smokeless tobacco.** "Smokeless tobacco" means chewing tobacco or tobacco snuff.

Subd. 7. **Tobacco snuff.** "Tobacco snuff" means a small amount of shredded, powdered, or pulverized tobacco that may be inhaled through the nostrils, chewed, or held in the mouth of an individual user.

History: *1986 c 352 s 1*

325F.77 PROMOTIONAL DISTRIBUTION.

Subdivision 1. [Repealed, 1987 c 399 s 5]

Subd. 2. [Repealed, 1987 c 399 s 5]

Subd. 3. **Legislative intent.** Because the state prohibits both the use of tobacco products by minors and the furnishing of tobacco products to minors, and because the enforcement of an age-related restriction on the promotional distribution of tobacco products is impractical and ineffective, it is the intent of the legislature to control the distribution of these products and discourage illegal activity by prohibiting all promotional distribution, except as allowed in this section.

Subd. 4. **Prohibition.** No person shall distribute smokeless tobacco products or cigarettes, cigars, pipe tobacco, or other tobacco products as defined in section 297F.01, subdivision 19, except that single serving samples of tobacco may be distributed in tobacco stores.

History: *1986 c 352 s 2; 1987 c 399 s 3,4; 2010 c 305 s 3*

325F.78 REMEDIES.

The attorney general may institute a civil action in the name of the state of Minnesota in the district court for an injunction prohibiting any violation of section 325F.77. The court, upon notice to the defendant of not less than five days, and upon proof that defendant has engaged in the practice prohibited by section 325F.77, may enjoin the future commission of the practice. The court may impose a civil penalty in an amount not to exceed $5,000 for each violation. The attorney general may recover costs and disbursements, including costs of investigation and reasonable attorneys fees.

History: *1986 c 352 s 3*

TOBACCO PRODUCT DELIVERY SALES

325F.781 REQUIREMENTS; TOBACCO PRODUCT DELIVERY SALES.

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given, unless the language or context clearly provides otherwise.

(b) "Consumer" means an individual who purchases, receives, or possesses tobacco products for personal consumption and not for resale.

(c) "Delivery sale" means:

(1) a sale of tobacco products to a consumer in this state when:

(i) the purchaser submits the order for the sale by means of a telephonic or other method of voice transmission, the mail or any other delivery service, or the Internet or other online service; or

(ii) the tobacco products are delivered by use of the mail or other delivery service; or

(2) a sale of tobacco products that satisfies the criteria in clause (1), item (i), regardless of whether the seller is located inside or outside of the state.

A sale of tobacco products to an individual in this state must be treated as a sale to a consumer, unless the individual is licensed as a distributor or retailer of tobacco products.

(d) "Delivery service" means a person, including the United States Postal Service, that is engaged in the commercial delivery of letters, packages, or other containers.

(e) "Distributor" means a person, whether located inside or outside of this state, other than a retailer, who sells or distributes tobacco products in the state. Distributor does not include a tobacco products manufacturer, export warehouse proprietor, or importer with a valid permit under United States Code, title 26, section 5712 (1997), if the person sells or distributes tobacco products in this state only to distributors who hold valid and current licenses under the laws of a state, or to an export warehouse proprietor or another manufacturer. Distributor does not include a common or contract carrier that is transporting tobacco products under a proper bill of lading or freight bill that states the quantity, source, and destination of tobacco products,

or a person who ships tobacco products through this state by common or contract carrier under a bill of lading or freight bill.

(f) "Retailer" means a person, whether located inside or outside this state, who sells or distributes tobacco products to a consumer in this state.

(g) "Tobacco products" means cigarettes and tobacco products as defined in section 297F.01.

Subd. 2. **Requirements for accepting order for delivery sale.** (a) This subdivision applies to acceptance of an order for a delivery sale of tobacco products.

(b) When accepting the first order for a delivery sale from a consumer, the tobacco retailer shall obtain the following information from the person placing the order:

(1) a copy of a valid government-issued document that provides the person's name, current address, photograph, and date of birth; and

(2) an original written statement signed by the person documenting that the person:

(i) is of legal age to purchase tobacco products in the state;

(ii) has made a choice whether to receive mailings from a tobacco retailer;

(iii) understands that providing false information may be a violation of law; and

(iv) understands that it is a violation of law to purchase tobacco products for subsequent resale or for delivery to persons who are under the legal age to purchase tobacco products.

(c) If an order is made as a result of advertisement over the Internet, the tobacco retailer shall request the email address of the purchaser and shall receive payment by credit card or check prior to shipping.

(d) Prior to shipping the tobacco products, the tobacco retailer shall verify the information provided under paragraph (b) against a commercially available database. Any such database or databases may also include age and identity information from other government or validated commercial sources, if that additional information is regularly used by government and businesses for the purpose of identity verification and authentication, and if the additional information is used only to supplement and not to replace the government-issued identification data in the age and identity verification process.

Subd. 3. **Requirements for shipping a delivery sale.** (a) This subdivision applies to a tobacco retailer shipping tobacco products pursuant to a delivery sale.

(b) The tobacco retailer shall clearly mark the outside of the package of tobacco products to be shipped "tobacco products - adult signature required" and to show the name of the tobacco retailer.

(c) The tobacco retailer shall utilize a delivery service that imposes the following requirements:

(1) an adult must sign for the delivery; and

(2) the person signing for the delivery must show valid government-issued identification that contains a photograph of the person signing for the delivery and indicates that the person signing for the delivery is of legal age to purchase tobacco products and resides at the delivery address.

(d) The retailer must provide delivery instructions that clearly indicate the requirements of this subdivision and must declare that state law requires compliance with the requirements.

(e) No criminal penalty may be imposed on a person for a violation of this section other than a violation described in paragraph (f) or (g). Whenever it appears to the commissioner that any person has engaged in any act or practice constituting a violation of this section, and the violation is not within two years of any previous violation of this section, the commissioner shall issue and cause to be served upon the person an order requiring the person to cease and desist from violating this section. The order must give reasonable notice of the rights of the person to request a hearing and must state the reason for the entry of the order. Unless otherwise agreed between the parties, a hearing shall be held not later than seven days after the request for the hearing is received by the commissioner after which and within 20 days after the receipt of the administrative law judge's report and subsequent exceptions and argument, the commissioner shall issue an order vacating the cease and desist order, modifying it, or making it permanent as the facts require. If no hearing is requested within 30 days of the service of the order, the order becomes final and remains in effect until modified or vacated by the commissioner. All hearings shall be conducted in accordance with the provisions of chapter 14. If the person to whom a cease and desist order is issued fails to appear at the hearing after being duly notified, the person shall be deemed in default, and the proceeding may be determined against the person upon consideration of the cease and desist order, the allegations of which may be deemed to be true.

(f) Any person who violates this section within two years of a violation for which a cease and desist order was issued under paragraph (e), is guilty of a misdemeanor.

(g) Any person who commits a third or subsequent violation of this section, including a violation for which a cease and desist order was issued under paragraph (c), within any subsequent two-year period is guilty of a gross misdemeanor.

Subd. 4. **Common carriers.** This section may not be construed as imposing liability upon any common carrier, or officers or employees of the common carrier, when acting within the scope of business of the common carrier.

Subd. 5. **Registration requirement.** Prior to making delivery sales, an out-of-state retailer must register with the commissioner of revenue as required under section 297F.031.

Subd. 6. **Collection of taxes.** (a) A retailer making delivery sales must file all returns and reports, collect and pay all taxes, and maintain all records required under chapter 297F.

(b) In addition to any penalties under chapter 297F, a retailer making delivery sales who fails to pay any tax due under chapter 297F shall pay, in addition to any other penalty, a penalty of 50 percent of the tax due but unpaid.

Subd. 7. **Application of state laws.** All state laws that apply to in-state tobacco product retailers shall apply to Internet and mail-order sellers that sell into this state.

Subd. 8. **Forfeiture.** Any tobacco product sold or attempted to be sold in a delivery sale that does not meet the requirements of this section is deemed to be contraband and is subject to forfeiture in the same manner as and in accordance with the provisions of section 297F.21.

Subd. 9. **Civil penalties.** A tobacco retailer or distributor who violates this section or rules adopted under this section is subject to the following fines:

(1) for the first violation, a fine of not more than $1,000; and

(2) for the second and any subsequent violation, a fine of not more than $5,000.

Subd. 10. **Enforcement.** The attorney general may bring an action to enforce this section and may seek injunctive relief, including a preliminary or final injunction, and fines, penalties, and equitable relief and may seek to prevent or restrain actions in violation of this section by any person or any person controlling such person. In addition, a violation of this section is a violation of the Unlawful Trade Practices Act, sections 325D.09 to 325D.16.

