

## CHAPTER 217

## USED CAR INFORMATION

**§1471. Definitions**

As used in this chapter, unless the context otherwise indicates, the following words shall have the following meanings. [PL 1975, c. 770, §57 (NEW).]

**1. Conspicuous.** "Conspicuous or conspicuously" means that a term or clause is written or printed in a manner that so differentiates it from any accompanying matter that an ordinary person against whom it is to operate could be fairly presumed to have been made fully aware of the term or clause. [PL 1975, c. 770, §57 (NEW).]

**2. Dealer.** "Dealer" means and includes a natural person, firm, corporation, partnership and any other legal entity that is engaged in the business of selling, offering for sale or negotiating the sale of used motor vehicles, except auction businesses licensed by the Secretary of State and includes the officers, agents and employees thereof. "Dealer" also includes, but is not limited to, persons licensed to engage in the business of selling, offering for sale or negotiating the sale of used motor vehicles in states other than this State, finance companies and banks, except when the finance company or bank engages in the wholesale sale of a repossessed vehicle through an auction business licensed by the Secretary of State or to a vehicle dealer licensed by the Secretary of State, car rental companies and insurance companies that sell or transfer title to used motor vehicles within the State at licensed auction locations in this State or by any other means. "Dealer" does not include departments or agencies of the State when selling, offering for sale or negotiating the sale of used state-owned motor vehicles. [PL 1989, c. 198, §1 (AMD); PL 1989, c. 684, §1 (AMD).]

**2-A. Extended service warranty.** "Extended service warranty" means a service contract, not a warranty as that term is used in Title 11, Article 2, that promises service in exchange for a fee and may also be referred to as "extended service contract." [PL 2005, c. 476, §1 (NEW).]

**2-B. Livery service.** "Livery service" means a service that for a fee arranges, schedules or procures a vehicle for rent or hire or provides a ride for hire. [PL 2015, c. 167, §1 (NEW).]

**3. Mechanical defect.** "Mechanical defect" means any defect, failure or malfunction of the mechanical system of a motor vehicle, including but not limited to the motor and transmission, electrical, hydraulic or suspension systems, and any defect, damage, failure or malfunction that affects the safety or normal use of a motor vehicle. [PL 1975, c. 770, §57 (NEW).]

**4. Motor vehicle.** "Motor vehicle" means any self-propelled vehicle designed primarily to transport not more than 14 individuals, except motorcycles as defined in Title 29-A, section 101, subsection 38, and any vehicles operated exclusively on a rail or rails. This definition is intended to include motor trucks that have a gross vehicle weight of not more than 10,000 pounds. [PL 1997, c. 393, Pt. A, §16 (AMD).]

**5. Person.** "Person" means and includes natural persons, corporations, trusts, partnerships, incorporated or unincorporated associations and any other legal entities. [PL 1975, c. 770, §57 (NEW).]

**6. Purchaser.** "Purchaser" means any person who has obtained ownership of a used motor vehicle from a dealer by transfer, gift or purchase. [PL 1975, c. 770, §57 (NEW).]

**6-A. Reconstructable motor vehicle.** "Reconstructable motor vehicle" means a used motor vehicle that does not meet the inspection standards as set forth in Title 29-A, section 1751, and that is sold, offered for sale or negotiated for sale to a person other than another dealer for the purpose of transportation after repair or rebuilding.

[PL 1995, c. 65, Pt. A, §19 (AMD); PL 1995, c. 65, Pt. A, §153 (AFF); PL 1995, c. 65, Pt. C, §15 (AFF).]

**6-B. Seller.** "Seller" means any person who sells a used motor vehicle to a dealer, including, but not limited to, individuals, other new or used motor vehicle dealers, motor vehicle manufacturers and insurance companies.

[PL 1993, c. 112, §1 (NEW).]

**6-C. Rideshare.** "Rideshare" means a program, activity or action in which a person uses that person's private vehicle to transport a person for a fee.

[PL 2015, c. 167, §1 (NEW).]

**7. Used motor vehicle.** "Used motor vehicle" means a motor vehicle that either has been once registered or is not covered by a manufacturer's new car warranty.

