



26 | vehicle; creating s. 627.7483, F.S.; providing  
27 | definitions; specifying insurance requirements for  
28 | shared vehicle owners and shared vehicle drivers under  
29 | peer-to-peer car-sharing programs; providing that a  
30 | peer-to-peer car-sharing program has an insurable  
31 | interest in a shared vehicle during certain periods;  
32 | providing construction; authorizing peer-to-peer car-  
33 | sharing programs to own and maintain certain motor  
34 | vehicle insurance policies; requiring peer-to-peer  
35 | car-sharing programs to assume certain liability;  
36 | providing exceptions; requiring a shared vehicle  
37 | owner's insurer to indemnify the peer-to-peer car-  
38 | sharing program under certain circumstances; providing  
39 | an exemption from vicarious liability for peer-to-peer  
40 | car-sharing programs and shared vehicle owners;  
41 | authorizing motor vehicle insurers to exclude  
42 | coverages and a duty to defend or indemnify claims  
43 | under a shared vehicle owner's policy; providing  
44 | construction relating to exclusions; providing a right  
45 | of recovery to a shared vehicle owner's insurer for  
46 | certain claims; requiring peer-to-peer car-sharing  
47 | programs to provide certain information to shared  
48 | vehicle owners regarding liens; specifying  
49 | recordkeeping, record retention, and record-sharing  
50 | requirements for peer-to-peer car-sharing programs;

51 specifying disclosure requirements for peer-to-peer  
52 car-sharing program agreements; specifying driver  
53 license verification and data retention requirements  
54 for peer-to-peer car-sharing programs; providing that  
55 peer-to-peer car-sharing programs have sole  
56 responsibility for certain equipment in or on a shared  
57 vehicle; providing for indemnification regarding such  
58 equipment; specifying requirements for peer-to-peer  
59 car-sharing programs relating to safety recalls on a  
60 shared vehicle; providing construction; providing an  
61 effective date.

62  
63 Be It Enacted by the Legislature of the State of Florida:

64  
65 Section 1. Paragraph (c) of subsection (1) of section  
66 212.05, Florida Statutes, is amended to read:

67 212.05 Sales, storage, use tax.—It is hereby declared to  
68 be the legislative intent that every person is exercising a  
69 taxable privilege who engages in the business of selling  
70 tangible personal property at retail in this state, including  
71 the business of making mail order sales, or who rents or  
72 furnishes any of the things or services taxable under this  
73 chapter, or who stores for use or consumption in this state any  
74 item or article of tangible personal property as defined herein  
75 and who leases or rents such property within the state.

76 (1) For the exercise of such privilege, a tax is levied on  
77 each taxable transaction or incident, which tax is due and  
78 payable as follows:

79 (c) At the rate of 6 percent of the gross proceeds derived  
80 from the lease or rental of tangible personal property, as  
81 defined herein; however, the following special provisions apply  
82 to the lease or rental of motor vehicles and to peer-to-peer  
83 car-sharing programs:

84 1. When a motor vehicle is leased or rented by a motor  
85 vehicle rental company or a peer-to-peer car-sharing program, as  
86 those terms are defined in s. 212.0606(1), for a period of less  
87 than 12 months:

88 a. If the motor vehicle is rented in Florida, the entire  
89 amount of such rental is taxable, even if the vehicle is dropped  
90 off in another state.

91 b. If the motor vehicle is rented in another state and  
92 dropped off in Florida, the rental is exempt from Florida tax.

93 c. If the motor vehicle is rented through a peer-to-peer  
94 car-sharing program, the peer-to-peer car-sharing program shall  
95 collect and remit the applicable tax due in connection with the  
96 rental.

97 2. Except as provided in subparagraph 3., for the lease or  
98 rental of a motor vehicle for a period of not less than 12  
99 months, sales tax is due on the lease or rental payments if the  
100 vehicle is registered in this state; provided, however, that no

101 tax shall be due if the taxpayer documents use of the motor  
 102 vehicle outside this state and tax is being paid on the lease or  
 103 rental payments in another state.