History: *1Sp2005 c 3 art 6 s 20; 2013 c 143 art 5 s 20; 1Sp2021 c 14 art 5 s 9-11*

325F.782 DEFINITIONS.

Subdivision 1. **Scope.** For purposes of sections 325F.782 to 325F.7821, the following terms have the meanings given.

Subd. 2. **Minor.** "Minor" means an individual who is younger than 21 years of age.

Subd. 3. **Vapor product.** "Vapor product" means a noncombustible product that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine or any other substance, and the use or inhalation of which simulates smoking. Vapor product includes an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. Vapor product also includes a vapor cartridge or other container of nicotine or other substance in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device.

History: *2024 c 114 art 3 s 50*

325F.7821 PROHIBITION ON DECEPTIVE VAPOR PRODUCTS.

A person or entity must not market, promote, label, brand, advertise, distribute, offer for sale, or sell a vapor product by:

(1) imitating a product that is not a vapor product, including but not limited to:

(i) a food or brand of food commonly marketed to minors, including but not limited to candy, desserts, and beverages;

(ii) school supplies commonly used by minors, including but not limited to erasers, highlighters, pens, and pencils; and

(iii) a product based on or depicting a character, personality, or symbol known to appeal to minors, including but not limited to a celebrity; a character in a comic book, movie, television show, or video game; and a mythical creature;

(2) attempting to conceal the nature of the vapor product from parents, teachers, or other adults; or

(3) using terms for, describing, or depicting any product described in clause (1).

History: *2024 c 114 art 3 s 51*

AUTO GLASS REPAIR OR REPLACEMENT

325F.783 AUTO GLASS REPAIR OR REPLACEMENT.

(a) No person who provides retail auto glass products or services paid for in whole or in part, directly or indirectly, by an insurer regarding an insurance claim may:

(1) waive, forgive, or pay all or any part of an applicable insurance deductible; or

(2) as an inducement to the sale of goods or services to an insured, advertise or give any rebate, gift, prize, bonus, coupon, credit, referral fee, trade-in or trade-in payment, advertising or other fee or payment, or any other tangible thing or item of monetary value, directly or indirectly, to an insured or any other person not in the employ of the seller.

(b) The attorney general may pursue the penalties and remedies available to the attorney general under section 8.31 against any person who violates this section.

History: *2000 c 342 s 3; 2002 c 283 s 2*

PRESCRIPTION DRUG DISCOUNTS

325F.784 PRESCRIPTION DRUG DISCOUNTS.

Subdivision 1. **Regulation.** A person shall not sell, market, promote, advertise, or otherwise distribute any card or other purchasing mechanism or device that is not insurance that purports to offer discounts or access to discounts from pharmacies for prescription drug purchases when:

(1) the card or other purchasing mechanism or device does not expressly state in bold and prominent type, prominently placed, that the discounts are not insurance;

(2) the discounts are not specifically authorized by an individual and separate contract with each pharmacy listed in conjunction with the card or other purchasing mechanism or device; or

(3) the discounts or access to discounts offered, or the range of discounts or access to the range of discounts offered, are misleading, deceptive, or fraudulent.

Subd. 2. **Enforcement.** (a) The attorney general, or an individual or other person, may maintain an action to enjoin any act in violation of this section and for the recovery of damages.

(b) An action for violation of this section may be brought:

(1) in the county where the plaintiff resides;

(2) in the county where the plaintiff conducts business; or

(3) in the county where the card or other purchasing mechanism or device was sold, marketed, promoted, advertised, or otherwise distributed.

(c)(1) If the court finds that the defendant has violated any of the provisions of this section, the court shall enjoin the defendant from continuing the acts that are in violation of this section.

(2) It is not necessary, except to recover for actual damages under clause (3), item (ii), that actual damages to the plaintiff be alleged or proved in order to maintain an action under this section.

(3) In addition to injunctive relief, the plaintiff in the action may recover from the defendant:

(i) $100 per card or other purchasing mechanism or device sold, marketed, promoted, advertised, or otherwise distributed within this state, or $10,000, whichever is greater;

(ii) three times the amount of the actual damages, if any, sustained;

(iii) reasonable attorney fees;

(iv) costs; and

(v) any other relief that the court considers proper.

(d) An action under this section must be commenced within two years after the date on which the violation occurred or within two years after the person bringing the action discovered, or in the exercise of reasonable diligence should have discovered, the occurrence of the violation.

(e) The remedies prescribed in this section are cumulative and in addition to any other applicable criminal, civil, or administrative penalties.

Subd. 3. **Designation of agent for service of process.** Any person who sells, markets, promotes, advertises, or otherwise distributes any card or other purchasing mechanism or device that is not insurance that purports to offer discounts or access to discounts from pharmacies for prescription drug purchases in this state shall designate a resident of this state as an agent for service of process and register the agent with the secretary of state.

Subd. 4. **Nonapplication.** This section does not apply to:

(1) the following goods or services provided by an optometrist or ophthalmologist: eye or vision care services, glasses, or contact lenses;

(2) any card or other purchasing mechanism or device that is not insurance and which is administered in conjunction with a medical benefit by a health insurer, or nonprofit health service plan corporation or health maintenance organization;

(3) a benefit administered by or under contract with, the state of Minnesota; or

(4) a customer discount or membership card issued by a store or buying club for use at that store or buying club.

History: *2000 c 303 s 1*

HIV HOME COLLECTION KITS; HYPODERMIC SYRINGES AND NEEDLES

325F.785 SALES OF HIV HOME COLLECTION KITS AND HYPODERMIC SYRINGES AND NEEDLES.

Subdivision 1. **Information to purchasers.** A seller may provide each purchaser of an HIV home collection kit or hypodermic syringes and needles as authorized in section 151.40, at the time of purchase, with written information about the telephone numbers for public HIV counseling and testing sites, the state's HIV hotline, disposal of used syringes, and general HIV prevention and care.

Subd. 2. **Assistance for sellers.** The commissioner of health shall provide technical assistance and materials to pharmacies and to sellers related to compliance with this section and section 151.40. The commissioner, in consultation with organizations specializing in HIV prevention, shall provide printed materials, including the written information described under subdivision 1, at no charge to pharmacies that sell hypodermic needles or syringes under section 151.40, and sellers of HIV home collection kits under this section. A pharmacy or seller may request and the commissioner may authorize use of other methods

for providing written information to purchasers. The commissioner may use funds appropriated under section 145.924, to provide technical assistance and materials.

History: *1997 c 203 art 2 s 27*

REGULATING SALE OF DOGS AND CATS

325F.79 DEFINITIONS.

For purposes of sections 325F.79 to 325F.792, the following definitions apply:

(a) "Animal" means a dog, wholly or in part of the species *Canis familiaris*, or a cat, wholly or in part of the species *Felis domesticus*.

(b) "Pet dealer" means any person, firm, partnership, corporation, or association, including breeders, that is required to collect sales tax for the sale of animals to the public. Pet dealer does not include humane societies, nonprofit organizations performing the functions of humane societies, or animal control agencies.

(c) "Breeder" means any person, firm, partnership, corporation, or association that breeds animals for direct or indirect sale to the public.

(d) "Broker" means a person, firm, partnership, corporation, or association that purchases animals for resale to other brokers or pet dealers.

(e) "Health problem" means any disease, illness, or congenital or hereditary condition which would impair the health or function of the animal that is apparent at the time of sale, or which should have been apparent to the seller from the veterinary history of the animal.

(f) "Veterinarian" means a licensed veterinarian in the state of Minnesota.

History: *1992 c 585 s 1*

325F.791 SALES OF DOGS AND CATS.

Subdivision 1. **Disclosure.** Every pet dealer shall deliver to each retail purchaser of an animal written disclosure as follows:

(a) The name, address, and USDA license number of the breeder and any broker who has had possession of the animal; the date of the animal's birth; the date the pet dealer received the animal; the breed, sex, color, and identifying marks of the animal; the individual identifying tag, tattoo, or collar number; the name and registration number of the sire and dam and the litter number; and a record of inoculations, worming treatments, and medication received by the animal while in the possession of the pet dealer.

(b) A statement signed by the pet dealer that the animal has no known health problem, or a statement signed by the pet dealer disclosing any known health problem and a statement signed by a veterinarian that recommends necessary treatment.

The disclosure shall be made part of the statement of consumer rights set forth in subdivision 10. The disclosure required in paragraph (a) need not be made for mixed breed animals if the information is not available and cannot be determined by the pet dealer.