[PL 1975, c. 770, §57 (NEW).]

**7-A. Vehicle history report.** "Vehicle history report" means a written or electronic report, record or document that describes or provides information on the service history of a vehicle.

[PL 2015, c. 167, §1 (NEW).]

**8. Warranty.** Except as otherwise provided in this section, "warranty" has the same meaning in this chapter as in Title 11, Article 2, and includes any expression or affirmation of a dealer's willingness or ability to repair the vehicle, or make it conform to other affirmations or expressions of its qualities, communicated in any manner to a purchaser at or before the agreement to sell.

[PL 2005, c. 476, §2 (AMD).]

#### SECTION HISTORY

PL 1975, c. 770, §57 (NEW). PL 1985, c. 429, §1 (AMD). PL 1985, c. 569, §1 (AMD). PL 1989, c. 198, §1 (AMD). PL 1989, c. 684, §1 (AMD). PL 1993, c. 112, §1 (AMD). PL 1995, c. 65, §§A18,19 (AMD). PL 1995, c. 65, §§A153,C15 (AFF). PL 1997, c. 393, §A16 (AMD). PL 2005, c. 476, §§1,2 (AMD). PL 2015, c. 167, §1 (AMD).

#### §1472. Exclusions

Nothing in this chapter applies to motor vehicles sold, offered for sale or transferred for parts or scrap and not for transportation if that purpose is conspicuously written in the contract as follows: "This vehicle is sold for parts or scrap and not for transportation." Evidence outside the contract will be admissible to contradict such a contract provision. Nothing in this chapter applies to motor vehicles sold, offered for sale or transferred by a lessor to that vehicle's lessee or to an employee of the lessee, provided that any lessee who is otherwise a dealer, as defined in section 1471, subsection 2, is required to comply with the terms of this section in connection with any such sale or transfer to a person other than that lessee. [PL 1989, c. 61 (AMD).]

#### SECTION HISTORY

PL 1975, c. 770, §57 (NEW). PL 1985, c. 429, §2 (RPR). PL 1989, c. 61 (AMD).

#### §1473. Construction

The provisions of this chapter may not be construed to limit or restrict in any way the rights or warranties provided to persons under any other law of this State, except that Title 11, section 2-316, subsection (5) does not apply to transactions under this chapter. [RR 2021, c. 2, Pt. A, §16 (COR).]

#### SECTION HISTORY

PL 1975, c. 770, §57 (NEW). RR 2021, c. 2, Pt. A, §16 (COR).

#### §1474. Warranty

**1. Warranty content.** A dealer warrants that the motor vehicle the dealer sells, negotiates the sale of, offers for sale or transfers to a person other than another dealer has been inspected in accordance with Title 29-A, section 1751, and with the rules promulgated under that section:

A. That the motor vehicle is in the condition and meets the standards required by that law and the rules; or [PL 1985, c. 429, §3 (NEW).]

B. If the motor vehicle is a reconstructable motor vehicle, that the motor vehicle is in the condition specified in the disclosure statement affixed to the vehicle as required by subsection 4. [PL 1985, c. 429, §3 (NEW).]

[PL 1995, c. 65, Pt. A, §20 (AMD); PL 1995, c. 65, Pt. A, §153 (AFF); PL 1995, c. 65, Pt. C, §15 (AFF).]

**2. Exclusion limitation, modification or waiver prohibited.** The warranty referred to in subsection 1 herein, and any person's remedies for breach thereof, may not be excluded, limited, modified or waived by words or conduct of either the dealer or any other person.

[PL 1975, c. 770, §57 (NEW).]

**3. Dealer to furnish certain written statements concerning warranty.** A dealer may not sell, offer for sale or transfer a used motor vehicle to a person unless the dealer furnishes to the person a written statement containing the warranty required by subsection 1. Any other warranty, in addition to that required by subsection 1, that may be extended or agreed to by the dealer must be set forth in this written statement in accordance with further requirements of this section.

