

1                                   A bill to be entitled  
2           An act relating to motor vehicle rentals; amending s.  
3           212.0606, F.S.; defining and revising terms; requiring  
4           specified surcharges to be imposed upon the lease or  
5           rental of a certain motor vehicle if the lease or  
6           rental is facilitated by a car-sharing service, a  
7           motor vehicle rental company, or a peer-to-peer  
8           vehicle-sharing program under certain circumstances;  
9           creating s. 627.747, F.S.; defining terms; providing  
10          financial responsibility requirements for peer-to-peer  
11          vehicle-sharing programs; providing applicability;  
12          requiring specified entities to maintain certain motor  
13          vehicle liability insurance; providing certain  
14          indemnification requirements; providing construction;  
15          requiring a peer-to-peer vehicle-sharing program to  
16          give certain notice to a peer-to-peer vehicle owner  
17          relating to the implications of a lien under certain  
18          circumstances; authorizing a certain insurer to  
19          exclude coverage and the duty to defend or indemnify a  
20          vehicle owner for any claim under his or her motor  
21          vehicle liability insurance policy; providing  
22          construction; requiring a peer-to-peer vehicle-sharing  
23          program to collect, verify, and retain certain  
24          records, subject to certain requirements; requiring  
25          the program to provide the records to certain entities

26 | under certain circumstances; authorizing a motor  
27 | vehicle insurer that defends or indemnifies a claim  
28 | arising from the operation of a peer-to-peer vehicle  
29 | that is excluded under the terms of its policy to seek  
30 | contribution against specified entities under certain  
31 | circumstances; providing that a peer-to-peer vehicle-  
32 | sharing program has an insurable interest in a vehicle  
33 | during the sharing period; providing construction;  
34 | authorizing a peer-to-peer vehicle-sharing program to  
35 | own and maintain as the named insured policies of  
36 | motor vehicle liability insurance which provide  
37 | specified coverage; requiring each peer-to-peer  
38 | vehicle-sharing program agreement made in this state  
39 | to disclose specified information to the peer-to-peer  
40 | vehicle owner and the peer-to-peer vehicle driver;  
41 | requiring a peer-to-peer vehicle-sharing program to  
42 | have sole responsibility for certain equipment;  
43 | requiring the program to agree to indemnify and hold  
44 | harmless the owner for any damage to or theft of such  
45 | equipment under certain circumstances; authorizing the  
46 | program to seek indemnity from the driver for any loss  
47 | or damage to such equipment which occurs during the  
48 | sharing period; requiring a peer-to-peer vehicle-  
49 | sharing program to verify certain information and  
50 | notify the peer-to-peer vehicle owner of certain

51 requirements related to safety recalls, subject to  
52 certain requirements; providing restrictions and  
53 requirements for the owner if he or she has received  
54 notice of a certain safety recall on the vehicle;  
55 prohibiting a peer-to-peer vehicle-sharing program  
56 from entering into a certain agreement with a driver  
57 unless the driver meets specified requirements related  
58 to a driver license or authorization to drive peer-to-  
59 peer vehicles; prohibiting the program from renting a  
60 motor vehicle to another until the driver license of  
61 the peer-to-peer vehicle driver has been inspected and  
62 verified as being unexpired; requiring the program to  
63 keep specified records; requiring such records to be  
64 open to inspection by specified entities; providing  
65 that, under certain circumstances, the peer-to-peer  
66 vehicle-sharing program is deemed to have met  
67 specified requirements when the program requires the  
68 driver to verify at a certain time that he or she is  
69 duly licensed and that the license is unexpired;  
70 providing an effective date.