104 3. The tax imposed by this chapter does not apply to the  
 105 lease or rental of a commercial motor vehicle as defined in s.  
 106 316.003(13)(a) to one lessee or rentee for a period of not less  
 107 than 12 months when tax was paid on the purchase price of such  
 108 vehicle by the lessor. To the extent tax was paid with respect  
 109 to the purchase of such vehicle in another state, territory of  
 110 the United States, or the District of Columbia, the Florida tax  
 111 payable shall be reduced in accordance with ~~the provisions of s.~~  
 112 212.06(7). This subparagraph shall only be available when the  
 113 lease or rental of such property is an established business or  
 114 part of an established business or the same is incidental or  
 115 germane to such business.

116 Section 2. Section 212.0606, Florida Statutes, is amended  
 117 to read:

118 212.0606 Rental car surcharge.—

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

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

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

126 | with car-sharing service members;  
 127 |       2. Twenty-four hours per day, 7 days per week;  
 128 |       3. Only through automated means, including, but not  
 129 | limited to, a smartphone application or an electronic membership  
 130 | card;  
 131 |       4. On an hourly basis or for a shorter increment of time;  
 132 |       5. Without a separate fee for refueling the motor vehicle;  
 133 |       6. Without a separate fee for minimum financial  
 134 | responsibility liability insurance; and  
 135 |       7. Owned or controlled by the car-sharing service or its  
 136 | affiliates.  
 137 |       (b) "Motor vehicle rental company" means an entity that is  
 138 | in the business of providing, for financial consideration, motor  
 139 | vehicles to the public under a rental agreement.  
 140 |       (c) "Peer-to-peer car-sharing program" has the same  
 141 | meaning as in s. 627.7483(1).  
 142 |       (2) Except as provided in subsections (3) and (4)  
 143 | subsection (2), a surcharge of \$2 per day or any part of a day  
 144 | is imposed upon the lease or rental by a motor vehicle rental  
 145 | company of a motor vehicle that is licensed for hire and  
 146 | designed to carry fewer than nine passengers, regardless of  
 147 | whether the motor vehicle is licensed in this state, for  
 148 | financial consideration and without transfer of the title of the  
 149 | motor vehicle. The surcharge is imposed regardless of whether  
 150 | the lease or rental occurs in person or through digital means.

151 The surcharge applies to only the first 30 days of the term of a  
152 lease or rental and must be collected and remitted by the motor  
153 vehicle rental company. The surcharge is subject to all  
154 applicable taxes imposed by this chapter.

155 (3) A surcharge of \$1 per day or any part of a day is  
156 imposed upon each peer-to-peer car-sharing program agreement  
157 involving a shared vehicle that is registered in this state and  
158 designed to carry fewer than nine passengers for financial  
159 consideration and without transfer of the title of the shared  
160 vehicle. If the duration of the car-sharing period for a peer  
161 to-peer car-sharing program agreement subject to the surcharge  
162 established pursuant to this subsection is less than 24 hours,  
163 the applicable surcharge will be \$1 per usage. The surcharge  
164 applies to the first 30 days only of a car-sharing period for  
165 any peer-to-peer car-sharing program agreement to which the  
166 surcharge applies and must be collected by the peer-to-peer car-  
167 sharing program. The surcharge is subject to all applicable  
168 taxes imposed by this chapter.

169 (4) ~~(2)~~ A member of a car-sharing service who uses a motor  
170 vehicle as described in subsection (2) ~~(1)~~ for less than 24  
171 hours pursuant to an agreement with the car-sharing service  
172 shall pay a surcharge of \$1 per usage. A member of a car-sharing  
173 service who uses the same motor vehicle for 24 hours or more  
174 shall pay a surcharge of \$2 per day or any part of a day as  
175 provided in subsection (2) ~~(1)~~. The car-sharing service shall

176 collect the surcharge ~~For purposes of this subsection, the term~~  
177 ~~"car sharing service" means a membership-based organization or~~  
178 ~~business, or division thereof, which requires the payment of an~~  
179 ~~application or membership fee and provides member access to~~  
180 ~~motor vehicles:~~

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

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

185 ~~(c) Only through automated means, including, but not~~  
186 ~~limited to, smartphone applications or electronic membership~~  
187 ~~cards;~~

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

189 ~~(e) Without a separate fee for refueling the motor~~  
190 ~~vehicle;~~

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

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

195  
196 The surcharge imposed under this subsection does not apply to  
197 the lease, rental, or use of a motor vehicle from a location  
198 owned, operated, or leased by or for the benefit of an airport  
199 or airport authority.