A. Every written statement must contain, fully and conspicuously disclosed, the following information:

(1) The name and address of the dealer's place of business where repairs, replacement of parts and other service under the warranty are to be performed or, if such repairs, replacement of parts and other service under the warranty are not to be performed at that place of business, the name, address and other identifying information of each facility within a radius of 50 miles of the dealer's place of business to which the vehicle may be brought for repairs, replacement of parts and other service under the warranty; and

(2) The following notice: "If a dealer fails to perform the dealer's obligation under the warranty, the purchaser shall give the dealer written notice of such failure before the purchaser initiates a civil action in accordance with section 1476." The notice must be sent by registered or certified mail to the dealer's last known business address. [RR 2023, c. 2, Pt. C, §29 (COR).]

B. In addition, the written statement required by this subsection must contain, fully and conspicuously disclosed, the following information concerning any additional warranty not required by subsection 1:

(1) The date on which the additional warranty begins as well as the date on which or the number of days or mileage at which the warranty will terminate, either handwritten or printed on the statement by the dealer;

(2) The parts or systems of the vehicle that are warranted against mechanical defects, or the parts or systems of the vehicle excluded from the warranty; and

(3) A statement of what the dealer will do in the event of a mechanical defect and at whose expense. [PL 2013, c. 292, §1 (AMD); PL 2013, c. 292, §2 (AFF).]

[RR 2023, c. 2, Pt. C, §29 (COR).]

**4. Disclosure of information for the sale of reconstructable motor vehicles.** Disclosure of information for the sale of reconstructable motor vehicles shall be as follows.

A. A dealer may not sell, negotiate the sale of, offer for sale or transfer any reconstructable motor vehicle to a person other than another dealer unless the dealer affixes to the vehicle a conspicuous written statement, which must:

(1) Appear under the following conspicuous caption:

UNSAFE MOTOR VEHICLE

THIS CAR DOES NOT MEET MAINE'S INSPECTION LAWS AND IS UNSAFE TO DRIVE ON THE ROAD. THIS CAR WILL NEED TO BE REBUILT OR REPAIRED IN ORDER TO MEET MAINE'S INSPECTION LAWS AND BE SAFELY DRIVEN ON THE ROAD;

(2) Contain a statement of the components of the motor vehicle that must be inspected pursuant to the State's inspection laws and the specific components on the vehicle that do not meet those laws;

(3) Contain the following information in the form of an inspection report:

(a) The make, model, model year and vehicle identification number of the reconstructable motor vehicle;

(b) The signature and inspection license number of the inspection mechanic licensed by the State who performed the inspection; and

(c) The date the inspection was performed; and

(4) Contain a statement that the vehicle must be towed from the premises. [RR 2023, c. 2, Pt. C, §30 (COR).]

B. The dealer shall present to the buyer of a reconstructable motor vehicle a copy of the disclosure statement required under paragraph A and obtain the buyer's signature and date on this disclosure prior to the sale or transfer of the reconstructable motor vehicle to the buyer. The dealer shall furnish the buyer with a copy of the signed and dated disclosure immediately after the buyer signs the disclosure. The dealer shall retain a copy of the signed and dated disclosure for a period of 3 years from the date of sale or transfer. [PL 1985, c. 429, §4 (NEW).]

C. The inspection report shall be dated no more than 60 days prior to the date of sale, negotiation for sale, offer for sale or transfer of the reconstructable motor vehicle. [PL 1985, c. 429, §4 (NEW).]

D. Evidence outside the contract and written disclosure will be admissible to contradict any written provisions in the contract or disclosure. [PL 1985, c. 429, §4 (NEW).]

E. The disclosure sticker affixed to the reconstructable motor vehicle may not be removed by the dealer. [PL 1985, c. 429, §4 (NEW).]

F. The Bureau of Motor Vehicles may adopt rules related to this section, including, but not limited to, rules establishing uniform disclosure forms and stickers. [PL 1991, c. 837, Pt. A, §24 (AMD).]

G. In addition to the penalties described in section 1477, any violation of subsection 1, paragraph B, and this subsection shall be a Class E crime. [PL 1985, c. 429, §4 (NEW).]

[RR 2023, c. 2, Pt. C, §30 (COR).]