71  
72 Be It Enacted by the Legislature of the State of Florida:

73  
74 Section 1. Section 212.0606, Florida Statutes, is amended  
75 to read:

212.0606 Rental car surcharge.—

(1) As used in this section, the term:

(a) "Car-sharing service" means a membership-based organization or business, or division thereof, which requires the payment of an application fee or a membership fee and provides member access to motor vehicles:

1. Only at locations that are not staffed by car-sharing service personnel employed solely for the purpose of interacting with car-sharing service members;

2. Twenty-four hours per day, 7 days per week;

3. Only through automated means, including, but not limited to, a smartphone application or an electronic membership card;

4. On an hourly basis or for a shorter increment of time;

5. Without a separate fee for refueling the motor vehicle;

6. Without a separate fee for minimum financial responsibility liability insurance; and

7. Owned or controlled by the car-sharing service or its affiliates.

(b) "Dealer" means a car-sharing service, motor vehicle rental company, or peer-to-peer vehicle-sharing program.

(c) "Motor vehicle rental company" means an entity that is in the business of providing motor vehicles to the public under a rental agreement for 30 days or less for financial consideration.

101 (d) "Peer-to-peer vehicle-sharing program" has the same  
102 meaning as in s. 627.747.

103 (2)-(1) Except as provided in subsection (3) -(2), a  
104 surcharge of \$2 per day or any part of a day is imposed upon the  
105 lease or rental of a motor vehicle that is licensed for hire and  
106 designed to carry fewer than nine passengers, regardless of  
107 whether the motor vehicle is licensed in this state, if the  
108 lease or rental is facilitated, in person or through digital  
109 means, by a car-sharing service, a motor vehicle rental company,  
110 or a peer-to-peer vehicle-sharing program for financial  
111 consideration without transfer of the title of the motor  
112 vehicle. The surcharge applies to only the first 30 days of the  
113 term of a lease or rental. The surcharge is subject to all  
114 applicable taxes imposed by this chapter.

115 (3)-(2) A member of a car-sharing service who uses a motor  
116 vehicle as described in subsection (2) -(1) for less than 24  
117 hours pursuant to an agreement with the car-sharing service  
118 shall pay a surcharge of \$1 per usage. A member of a car-sharing  
119 service who uses the same motor vehicle for 24 hours or more  
120 shall pay a surcharge of \$2 per day or any part of a day as  
121 provided in subsection (2) -(1). The surcharge imposed under this  
122 subsection does not apply to the lease, rental, or use of a  
123 motor vehicle from a location owned, operated, or leased by or  
124 for the benefit of an airport or airport authority ~~For purposes~~  
125 ~~of this subsection, the term "car-sharing service" means a~~

126 ~~membership-based organization or business, or division thereof,~~  
127 ~~which requires the payment of an application or membership fee~~  
128 ~~and provides member access to motor vehicles:~~

129 ~~(a) Only at locations that are not staffed by car-sharing~~  
130 ~~service personnel employed solely for the purpose of interacting~~  
131 ~~with car-sharing service members;~~

132 ~~(b) Twenty-four hours per day, 7 days per week;~~

133 ~~(c) Only through automated means, including, but not~~  
134 ~~limited to, smartphone applications or electronic membership~~  
135 ~~cards;~~

136 ~~(d) On an hourly basis or for a shorter increment of time;~~

137 ~~(e) Without a separate fee for refueling the motor~~  
138 ~~vehicle;~~

139 ~~(f) Without a separate fee for minimum financial~~  
140 ~~responsibility liability insurance; and~~

141 ~~(g) Owned or controlled by the car-sharing service or its~~  
142 ~~affiliates.~~

143

144 ~~The surcharge imposed under this subsection does not apply to~~  
145 ~~the lease, rental, or use of a motor vehicle from a location~~  
146 ~~owned, operated, or leased by or for the benefit of an airport~~  
147 ~~or airport authority.~~

148 (4) ~~(3)~~ (a) Notwithstanding s. 212.20, and less the costs of  
149 administration, 80 percent of the proceeds of this surcharge  
150 shall be deposited in the State Transportation Trust Fund, 15.75

151 percent of the proceeds of this surcharge shall be deposited in  
152 the Tourism Promotional Trust Fund created in s. 288.122, and  
153 4.25 percent of the proceeds of this surcharge shall be  
154 deposited in the Florida International Trade and Promotion Trust  
155 Fund. For the purposes of this subsection, the term "proceeds of  
156 this surcharge" ~~of the surcharge~~ means all funds collected and  
157 received by the department under this section, including  
158 interest and penalties on delinquent surcharges. The department  
159 shall provide the Department of Transportation rental car  
160 surcharge revenue information for the previous state fiscal year  
161 by September 1 of each year.