200 (5) (a) (3) (a) Notwithstanding s. 212.20, and less the costs

201 of administration, 80 percent of the proceeds of this surcharge  
202 shall be deposited in the State Transportation Trust Fund, 15.75  
203 percent of the proceeds of this surcharge shall be deposited in  
204 the Tourism Promotional Trust Fund created in s. 288.122, and  
205 4.25 percent of the proceeds of this surcharge shall be  
206 deposited in the Florida International Trade and Promotion Trust  
207 Fund. For the purposes of this subsection, the term "proceeds of  
208 this surcharge" ~~of the surcharge~~ means all funds collected and  
209 received by the department under this section, including  
210 interest and penalties on delinquent surcharges. The department  
211 shall provide the Department of Transportation rental car  
212 surcharge revenue information for the previous state fiscal year  
213 by September 1 of each year.

214 (b) Notwithstanding any other ~~provision of~~ law, the  
215 proceeds deposited in the State Transportation Trust Fund shall  
216 be allocated on an annual basis in the Department of  
217 Transportation's work program to each department district,  
218 except the Turnpike District. The amount allocated to each  
219 district shall be based on the amount of proceeds attributed to  
220 the counties within each respective district.

221 (6) (a) (4) Except as provided in this section, the  
222 department shall administer, collect, and enforce the surcharges  
223 ~~surcharge~~ as provided in this chapter.

224 (b) (a) The department shall require a dealer ~~dealers~~ to  
225 report surcharge collections according to the county to which

226 the surcharge was attributed. For purposes of this section, the  
227 surcharge shall be attributed to the county in which ~~where~~ the  
228 rental agreement was entered into, except that, for peer-to-peer  
229 car-sharing, the surcharge shall be attributable to the county  
230 corresponding to the location of the motor vehicle at the car-  
231 sharing start time.

232 ~~(c)(b)~~ A dealer ~~Dealers~~ who collects a ~~collect the rental~~  
233 ~~car~~ surcharge pursuant to this section shall report to the  
234 department all surcharge revenues attributed to the county in  
235 which ~~where~~ the rental agreement was entered into on a timely  
236 filed return for each required reporting period, except that, in  
237 the case of peer-to-peer car sharing, the peer-to-peer car-  
238 sharing program shall report the applicable surcharge revenue  
239 attributed to the county corresponding to the location of the  
240 motor vehicle at the car-sharing start time. The provisions of  
241 this chapter which apply to interest and penalties on delinquent  
242 taxes apply to the surcharge. The surcharge shall not be  
243 included in the calculation of estimated taxes pursuant to s.  
244 212.11. The dealer's credit provided in s. 212.12 does not apply  
245 to any amount collected under this section.

246 ~~(7)(5)~~ The surcharge imposed by this section does not  
247 apply to a motor vehicle or a shared vehicle provided at no  
248 charge to a person whose motor vehicle is being repaired,  
249 adjusted, or serviced by the entity providing the replacement  
250 motor vehicle.

251 Section 3. Section 627.7483, Florida Statutes, is created  
 252 to read:

253 627.7483 Peer-to-peer car sharing; insurance  
 254 requirements.-

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

256 (a) "Car-sharing delivery period" means the period of time  
 257 during which a shared vehicle is being delivered to the location  
 258 of the car-sharing start time, if applicable, as documented by  
 259 the governing peer-to-peer car-sharing program agreement.

260 (b) "Car-sharing period" means the period of time that  
 261 commences either at the car-sharing delivery period or, if there  
 262 is no car-sharing delivery period, at the car-sharing start time  
 263 and that ends at the car-sharing termination time.

264 (c) "Car-sharing start time" means the time when the  
 265 shared vehicle is under the control of the shared vehicle  
 266 driver, which time occurs at or after the time the reservation  
 267 of the shared vehicle is scheduled to begin, as documented in  
 268 the records of a peer-to-peer car-sharing program.

269 (d) "Car-sharing termination time" means the earliest of  
 270 the following events:

271 1. The expiration of the agreed-upon period of time  
 272 established for the use of a shared vehicle according to the  
 273 terms of the peer-to-peer car-sharing program agreement if the  
 274 shared vehicle is delivered to the location agreed upon in the  
 275 peer-to-peer car-sharing program agreement;

276        2. The time the shared vehicle is returned to a location  
277 as alternatively agreed upon by the shared vehicle owner and  
278 shared vehicle driver, as communicated through a peer-to-peer  
279 car-sharing program, which alternatively agreed-upon location  
280 must be incorporated into the peer-to-peer car-sharing program  
281 agreement; or

282        3. The time the shared vehicle owner takes possession and  
283 control of the shared vehicle.