#### SECTION HISTORY

PL 1975, c. 770, §57 (NEW). PL 1977, c. 224 (AMD). PL 1977, c. 564, §50 (AMD). PL 1977, c. 696, §116 (AMD). PL 1981, c. 470, Pt. A, §29 (AMD). PL 1985, c. 429, §§3, 4 (AMD). PL 1991, c. 837, Pt. A, §24 (AMD). PL 1995, c. 65, §A20 (AMD). PL 1995, c. 65, §§A153,C15

(AFF). PL 2013, c. 292, §1 (AMD). PL 2013, c. 292, §2 (AFF). RR 2023, c. 2, Pt. C, §§29, 30 (COR).

### §1475. Disclosure of information

**1. Written disclosure statement.** No dealer may sell, negotiate the sale of, offer for sale or transfer any used motor vehicle, including any used motor vehicle transferred to another dealer, unless the dealer affixes to the vehicle a conspicuous written statement containing the information required by subsection 2-A.

[PL 1991, c. 824, Pt. A, §16 (AMD).]

#### **2. Required contents of disclosure statement.**

[PL 1989, c. 878, Pt. F, §2 (RP).]

**2-A. Required contents of disclosure statement.** The statement required by subsection 1 must contain a complete description of the motor vehicle to be sold, including, but not limited to:

A. The make, model, model year and any identification or serial numbers of the motor vehicle; [PL 1989, c. 878, Pt. F, §3 (NEW).]

B. The dealer's duty to disclose promptly the name and address of the previous owner of the motor vehicle, or dealer, upon the request of any person, the principal use to which the motor vehicle was put by that owner, such as personal transportation, police car, daily rental car, taxi, rideshare, livery service or other descriptive term, and the type of sale or other means by which the person acquired the motor vehicle, such as trade-in, sheriff's sale, repossession, auction or other descriptive term, to the extent that such information is reasonably available to the person; [PL 2015, c. 167, §2 (AMD).]

C. A statement identifying any and all mechanical defects known to the dealer at the time of sale; [PL 1989, c. 878, Pt. F, §3 (NEW).]

D. A statement identifying the type of damage, if any, that the vehicle has sustained, such as fire, water or substantial collision damage, if that information is known to the dealer; [PL 1989, c. 878, Pt. F, §3 (NEW).]

E. A statement, if applicable, that implied warranties with respect to the vehicle are excluded or modified. Nothing in this paragraph may be construed to affect the requirements of Title 11, section 2-316; [PL 1989, c. 878, Pt. F, §3 (NEW).]

F. A statement, if applicable, disclosing that the vehicle was returned to the manufacturer, its agent or authorized dealer, for its nonconformity with express warranties. The statement must identify the nature of the nonconformities; [PL 1995, c. 269, §2 (AMD).]

G. If the vehicle is repossessed, a statement identifying this fact; [PL 2015, c. 167, §3 (AMD).]

H. The dealer's duty to disclose conspicuously in writing the dealer's policy in relation to the return of deposits received from any person. A dealer shall require that a person making a deposit sign the form on which the disclosure appears ; and [PL 2015, c. 167, §4 (AMD).]

I. A dealer that provides to a consumer a vehicle history report prepared by a person other than the dealer has no liability for inaccuracies in the vehicle history report if the dealer makes the following disclosure: "[Name of dealer] is pleased to provide you a courtesy copy of a service history report for the vehicle you are considering purchasing. [Name of dealer] makes no representation as to the accuracy of this service history report." [PL 2015, c. 167, §5 (NEW).]

The Bureau of Motor Vehicles may adopt rules related to this section, including, but not limited to, rules establishing uniform disclosure forms and stickers. The Bureau of Motor Vehicles may include in any rule establishing uniform disclosure forms and stickers any information that the Federal Trade Commission requires to be disclosed on a sticker pursuant to the Motor Vehicle Trade Regulation Rule,

16 Code of Federal Regulations, Part 455, except that the Bureau of Motor Vehicles may not include in any uniform disclosure form or sticker information from the Federal Trade Commission rule that conflicts in any manner with the information required by this section.