162 (b) Notwithstanding any other provision of law, the  
163 proceeds deposited in the State Transportation Trust Fund shall  
164 be allocated on an annual basis in the Department of  
165 Transportation's work program to each department district,  
166 except the Turnpike District. The amount allocated to each  
167 district shall be based on the amount of proceeds attributed to  
168 the counties within each respective district.

169 (5) (a) (4) Except as provided in this section, the  
170 department shall administer, collect, and enforce the surcharge  
171 as provided in this chapter.

172 (b) (a) The department shall require a dealer ~~dealers~~ to  
173 report surcharge collections according to the county to which  
174 the surcharge was attributed. For purposes of this section, the  
175 surcharge shall be attributed to the county where the rental

176 agreement was entered into.

177 ~~(c)-(b)~~ A dealer ~~Dealers~~ who collects ~~collect~~ the rental  
178 car surcharge shall report to the department all surcharge  
179 revenues attributed to the county where the rental agreement was  
180 entered into on a timely filed return for each required  
181 reporting period. The provisions of this chapter which apply to  
182 interest and penalties on delinquent taxes apply to the  
183 surcharge. The surcharge shall not be included in the  
184 calculation of estimated taxes pursuant to s. 212.11. The  
185 dealer's credit provided in s. 212.12 does not apply to any  
186 amount collected under this section.

187 ~~(6)-(5)~~ The surcharge imposed by this section does not  
188 apply to a motor vehicle provided at no charge to a person whose  
189 motor vehicle is being repaired, adjusted, or serviced by the  
190 entity providing the replacement motor vehicle.

191 Section 2. Section 627.747, Florida Statutes, is created  
192 to read:

193 627.747 Peer-to-peer vehicle-sharing program.-

194 (1) DEFINITIONS.-As used in this section, the term:

195 (a) "Peer-to-peer vehicle" or "vehicle" means a vehicle  
196 made available for sharing through a peer-to-peer vehicle-  
197 sharing program, used nonexclusively for peer-to-peer vehicle  
198 sharing, and used by the peer-to-peer vehicle owner for personal  
199 use outside of peer-to-peer vehicle sharing.

200 (b) "Peer-to-peer vehicle delivery period" or "delivery

201 period" means the period of time during which a peer-to-peer  
202 vehicle is being delivered to the location where the peer-to-  
203 peer vehicle-sharing start time commences, if applicable, as  
204 documented by the governing peer-to-peer vehicle-sharing program  
205 agreement.

206 (c) "Peer-to-peer vehicle driver" or "driver" means an  
207 individual who has been authorized to drive the peer-to-peer  
208 vehicle by the peer-to-peer vehicle owner under a peer-to-peer  
209 vehicle-sharing program agreement.

210 (d) "Peer-to-peer vehicle owner" or "owner" means the  
211 registered owner of a peer-to-peer vehicle made available for  
212 sharing to peer-to-peer vehicle drivers through a peer-to-peer  
213 vehicle-sharing program.

214 (e) "Peer-to-peer vehicle sharing" or "sharing" means the  
215 authorized use of a peer-to-peer vehicle by an individual other  
216 than the peer-to-peer vehicle owner through a peer-to-peer  
217 vehicle-sharing program.

218 (f) "Peer-to-peer vehicle-sharing period" or "sharing  
219 period" means the period of time that commences with the peer-  
220 to-peer vehicle delivery period or, if there is no peer-to-peer  
221 vehicle delivery period, that commences with the peer-to-peer  
222 vehicle-sharing start time and in either case ends at the peer-  
223 to-peer vehicle-sharing termination time.