284        (e) "Peer-to-peer car sharing" or "car sharing" means the  
285 authorized use of a motor vehicle by an individual other than  
286 the vehicle's owner through a peer-to-peer car-sharing program.  
287 For the purposes of this section, the term does not include the  
288 renting of a motor vehicle through a rental car company, the use  
289 of a for-hire vehicle as defined in s. 320.01(15), ridesharing  
290 as defined in s. 341.031(9), a carpool as defined in s.  
291 450.28(3), or the use of a motor vehicle under an agreement for  
292 a car-sharing service as defined in s. 212.0606(1).

293        (f) "Peer-to-peer car-sharing program" means a business  
294 platform that enables peer-to-peer car sharing by connecting  
295 motor vehicle owners with drivers for financial consideration.  
296 For the purposes of this section, the term does not include a  
297 rental car company, a car-sharing service as defined in s.  
298 212.0606(1), a taxicab association, the owner of a for-hire  
299 vehicle as defined in s. 320.01(15), or a service provider that  
300 is solely providing hardware or software as a service to a

301 person or an entity that is not effectuating payment of  
302 financial consideration for use of a shared vehicle.

303 (g) "Peer-to-peer car-sharing program agreement" means the  
304 terms and conditions established by the peer-to-peer car-sharing  
305 program which are applicable to a shared vehicle owner and a  
306 shared vehicle driver and which govern the use of a shared  
307 vehicle through a peer-to-peer car-sharing program. For the  
308 purposes of this section, the term does not include a rental  
309 agreement or an agreement for a for-hire vehicle as defined in  
310 s. 320.01(15) or for a car-sharing service as defined in s.  
311 212.0606(1).

312 (h) "Shared vehicle" means a motor vehicle that is  
313 available for sharing through a peer-to-peer car-sharing  
314 program. For the purposes of this section, the term does not  
315 include a rental car, a for-hire vehicle as defined in s.  
316 320.01(15), or a motor vehicle used for ridesharing as defined  
317 in s. 341.031(9), for a carpool as defined in s. 450.28(3), or  
318 for a car-sharing service as defined in s. 212.0606(1).

319 (i) "Shared vehicle driver" means an individual who has  
320 been authorized by the shared vehicle owner to drive the shared  
321 vehicle under the peer-to-peer car-sharing program agreement.

322 (j) "Shared vehicle owner" means the registered owner, or  
323 a natural person or an entity designated by the registered  
324 owner, of a motor vehicle made available for sharing to shared  
325 vehicle drivers through a peer-to-peer car-sharing program. For

326 the purposes of this section, the term does not include an owner  
 327 of a for-hire vehicle as defined in s. 320.01(15).

328 (2) INSURANCE COVERAGE REQUIREMENTS.—

329 (a)1. A peer-to-peer car-sharing program shall ensure  
 330 that, during each car-sharing period, the shared vehicle owner  
 331 and the shared vehicle driver are insured under a motor vehicle  
 332 insurance policy that provides all of the following:

333 a. Property damage liability coverage that meets the  
 334 minimum coverage amounts required under s. 324.022.

335 b. Bodily injury liability coverage limits as described in  
 336 s. 324.021(7) (a) and (b).

337 c. Personal injury protection benefits that meet the  
 338 minimum coverage amounts required under s. 627.736.

339 d. Uninsured and underinsured vehicle coverage as required  
 340 under s. 627.727.

341 2. The peer-to-peer car-sharing program shall also ensure  
 342 that the motor vehicle insurance policy under subparagraph 1.:

343 a. Recognizes that the shared vehicle insured under the  
 344 policy is made available and used through a peer-to-peer car-  
 345 sharing program; or

346 b. Does not exclude the use of a shared vehicle by a  
 347 shared vehicle driver.

348 (b)1. The insurance described under paragraph (a) may be  
 349 satisfied by a motor vehicle insurance policy maintained by:

350 a. A shared vehicle owner;

351 b. A shared vehicle driver;

352 c. A peer-to-peer car-sharing program; or

353 d. A combination of a shared vehicle owner, a shared  
354 vehicle driver, and a peer-to-peer car-sharing program.