Any dealer who offers for sale to the consuming public a repossessed vehicle that has been obtained by the dealer through any transaction other than a retail sale and who meets the warranty and disclosure requirements of section 1474 and subsection 1 and this subsection has no other liability under this chapter, except for any additional warranties negotiated between the dealer and the consumer.

The dealer must require the buyer to sign and date the disclosure statement, provide the buyer with a copy of the signed and dated statement and maintain a copy of the signed and dated statement for 3 years following the sale of the vehicle.

[PL 2015, c. 167, §§2-5 (AMD).]

**3. Written statement.** A dealer shall obtain from the seller of a used motor vehicle a written statement containing the following information:

A. The make, model, model year and any identification or serial numbers of the motor vehicle; [PL 1995, c. 625, Pt. A, §16 (RPR).]

B. The name and address of the seller, the principal use to which the motor vehicle was put by the seller, such as personal transportation, police car, daily rental car, taxi, rideshare, livery service or other descriptive term; [PL 2015, c. 167, §6 (AMD).]

C. A statement identifying any and all mechanical defects known to the seller at the time of sale; and [PL 1995, c. 625, Pt. A, §16 (RPR).]

D. A statement identifying the type of damage, if any, that the vehicle has sustained, such as fire, water or substantial collision damage, if such information is known to the seller. [PL 1995, c. 625, Pt. A, §16 (RPR).]

Any dealer who offers for sale to consumers a repossessed vehicle that has been obtained by the dealer through any transaction other than a retail sale is not subject to the provisions of this subsection.

A dealer is not subject to the provisions of this subsection if that dealer offers for sale to consumers a used motor vehicle that has been obtained by the dealer through an auction located outside the State at which buyers are limited to licensed dealers and the seller of the used motor vehicle is neither a resident of this State nor a dealer licensed in this State, if the dealer clearly discloses on the written disclosure statement required by subsections 1 and 2-A that the vehicle was acquired at an out-of-state auction and that historical information regarding mechanical defects and substantial damage is not available.

The seller of the used motor vehicle shall sign and date this written statement and the dealer who buys the vehicle shall maintain a record of it for 2 years following the sale of the motor vehicle.

As used in subsection 2-A and this subsection, "substantial collision damage" means any damage to a motor vehicle from a collision when the costs of repair of that damage, at the time of repair, including replacement of mechanical and body parts, exceed \$3,000.

[PL 2015, c. 167, §6 (AMD).]

**4. Lemon law buybacks.** If a vehicle has been the subject of a complaint pursuant to chapter 203-A or any state's new motor vehicle lemon law that protects consumers from motor vehicles that do not conform to all manufacturer express warranties and that complaint was either filed in court or accepted for state-certified arbitration and the manufacturer subsequently purchased back the vehicle, either as the result of a court or arbitration order or voluntary settlement:

A. The dealer must disclose this fact, if known, when disclosing any defects pursuant to subsection 2-A; and [PL 1993, c. 112, §3 (NEW).]

B. The manufacturer must disclose this fact when selling the vehicle to a dealer and completing the statement required by subsection 3. [PL 1993, c. 112, §3 (NEW).]  
[PL 1993, c. 112, §3 (NEW).]

**5. Extended service warranty arbitration location.** An extended service warranty that was sold in this State for a motor vehicle registered in this State that includes a clause indicating that arbitration is required must require the location of the arbitration to be in this State.  
[PL 2005, c. 476, §3 (NEW).]

#### SECTION HISTORY

PL 1975, c. 770, §57 (NEW). PL 1981, c. 296, §§1-4 (AMD). PL 1983, c. 311, §§1-3 (AMD). PL 1985, c. 265, §§1-3 (AMD). PL 1985, c. 429, §5 (AMD). PL 1987, c. 136 (AMD). PL 1987, c. 593 (AMD). PL 1989, c. 198, §2 (AMD). PL 1989, c. 684, §§2-5 (AMD). PL 1989, c. 878, §§F2,3 (AMD). PL 1991, c. 62, §§1,2 (AMD). PL 1991, c. 824, §A16 (AMD). PL 1991, c. 837, §A25 (AMD). PL 1993, c. 112, §§2,3 (AMD). PL 1995, c. 65, §A21 (AMD). PL 1995, c. 65, §§A153,C15 (AFF). PL 1995, c. 188, §§1,2 (AMD). PL 1995, c. 269, §§2,3 (AMD). PL 1995, c. 625, §A16 (AMD). PL 1999, c. 617, §1 (AMD). PL 2003, c. 240, §1 (AMD). PL 2005, c. 476, §3 (AMD). PL 2015, c. 167, §§2-6 (AMD).

