
ENGROSSED SUBSTITUTE SENATE BILL 6455

State of Washington

62nd Legislature

2012 Regular Session

By Senate Transportation (originally sponsored by Senators Haugen and Shin; by request of Governor Gregoire)

READ FIRST TIME 02/07/12.

1 AN ACT Relating to transportation revenue; amending RCW 46.17.100,
2 46.17.200, 46.20.293, 46.29.050, 46.52.130, 46.70.061, and 46.70.180;
3 and providing an effective date.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 46.17.100 and 2010 c 161 s 508 are each amended to
6 read as follows:

7 Before accepting an application for a certificate of title as
8 required in this title, the department, county auditor or other agent,
9 or subagent appointed by the director shall require the applicant to
10 pay a ((~~five~~)) twelve dollar and fifty cent application fee in addition
11 to any other fees and taxes required by law. The certificate of title
12 application fee must be distributed under RCW 46.68.020.

13 **Sec. 2.** RCW 46.17.200 and 2011 c 171 s 56 are each amended to read
14 as follows:

15 (1) In addition to all other fees and taxes required by law, the
16 department, county auditor or other agent, or subagent appointed by the
17 director shall charge:

1 (a) The following license plate fees for each license plate, unless
2 the owner or type of vehicle is exempt from payment:

FEE TYPE	FEE	DISTRIBUTION
<u>Original issue</u>	<u>\$ 10.00</u>	<u>RCW 46.68.070</u>
Reflectivity	\$ 2.00	RCW 46.68.070
Replacement	\$ 10.00	RCW 46.68.070
<u>Original issue,</u>	<u>\$ 4.00</u>	<u>RCW 46.68.070</u>
<u>motorcycle</u>		
Replacement,	(\$ 2.00)	RCW 46.68.070
motorcycle	<u>\$ 4.00</u>	
Original issue, moped	\$1.50	RCW 46.68.070

12 (b) A license plate retention fee, as required under RCW
13 46.16A.200(10)(~~(a)(iii)~~) (c), of twenty dollars if the owner wishes
14 to retain the current license plate number upon license plate
15 replacement, unless the owner or type of vehicle is exempt from
16 payment. The twenty dollar fee must be deposited in the multimodal
17 transportation account created in RCW 47.66.070.

18 (c) A ten dollar license plate transfer fee, as required under RCW
19 46.16A.200(8)(a), when transferring standard issue license plates from
20 one vehicle to another, unless the owner or type of vehicle is exempt
21 from payment. The ten dollar license plate transfer fee must be
22 deposited in the motor vehicle fund created in RCW 46.68.070.

23 (d) Former prisoner of war license plates, as described in RCW
24 46.18.235, may be transferred to a replacement vehicle upon payment of
25 a five dollar license plate fee, in addition to any other fee required
26 by law.

27 (2) The department may, upon request, provide license plates that
28 have been used and returned to the department to individuals for
29 nonvehicular use. The department may charge a fee of up to five
30 dollars per license plate to cover costs or recovery for postage and
31 handling. The department may waive the fee for license plates used in
32 educational projects and may, by rule, provide standards for the fee
33 waiver and restrictions on the number of license plates provided to any
34 one person. The fee must be deposited in the motor vehicle fund
35 created in RCW 46.68.070.

1 **Sec. 3.** RCW 46.20.293 and 2007 c 424 s 1 are each amended to read
2 as follows:

3 The department is authorized to provide juvenile courts with the
4 department's record of traffic charges compiled under RCW 46.52.101 and
5 13.50.200, against any minor upon the request of any state juvenile
6 court or duly authorized officer of any juvenile court of this state.
7 Further, the department is authorized to provide any juvenile court
8 with any requested service which the department can reasonably perform
9 which is not inconsistent with its legal authority which substantially
10 aids juvenile courts in handling traffic cases and which promotes
11 highway safety.

12 The department is authorized to furnish to the parent, parents, or
13 guardian of any person under eighteen years of age who is not
14 emancipated from such parent, parents, or guardian, the department
15 records of traffic charges compiled against the person and shall
16 collect for the copy a fee of (~~ten~~) fifteen dollars, fifty percent of
17 which must be deposited in the highway safety fund and fifty percent of
18 which must be deposited according to RCW 46.68.038.