Subd. 2. **Records.** The pet dealer shall maintain, for one year, a copy of the statement of consumer rights delivered to the purchaser.

Subd. 3. **Registration.** A pet dealer who represents an animal as eligible for registration with an animal pedigree organization shall provide the retail purchaser, within 90 days of final payment, the documents necessary for registration. If these documents are not received from the pet dealer, the purchaser may retain the animal and receive a refund of 50 percent of the purchase price, or return the animal, along with all documentation previously provided, and receive a full refund. The pet dealer shall not be responsible for delays in registration which are the result of persons other than the pet dealer.

Subd. 4. **Health.** No animal may be offered for sale by a broker or pet dealer to a retail purchaser until the animal has been examined by a veterinarian. The veterinarian used by the broker shall not be the same veterinarian used by the pet dealer. If the pet dealer is not the breeder of the animal, each animal shall be examined within two days after receipt of the animal by a pet dealer and within four days of delivery of the animal to the purchaser by the pet dealer. The cost of the examination shall be paid by the pet dealer.

Subd. 5. **Responsibilities of purchaser.** To obtain the remedies provided in subdivision 6, the purchaser shall with respect to an animal with a health problem:

(a) Notify the pet dealer, within two business days, of the diagnosis by a veterinarian of a health problem and provide the pet dealer with the name and telephone number of the veterinarian and a copy of the veterinarian's report on the animal.

(b) If the purchaser wishes to receive a full refund for the animal, return the animal no later than two business days after receipt of a written statement from a veterinarian indicating the animal is unfit due to a health problem.

With respect to a dead animal the purchaser must provide the pet dealer a written statement from a veterinarian, indicating the animal died from a health problem which existed on or before the receipt of the animal by the purchaser.

Subd. 6. **Rights of purchaser.** If, within ten days after receipt of the animal by the purchaser, a veterinarian states, in writing, that the animal has a health problem which existed in the animal at the time of delivery, or if within one year after receipt of the animal by the purchaser, a veterinarian states, in writing, that the animal has died or is ill due to a hereditary or congenital defect, or is not of the breed type represented, the animal shall be considered to have been unfit for sale at the time of sale.

In the event an animal dies due to a health problem which existed in the animal at the time of delivery to the purchaser, the pet dealer shall provide the purchaser with one of the following remedies selected by the purchaser: receive an animal, of equal value, if available, and reimbursement for reasonable veterinary fees, such reimbursements not to exceed the original purchase price of the animal; or receive a refund of the full purchase price.

In the event of a health problem, which existed at the time of delivery to the purchaser, the pet dealer shall provide the purchaser with one of the following remedies selected by the purchaser: return the animal to the pet dealer for a refund of the full purchase price; exchange the animal for an animal of the purchaser's choice of equivalent value, providing a replacement is available; or retain the animal, and receive reimbursement for reasonable veterinary fees, such reimbursements not to exceed the original purchase price of the animal.

The price of veterinary service shall be deemed reasonable if the service is appropriate for the diagnosis and treatment of the health problem and the price of the service is comparable to that of similar service rendered by other veterinarians in proximity to the treating veterinarian.

Subd. 7. **Rights of pet dealer.** No refund, replacement, or reimbursement of veterinary fees shall be required if any one or more of the following conditions exist:

(a) The health problem or death resulted from maltreatment, neglect, or a disease contracted while in the possession of the purchaser, or from an injury sustained subsequent to receipt of the animal by the purchaser.

(b) A veterinarian's statement was provided to the purchaser pursuant to subdivision 1, paragraph (b), which disclosed the health problem for which the purchaser seeks to return the animal.

(c) The purchaser fails to carry out recommended treatment prescribed by the examining veterinarian, pursuant to subdivision 1, paragraph (b).

Subd. 8. **Contest.** (a) In the event that a pet dealer wishes to contest a demand for the relief specified in subdivision 3 or 6, the pet dealer may require the purchaser to produce the animal for examination or autopsy by a veterinarian designated by the pet dealer. The pet dealer shall pay the cost of this examination or autopsy. The pet dealer shall have a right of recovery against the purchaser if the pet dealer is not obligated to provide a remedy under subdivision 6.

(b) If the pet dealer does not provide the relief selected by the purchaser set forth in subdivision 3 or 6, the purchaser may initiate a court action.

(c) The prevailing party in the court action shall have the right to recover costs and reasonable attorney fees not to exceed $500.

Subd. 9. **Posted notice.** Every pet dealer shall post in a prominent location of the facility, a notice, in 48-point boldface type, containing the following language:

"Information on all dogs and cats is available. You are entitled to a statement of consumer rights. Make sure you receive this statement at the time of purchase."

Subd. 10. **Statement of consumer rights.** Every pet dealer shall provide the retail purchaser a written notice of rights, which shall be signed by the purchaser, acknowledging that the purchaser has reviewed the notice, and signed by the pet dealer certifying the accuracy of the information contained in it. A signed copy shall be retained by the pet dealer and one given to the purchaser. The notice shall be in 16-point boldface type and shall state as follows:

"A STATEMENT OF MINNESOTA LAW GOVERNING

THE SALE OF DOGS AND CATS

The sale of dogs and cats is subject to consumer protection regulations. Minnesota law also provides safeguards to protect pet dealers and animal purchasers. Attached is a copy of Minnesota Statutes, section 325F.79. Contained within this law is a statement of your consumer rights."

The statement of consumer rights shall also contain or have attached the disclosures required under subdivision 1.

Subd. 11. **Limitation.** Nothing in this subdivision shall limit the rights or remedies which are otherwise available to a purchaser under any other law. Any agreement or contract by a purchaser to waive any rights under this chapter shall be null and void and shall be unenforceable.

History: *1992 c 585 s 2*

325F.792 ADDITIONAL PENALTIES.

Subdivision 1. **Criminal penalty.** A violation of any United States Department of Agriculture statute or regulation covering animal breeders or groomers, pet dealers, or the transportation of dogs or cats is a misdemeanor.

Subd. 2. **Civil penalty.** (a) A pet dealer who:

(1) sells an animal without delivery of the disclosure required in section 325F.791, subdivision 1;

(2) fails to maintain the records required by section 325F.791, subdivision 2;

(3) fails to provide registration papers as provided in section 325F.791, subdivision 3;

(4) fails to make or provide payment for the examinations required by section 325F.791, subdivision 4;

(5) fails to post the notice required by section 325F.791, subdivision 9; or

(6) fails to provide the statement of consumer rights required by section 325F.791, subdivision 10,

is subject to a civil fine of up to $1,000 per violation.

(b) Civil fines collected under this subdivision shall be collected by the court and turned over to the prosecuting attorney.

History: *1992 c 585 s 3*

MERCHANDISE PALLETS

325F.795 UNAUTHORIZED POSSESSION OF MERCHANDISE PALLETS.

Subdivision 1. **Definitions.** (a) "Merchandise" means objects, wares, goods, or commodities.

(b) "Merchandise pallet" means a plastic carrier or plastic container, ranging in size from 36 inches to 54 inches with a forklift entry, used by a manufacturer or distributor to transport merchandise, which has a notice permanently affixed to it by the owner that does all of the following:

(1) identifies the company name of the owner of the pallet;

(2) notifies the public that the unauthorized possession of the pallet is a violation of state law; and

(3) lists a telephone number or address for the owner.

(c) With respect to possession of a merchandise pallet, "unauthorized person" includes anyone in possession of one or more merchandise pallets, except the following:

(1) the company owner;

(2) a person in lawful possession of the merchandise pallet; or

(3) a person who has temporary possession of the merchandise pallet as a result of the purchase of the products or merchandise transported using the merchandise pallet.

Subd. 2. **Liability.** An unauthorized person in possession of a merchandise pallet, or a person, other than the owner, who maliciously, with intent to damage, obliterates, removes, or distorts the owner's name on a merchandise pallet, shall be liable to the injured party as set forth in subdivision 4.

Subd. 3. **Evidence of ownership or rightful possession.** A person who purchases or leases a merchandise pallet shall retain a copy of the bill of sale or other evidence that supports the purchase or lease.

Subd. 4. **Remedy.** A person injured by a violation of this section may recover damages equal to three times the cost of the merchandise pallet, together with costs and disbursements, including a reasonable attorney's fee.

History: *1998 c 282 s 1*

RETAIL SALES REFUNDS

325F.80 RETAIL SALES OF CONSUMER GOODS; REFUNDS.