#### §1476. Performance under warranty

**1. Failure to perform warranty obligations prohibited.** A dealer may not fail to perform the dealer's obligation under a warranty made in accordance with this chapter. It does not constitute a failure to perform such obligations if a dealer refuses to act in accordance with the provisions of that warranty with respect to any mechanical defect that resulted from unreasonable use or maltreatment of that motor vehicle by the purchaser.  
[RR 2023, c. 2, Pt. C, §31 (COR).]

**2. Conditions considered failure to perform warranty.** A dealer must be considered to have failed to perform the dealer's obligations under warranty made in accordance with this chapter if the dealer:

A. Fails to perform repair or replacement of parts required under the warranty within:

- (1) Five calendar days, excluding Saturday, Sunday and legal holidays, after the date on which the purchaser delivers the motor vehicle to the dealer for such repair or replacement;
- (2) Thirty-five calendar days after the date on which the purchaser delivers the motor vehicle to the dealer if necessary parts are not available to the dealer during the period set forth in subparagraph (1); or
- (3) A reasonable period after the period set forth in subparagraph (2) if necessary parts are not available to the dealer because of a strike, natural disaster or other disaster affecting the manufacture, distribution or shipment of parts; [RR 2023, c. 2, Pt. C, §32 (COR).]

B. Fails to provide the purchaser with the use of an operating motor vehicle at no cost, except gasoline and oil, beginning at the conclusion of the time stated in paragraph A, subparagraphs (1) and (2), and continuing until repairs have been completed; [RR 2023, c. 2, Pt. C, §32 (COR).]

C. Transfers ownership of a used motor vehicle that does not conform to the warranty imposed by section 1474, subsection 1; or [RR 2023, c. 2, Pt. C, §32 (COR).]

D. Fails in any other material respect to perform an obligation arising out of the warranty within a reasonable time. [RR 2023, c. 2, Pt. C, §32 (COR).]  
[RR 2023, c. 2, Pt. C, §32 (COR).]

**3. Purchaser's rights upon failure of dealer to perform warranty obligations.** If the dealer fails to perform the dealer's obligations under the warranty, the purchaser, in addition to any other rights the purchaser has, has the right to:

A. Rescind the contract of sale and recover the full consideration paid for the motor vehicle, including the fair market value of any property forming part of that consideration, reduced only by:

(1) The amount of damage caused to the motor vehicle by the purchaser, other than damage resulting primarily from a mechanical defect repairable under the warranty; and

(2) With respect to a vehicle that has been in possession of the purchaser for more than 30 days, diminution, if any, in the retail fair market value of the motor vehicle attributable to the period during which the consumer has had possession of the motor vehicle in usable condition. Fair market value for the purposes of this subparagraph is measured by the average retail price listed in an authorized used car guide, such as the National Automobile Dealers Association Official Used Car Guide New England Edition, issued next before the sale and next before the rescission; and [RR 2023, c. 2, Pt. C, §33 (COR).]

B. Recover damages in an amount equal to the difference between the fair market value of the motor vehicle in its actual condition at the time the dealer fails to perform the dealer's obligations under the warranty and the fair market value of the motor vehicle had it been as warranted. Such damages may be deducted from any balance due on the contract or recovered by the purchaser in a civil action.

Before initiating a civil action pursuant to this paragraph, the purchaser must give the dealer written notice that the dealer has failed to perform the dealer's obligations under the warranty. The written notice must be given to the dealer by registered or certified mail addressed to the dealer's usual place of business or last known business address. [RR 2023, c. 2, Pt. C, §33 (COR).]