19 **Sec. 4.** RCW 46.29.050 and 2010 c 8 s 9028 are each amended to read
20 as follows:

21 (1) The department shall upon request furnish any person or his or
22 her attorney a certified abstract of his or her driving record, which
23 abstract shall include enumeration of any motor vehicle accidents in
24 which such person has been involved. Such abstract shall (a) indicate
25 the total number of vehicles involved, whether the vehicles were
26 legally parked or moving, and whether the vehicles were occupied at the
27 time of the accident; and (b) contain reference to any convictions of
28 the person for violation of the motor vehicle laws as reported to the
29 department, reference to any findings that the person has committed a
30 traffic infraction which have been reported to the department, and a
31 record of any vehicles registered in the name of the person. The
32 department shall collect for each abstract the sum of (~~ten~~) fifteen
33 dollars, fifty percent of which shall be deposited in the highway
34 safety fund and fifty percent of which must be deposited according to
35 RCW 46.68.038.

36 (2) The department shall upon request furnish any person who may
37 have been injured in person or property by any motor vehicle, with an

1 abstract of all information of record in the department pertaining to
2 the evidence of the ability of any driver or owner of any motor vehicle
3 to respond in damages. The department shall collect for each abstract
4 the sum of (~~ten~~) fifteen dollars, fifty percent of which shall be
5 deposited in the highway safety fund and fifty percent of which must be
6 deposited according to RCW 46.68.038.

7 **Sec. 5.** RCW 46.52.130 and 2010 c 253 s 1 are each amended to read
8 as follows:

9 Upon a proper request, the department may furnish an abstract of a
10 person's driving record as permitted under this section.

11 (1) **Contents of abstract of driving record.** An abstract of a
12 person's driving record, whenever possible, must include:

13 (a) An enumeration of motor vehicle accidents in which the person
14 was driving, including:

15 (i) The total number of vehicles involved;

16 (ii) Whether the vehicles were legally parked or moving;

17 (iii) Whether the vehicles were occupied at the time of the
18 accident; and

19 (iv) Whether the accident resulted in a fatality;

20 (b) Any reported convictions, forfeitures of bail, or findings that
21 an infraction was committed based upon a violation of any motor vehicle
22 law;

23 (c) The status of the person's driving privilege in this state; and

24 (d) Any reports of failure to appear in response to a traffic
25 citation or failure to respond to a notice of infraction served upon
26 the named individual by an arresting officer.

27 (2) **Release of abstract of driving record.** An abstract of a
28 person's driving record may be furnished to the following persons or
29 entities:

30 (a) **Named individuals.** (i) An abstract of the full driving record
31 maintained by the department may be furnished to the individual named
32 in the abstract.

33 (ii) Nothing in this section prevents a court from providing a copy
34 of the driver's abstract to the individual named in the abstract,
35 provided that the named individual has a pending or open infraction or
36 criminal case in that court. A pending case includes criminal cases
37 that have not reached a disposition by plea, stipulation, trial, or

1 amended charge. An open infraction or criminal case includes cases on
2 probation, payment agreement or subject to, or in collections. Courts
3 may charge a reasonable fee for the production and copying of the
4 abstract for the individual.

5 (b) **Employers or prospective employers.** (i) An abstract of the
6 full driving record maintained by the department may be furnished to an
7 employer or prospective employer or an agent acting on behalf of an
8 employer or prospective employer of the named individual for purposes
9 related to driving by the individual as a condition of employment or
10 otherwise at the direction of the employer.

11 (ii) Release of an abstract of the driving record of an employee or
12 prospective employee requires a statement signed by: (A) The employee
13 or prospective employee that authorizes the release of the record; and
14 (B) the employer attesting that the information is necessary for
15 employment purposes related to driving by the individual as a condition
16 of employment or otherwise at the direction of the employer. If the
17 employer or prospective employer authorizes an agent to obtain this
18 information on their behalf, this must be noted in the statement.

19 (iii) Upon request of the person named in the abstract provided
20 under this subsection, and upon that same person furnishing copies of
21 court records ruling that the person was not at fault in a motor
22 vehicle accident, the department must indicate on any abstract provided
23 under this subsection that the person was not at fault in the motor
24 vehicle accident.

25 (c) **Volunteer organizations.** (i) An abstract of the full driving
26 record maintained by the department may be furnished to a volunteer
27 organization or an agent for a volunteer organization for which the
28 named individual has submitted an application for a position that would
29 require driving by the individual at the direction of the volunteer
30 organization.

31 (ii) Release of an abstract of the driving record of a prospective
32 volunteer requires a statement signed by: (A) The prospective
33 volunteer that authorizes the release of the record; and (B) the
34 volunteer organization attesting that the information is necessary for
35 purposes related to driving by the individual at the direction of the
36 volunteer organization. If the volunteer organization authorizes an
37 agent to obtain this information on their behalf, this must be noted in
38 the statement.