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

(1) "consumer" means a natural person who buys goods for personal, family, or household purposes and not for commercial, agricultural, or business purposes;

(2) "seller" means a person who regularly sells goods at retail to consumers;

(3) "acceptable" means that the goods returned are in a condition acceptable to the seller using reasonable and objective standards, the goods are returned within a reasonable time from the date of purchase, and proof of purchase is presented by the consumer at time of return;

(4) "cash refund" means the seller provides the consumer cash at the time of the return; or the seller mails a check to the consumer within a reasonable time following return; or, for sales involving financial transaction cards, as defined in section 325G.02, subdivision 2, or sales in which the seller extends credit to the consumer, the seller credits the account that was charged.

Subd. 2. **Cash refunds required.** A seller may not refuse to give a cash refund to a consumer for goods that are acceptable for return unless the seller complies with subdivision 3.

Subd. 3. **Notice of refund policy.** If a seller wishes to alter the cash refund policy required by this section, written notice of the seller's cash refund policy must be clearly and conspicuously displayed on the premises. The notice must be written in boldface type of a minimum size of 14 points.

Subd. 4. **Nonapplication.** This section does not apply to home solicitation sales, as defined in section 325G.06, goods custom ordered or special ordered by the consumer, sellers licensed under section 168.27, or sales that are subject to a written agreement or contract under the Uniform Commercial Code.

Subd. 5. **Violation.** A seller who violates this section is subject to the remedies under section 8.31, except that a civil penalty imposed under that section may not exceed $500 per violation.

History: *1987 c 205 s 1*

REPLICA FIREARMS

325F.81 REPLICA FIREARMS; WARNING LABEL.

Subdivision 1. **Definition.** For purposes of this section, "replica firearm" means a device or object that is not defined as a dangerous weapon, and that is a facsimile or toy version of, and reasonably appears to be a pistol, revolver, shotgun, sawed-off shotgun, rifle, machine gun, rocket launcher, or any other firearm.

Subd. 2. **Warning label required.** A person may not in the regular course of business offer for sale or sell a replica firearm unless it bears a warning label complying with this section. The warning label must be affixed at the time of packaging to the replica firearm, or to the package or box containing the replica firearm, so that it is clearly visible to the buyer.

Subd. 3. **Label requirements.** The word "warning" must be printed clearly on the label in uppercase letters that measure at least one-half inch in size centered over the body copy of the actual warning. The warning label copy must be printed in letters that measure at least 3/32 of an inch in size. The warning label must be printed in ink that strongly contrasts with the background. The warning label must state the criminal penalties under state law that may arise from use of the replica firearm, and describe the prohibited activities.

Subd. 4. **Enforcement.** This section may be enforced by the attorney general under section 8.31, but a court may not impose a civil penalty of more than $500 for a violation of this section.

History: *1988 c 712 s 4*

325F.812 CELLULAR TELEPHONE CASES.

Subdivision 1. **Certain cellular telephone cases; prohibition.** A person is prohibited from purchasing, possessing, importing, manufacturing, selling, holding for sale, or distributing a cellular telephone case, stand, or cover that is a facsimile of or reasonably appears to be a firearm, including but not limited to a pistol or revolver.

Subd. 2. **Enforcement.** This section may be enforced by the attorney general under section 8.31, but a court may not impose a civil penalty of more than $500 for a violation of this section.

History: *2024 c 114 art 3 s 52*

325F.814 [Repealed, 2013 c 43 s 32]

AUTOMATIC GARAGE DOOR OPENING SYSTEMS

325F.82 DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of section 325F.83, the terms defined in this section have the meanings given them.

Subd. 2. **Automatic garage door opening system.** "Automatic garage door opening system" means a system of devices and equipment that, when connected to a garage door, automatically opens and closes a garage door.

Subd. 3. **Garage.** "Garage" means a building, or a portion of a building, designed or used for the storage, repair, or keeping of a motor vehicle.

Subd. 4. **Residential building.** "Residential building" means a building such as a home or apartment for one or more families or persons that includes an attached or unattached garage.

Subd. 5. **Automatic reversing requirement.** "Automatic reversing requirement" means the requirements specified in paragraphs 30.1 and 30.2 of Underwriters Laboratories, Inc., Standards for Safety-UL 325, third edition, as revised May 4, 1988, for a residential automatic garage door opening system or the requirements

specified in paragraph 29.1 of Underwriters Laboratories, Inc., Standards for Safety-UL 325, third edition, as revised May 4, 1988, for a commercial vehicular door operator.

History: *1990 c 414 s 2; 1991 c 10 s 1,2*

325F.83 REGULATION OF AUTOMATIC GARAGE DOOR OPENING SYSTEMS.

Subdivision 1. **Manufacturing, sales, purchases, or installations of systems.** No person shall manufacture, sell, offer for sale, purchase, or install in this state an automatic garage door opening system for residential buildings that does not comply with subdivision 3.

Subd. 1a. **Service or repair of systems.** No person shall service or repair an automatic garage door opening system for residential buildings that does not comply with the automatic reversing requirement. This paragraph does not prevent the servicing or repair of an automatic garage door opening system if the system will be in compliance with the automatic reversing requirement after the repair or service.

The person servicing or repairing the automatic garage door opening system shall determine whether or not the system complies with the automatic reversing requirement by conducting an on-site test of the system.

Subd. 1b. **Warning label.** If the automatic garage door opening system does not pass the on-site test required by subdivision 1a, the person conducting the test shall complete and conspicuously attach to the automatic garage door opening system, a red label that states the following:

"DANGER

This garage door opener was tested and does not meet the requirements for a working safety reverse feature. This can be dangerous and may cause serious injury or death. You are advised to disconnect the opener from the door immediately and operate the door manually until the opener has been repaired or replaced with one that meets current safety standards relating to automatic reversal as provided for in Minnesota Statutes, section 325F.83, subdivision 1a.

.....	.....
Model	Name of Tester
.....	.....
Manufacturer	Firm Name
.....	.....
Serial Number	Firm Address/Phone Number
	.....
	Date"

The firm of the agent or employee who attached the red label shall notify within ten working days in writing the occupant of the residence that the system did not comply with subdivision 1a.

Subd. 2. **Design and construction of residential buildings.** No residential building shall be designed or built in this state unless all automatic garage door opening systems comply with subdivision 3.

Subd. 3. **Minimum standards.** (a) No later than January 1, 1991, all automatic garage door opening systems subject to subdivision 1, 1a, or 2 must conform to the applicable requirements of Underwriters Laboratories, Inc., Standards for Safety-UL 325, third edition, as revised May 4, 1988.

(b) No later than January 1, 1993, all automatic garage door opening systems subject to subdivision 1 or 2 must include an attached edge sensor, safety beam, or similar device that when activated causes a closing door to open and prevents an open door from closing. This device is to be designed and built so that a failure of the device prevents the door from closing.

Subd. 4. **Manufacturer's labeling requirements.** On and after January 1, 1991, a manufacturer selling or offering for sale automatic garage door opening systems in this state shall clearly identify on the container and on the system, the month or week and year the system was manufactured, and its conformance with UL 325, as required under subdivision 3, paragraph (a). The display of the UL logo or listing mark and compliance with the date marking requirements of UL 325 on both the container and the system fulfills the manufacturer's labeling requirements specified under this subdivision.

Subd. 5. **Occupant to inform owner.** For all residential buildings where the occupant is not the owner, the occupant has a duty to inform the owner of a nonfunctioning or malfunctioning reversing device or mechanism in an automatic garage door opening system within 24 hours of discovery of the problem.

Subd. 6. **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.

Subd. 7. **Local regulation.** The governing body of a local unit of government may adopt, by ordinance, rules for the installation and maintenance of automatic garage door opening systems that are more restrictive than the standards imposed by this section. Rules adopted pursuant to this subdivision may be enforced through a truth-in-housing inspection.

Subd. 8. **Application of other law.** For the purposes of section 541.051, an automatic garage door opening device is not an improvement to real property.

History: *1990 c 414 s 3; 1991 c 10 s 3-5*

RENTAL PURCHASE AGREEMENTS

325F.84 DEFINITIONS.

Subdivision 1. **Applicability.** As used in sections 325F.84 to 325F.97, the following terms have the meanings given them.

Subd. 2. **Advertisement.** "Advertisement" means a commercial message in any medium, including signs, window displays, and price tags, that promotes, directly or indirectly, a rental-purchase agreement.

Subd. 3. **Cash price.** "Cash price" means an amount equal to the equivalent fair market value for goods offered under a consumer credit sale as provided under section 325G.15.