[RR 2023, c. 2, Pt. C, §33 (COR).]

**4. Attorney's fees.** If the court finds, in an action commenced under this section, that the dealer failed to perform the dealer's obligations under the warranty, the petitioner must, in addition to other relief provided for by this section and irrespective of the amount in controversy, be awarded reasonable attorney's fees and costs incurred in connection with the action.

[RR 2023, c. 2, Pt. C, §34 (COR).]

## SECTION HISTORY

PL 1975, c. 770, §57 (NEW). PL 1977, c. 78, §34 (AMD). RR 2023, c. 2, Pt. C, §§31-34 (COR).

## §1477. Violations

**1. Violations of this chapter to be violations of the Unfair Trade Practices Act.** Any violation of this chapter shall constitute a violation of Title 5, chapter 10, Unfair Trade Practices Act.

[PL 1975, c. 770, §57 (NEW).]

**2. Civil penalty.** Each violation of this chapter constitutes a civil violation and shall be punished by a forfeiture of not less than \$100 nor more than \$1,000. No action may be brought for a civil violation under this subsection more than 2 years after the date of the occurrence of the violation. No dealer may be held liable for a civil violation under this subsection if that dealer shows by a preponderance of the evidence that the violation was unintentional and a bona fide error, notwithstanding the maintenance of procedures reasonably adopted to avoid any such error. The failure of a dealer or a seller of a used motor vehicle to disclose all information concerning a vehicle which is sold to another dealer as required by section 1475, when the information is known to the dealer or seller at the time of the sale or transfer of the vehicle, shall also be considered a violation of this chapter and shall constitute a civil violation that is subject to the civil penalties provided for in this subsection.

[PL 1989, c. 198, §3 (AMD).]



**3. Private remedies.** In addition to any other remedy, if a dealer violates this chapter, that dealer is liable to the purchaser in an amount determined by the court of not less than \$100 nor more than \$1,000 as liquidated damages, and for costs and reasonable attorney's fees. No action may be brought under this subsection more than 2 years after the date of the occurrence of the violation. No dealer may be held liable under this subsection if that dealer shows by a preponderance of the evidence that the violation was unintentional and a bona fide error, notwithstanding the maintenance of procedures reasonably adopted to avoid any such error.

In addition to any other remedy, if a seller of a used motor vehicle who sells the vehicle to a dealer fails to disclose facts concerning that vehicle which are required to be disclosed by the provisions of section 1475, which facts were known by the seller at the time the disclosure was made, the seller is liable to the purchasing dealer in an amount determined by the court of not less than \$100 nor more than \$1,000 as liquidated damages, and for costs and reasonable attorney's fees. No action may be brought under this subsection more than 30 months after the date of the occurrence of the violation.

[PL 1993, c. 112, §4 (AMD).]

#### SECTION HISTORY

PL 1975, c. 770, §57 (NEW). PL 1981, c. 296, §5 (AMD). PL 1983, c. 311, §§4,5 (AMD). PL 1989, c. 198, §§3,4 (AMD). PL 1993, c. 112, §4 (AMD).

#### §1478. Motor vehicles and equipment sold at state auction

**1. Exemption of State from liability.** Whenever motor vehicles and equipment of a state agency as defined in Title 5, section 8002, subsection 2 are sold at a state auction, the State or any state employee shall not be liable for any personal injury or death or any property damage sustained as a result of the use of that vehicle following the sale of that vehicle at auction. At any auction held pursuant to this section, a statement shall be made at the beginning of the auction that the State is not liable for any damage, injury or death resulting from the use of the vehicle or equipment following the sale at auction.

A. For the purposes of this section, "state agency" includes the Maine community colleges. [PL 1989, c. 443, §20 (AMD); PL 2003, c. 20, Pt. OO, §2 (AMD); PL 2003, c. 20, Pt. OO, §4 (AFF).]

[PL 1989, c. 443, §20 (AMD); PL 2003, c. 20, Pt. OO, §2 (AMD); PL 2003, c. 20, Pt. OO, §4 (AFF).]