355 2. The insurance policy maintained in subparagraph 1.  
356 which satisfies the insurance requirements under paragraph (a)  
357 is primary during each car-sharing period. If a claim occurs  
358 during the car-sharing period in another state with minimum  
359 financial responsibility limits higher than those limits  
360 required under chapter 324, the coverage maintained under  
361 paragraph (a) satisfies the difference in minimum coverage  
362 amounts up to the applicable policy limits.

363 3.a. If the insurance maintained by a shared vehicle owner  
364 or shared vehicle driver in accordance with subparagraph 1. has  
365 lapsed or does not provide the coverage required under paragraph  
366 (a), the insurance maintained by the peer-to-peer car-sharing  
367 program must provide the coverage required under paragraph (a),  
368 beginning with the first dollar of a claim, and must defend such  
369 claim, except under circumstances as set forth in subparagraph  
370 (3) (a)2.

371 b. Coverage under a motor vehicle insurance policy  
372 maintained by the peer-to-peer car-sharing program must not be  
373 dependent on another motor vehicle insurer first denying a  
374 claim, and another motor vehicle insurance policy is not  
375 required to first deny a claim.

376 c. Notwithstanding any other law, statute, rule, or  
377 regulation to the contrary, a peer-to-peer car-sharing program  
378 has an insurable interest in a shared vehicle during the car-  
379 sharing period. This sub-subparagraph does not create liability  
380 for a peer-to-peer car-sharing program for maintaining the  
381 coverage required under paragraph (a) and under this paragraph,  
382 if applicable.

383 d. A peer-to-peer car-sharing program may own and maintain  
384 as the named insured one or more policies of motor vehicle  
385 insurance which provide coverage for:

386 (I) Liabilities assumed by the peer-to-peer car-sharing  
387 program under a peer-to-peer car-sharing program agreement;

388 (II) Liability of the shared vehicle owner;

389 (III) Liability of the shared vehicle driver;

390 (IV) Damage or loss to the shared motor vehicle; or

391 (V) Damage, loss, or injury to persons or property to

392 satisfy the personal injury protection and uninsured and  
393 underinsured motorist coverage requirements of this section.

394 e. Insurance required under paragraph (a), when maintained  
395 by a peer-to-peer car-sharing program, may be provided by an  
396 insurer authorized to do business in this state which is a  
397 member of the Florida Insurance Guaranty Association or an  
398 eligible surplus lines insurer that has a superior, excellent,  
399 exceptional, or equivalent financial strength rating by a rating  
400 agency acceptable to the office. A peer-to-peer car-sharing

401 program is not transacting in insurance when it maintains the  
402 insurance required under this section.

403 (3) LIABILITIES AND INSURANCE EXCLUSIONS.-

404 (a) Liability.-

405 1. A peer-to-peer car-sharing program shall assume  
406 liability, except as provided in subparagraph 2., of a shared  
407 vehicle owner for bodily injury or property damage to third  
408 parties or uninsured and underinsured motorist or personal  
409 injury protection losses during the car-sharing period in an  
410 amount stated in the peer-to-peer car-sharing program agreement,  
411 which amount may not be less than those set forth in ss.  
412 324.021(7)(a) and (b), 324.022, 627.727, and 627.736,  
413 respectively.

414 2. The assumption of liability under subparagraph 1. does  
415 not apply if a shared vehicle owner:

416 a. Makes an intentional or fraudulent material  
417 misrepresentation or omission to the peer-to-peer car-sharing  
418 program before the car-sharing period in which the loss occurs;  
419 or

420 b. Acts in concert with a shared vehicle driver who fails  
421 to return the shared vehicle pursuant to the terms of the peer-  
422 to-peer car-sharing program agreement.

423 3. The insurer, insurers, or peer-to-peer car-sharing  
424 program providing coverage under paragraph (2)(a) shall assume  
425 primary liability for a claim when:

426 a. A dispute exists over who was in control of the shared  
427 motor vehicle at the time of the loss, and the peer-to-peer car-  
428 sharing program does not have available, did not retain, or  
429 fails to provide the information required under subsection (5);

430 or

431 b. A dispute exists over whether the shared vehicle was  
432 returned to the alternatively agreed-upon location as required  
433 under subparagraph (1)(d)2.