Subd. 4. **Consummation.** "Consummation" means the time at which the lessee enters into a rental-purchase agreement.

Subd. 5. **Lessee.** "Lessee" means a natural person who rents personal property under a rental-purchase agreement for personal, family, or household use.

Subd. 6. **Lessor.** "Lessor" means a person who, in the ordinary course of business, regularly leases, offers to lease, or arranges for the leasing of property under a rental-purchase agreement.

Subd. 7. **Personal property.** "Personal property" means property that is not real property under the laws of this state when it is made available for a rental-purchase agreement.

Subd. 8. **Rental-purchase agreement.** "Rental-purchase agreement" means an agreement for the use of personal property in which all of the following apply:

(1) the lessor is regularly engaged in the rental-purchase business;

(2) the agreement is for an initial period of four months or less, whether or not there is any obligation beyond the initial period, that is automatically renewable with each payment and that permits the lessee to become the owner of the property;

(3) the lessee is a person other than an organization; and

(4) the lessee takes under the rental-purchase agreement primarily for a personal, family, or household purpose.

History: *1990 c 527 s 1; 1997 c 7 art 2 s 71*

325F.85 APPLICATION OF OTHER LAW.

If the consumer protection provisions of sections 325F.84 to 325F.97 conflict with sections 325G.15 and 325G.16, sections 325F.84 to 325F.97 apply to a rental-purchase agreement and supersede sections 325G.15 and 325G.16.

History: *1990 c 527 s 2*

325F.86 DISCLOSURES.

In a rental-purchase agreement, the lessor shall disclose the following items, as applicable:

(a) The total of payments necessary to acquire ownership of the property accompanied by an explanation that this term means the "total dollar amount of payments you will have to make to acquire ownership."

(b) The total number, amounts, and timing of all payments and other charges including taxes or official fees paid to or through the lessor that are necessary to acquire ownership of the property.

(c) The difference between the amount disclosed under paragraph (a) and the cash price of the leased property, using the term "cost of lease services" to mean the difference between these amounts.

(d) Any initial or advance payment such as a delivery charge or trade-in allowance.

(e) A statement that the lessee will not own the property until the lessee has made the total of payments necessary to acquire ownership of the property.

(f) A statement that the total of payments does not include additional charges such as late payment charges, and a separate listing and explanation of these charges, as applicable.

(g) A statement that the lessee is liable for loss or damage to the property and the maximum amount for which the lessee is liable, which in the case of loss shall in no event be greater than the price the lessee would have paid to exercise an early purchase option. In the case of damage to the property other than normal

wear and tear, the lessee shall be liable for the lesser of the price the lessee would have paid to exercise an early purchase option or the cost of repair as reasonably determined by the lessor.

(h) A statement that the lessee is not required to purchase a liability damage waiver from the lessor.

(i) A description of the goods or merchandise including model numbers as applicable and a statement indicating whether the property is new or used. It is not a violation of this subdivision to indicate that the property is used if it is actually new.

(j) A statement that the lessee has the option to purchase the leased property during the terms of the rental-purchase agreement and at what price, formula, or by what method the price is to be determined.

(k) The cash price of the merchandise.

(l) A statement of the following lessee rights: reinstatement rights under section 325F.90, default notice under section 325F.89, and consumer warranties under sections 325G.17 to 325G.20.

The commissioner of commerce may prescribe the disclosure form by rule.

History: *1990 c 527 s 3*

325F.87 FORM REQUIREMENTS.

Subdivision 1. **Generally.** The disclosure information required by section 325F.86 must be disclosed in a rental-purchase agreement and:

(1) must be made clearly and conspicuously with items appearing in logical order and segregated as appropriate for readability and clarity;

(2) must be made in writing;

(3) need not be contained in a single writing or made in the order set forth in section 325F.86; and

(4) may be supplemented by additional information or explanations supplied by the lessor, but none shall be stated, used, or placed so as to mislead or confuse the lessee or to contradict, obscure, or detract attention from the information required by section 325F.86, and so long as the additional information or explanations do not have the effect of circumventing, evading, or unduly complicating the information required to be disclosed by section 325F.86.

Subd. 2. **Timing.** The lessor shall disclose all information required by section 325F.86 before the rental-purchase agreement is executed. These disclosures must be made on the face of the writing evidencing the rental-purchase agreement.

Subd. 3. **Copy to lessee.** Before any payment is due, the lessor shall furnish the lessee with an exact copy of each rental-purchase agreement. The agreement shall be signed by the lessee and is evidence of the lessee's agreement. If there is more than one lessee in a rental-purchase agreement, delivery of a copy of the rental-purchase agreement to one of the lessees constitutes compliance with this subdivision; however, a lessee not signing the agreement is not liable under it.

Subd. 4. **Type size.** The terms of the rental-purchase agreement, except as otherwise provided in this section, must be set forth in not less than eight-point standard type.

Subd. 5. **Blank spaces.** All blank spaces on the rental-purchase agreement form must be filled in before the rental-purchase agreement is executed. Blank spaces that are provided for items or terms not applicable to the agreement must be crossed out.

History: *1990 c 527 s 4*

325F.88 ADVERTISING.

Subdivision 1. **Prohibition.** An advertisement for a rental-purchase agreement shall not state or imply that a specific item is available at specific amounts or terms unless the lessor usually and customarily offers or will offer that item at those amounts or terms.

Subd. 2. **Disclosures.** (a) If an advertisement for a rental-purchase agreement refers to or states the amount of any payment or the right to acquire ownership for a specific item, the advertisement must also clearly and conspicuously state the following terms, as applicable:

(1) that the transaction advertised is a rental-purchase agreement;

(2) the total of payments necessary to acquire ownership; and

(3) that the lessee will not own the property until the total amount necessary to acquire ownership is paid in full or by prepayment as provided for by law.

(b) Every item displayed or offered under a rental-purchase agreement shall have clearly and conspicuously indicated in Arabic numerals, so as to be readable and understandable by visual inspection, each of the following affixed to the item:

(1) the cash price of the item; and

(2) the amount of the lease payment and the total of lease payments required for ownership.

Subd. 3. **Nonapplication.** This section does not apply to the owner or personnel, as such, of any medium in which an advertisement appears or through which it is disseminated.

History: *1990 c 527 s 5*

325F.89 DEFAULT.

Subdivision 1. **Enforceability.** An agreement of the parties to a rental-purchase agreement with respect to default is enforceable only to the extent that one of the following apply:

(1) the lessee both fails to renew an agreement and also fails to return the property or make arrangements for its return as provided in the agreement; or

(2) the prospect of payment, performance, or return of the property is materially impaired due to a breach of the rental-purchase agreement, with the burden of establishing the prospect of material impairment on the lessor.

Subd. 2. **Authorization.** If a lessee has been in default for three business days, the lessor may give the lessee a default notice and request surrender of the property as provided under subdivision 3. Mailing written notice to the last known address of the lessee meets the requirement of giving written notice under subdivision 3.

Subd. 3. **Default notice.** The first default notice and a subsequent default notice that is sent more than 12 months after sending the last written notice must be in writing and conspicuously state the following:

(1) the name, address, and telephone number of the lessor to whom payment is to be made;

(2) a brief identification of the transaction;

(3) the lessee's right to cure the default;

(4) the amount of payment and date by which payment must be made to cure the default;

(5) a statement of the lessee's reinstatement rights as provided under section 325F.90; and

(6) a request to voluntarily surrender the property if the payment is not made.

A subsequent default notice given within the 12 months after a written default notice may be given orally and constitutes proper notice under this section.

Subd. 4. **Property recovery.** A lessor may not bring a court action to recover the property until seven days after a proper default notice has been given.

Subd. 5. **Voluntary surrender of property.** This section does not prohibit a lessee from voluntarily surrendering possession of the property or the lessor from enforcing a past due obligation which the lessee may have at any time after default.

Subd. 6. **Compliance.** If the lessee cures the default by taking the action required in the default notice, a breach of the agreement is considered as not having occurred.

History: *1990 c 527 s 6*

325F.90 LESSEE'S REINSTATEMENT RIGHTS.

Subdivision 1. **Generally.** A lessee who fails to make timely lease payments may reinstate the original rental-purchase agreement without losing any rights or options previously acquired under the rental-purchase agreement if both of the following apply:

(1) after having failed to make a timely payment, the lessee has surrendered the property to the lessor within seven days of a request to surrender the property made by the lessor as provided in section 325F.89; and

(2) in the case of a lessee that has paid less than 60 percent of the total of payments necessary to acquire ownership of the property, not more than 60 days have passed since the lessee returned the property. If the lessee has paid more than 60 percent of the total of payments necessary to acquire ownership of the property, the lessee's rights to reinstate shall be extended for a period of not less than 180 days after the lessee has returned the property.