1 (d) **Transit authorities.** An abstract of the full driving record
2 maintained by the department may be furnished to an employee or agent
3 of a transit authority checking prospective volunteer vanpool drivers
4 for insurance and risk management needs.

5 (e) **Insurance carriers.** (i) An abstract of the driving record
6 maintained by the department covering the period of not more than the
7 last three years may be furnished to an insurance company or its agent:

8 (A) That has motor vehicle or life insurance in effect covering the
9 named individual;

10 (B) To which the named individual has applied; or

11 (C) That has insurance in effect covering the employer or a
12 prospective employer of the named individual.

13 (ii) The abstract provided to the insurance company must:

14 (A) Not contain any information related to actions committed by law
15 enforcement officers or firefighters, as both terms are defined in RCW
16 41.26.030, or by Washington state patrol officers, while driving
17 official vehicles in the performance of their occupational duty. This
18 does not apply to any situation where the vehicle was used in the
19 commission of a misdemeanor or felony;

20 (B) Include convictions under RCW 46.61.5249 and 46.61.525, except
21 that the abstract must report the convictions only as negligent driving
22 without reference to whether they are for first or second degree
23 negligent driving; and

24 (C) Exclude any deferred prosecution under RCW 10.05.060, except
25 that if a person is removed from a deferred prosecution under RCW
26 10.05.090, the abstract must show the deferred prosecution as well as
27 the removal.

28 (iii) Any policy of insurance may not be canceled, nonrenewed,
29 denied, or have the rate increased on the basis of information
30 regarding an accident included in the abstract of a driving record,
31 unless the policyholder was determined to be at fault.

32 (iv) Any insurance company or its agent, for underwriting purposes
33 relating to the operation of commercial motor vehicles, may not use any
34 information contained in the abstract relative to any person's
35 operation of motor vehicles while not engaged in such employment. Any
36 insurance company or its agent, for underwriting purposes relating to
37 the operation of noncommercial motor vehicles, may not use any

1 information contained in the abstract relative to any person's
2 operation of commercial motor vehicles.

3 (v) The director may enter into a contractual agreement with an
4 insurance company or its agent for the limited purpose of reviewing the
5 driving records of existing policyholders for changes to the record
6 during specified periods of time. The department shall establish a fee
7 for this service, which must be deposited in the highway safety fund.
8 The fee for this service must be set at a level that will not result in
9 a net revenue loss to the state. Any information provided under this
10 subsection must be treated in the same manner and is subject to the
11 same restrictions as driving record abstracts.

12 (f) **Alcohol/drug assessment or treatment agencies.** An abstract of
13 the driving record maintained by the department covering the period of
14 not more than the last five years may be furnished to an alcohol/drug
15 assessment or treatment agency approved by the department of social and
16 health services to which the named individual has applied or been
17 assigned for evaluation or treatment, for purposes of assisting
18 employees in making a determination as to what level of treatment, if
19 any, is appropriate, except that the abstract must:

20 (i) Also include records of alcohol-related offenses, as defined in
21 RCW 46.01.260(2), covering a period of not more than the last ten
22 years; and

23 (ii) Indicate whether an alcohol-related offense was originally
24 charged as a violation of either RCW 46.61.502 or 46.61.504.

25 (g) **City attorneys and county prosecuting attorneys.** An abstract
26 of the full driving record maintained by the department, including
27 whether a recorded violation is an alcohol-related offense, as defined
28 in RCW 46.01.260(2), that was originally charged as a violation of
29 either RCW 46.61.502 or 46.61.504, may be furnished to city attorneys
30 or county prosecuting attorneys. City attorneys and county prosecuting
31 attorneys may provide the driving record to alcohol/drug assessment or
32 treatment agencies approved by the department of social and health
33 services to which the named individual has applied or been assigned for
34 evaluation or treatment.

35 (h) **State colleges, universities, or agencies, or units of local**
36 **government.** An abstract of the full driving record maintained by the
37 department may be furnished to (i) state colleges, universities, or

1 agencies for employment and risk management purposes or (ii) units of
2 local government authorized to self-insure under RCW 48.62.031 for
3 employment and risk management purposes.

4 (i) **Superintendent of public instruction.** An abstract of the full
5 driving record maintained by the department may be furnished to the
6 superintendent of public instruction for review of public school bus
7 driver records. The superintendent or superintendent's designee may
8 discuss information on the driving record with an authorized
9 representative of the employing school district for employment and risk
10 management purposes.