224 (g) "Peer-to-peer vehicle-sharing program" or "program"  
225 means a business platform that connects peer-to-peer vehicle

226 owners with peer-to-peer vehicle drivers to enable the sharing  
 227 of peer-to-peer vehicles for financial consideration.

228 (h) "Peer-to-peer vehicle-sharing program agreement" or  
 229 "agreement" means the terms and conditions applicable to a peer-  
 230 to-peer vehicle owner and a peer-to-peer vehicle driver which  
 231 govern the use of a peer-to-peer vehicle through a peer-to-peer  
 232 vehicle-sharing program.

233 (i) "Peer-to-peer vehicle-sharing start time" or "start  
 234 time" means the time when the peer-to-peer vehicle becomes  
 235 subject to the control of the peer-to-peer vehicle driver at or  
 236 after the time the reservation of a peer-to-peer vehicle is  
 237 scheduled to begin, as documented in the records of a peer-to-  
 238 peer vehicle-sharing program.

239 (j) "Peer-to-peer vehicle-sharing termination time" or  
 240 "termination time" means the earliest of the following events:

241 1. The expiration of the agreed-upon period of time  
 242 established for the use of a peer-to-peer vehicle according to  
 243 the terms of the vehicle-sharing program agreement, if the peer-  
 244 to-peer vehicle is delivered to the location agreed upon in the  
 245 peer-to-peer vehicle-sharing program agreement;

246 2. The expiration of the time period established for use  
 247 of the peer-to-peer vehicle when the peer-to-peer vehicle is  
 248 returned to an alternate location agreed upon by the peer-to-  
 249 peer vehicle owner and the peer-to-peer vehicle driver as  
 250 communicated through a peer-to-peer vehicle-sharing program; or

251 3. The peer-to-peer vehicle owner or the owner's  
252 authorized designee takes possession and control of the peer-to-  
253 peer vehicle.

254 (2) FINANCIAL RESPONSIBILITY.—

255 (a) A peer-to-peer vehicle-sharing program shall assume  
256 the liability of a peer-to-peer vehicle owner, except as  
257 provided in paragraph (b), for bodily injury or property damage  
258 to third parties or uninsured and underinsured motorist or  
259 personal injury protection losses during the peer-to-peer  
260 vehicle-sharing period in an amount stated in the peer-to-peer  
261 vehicle-sharing program.

262 (b) The assumption of liability under paragraph (a) does  
263 not apply to any peer-to-peer vehicle owner when:

264 1. A peer-to-peer vehicle owner makes an intentional or  
265 fraudulent material misrepresentation or omission to the peer-  
266 to-peer vehicle-sharing program before the peer-to-peer vehicle-  
267 sharing period in which the loss occurred; or

268 2. A peer-to-peer vehicle owner acts in concert with a  
269 peer-to-peer vehicle driver who fails to return the vehicle  
270 pursuant to the terms of the peer-to-peer vehicle-sharing  
271 program agreement.

272 (c) The assumption of liability under paragraph (a)  
273 applies to bodily injury and property damage losses by damaged  
274 third parties as required under s. 324.021(7).

275 (d) A peer-to-peer vehicle-sharing program shall ensure

276 that, during each peer-to-peer vehicle-sharing period, the peer-  
277 to-peer vehicle owner and the peer-to-peer vehicle driver are  
278 insured under a motor vehicle liability insurance policy that  
279 provides insurance coverage in amounts no less than the minimum  
280 amounts provided in s. 324.021(7), and:

281 1. Recognizes that the peer-to-peer vehicle insured under  
282 the policy is made available and used through a peer-to-peer  
283 vehicle-sharing program; or

284 2. Does not exclude use of a peer-to-peer vehicle by a  
285 peer-to-peer vehicle driver.

286 (e) The insurance requirement under paragraph (d) may be  
287 satisfied by motor vehicle liability insurance maintained by a  
288 peer-to-peer vehicle owner; a peer-to-peer vehicle driver; a  
289 peer-to-peer vehicle-sharing program; or by a peer-to-peer  
290 vehicle owner, a peer-to-peer vehicle driver, and a peer-to-peer  
291 vehicle-sharing program.