Subd. 2. **Charges.** As a condition to reinstating a rental-purchase agreement, a lessor may charge the outstanding balance of any accrued payments; a reinstatement fee not to exceed $5 for each reinstatement; and a delivery charge not to exceed $15 for five items or less or $30 for more than five items, if redelivery of the item is necessary.

Subd. 3. **Substitute items.** If reinstatement occurs as provided in this section, the lessor shall provide the lessee with the same item, if available, leased by the lessee before reinstatement. If the same item is not available, a substitute item of comparable worth, quality, and condition may be used. If a substitute item is provided, the lessor shall provide the lessee with all the information required by section 325F.86.

History: *1990 c 527 s 7*

325F.91 PROHIBITED PRACTICES.

Subdivision 1. **Prohibited rental agreement provisions.** A rental-purchase agreement may not contain a provision:

(1) requiring a confession of judgment;

(2) authorizing a lessor or an agent of the lessor to commit a breach of the peace in the repossession of property;

(3) waiving a defense, counterclaim, or right the lessee may have against the lessor or an agent of the lessor;

(4) requiring the payment of a late charge unless a lease payment is delinquent for more than two business days for a weekly lease or three business days for a monthly lease, and the charge or fee shall not be in an amount more than the greater of five percent of the delinquent lease payment or $3;

(5) requiring a separate payment in addition to lease payments in order to acquire ownership of the property, other than by exercising an early purchase option pursuant to section 325F.93; and

(6) authorizing a lessor to charge a penalty for early termination of a rental-purchase agreement.

Subd. 2. [Repealed, 1995 c 202 art 3 s 22]

Subd. 3. **Delivery charges; security deposits; collection fees.** A lessor may not charge a delivery charge that is greater than $15 for five items or less or $30 for more than five items. A lessor may not charge a security deposit. A lessor may contract for and receive a charge for picking up payments from the lessee if the lessor is required or requested to visit the lessee's dwelling to pick up a payment. In a consumer rental-purchase agreement with payment or renewal dates which are more frequent than monthly, this charge shall not be assessed more than three times in any three-month period. In consumer rental-purchase agreements with payments or renewal options which are at least monthly, this charge shall not be assessed more than three times in any six-month period. A charge assessed pursuant to this subdivision shall not exceed $7. This charge is in lieu of a late charge assessed for the applicable payment period.

History: *1990 c 527 s 8*

325F.92 LESSOR'S COMMUNICATIONS CONCERNING LESSEE.

Subdivision 1. **Location information.** A lessor in communication with any person other than the lessee for the purpose of acquiring information as to the location of a lessee shall:

(1) identify the lessor and state that the lessor is confirming or correcting location information concerning the lessee;

(2) not communicate with any person more than once unless requested to do so by the person or unless the lessor reasonably believes that the earlier response is erroneous or incomplete and that the person now had correct or complete location information;

(3) not communicate by postcard;

(4) not use any language or symbol on any envelope or in the contents of any communication that indicates that the communication relates to the recovery or repossession of property; and

(5) not communicate with any person other than the lessee's attorney, after the lessor knows the lessee is represented by an attorney with regard to the rental-purchase agreement and has knowledge of, or can readily ascertain, the attorney's name and address, unless the attorney fails to respond within a reasonable period of time to communication from the lessor or unless the attorney consents to direct communication with the lessee.

Subd. 2. **Time and place.** Without the prior consent of the lessee given directly to the lessor or the express permission of a court of competent jurisdiction, a lessor may not communicate with a lessee in connection with the recovery or repossession of property:

(1) at the lessee's place of employment; or

(2) at any unusual time or place or a time or place known or which should be known to be inconvenient to the lessee. In the absence of knowledge of circumstances to the contrary, a lessor shall assume that the convenient time for communicating with a lessee is after 8:00 a.m. and before 9:00 p.m., local time, at the lessee's location.

Subd. 3. **Authorized communications.** A lessor may not communicate, in connection with the rental-purchase agreement, with any person other than the lessee, the lessee's attorney, or the lessor's attorney, except as reasonably necessary to acquire location information concerning the lessee as provided under subdivision 1, or upon prior consent of the lessee given directly to the lessor, or upon express permission of a court of competent jurisdiction, or as reasonably necessary to effectuate a postjudgment judicial remedy.

Subd. 4. **Ceasing communication.** If a lessee notifies the lessor in writing that the lessee wishes the lessor to cease further communication with the lessee, the lessor shall not communicate further with the lessee with respect to the rental-purchase agreement, except:

(1) to advise the lessee that the lessor's further efforts are being terminated;

(2) to notify the lessee that the lessor may invoke specified remedies allowable by law which are ordinarily invoked by the lessor; or

(3) where necessary to effectuate any postjudgment remedy.

Subd. 5. **Harassment or abuse.** A lessor may not harass, oppress, or abuse any person in connection with a rental-purchase agreement. The following conduct is a violation of this subdivision:

(1) the use or threat of use of violence or the criminal means to harm the physical person, reputation, or property of any person;

(2) the use of obscene, profane, or abusive language;

(3) causing a telephone to ring, or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person; and

(4) the placement of telephone calls without disclosure of the caller's identity.

History: *1990 c 527 s 9*

325F.93 EARLY PURCHASE OPTION.

At any time after the first periodic payment is made, the lessee may acquire ownership of the property by tendering 55 percent of the difference between the total of scheduled payments and the total amount paid on the account.

History: *1990 c 527 s 10*

325F.94 CLAIMS AND DEFENSES.

An assignee of the contract or obligation relating to the rental-purchase lease transaction is subject to all claims and defenses of the lessee against the lessor arising from the rental-purchase lease transaction, notwithstanding any agreement to the contrary.

History: *1990 c 527 s 11*

325F.95 LIABILITY; LIABILITY DAMAGE WAIVER.

Subdivision 1. **Liability of lessee.** The lessee is liable for loss, destruction, or damage of the rental property during the term of the rental agreement. The amount for which the lessee may be held liable in the case of loss or destruction of the property may not exceed the price that the lessee would have paid to exercise an early purchase option. In the case of damage to the property other than normal wear and tear, the lessee is liable for the price that the lessee would have paid to exercise an early purchase option or the cost of repair as reasonably determined by the lessor, whichever is less.

Subd. 2. **Liability damage waiver.** (a) The lessor must offer a liability damage waiver to the lessee to cover the lessee's liability for any loss, destruction, or damage of the rental property. The cost of the liability damage waiver may not exceed ten percent of the lessee's lease payment.

(b) The lessor must inform the lessee of the following options available to the lessee regarding the property subject to a rental-purchase agreement:

(1) furnish insurance coverage on the property through an existing insurance policy that is owned by the lessee;

(2) purchase insurance coverage on the property through any insurer authorized to transact business in this state;

(3) purchase liability damage waiver coverage from the lessor; or

(4) decline to furnish or purchase insurance coverage or liability damage waiver coverage.

History: *1990 c 527 s 12*

325F.96 EXEMPTED TRANSACTION.

Sections 325F.84 to 325F.97 do not apply to agreements for the rental of property in which the person who rents the property has no legal right to become the owner of the rented property at the end of the rental period.

History: *1990 c 527 s 13*

325F.97 PENALTIES AND REMEDIES.

Subdivision 1. **Disclosure penalties and remedies.** A lessor who is found to have violated sections 325F.86 to 325F.88 is subject to the penalties and remedies provided in section 8.31.

Subd. 2. **Application of other law.** A violation of section 325F.90, 325F.91, or 325F.93 shall be treated as a violation of section 325F.69. The remedies provided by section 325F.90, 325F.91, or 325F.93 are cumulative and shall not be construed as restricting any remedy that is otherwise available.

Subd. 3. **Offsets limited.** A lessee may not take any action to offset any amount for which a lessor is potentially liable under this section against any amount owed by the lessee, unless the amount of the liability of the lessor has been determined by a judgment of a court of competent jurisdiction in an action in which the lessor was a party. This section does not bar a lessee in default on an obligation arising from the rental-purchase agreement from asserting a violation of this chapter in an original action, or as defense or counterclaim to an action brought by the lessor to collect amounts owed by the lessee pursuant to the rental-purchase agreement.