11 (3) **Release to third parties prohibited.** Any person or entity
12 receiving an abstract of a person's driving record under subsection
13 (2)(b) through (i) of this section shall use the abstract exclusively
14 for his, her, or its own purposes or as otherwise expressly permitted
15 under this section, and shall not divulge any information contained in
16 the abstract to a third party.

17 (4) **Fee.** The director shall collect a (~~ten~~) fifteen dollar fee
18 for each abstract of a person's driving record furnished by the
19 department. Fifty percent of the fee must be deposited in the highway
20 safety fund, and fifty percent of the fee must be deposited according
21 to RCW 46.68.038.

22 (5) **Violation.** (a) Any negligent violation of this section is a
23 gross misdemeanor.

24 (b) Any intentional violation of this section is a class C felony.

25 **Sec. 6.** RCW 46.70.061 and 2002 c 352 s 23 are each amended to read
26 as follows:

27 (1) The annual fees for original licenses issued for twelve
28 consecutive months from the date of issuance under this chapter shall
29 be:

30 (a) Vehicle dealers, principal place of business for each and every
31 license classification: (~~Seven~~) Nine hundred (~~fifty~~) seventy-five
32 dollars;

33 (b) Vehicle dealers, each subagency, and temporary subagency: One
34 hundred dollars;

35 (c) Vehicle manufacturers: Five hundred dollars.

36 (2) The annual fee for renewal of any license issued pursuant to
37 this chapter shall be:

1 (a) Vehicle dealers, principal place of business for each and every
2 license classification: (~~Two~~) Three hundred (~~fifty~~) twenty-five
3 dollars;

4 (b) Vehicle dealer, each and every subagency: Twenty-five dollars;

5 (c) Vehicle manufacturers: Two hundred fifty dollars.

6 If any licensee fails or neglects to apply for such renewal within
7 thirty days after the expiration of the license, or assigned renewal
8 date under a staggered licensing system, the license shall be declared
9 canceled by the director, in which case the licensee will be required
10 to apply for an original license and pay the fee required for the
11 original license.

12 (3) The fee for the transfer to another location of any license
13 classification issued pursuant to this chapter shall be twenty-five
14 dollars.

15 (4) The fee for vehicle dealer license plates and manufacturer
16 license plates shall be the amount required by law for vehicle license
17 plates exclusive of excise tax and gross weight and tonnage fees.

18 (5) All fees collected under this chapter shall be deposited in the
19 state treasury and credited to the motor vehicle fund.

20 (6) The fees prescribed in this section are in addition to any
21 excise taxes imposed by chapter 82.44 RCW.

22 **Sec. 7.** RCW 46.70.180 and 2010 c 161 s 1136 are each amended to
23 read as follows:

24 Each of the following acts or practices is unlawful:

25 (1) To cause or permit to be advertised, printed, displayed,
26 published, distributed, broadcasted, televised, or disseminated in any
27 manner whatsoever, any statement or representation with regard to the
28 sale, lease, or financing of a vehicle which is false, deceptive, or
29 misleading, including but not limited to the following:

30 (a) That no down payment is required in connection with the sale of
31 a vehicle when a down payment is in fact required, or that a vehicle
32 may be purchased for a smaller down payment than is actually required;

33 (b) That a certain percentage of the sale price of a vehicle may be
34 financed when such financing is not offered in a single document
35 evidencing the entire security transaction;

36 (c) That a certain percentage is the amount of the service charge

1 to be charged for financing, without stating whether this percentage
2 charge is a monthly amount or an amount to be charged per year;

3 (d) That a new vehicle will be sold for a certain amount above or
4 below cost without computing cost as the exact amount of the factory
5 invoice on the specific vehicle to be sold;

6 (e) That a vehicle will be sold upon a monthly payment of a certain
7 amount, without including in the statement the number of payments of
8 that same amount which are required to liquidate the unpaid purchase
9 price.

10 (2)(a)(i) To incorporate within the terms of any purchase and sale
11 or lease agreement any statement or representation with regard to the
12 sale, lease, or financing of a vehicle which is false, deceptive, or
13 misleading, including but not limited to terms that include as an added
14 cost to the selling price or capitalized cost of a vehicle an amount
15 for licensing or transfer of title of that vehicle which is not
16 actually due to the state, unless such amount has in fact been paid by
17 the dealer prior to such sale.