434 (b) Vicarious liability.—A peer-to-peer car-sharing  
435 program and a shared vehicle owner are exempt from vicarious  
436 liability consistent with 49 U.S.C. s. 30106 (2005) under any  
437 state or local law that imposes liability solely based on  
438 vehicle ownership.

439 (c) Exclusions in motor vehicle insurance policies.—An  
440 authorized insurer that writes motor vehicle liability insurance  
441 in this state may exclude any coverage and the duty to defend or  
442 indemnify for any claim under a shared vehicle owner's motor  
443 vehicle insurance policy, including, but not limited to:

444 1. Liability coverage for bodily injury and property  
445 damage;

446 2. Personal injury protection coverage;

447 3. Uninsured and underinsured motorist coverage;

448 4. Medical payments coverage;

449 5. Comprehensive physical damage coverage; and

450 6. Collision physical damage coverage.

451  
452 This paragraph does not invalidate or limit any exclusion  
453 contained in a motor vehicle insurance policy, including any  
454 insurance policy in use or approved for use which excludes  
455 coverage for motor vehicles made available for rent, sharing, or  
456 hire or for any business use. This paragraph does not  
457 invalidate, limit, or restrict an insurer's ability under  
458 existing law to underwrite, cancel, or nonrenew any insurance  
459 policy.

460 (d) Contribution against indemnification.—A shared vehicle  
461 owner's motor vehicle insurer that defends or indemnifies a  
462 claim against a shared vehicle which is excluded under the terms  
463 of its policy has the right to seek recovery against the motor  
464 vehicle insurer of the peer-to-peer car-sharing program if the  
465 claim is:

466 1. Made against the shared vehicle owner or the shared  
467 vehicle driver for loss or injury that occurs during the car-  
468 sharing period; and

469 2. Excluded under the terms of its policy.

470 (4) NOTIFICATION OF IMPLICATIONS OF LIEN.—At the time a  
471 motor vehicle owner registers as a shared vehicle owner on a  
472 peer-to-peer car-sharing program and before the shared vehicle  
473 owner may make a shared vehicle available for car sharing on the  
474 peer-to-peer car-sharing program, the peer-to-peer car-sharing  
475 program must notify the shared vehicle owner that, if the shared

476 vehicle has a lien against it, the use of the shared vehicle  
477 through a peer-to-peer car-sharing program, including the use  
478 without physical damage coverage, may violate the terms of the  
479 contract with the lienholder.

480 (5) RECORDKEEPING.—A peer-to-peer car-sharing program  
481 shall:

482 (a) Collect and verify records pertaining to the use of a  
483 shared vehicle, including, but not limited to, the times used,  
484 car-sharing period pickup and dropoff locations, and revenues  
485 received by the shared vehicle owner.

486 (b) Retain the records in paragraph (a) for a time period  
487 not less than the applicable personal injury statute of  
488 limitations.

489 (c) Provide the information contained in the records in  
490 paragraph (a) upon request to the shared vehicle owner, the  
491 shared vehicle owner's insurer, or the shared vehicle driver's  
492 insurer to facilitate a claim coverage investigation,  
493 settlement, negotiation, or litigation.

494 (6) CONSUMER PROTECTIONS.—

495 (a) Disclosures.—Each peer-to-peer car-sharing program  
496 agreement made in this state must disclose to the shared vehicle  
497 owner and the shared vehicle driver:

498 1. Any right of the peer-to-peer car-sharing program to  
499 seek indemnification from the shared vehicle owner or the shared  
500 vehicle driver for economic loss resulting from a breach of the

501 terms and conditions of the peer-to-peer car-sharing program  
502 agreement.

503 2. That a motor vehicle insurance policy issued to the  
504 shared vehicle owner for the shared vehicle or to the shared  
505 vehicle driver does not provide a defense or indemnification for  
506 any claim asserted by the peer-to-peer car-sharing program.

507 3. That the peer-to-peer car-sharing program's insurance  
508 coverage on the shared vehicle owner and the shared vehicle  
509 driver is in effect only during each car-sharing period and  
510 that, for any use of the shared vehicle by the shared vehicle  
511 driver after the car-sharing termination time, the shared  
512 vehicle driver and the shared vehicle owner may not have  
513 insurance coverage.

514 4. The daily rate and, if applicable, any insurance or  
515 protection package costs that are charged to the shared vehicle  
516 owner or the shared vehicle driver.