292 (f) The insurance maintained under paragraph (e) which  
293 satisfies the insurance requirement under paragraph (d) must be  
294 primary during each peer-to-peer vehicle-sharing period.

295 (g) The peer-to-peer vehicle-sharing program must assume  
296 primary liability for a claim when it is providing, in whole or  
297 in part, the insurance required under paragraphs (d) and (e)  
298 and:

299 1. A dispute exists as to who was in control of the peer-  
300 to-peer vehicle at the time of the loss; and

301 2. The peer-to-peer vehicle-sharing program does not have  
302 available, did not retain, or fails to provide the information  
303 required in paragraph (11) (c).

304 (h) The peer-to-peer vehicle owner's insurer shall  
305 indemnify the peer-to-peer vehicle-sharing program to the extent  
306 of the insurer's obligation, if any, under the applicable  
307 insurance policy, if it is determined that the peer-to-peer  
308 vehicle owner was in control of the peer-to-peer vehicle at the  
309 time of the loss.

310 (i) If insurance maintained by a peer-to-peer vehicle  
311 owner or peer-to-peer vehicle driver in accordance with  
312 paragraph (e) lapses or does not provide the required coverage,  
313 insurance maintained by a peer-to-peer vehicle-sharing program  
314 shall provide the coverage required by paragraph (d) beginning  
315 with the first dollar of a claim and the insurer has the duty to  
316 defend such claim except under circumstances specified in  
317 paragraph (b).

318 (j) Coverage under a motor vehicle insurance policy  
319 maintained by the peer-to-peer vehicle-sharing program may not  
320 be dependent on another motor vehicle insurer first denying a  
321 claim.

322 (k) This subsection does not:

323 1. Limit the liability of the peer-to-peer vehicle-sharing  
324 program for any act or omission of the program itself which  
325 results in injury to any person as a result of the use of a

326 peer-to-peer vehicle through the peer-to-peer vehicle-sharing  
327 program; or

328 2. Limit the ability of the peer-to-peer vehicle-sharing  
329 program to seek indemnification, by contract, from the peer-to-  
330 peer vehicle owner or the peer-to-peer vehicle driver for  
331 economic losses the peer-to-peer vehicle-sharing program  
332 sustains which result from a breach of the terms and conditions  
333 of the peer-to-peer vehicle-sharing program agreement.

334 (3) NOTIFICATION OF IMPLICATIONS OF A LIEN.—At the time a  
335 peer-to-peer vehicle owner registers a vehicle for use through a  
336 peer-to-peer vehicle-sharing program and before the owner makes  
337 the vehicle available for use through the program, the program  
338 must notify the owner that, if the vehicle has a lien against  
339 it, the use of the vehicle through the program, including use  
340 without physical damage coverage, may violate the terms of the  
341 contract with the lienholder.

342 (4) EXCLUSIONS IN MOTOR VEHICLE LIABILITY INSURANCE  
343 POLICIES.—

344 (a) An authorized insurer that writes motor vehicle  
345 liability insurance in this state may exclude any coverage and  
346 the duty to defend or indemnify for any claim under the peer-to-  
347 peer vehicle owner's motor vehicle liability insurance policy,  
348 including, but not limited to:

349 1. Liability coverage for bodily injury and property  
350 damage;

- 351        2. Personal injury protection coverage;  
352        3. Uninsured and underinsured motorist coverage;  
353        4. Medical payments coverage;  
354        5. Comprehensive physical damage coverage; and  
355        6. Collision physical damage coverage.

356        (b) This subsection does not invalidate or limit an  
357 exclusion contained in a motor vehicle liability insurance  
358 policy, including any insurance policy in use or approved for  
359 use which excludes coverage for motor vehicles made available  
360 for rent, hire, or for any business use, including peer-to-peer  
361 vehicle sharing.