18 (ii) However, an amount not to exceed (~~the applicable amount~~
19 ~~provided in (iii)(A) and (B) of this subsection (2)(a)~~) one hundred
20 fifty dollars per vehicle sale or lease may be charged by a dealer to
21 recover administrative costs for collecting motor vehicle excise taxes,
22 licensing and registration fees and other agency fees, verifying and
23 clearing titles, transferring titles, perfecting, releasing, or
24 satisfying liens or other security interests, and other administrative
25 and documentary services rendered by a dealer in connection with the
26 sale or lease of a vehicle and in carrying out the requirements of this
27 chapter or any other provisions of state law.

28 (~~(iii) A dealer may charge under (a)(ii) of this subsection:~~

29 ~~(A) As of July 26, 2009, through June 30, 2014, an amount not to~~
30 ~~exceed one hundred fifty dollars; and~~

31 ~~(B) As of July 1, 2014, an amount not to exceed fifty dollars.)~~

32 (b) A dealer may charge the documentary service fee in (a) of this
33 subsection under the following conditions:

34 (i) The documentary service fee is disclosed in writing to a
35 prospective purchaser or lessee before the execution of a purchase and
36 sale or lease agreement;

37 (ii) The dealer discloses to the purchaser or lessee in writing
38 that the documentary service fee is a negotiable fee. The disclosure

1 must be written in a typeface that is at least as large as the typeface
2 used in the standard text of the document that contains the disclosure
3 and that is bold faced, capitalized, underlined, or otherwise set out
4 from the surrounding material so as to be conspicuous. The dealer
5 shall not represent to the purchaser or lessee that the fee or charge
6 is required by the state to be paid by either the dealer or prospective
7 purchaser or lessee;

8 (iii) The documentary service fee is separately designated from the
9 selling price or capitalized cost of the vehicle and from any other
10 taxes, fees, or charges; and

11 (iv) Dealers disclose in any advertisement that a documentary
12 service fee in an amount (~~(provided in (iv)(A) and (B) of this~~
13 ~~subsection (2)(b))~~) up to one hundred fifty dollars may be added to the
14 sale price or the capitalized cost((÷

15 ~~(A) As of July 26, 2009, through June 30, 2014, an amount up to one~~
16 ~~hundred fifty dollars; and~~

17 ~~(B) As of July 1, 2014, an amount up to fifty dollars)).~~

18 For the purposes of this subsection (2), the term "documentary
19 service fee" means the optional amount charged by a dealer to provide
20 the services specified in (a) of this subsection.

21 (3) To set up, promote, or aid in the promotion of a plan by which
22 vehicles are to be sold or leased to a person for a consideration and
23 upon further consideration that the purchaser or lessee agrees to
24 secure one or more persons to participate in the plan by respectively
25 making a similar purchase and in turn agreeing to secure one or more
26 persons likewise to join in said plan, each purchaser or lessee being
27 given the right to secure money, credits, goods, or something of value,
28 depending upon the number of persons joining the plan.

29 (4) To commit, allow, or ratify any act of "bushing" which is
30 defined as follows: Entering into a written contract, written purchase
31 order or agreement, retail installment sales agreement, note and
32 security agreement, or written lease agreement, hereinafter
33 collectively referred to as contract or lease, signed by the
34 prospective buyer or lessee of a vehicle, which:

35 (a) Is subject to any conditions or the dealer's or his or her
36 authorized representative's future acceptance, and the dealer fails or
37 refuses within four calendar days, exclusive of Saturday, Sunday, or
38 legal holiday, and prior to any further negotiations with said buyer or

1 lessee to inform the buyer or lessee either: (i) That the dealer
2 unconditionally accepts the contract or lease, having satisfied,
3 removed, or waived all conditions to acceptance or performance,
4 including, but not limited to, financing, assignment, or lease
5 approval; or (ii) that the dealer rejects the contract or lease,
6 thereby automatically voiding the contract or lease, as long as such
7 voiding does not negate commercially reasonable contract or lease
8 provisions pertaining to the return of the subject vehicle and any
9 physical damage, excessive mileage after the demand for return of the
10 vehicle, and attorneys' fees authorized by law, and tenders the refund
11 of any initial payment or security made or given by the buyer or
12 lessee, including, but not limited to, any down payment, and tenders
13 return of the trade-in vehicle, key, other trade-in, or certificate of
14 title to a trade-in. Tender may be conditioned on return of the
15 subject vehicle if previously delivered to the buyer or lessee.