**2. State agencies to maintain documents for each vehicle.** Each state agency shall maintain records for each vehicle in the possession of and assigned for primary use by the agency. The records must contain the information identified in section 1475, subsection 2-A, paragraphs B, C, D and F. Each state agency shall use the disclosure forms as provided by the Bureau of Motor Vehicles pursuant to section 1475, subsection 2-A.

A. In the event that a uniform disclosure form prepared by the Bureau of Motor Vehicles is not available for state agency use, each agency shall devise a form until a uniform form becomes available. [PL 1991, c. 837, Pt. A, §26 (AMD).]

B. This subsection applies to motor vehicles purchased on or after July 1, 1986. [PL 1985, c. 569, §2 (NEW).]

[PL 2021, c. 676, Pt. A, §19 (AMD).]

**3. Transfer of vehicles among agencies.** Whenever a motor vehicle or an article of equipment, subject to the provisions of this section, is transferred from one state agency to another state agency, the disclosure form for the transferred motor vehicle or equipment shall be transferred with the motor vehicle or article of equipment.

[PL 1985, c. 569, §2 (NEW).]

**4. Disclosure at auction.** At the time that a motor vehicle or article of equipment is provided to the auction for sale, the disclosure form must be attached to that vehicle or equipment in a place visible to the general public. The disclosure form must also indicate the last known date on which the vehicle passed inspection pursuant to Title 29-A, chapter 15.

A. In the event that a motor vehicle submitted by a state agency to the state auction does not possess a valid inspection certificate that has been issued within 180 days previous to the auction, the motor vehicle is subject to inspection pursuant to Title 29-A, chapter 15. If the motor vehicle passes inspection, a current and valid inspection certificate must be affixed to the vehicle. [PL 1995, c. 65, Pt. A, §22 (AMD); PL 1995, c. 65, Pt. A, §153 (AFF); PL 1995, c. 65, Pt. C, §15 (AFF).]

B. In the event that a motor vehicle subjected to a vehicle inspection pursuant to this subsection does not pass the inspection, the provision of section 1474, subsection 4 applies to the motor vehicle. [PL 1985, c. 569, §2 (NEW).]

[PL 1995, c. 65, Pt. A, §22 (AMD); PL 1995, c. 65, Pt. A, §153 (AFF); PL 1995, c. 65, Pt. C, §15 (AFF).]

**5. Temporary certification.** Any motor vehicle for which there is no current and valid certificate of motor vehicle inspection at the time of sale at a state auction and that does not pose a serious threat to the general public, as determined by the Office of Procurement Services from the form required in subsection 2 and from an inspection of the vehicle, may be provided a temporary certificate authorizing the operation of the motor vehicle from the auction site to a point designated by the purchaser.

[PL 2023, c. 516, Pt. B, §42 (AMD).]

#### SECTION HISTORY

PL 1985, c. 569, §2 (NEW). PL 1989, c. 443, §20 (AMD). PL 1991, c. 837, §A26 (AMD). PL 1995, c. 65, §A22 (AMD). PL 1995, c. 65, §§A153,C15 (AFF). PL 2003, c. 20, §OO2 (AMD). PL 2003, c. 20, §OO4 (AFF). PL 2021, c. 676, Pt. A, §19 (AMD). PL 2023, c. 516, Pt. B, §42 (AMD).

The State of Maine claims a copyright in its codified statutes. If you intend to republish this material, we require that you include the following disclaimer in your publication:

*All copyrights and other rights to statutory text are reserved by the State of Maine. The text included in this publication reflects changes made through the Second Regular Session of the 131st Legislature and is current through October 15, 2024. The text is subject to change without notice. It is a version that has not been officially certified by the Secretary of State. Refer to the Maine Revised Statutes Annotated and supplements for certified text.*

The Office of the Revisor of Statutes also requests that you send us one copy of any statutory publication you may produce. Our goal is not to restrict publishing activity, but to keep track of who is publishing what, to identify any needless duplication and to preserve the State's copyright rights.

PLEASE NOTE: The Revisor's Office cannot perform research for or provide legal advice or interpretation of Maine law to the public. If you need legal assistance, please contact a qualified attorney.