362        (5) RECORDKEEPING.—

363        (a) A peer-to-peer vehicle-sharing program must collect  
364 and verify records pertaining to the use of peer-to-peer  
365 vehicles, including, but not limited to, times used, fees paid  
366 by the peer-to-peer vehicle driver, and revenues received by the  
367 peer-to-peer vehicle owner.

368        (b) Pursuant to all applicable federal and state privacy  
369 obligations, and after receiving the informed consent of the  
370 peer-to-peer vehicle owner and the peer-to-peer vehicle driver,  
371 a peer-to-peer vehicle-sharing program must provide the  
372 information collected pursuant to paragraph (a), upon request,  
373 to the owner, the owner's insurer, and the driver's insurer to  
374 facilitate a claim investigation.

375        (c) The program must retain the records required in this

376 subsection for not less than 3 years.

377 (6) CONTRIBUTION AGAINST INDEMNIFICATION.—A motor vehicle  
378 insurer that defends or indemnifies a claim arising from the  
379 operation of a peer-to-peer vehicle that is excluded under the  
380 terms of its policy may seek contribution against the peer-to-  
381 peer vehicle-sharing program if the claim is made against the  
382 peer-to-peer vehicle owner or the peer-to-peer vehicle driver  
383 for loss or injury that occurs during the peer-to-peer vehicle-  
384 sharing period.

385 (7) INSURABLE INTEREST.—

386 (a) A peer-to-peer vehicle-sharing program has an  
387 insurable interest in a vehicle during the sharing period.

388 (b) This subsection does not impose liability on a peer-  
389 to-peer vehicle-sharing program to maintain the coverage  
390 mandated by subsection (2).

391 (c) A peer-to-peer vehicle-sharing program may own and  
392 maintain as the named insured one or more policies of motor  
393 vehicle liability insurance which provide coverage for:

394 1. Liabilities assumed by the peer-to-peer vehicle-sharing  
395 program under agreement;

396 2. Liability of the peer-to-peer vehicle owner;

397 3. Damage or loss to the vehicle; or

398 4. Liability of the peer-to-peer vehicle driver.

399 (8) CONSUMER PROTECTIONS.—

400 (a) Each peer-to-peer vehicle-sharing program agreement

401 made in this state must disclose to the peer-to-peer vehicle  
402 owner and the peer-to-peer vehicle driver:

403 1. Any right of a program to seek indemnification from the  
404 owner or the driver for economic losses the program sustains  
405 which result from a breach of the terms and conditions of the  
406 agreement;

407 2. That a motor vehicle liability insurance policy issued  
408 to the owner for the peer-to-peer vehicle or to the driver does  
409 not provide defense indemnity for any claim asserted by the  
410 program;

411 3. That the program's financial responsibility afforded to  
412 the owner and driver is available only during the peer-to-peer  
413 vehicle-sharing period;

414 4. That, for any use of the peer-to-peer vehicle by the  
415 driver after the peer-to-peer vehicle-sharing termination time,  
416 the driver and owner may not have coverage;

417 5. The daily rate, fees, costs, and, if applicable, any  
418 insurance or protection package costs that are charged to the  
419 owner or driver; and

420 6. That the peer-to-peer vehicle owner's motor vehicle  
421 liability insurance may not provide coverage for the vehicle.

422 (b) Each peer-to-peer vehicle-sharing program agreement  
423 made in this state must disclose to the peer-to-peer vehicle  
424 driver:

425 1. An emergency telephone number to contact personnel

426 capable of fielding roadside assistance requests and other  
427 customer service inquiries; and

428 2. Any conditions under which a driver must maintain a  
429 personal motor vehicle insurance policy, and any required  
430 coverage limits, on a primary basis in order to rent the peer-  
431 to-peer vehicle.

432 (9) RESPONSIBILITY FOR EQUIPMENT.—The peer-to-peer  
433 vehicle-sharing program has sole responsibility for any  
434 equipment that is put in or on the vehicle, such as a GPS system  
435 or other device, used to monitor or facilitate the sharing, and  
436 must agree to indemnify and hold harmless the owner for any  
437 damage to or theft of such equipment during the sharing period  
438 which is not caused by the owner. The program may seek indemnity  
439 from the driver for any loss or damage to such equipment which  
440 occurs during the sharing period.