517 5. That the shared vehicle owner's motor vehicle liability  
518 insurance may exclude coverage for a shared vehicle.

519 6. An emergency telephone number of the personnel capable  
520 of fielding calls for roadside assistance and other customer  
521 service inquiries.

522 7. Any conditions under which a shared vehicle driver must  
523 maintain a personal motor vehicle insurance policy with certain  
524 applicable coverage limits on a primary basis in order to book a  
525 shared vehicle.

- 526 (b) Driver license verification and data retention.—  
527 1. A peer-to-peer car-sharing program may not enter into a  
528 peer-to-peer car-sharing program agreement with a driver unless  
529 the driver:
- 530 a. Holds a driver license issued under chapter 322 which  
531 authorizes the driver to drive vehicles of the class of the  
532 shared vehicle;
- 533 b. Is a nonresident who:
- 534 (I) Holds a driver license issued by the state or country  
535 of the driver's residence which authorizes the driver in that  
536 state or country to drive vehicles of the class of the shared  
537 vehicle; and
- 538 (II) Is at least the same age as that required of a  
539 resident to drive; or
- 540 c. Is otherwise specifically authorized by the Department  
541 of Highway Safety and Motor Vehicles to drive vehicles of the  
542 class of the shared vehicle.
- 543 2. A peer-to-peer car-sharing program shall keep a record  
544 of:
- 545 a. The name and address of the shared vehicle driver;  
546 b. The driver license number of the shared vehicle driver  
547 and each other person, if any, who will operate the shared  
548 vehicle; and
- 549 c. The place of issuance of the driver license.
- 550 (c) Responsibility for equipment.—A peer-to-peer car-

551 sharing program has sole responsibility for any equipment that  
552 is put in or on the shared vehicle to monitor or facilitate the  
553 peer-to-peer car-sharing transaction, including a GPS system.  
554 The peer-to-peer car-sharing program shall indemnify and hold  
555 harmless the shared vehicle owner for any damage to or theft of  
556 such equipment during the car-sharing period which is not caused  
557 by the shared vehicle owner. The peer-to-peer car-sharing  
558 program may seek indemnity from the shared vehicle driver for  
559 any damage to or loss of such equipment which occurs during the  
560 car-sharing period.

561 (d) Motor vehicle safety recalls.—At the time a motor  
562 vehicle owner registers as a shared vehicle owner on a peer-to-  
563 peer car-sharing program and before the shared vehicle owner may  
564 make a shared vehicle available for car sharing on the peer-to-  
565 peer car-sharing program, the peer-to-peer car-sharing program  
566 must:

567 1. Verify that the shared vehicle does not have any safety  
568 recalls on the vehicle for which the repairs have not been made;  
569 and

570 2. Notify the shared vehicle owner that if the shared  
571 vehicle owner:

572 a. Has received an actual notice of a safety recall on the  
573 vehicle, he or she may not make a vehicle available as a shared  
574 vehicle on the peer-to-peer car-sharing program until the safety  
575 recall repair has been made.

576 b. Receives an actual notice of a safety recall on a  
577 shared vehicle while the shared vehicle is made available on the  
578 peer-to-peer car-sharing program, he or she shall remove the  
579 shared vehicle as available on the peer-to-peer car-sharing  
580 program as soon as practicably possible after receiving the  
581 notice of the safety recall and until the safety recall repair  
582 has been made.

583 c. Receives an actual notice of a safety recall while the  
584 shared vehicle is in the possession of a shared vehicle driver,  
585 he or she shall notify the peer-to-peer car-sharing program  
586 about the safety recall as soon as practicably possible after  
587 receiving the notice of the safety recall, so that he or she may  
588 address the safety recall repair.

589 (7) CONSTRUCTION.—This section does not limit:

590 (a) The liability of a peer-to-peer car-sharing program  
591 for any act or omission of the peer-to-peer car-sharing program  
592 which results in bodily injury to a person as a result of the  
593 use of a shared vehicle through peer-to-peer car sharing; or

594 (b) The ability of a peer-to-peer car-sharing program to  
595 seek, by contract, indemnification from the shared vehicle owner  
596 or the shared vehicle driver for economic loss resulting from a  
597 breach of the terms and conditions of the peer-to-peer car-  
598 sharing program agreement.

599 Section 4. This act shall take effect January 1, 2022.