Subd. 4. **Lessor's right to correct error.** A lessor is not liable under this section for a violation of sections 325F.84 to 325F.96 if, within 60 days after discovering an error and before an action for damages is filed against the lessor pursuant to this section or written notice of the error is received from the lessee, the lessor notifies the lessee of the error and makes adjustments to the account of the lessee that are necessary to assure that the lessee is not required to pay an amount in excess of the amounts actually disclosed. This subdivision applies whether the error was discovered through the lessor's own procedures or by any other means.

Subd. 5. **Limitation of liability.** A lessor is not liable under this section for damages in excess of the actual damage sustained by the lessee if the lessor shows by a preponderance of the evidence that the violation of sections 325F.84 to 325F.96 resulted from a bona fide error notwithstanding the maintenance by the lessor of procedures reasonably adopted to avoid the error. As used in this subdivision, "bona fide error" includes, but is not limited to: clerical, calculation, computer malfunction and programming, and printing errors.

History: *1990 c 527 s 14*

325F.98 [Repealed, 1997 c 7 art 2 s 67]

CHECK CASHING PRACTICES

325F.981 CHECK CASHING PRACTICES.

Subdivision 1. **Provision of credit card number.** A person shall not require as a condition of acceptance of a check, or as a means of identification, that the person presenting the check provide a credit card number.

Subd. 2. **Display without recordation.** Subdivision 1 does not prohibit a person from requesting the person presenting the check to display a credit card, but the only information concerning a credit card which may be recorded is the type and issuer of the credit card and the expiration date. Subdivision 1 does not require acceptance of a check whether or not a credit card is presented.

Subd. 3. **Exception.** A person may require production of and may record a credit card number as a condition for cashing a check only if: (1) the person requesting the card number has agreed with the issuer to cash or accept checks from the issuer's cardholders; (2) the issuer has agreed to guarantee cardholder

checks cashed or accepted by that person; and (3) the cardholder has given actual, apparent, or implied authority for use of the card number in this manner and for this purpose.

History: *1991 c 88 s 1*

CONSUMER IDENTIFICATION PROCEDURES

325F.982 CONSUMER IDENTIFICATION INFORMATION.

Subdivision 1. **Prohibited use.** A person may not write down or request to be written down the address or telephone number of a credit cardholder on a credit card transaction form as a condition of accepting a credit card as payment for consumer credit, goods, or services.

Subd. 2. **Exception.** A person may record the address or telephone number of a credit cardholder if the information is necessary for the shipping, delivery, or installation of consumer goods, or special orders of consumer goods or services.

History: *1991 c 88 s 2*

PRIVATE LABEL GOODS

325F.985 DEFINITIONS.

Subdivision 1. **Scope.** For the purpose of sections 325F.986 and 325F.987, the terms defined in this section have the meanings given them.

Subd. 2. **Private label goods.** "Private label goods" means goods that are the subject of a private label purchase or agreement for private label purchase.

Subd. 3. **Private label purchase.** "Private label purchase" means a purchase of goods from a manufacturer for resale under a brand, trademark, or other commercial indicia that identifies the private label purchaser or its assignee as the origin of the goods for purposes of their resale.

Subd. 4. **Private label purchaser.** "Private label purchaser" means a person who makes a private label purchase from a manufacturer.

Subd. 5. **Exclusivity agreement.** "Exclusivity agreement" means an agreement for private label purchases which precludes the manufacturer of the private label goods from selling similar goods as private label goods to any third person within a defined geographical territory.

History: *1993 c 372 s 4*

325F.986 EXCLUSIVITY AGREEMENTS.

Subdivision 1. **Writing required.** Every exclusivity agreement must be in writing and signed by the party against whom the agreement is sought to be enforced.

Subd. 2. **Obligation.** A lawful exclusivity agreement imposes, unless otherwise provided in the agreement, an obligation by the private label purchaser to use reasonable efforts in the development and promotion of the sale of the private label goods within the geographical territory covered by that exclusivity agreement.

History: *1993 c 372 s 5*

325F.987 LIMITATION ON ACTIONS.

No private label purchaser having the obligation, under section 325F.986 or otherwise, to use reasonable efforts in the development and promotion of the sale of private label goods is entitled, absent the employment of reasonable efforts, to maintain an action, suit, or proceeding at law, in equity, in arbitration, or otherwise, to prevent the manufacturer of private label goods from selling similar goods as private label goods to any third person. This attempt to prevent sales of private label goods by the manufacturer to a third person, in the absence of the purchaser's employment of reasonable efforts, is considered an unreasonable restraint of trade.

History: *1993 c 372 s 6*

325F.988 NONAPPLICATION.

Sections 325F.985 to 325F.987 do not apply to private label goods manufactured according to the purchaser's proprietary specifications. Sections 325F.986 and 325F.987 shall not be construed to grant a private label manufacturer any rights of ownership or use of a brand, trademark or commercial indicia that is owned by another person including a private label purchaser or its assignee.

History: *1993 c 372 s 7*

RESTAURANTS AND PLACES OF LODGING; NOTICE OF CHARGES FOR PHONE CALLS

325F.99 TELEPHONE CALLS; FEES; LONG-DISTANCE CARRIERS; NOTICE.

Subdivision 1. **Fees for calls.** A hotel, motel, restaurant, lodging house, boarding house, resort, or place of refreshment, licensed under chapter 157, that charges a separate fee for the use of a telephone, other than immediate payment by coin, credit card, or other payment device on a per call basis for the caller to complete the call, shall provide notice on or near each telephone stating the separate fee charged for making a local, credit card, or other call.

Subd. 2. **Long-distance carrier.** Establishments governed by subdivision 1 shall provide notice on or near each telephone stating the name of the carrier with which the establishment has subscribed to provide long-distance service to that telephone.

History: *1991 c 154 s 2*

911 EMERGENCY TELEPHONE REPRESENTATIONS

325F.991 911 EMERGENCY PHONE SERVICE REPRESENTATIONS.

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

(a) "911 emergency telecommunications system" means a dedicated emergency telecommunications system required by section 403.025.

(b) "Person" means an individual, corporation, firm, or other legal entity.

(c) "Service provider" means a person doing business in Minnesota who provides real-time, two-way voice service interconnected with the public switched telephone network using numbers allocated for Minnesota by the North American Numbering Plan Administration.

Subd. 2. **Representations of 911 service.** A person shall not advertise, market, or otherwise represent that the person furnishes a service capable of providing access to emergency services by dialing 911 unless the person provides a service that routes 911 calls through the 911 emergency telecommunications system.

Subd. 3. **Disclosure.** A service provider that does not provide 911 dialing that routes 911 calls through the 911 emergency telecommunications system must disclose that fact in all advertisements, marketing materials, and contracts. The disclosure must be in capital letters, in 12-point font, and on the front page of the advertisement, marketing materials, and contracts. The disclosure must state: "THIS SERVICE DOES NOT ROUTE 911 CALLS THROUGH THE 911 EMERGENCY SYSTEM."

Subd. 4. **Certain calls not 911 calls.** For purposes of this section, 911 calls routed to the general access number at a public safety answering point do not qualify as being routed through a 911 emergency telecommunications system.

History: *1Sp2005 c 1 art 4 s 93*

325F.992 PROHIBITION OF ASSIGNMENT OF MILITARY PAY OR MILITARY BENEFITS.

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

(b) "Military beneficiary" means any of the following:

(1) a current or former member of the armed forces of the United States or a reserve component of the armed forces of the United States, who receives pay or benefits from the United States, or any state, for service in the armed forces of the United States or a reserve component of the armed forces of the United States;

(2) the spouse of the member as described in clause (1); and

(3) any individual considered a beneficiary of the military benefits of the member as described in clause (1).

(c) "Person" has the meaning given in section 325F.68.

Subd. 2. **Prohibition.** (a) A person shall not enter into or attempt to enter into an agreement with a military beneficiary that assigns the military beneficiary's military pay or military benefits in violation of United States Code, title 37, section 701, or United States Code, title 38, section 5301.

(b) A person shall not enter into or attempt to enter into any agreement, device, scheme, or other artifice with a military beneficiary, including but not limited to a purchase and sale agreement, that assigns or sells all or a portion of the military beneficiary's military pay or military benefits.

(c) An agreement prohibited by paragraph (a) or (b) is void, and a military beneficiary is not required to disgorge or repay any consideration received under the agreement.

Subd. 3. **Penalties; remedies.** In addition to any other remedies available under the law, the military beneficiary injured by a violation of this section may bring a cause of action to recover damages, reasonable

attorney fees and costs, and equitable relief related to a violation of subdivision 2. The attorney general may enforce this section pursuant to applicable law.