16 The provisions of this subsection (4)(a) do not impair, prejudice,
17 or abrogate the rights of a dealer to assert a claim against the buyer
18 or lessee for misrepresentation or breach of contract and to exercise
19 all remedies available at law or in equity, including those under
20 chapter 62A.9A RCW, if the dealer, bank, or other lender or leasing
21 company discovers that approval of the contract or financing or
22 approval of the lease was based upon material misrepresentations made
23 by the buyer or lessee, including, but not limited to,
24 misrepresentations regarding income, employment, or debt of the buyer
25 or lessee, as long as the dealer, or his or her staff, has not, with
26 knowledge of the material misrepresentation, aided, assisted,
27 encouraged, or participated, directly or indirectly, in the
28 misrepresentation. A dealer shall not be in violation of this
29 subsection (4)(a) if the buyer or lessee made a material
30 misrepresentation to the dealer, as long as the dealer, or his or her
31 staff, has not, with knowledge of the material misrepresentation,
32 aided, assisted, encouraged, or participated, directly or indirectly,
33 in the misrepresentation.

34 When a dealer informs a buyer or lessee under this subsection
35 (4)(a) regarding the unconditional acceptance or rejection of the
36 contract, lease, or financing by an electronic mail message, the dealer
37 must also transmit the communication by any additional means;

1 (b) Permits the dealer to renegotiate a dollar amount specified as
2 trade-in allowance on a vehicle delivered or to be delivered by the
3 buyer or lessee as part of the purchase price or lease, for any reason
4 except:

5 (i) Failure to disclose that the vehicle's certificate of title has
6 been branded for any reason, including, but not limited to, status as
7 a rebuilt vehicle as provided in RCW 46.12.540 and 46.12.560; or

8 (ii) Substantial physical damage or latent mechanical defect
9 occurring before the dealer took possession of the vehicle and which
10 could not have been reasonably discoverable at the time of the taking
11 of the order, offer, or contract; or

12 (iii) Excessive additional miles or a discrepancy in the mileage.
13 "Excessive additional miles" means the addition of five hundred miles
14 or more, as reflected on the vehicle's odometer, between the time the
15 vehicle was first valued by the dealer for purposes of determining its
16 trade-in value and the time of actual delivery of the vehicle to the
17 dealer. "A discrepancy in the mileage" means (A) a discrepancy between
18 the mileage reflected on the vehicle's odometer and the stated mileage
19 on the signed odometer statement; or (B) a discrepancy between the
20 mileage stated on the signed odometer statement and the actual mileage
21 on the vehicle; or

22 (c) Fails to comply with the obligation of any written warranty or
23 guarantee given by the dealer requiring the furnishing of services or
24 repairs within a reasonable time.

25 (5) To commit any offense relating to odometers, as such offenses
26 are defined in RCW 46.37.540, 46.37.550, 46.37.560, and 46.37.570. A
27 violation of this subsection is a class C felony punishable under
28 chapter 9A.20 RCW.

29 (6) For any vehicle dealer or vehicle salesperson to refuse to
30 furnish, upon request of a prospective purchaser or lessee, for
31 vehicles previously registered to a business or governmental entity,
32 the name and address of the business or governmental entity.

33 (7) To commit any other offense under RCW 46.37.423, 46.37.424, or
34 46.37.425.

35 (8) To commit any offense relating to a dealer's temporary license
36 permit, including but not limited to failure to properly complete each
37 such permit, or the issuance of more than one such permit on any one

1 vehicle. However, a dealer may issue a second temporary permit on a
2 vehicle if the following conditions are met:

3 (a) The lienholder fails to deliver the vehicle title to the dealer
4 within the required time period;

5 (b) The dealer has satisfied the lien; and

6 (c) The dealer has proof that payment of the lien was made within
7 two calendar days, exclusive of Saturday, Sunday, or a legal holiday,
8 after the sales contract has been executed by all parties and all
9 conditions and contingencies in the sales contract have been met or
10 otherwise satisfied.

11 (9) For a dealer, salesperson, or mobile home manufacturer, having
12 taken an instrument or cash "on deposit" from a purchaser or lessee
13 prior to the delivery of the bargained-for vehicle, to commingle the
14 "on deposit" funds with assets of the dealer, salesperson, or mobile
15 home manufacturer instead of holding the "on deposit" funds as trustee
16 in a separate trust account until the purchaser or lessee has taken
17 delivery of the bargained-for vehicle. Delivery of a manufactured home
18 shall be deemed to occur in accordance with RCW 46.70.135(5). Failure,
19 immediately upon receipt, to endorse "on deposit" instruments to such
20 a trust account, or to set aside "on deposit" cash for deposit in such
21 trust account, and failure to deposit such instruments or cash in such
22 trust account by the close of banking hours on the day following
23 receipt thereof, shall be evidence of intent to commit this unlawful
24 practice: PROVIDED, HOWEVER, That a motor vehicle dealer may keep a
25 separate trust account which equals his or her customary total customer
26 deposits for vehicles for future delivery. For purposes of this
27 section, "on deposit" funds received from a purchaser of a manufactured
28 home means those funds that a seller requires a purchaser to advance
29 before ordering the manufactured home, but does not include any loan
30 proceeds or moneys that might have been paid on an installment
31 contract.