441 (10) AUTOMOBILE SAFETY RECALLS.—

442 (a) At the time an owner registers a vehicle for use in  
443 the program, and before the owner makes the vehicle available  
444 for use, the peer-to-peer vehicle-sharing program must:

445 1. Verify that the vehicle does not have any safety  
446 recalls for which repairs have not been made; and

447 2. Notify the owner of the requirements under paragraph  
448 (c).

449 (b) The program must periodically, at least once in each  
450 72-hour period, verify that any vehicle available for use

451 through the program is not subject to an open safety recall for  
452 which repairs have not been made.

453 (c) If the peer-to-peer vehicle owner has received notice  
454 of a safety recall on the vehicle, he or she may not make the  
455 vehicle available for use through a peer-to-peer vehicle-sharing  
456 program until the safety recall repair has been made. Upon  
457 receiving notice of a safety recall on the vehicle when it is  
458 available for use through the program, the owner shall remove  
459 the vehicle from availability as soon as practicable, but in no  
460 case more than 48 hours after receiving the notice of the safety  
461 recall, and until the safety recall repair has been made. Upon  
462 receiving notice of a safety recall on the vehicle, and in no  
463 case more than 48 hours after such receipt, when such vehicle is  
464 in the possession of the driver, the owner must notify the  
465 program of the safety recall so that the program may notify the  
466 driver and the vehicle can be removed from use until the owner  
467 effects the necessary safety recall repair.

468 (11) DRIVER LICENSE VERIFICATION AND RETENTION.—

469 (a) A peer-to-peer vehicle-sharing program may not enter  
470 into a peer-to-peer vehicle-sharing program agreement with a  
471 driver unless the driver who will operate the peer-to-peer  
472 vehicle:

473 1. Holds an unexpired driver license in this state which  
474 authorizes the driver to operate vehicles of the class of the  
475 peer-to-peer vehicle; or

- 476        2. Is a nonresident who:
- 477            a. Has an unexpired driver license issued by the state or  
478 country of the driver's residence which authorizes the driver in  
479 that state or country to drive vehicles of the class of the  
480 peer-to-peer vehicle; and
- 481            b. Is at least the same age as that required of a resident  
482 to drive.
- 483            (b) A peer-to-peer vehicle-sharing program may not rent a  
484 motor vehicle to another until the driver license of the peer-  
485 to-peer vehicle driver has been inspected and the program has  
486 verified that the driver license is unexpired.
- 487            (c) A peer-to-peer vehicle-sharing program must keep a  
488 record of:
- 489                1. The registration number of the peer-to-peer vehicle;  
490                2. The name and address of the peer-to-peer vehicle  
491 driver;
- 492                3. The driver license number of the peer-to-peer vehicle  
493 driver and the place where the license was issued; and
- 494                4. Each other person, if any, who will operate the peer-  
495 to-peer vehicle.
- 496            (d) Such record must be open to inspection by any police  
497 officer, or officer or employee of the Department of Law  
498 Enforcement.
- 499            (e) If a peer-to-peer vehicle-sharing program rents a  
500 peer-to-peer vehicle to a driver through digital, electronic, or

501 other means that allow the driver to obtain possession of the  
502 vehicle without direct contact with an agent, an employee of the  
503 peer-to-peer vehicle-sharing program, or the vehicle owner, or  
504 if the driver does not execute a peer-to-peer vehicle-sharing  
505 program agreement at the time he or she takes possession of the  
506 vehicle, the peer-to-peer vehicle-sharing program is deemed to  
507 have met all requirements of paragraphs (a) and (b) when the  
508 program, at the time the driver enrolls in a membership program,  
509 master agreement, or other means of establishing use of the  
510 program's services, or any time thereafter, requires the driver  
511 to verify that he or she is duly licensed and that the license  
512 is unexpired.

513 Section 3. This act shall take effect July 1, 2020.