History: *2018 c 174 s 1; 2023 c 52 art 19 s 16*

325F.995 GENETIC INFORMATION PRIVACY ACT.

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

(b) "Biological sample" means any material part of a human, discharge from a material part of a human, or derivative from a material part of a human, including but not limited to tissue, blood, urine, or saliva, that is known to contain deoxyribonucleic acid (DNA).

(c) "Consumer" means an individual who is a Minnesota resident.

(d) "Deidentified data" means data that cannot reasonably be used to infer information about, or otherwise be linked to, an identifiable consumer and that is subject to:

(1) administrative and technical measures to ensure the data cannot be associated with a particular consumer;

(2) public commitment by the company to (i) maintain and use data in deidentified form, and (ii) not attempt to reidentify the data; and

(3) legally enforceable contractual obligations that prohibit any recipients of the data from attempting to reidentify the data.

(e) "Direct-to-consumer genetic testing company" or "company" means an entity that: (1) offers consumer genetic testing products or services directly to consumers; or (2) collects, uses, or analyzes genetic data that was (i) collected via a direct-to-consumer genetic testing product or service, and (ii) provided to the company by a consumer. Direct-to-consumer genetic testing company does not include an entity that collects, uses, or analyzes genetic data or biological samples only in the context of research, as defined in Code of Federal Regulations, title 45, section 164.501, that is conducted in a manner that complies with the federal policy for the protection of human research subjects under Code of Federal Regulations, title 45, part 46; the Good Clinical Practice Guideline issued by the International Council for Harmonisation; or the United States Food and Drug Administration Policy for the Protection of Human Subjects under Code of Federal Regulations, title 21, parts 50 and 56.

(f) "Express consent" means a consumer's affirmative written response to a clear, meaningful, and prominent written notice regarding the collection, use, or disclosure of genetic data for a specific purpose. Written notices and responses may be presented and captured electronically.

(g) "Genetic data" means any data, regardless of the data's format, that concerns a consumer's genetic characteristics. Genetic data includes but is not limited to:

(1) raw sequence data that results from sequencing a consumer's complete extracted DNA or a portion of the extracted DNA;

(2) genotypic and phenotypic information that results from analyzing the raw sequence data; and

(3) self-reported health information that a consumer submits to a company regarding the consumer's health conditions and that is (i) used for scientific research or product development, and (ii) analyzed in connection with the consumer's raw sequence data.

Genetic data does not include deidentified data.

(h) "Genetic testing" means any laboratory test of a consumer's complete DNA, regions of a consumer's DNA, chromosomes, genes, or gene products to determine the presence of genetic characteristics.

(i) "Person" means an individual, partnership, corporation, association, business, business trust, sole proprietorship, other entity, or representative of an organization.

(j) "Service provider" means a person that is involved in the collection, transportation, analysis of, or any other service in connection with a consumer's biological sample, extracted genetic material, or genetic data on behalf of the direct-to-consumer genetic testing company, or on behalf of any other person that collects, uses, maintains, or discloses biological samples, extracted genetic material, or genetic data collected or derived from a direct-to-consumer genetic testing product or service, or is directly provided by a consumer, or the delivery of the results of the analysis of the biological sample, extracted genetic material, or genetic data.

Subd. 2. **Disclosure and consent requirements.** (a) To safeguard the privacy, confidentiality, security, and integrity of a consumer's genetic data, a direct-to-consumer genetic testing company must:

(1) provide easily accessible, clear, and complete information regarding the company's policies and procedures governing the collection, use, maintenance, and disclosure of genetic data by making available to a consumer all of the following written in plain language:

(i) a high-level privacy policy overview that includes basic, essential information about the company's collection, use, or disclosure of genetic data;

(ii) a prominent, publicly available privacy notice that includes at a minimum information about the company's data collection, consent, use, access, disclosure, maintenance, transfer, security, retention, and deletion practices of genetic data; and

(iii) information that clearly describes how to file a complaint alleging a violation of this section, pursuant to section 45.027;

(2) obtain a consumer's express consent to collect, use, and disclose the consumer's genetic data, including at a minimum:

(i) initial express consent that clearly (A) describes the uses of the genetic data collected through the genetic testing product service, and (B) specifies who has access to the test results and how the genetic data may be shared;

(ii) separate express consent, which must include the name of the person receiving the information, for each transfer or disclosure of the consumer's genetic data or biological sample to any person other than the company's vendors and service providers;

(iii) separate express consent for each use of genetic data or the biological sample that is beyond the primary purpose of the genetic testing product or service and inherent contextual uses;

(iv) separate express consent to retain any biological sample provided by the consumer following completion of the initial testing service requested by the consumer;

(v) informed consent in compliance with federal policy for the protection of human research subjects under Code of Federal Regulations, title 45, part 46, to transfer or disclose the consumer's genetic data to a third-party person for research purposes or research conducted under the control of the company for publication or generalizable knowledge purposes; and

(vi) express consent for marketing by (A) the direct-to-consumer genetic testing company to a consumer based on the consumer's genetic data, or (B) a third party to a consumer based on the consumer having ordered or purchased a genetic testing product or service. For purposes of this clause, "marketing" does not include customized content or offers provided on the websites or through the applications or services provided by the direct-to-consumer genetic testing company with the first-party relationship to the customer;

(3) not disclose genetic data to law enforcement or any other governmental agency without a consumer's express written consent, unless the disclosure is made pursuant to a valid search warrant or court order;

(4) develop, implement, and maintain a comprehensive security program and measures to protect a consumer's genetic data against unauthorized access, use, or disclosure; and

(5) provide a process for a consumer to:

(i) access the consumer's genetic data;

(ii) delete the consumer's account and genetic data; and

(iii) request and obtain the destruction of the consumer's biological sample.

(b) Notwithstanding any other provisions in this section, a direct-to-consumer genetic testing company is prohibited from disclosing a consumer's genetic data without the consumer's written consent to: (1) any entity offering health insurance, life insurance, disability insurance, or long-term care insurance; or (2) any employer of the consumer. Any consent under this paragraph must clearly identify the recipient of the consumer's genetic data proposed to be disclosed.

(c) A company that is subject to the requirements described in paragraph (a), clause (2), shall provide effective mechanisms, without any unnecessary steps, for a consumer to revoke any consent of the consumer or all of the consumer's consents after a consent is given, including at least one mechanism which utilizes the primary medium through which the company communicates to the consumer. If a consumer revokes consent provided pursuant to paragraph (a), clause (2), the company shall honor the consumer's consent revocation as soon as practicable, but not later than 30 days after the consumer revokes consent. The company shall destroy a consumer's biological sample within 30 days of receipt of revocation of consent to store the sample.

(d) A direct-to-consumer genetic testing company must provide a clear and complete notice to a consumer that the consumer's deidentified data may be shared with or disclosed to third parties for research purposes in accordance with Code of Federal Regulations, title 45, part 46.

Subd. 3. **Service provider agreements.** (a) A contract between the company and a service provider must prohibit the service provider from retaining, using, or disclosing any biological sample, extracted genetic material, genetic data, or information regarding the identity of the consumer, including whether that consumer has solicited or received genetic testing, as applicable, for any purpose other than for the specific purpose of performing the services specified in the service contract. The mandatory prohibition set forth in this subdivision requires a service contract to include, at minimum, the following provisions:

(1) a provision prohibiting the service provider from retaining, using, or disclosing the biological sample, extracted genetic material, genetic data, or any information regarding the identity of the consumer, including whether the consumer has solicited or received genetic testing, as applicable, for any purpose other than providing the services specified in the service contract; and

(2) a provision prohibiting the service provider from associating or combining the biological sample, extracted genetic material, genetic data, or any information regarding the identity of the consumer, including whether that consumer has solicited or received genetic testing, as applicable, with information the service provider has received from or on behalf of another person or persons, or has collected from the service provider's own interaction with consumers or as required by law.

(b) A service provider subject to this subdivision is subject to the same confidentiality obligations as a direct-to-consumer genetic testing company with respect to all biological samples, extracted genetic materials, and genetic material, or any information regarding the identity of any consumer in the service provider's possession.

Subd. 4. **Enforcement.** The commissioner of commerce may enforce this section under section 45.027.

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

(1) protected health information that is collected by a covered entity or business associate, as those terms are defined in Code of Federal Regulations, title 45, parts 160 and 164;

(2) a public or private institution of higher education; or

(3) an entity owned or operated by a public or private institution of higher education.

Subd. 6. **Construction.** This section does not supersede the requirements and rights described in section 13.386 or the remedies available under chapter 13 for violations of section 13.386.

History: *2023 c 57 art 4 s 18*