32 (10) For a dealer or manufacturer to fail to comply with the
33 obligations of any written warranty or guarantee given by the dealer or
34 manufacturer requiring the furnishing of goods and services or repairs
35 within a reasonable period of time, or to fail to furnish to a
36 purchaser or lessee, all parts which attach to the manufactured unit
37 including but not limited to the undercarriage, and all items specified

1 in the terms of a sales or lease agreement signed by the seller and
2 buyer or lessee.

3 (11) For a vehicle dealer to pay to or receive from any person,
4 firm, partnership, association, or corporation acting, either directly
5 or through a subsidiary, as a buyer's agent for consumers, any
6 compensation, fee, purchase moneys or funds that have been deposited
7 into or withdrawn out of any account controlled or used by any buyer's
8 agent, gratuity, or reward in connection with the purchase, sale, or
9 lease of a new motor vehicle.

10 (12) For a buyer's agent, acting directly or through a subsidiary,
11 to pay to or to receive from any motor vehicle dealer any compensation,
12 fee, gratuity, or reward in connection with the purchase, sale, or
13 lease of a new motor vehicle. In addition, it is unlawful for any
14 buyer's agent to engage in any of the following acts on behalf of or in
15 the name of the consumer:

16 (a) Receiving or paying any purchase moneys or funds into or out of
17 any account controlled or used by any buyer's agent;

18 (b) Signing any vehicle purchase orders, sales contracts, leases,
19 odometer statements, or title documents, or having the name of the
20 buyer's agent appear on the vehicle purchase order, sales contract,
21 lease, or title; or

22 (c) Signing any other documentation relating to the purchase, sale,
23 lease, or transfer of any new motor vehicle.

24 It is unlawful for a buyer's agent to use a power of attorney
25 obtained from the consumer to accomplish or effect the purchase, sale,
26 lease, or transfer of ownership documents of any new motor vehicle by
27 any means which would otherwise be prohibited under (a) through (c) of
28 this subsection. However, the buyer's agent may use a power of
29 attorney for physical delivery of motor vehicle license plates to the
30 consumer.

31 Further, it is unlawful for a buyer's agent to engage in any false,
32 deceptive, or misleading advertising, disseminated in any manner
33 whatsoever, including but not limited to making any claim or statement
34 that the buyer's agent offers, obtains, or guarantees the lowest price
35 on any motor vehicle or words to similar effect.

36 (13) For a buyer's agent to arrange for or to negotiate the
37 purchase, or both, of a new motor vehicle through an out-of-state
38 dealer without disclosing in writing to the customer that the new

1 vehicle would not be subject to chapter 19.118 RCW. This subsection
2 also applies to leased vehicles. In addition, it is unlawful for any
3 buyer's agent to fail to have a written agreement with the customer
4 that: (a) Sets forth the terms of the parties' agreement; (b)
5 discloses to the customer the total amount of any fees or other
6 compensation being paid by the customer to the buyer's agent for the
7 agent's services; and (c) further discloses whether the fee or any
8 portion of the fee is refundable.

9 (14) Being a manufacturer, other than a motorcycle manufacturer
10 governed by chapter 46.93 RCW, to:

11 (a) Coerce or attempt to coerce any vehicle dealer to order or
12 accept delivery of any vehicle or vehicles, parts or accessories, or
13 any other commodities which have not been voluntarily ordered by the
14 vehicle dealer: PROVIDED, That recommendation, endorsement,
15 exposition, persuasion, urging, or argument are not deemed to
16 constitute coercion;

17 (b) Cancel or fail to renew the franchise or selling agreement of
18 any vehicle dealer doing business in this state without fairly
19 compensating the dealer at a fair going business value for his or her
20 capital investment which shall include but not be limited to tools,
21 equipment, and parts inventory possessed by the dealer on the day he or
22 she is notified of such cancellation or termination and which are still
23 within the dealer's possession on the day the cancellation or
24 termination is effective, if: (i) The capital investment has been
25 entered into with reasonable and prudent business judgment for the
26 purpose of fulfilling the franchise; and (ii) the cancellation or
27 nonrenewal was not done in good faith. Good faith is defined as the
28 duty of each party to any franchise to act in a fair and equitable
29 manner towards each other, so as to guarantee one party freedom from
30 coercion, intimidation, or threats of coercion or intimidation from the
31 other party: PROVIDED, That recommendation, endorsement, exposition,
32 persuasion, urging, or argument are not deemed to constitute a lack of
33 good faith;

34 (c) Encourage, aid, abet, or teach a vehicle dealer to sell or
35 lease vehicles through any false, deceptive, or misleading sales or
36 financing practices including but not limited to those practices
37 declared unlawful in this section;

1 (d) Coerce or attempt to coerce a vehicle dealer to engage in any
2 practice forbidden in this section by either threats of actual
3 cancellation or failure to renew the dealer's franchise agreement;

4 (e) Refuse to deliver any vehicle publicly advertised for immediate
5 delivery to any duly licensed vehicle dealer having a franchise or
6 contractual agreement for the retail sale or lease of new and unused
7 vehicles sold or distributed by such manufacturer within sixty days
8 after such dealer's order has been received in writing unless caused by
9 inability to deliver because of shortage or curtailment of material,
10 labor, transportation, or utility services, or by any labor or
11 production difficulty, or by any cause beyond the reasonable control of
12 the manufacturer;

13 (f) To provide under the terms of any warranty that a purchaser or
14 lessee of any new or unused vehicle that has been sold or leased,
15 distributed for sale or lease, or transferred into this state for
16 resale or lease by the vehicle manufacturer may only make any warranty
17 claim on any item included as an integral part of the vehicle against
18 the manufacturer of that item.

19 Nothing in this section may be construed to impair the obligations
20 of a contract or to prevent a manufacturer, distributor,
21 representative, or any other person, whether or not licensed under this
22 chapter, from requiring performance of a written contract entered into
23 with any licensee hereunder, nor does the requirement of such
24 performance constitute a violation of any of the provisions of this
25 section if any such contract or the terms thereof requiring
26 performance, have been freely entered into and executed between the
27 contracting parties. This paragraph and subsection (14)(b) of this
28 section do not apply to new motor vehicle manufacturers governed by
29 chapter 46.96 RCW.

30 (15) Unlawful transfer of an ownership interest in a motor vehicle
31 as defined in RCW 19.116.050.

32 (16) To knowingly and intentionally engage in collusion with a
33 registered owner of a vehicle to repossess and return or resell the
34 vehicle to the registered owner in an attempt to avoid a suspended
35 license impound under chapter 46.55 RCW. However, compliance with
36 chapter 62A.9A RCW in repossessing, selling, leasing, or otherwise
37 disposing of the vehicle, including providing redemption rights to the
38 debtor, is not a violation of this section.

1 (17)(a) For a dealer to enter into a new motor vehicle sales
2 contract without disclosing in writing to a buyer of the new motor
3 vehicle, or to a dealer in the case of an unregistered motor vehicle,
4 any known damage and repair to the new motor vehicle if the damage
5 exceeds five percent of the manufacturer's suggested retail price as
6 calculated at the dealer's authorized warranty rate for labor and
7 parts, or one thousand dollars, whichever amount is greater. A
8 manufacturer or new motor vehicle dealer is not required to disclose to
9 a dealer or buyer that glass, tires, bumpers, or cosmetic parts of a
10 new motor vehicle were damaged at any time if the damaged item has been
11 replaced with original or comparable equipment. A replaced part is not
12 part of the cumulative damage required to be disclosed under this
13 subsection.

14 (b) A manufacturer is required to provide the same disclosure to a
15 dealer of any known damage or repair as required in (a) of this
16 subsection.

17 (c) If disclosure of any known damage or repair is not required
18 under this section, a buyer may not revoke or rescind a sales contract
19 due to the fact that the new motor vehicle was damaged and repaired
20 before completion of the sale.

21 (d) As used in this section:

22 (i) "Cosmetic parts" means parts that are attached by and can be
23 replaced in total through the use of screws, bolts, or other fasteners
24 without the use of welding or thermal cutting, and includes
25 windshields, bumpers, hoods, or trim panels.

26 (ii) "Manufacturer's suggested retail price" means the retail price
27 of the new motor vehicle suggested by the manufacturer, and includes
28 the retail delivered price suggested by the manufacturer for each
29 accessory or item of optional equipment physically attached to the new
30 motor vehicle at the time of delivery to the new motor vehicle dealer
31 that is not included within the retail price suggested by the
32 manufacturer for the new motor vehicle.

33 NEW SECTION. **Sec. 8.** This act takes effect October 1, 2012.

--- END ---