

**First Regular Session  
Seventy-fourth General Assembly  
STATE OF COLORADO**

**REREVISED**

*This Version Includes All Amendments  
Adopted in the Second House*

LLS NO. 23-0218.01 Jennifer Berman x3286

**HOUSE BILL 23-1011**

**HOUSE SPONSORSHIP**

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**House Committees**

Agriculture, Water & Natural Resources

**Senate Committees**

Agriculture & Natural Resources

SENATE  
Amended 3rd Reading  
March 16, 2023

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**A BILL FOR AN ACT**

101      **CONCERNING A REQUIREMENT THAT AN AGRICULTURAL EQUIPMENT**  
102              **MANUFACTURER FACILITATE THE REPAIR OF ITS EQUIPMENT BY**  
103              **PROVIDING CERTAIN OTHER PERSONS WITH THE RESOURCES**  
104              **NEEDED TO REPAIR THE MANUFACTURER'S AGRICULTURAL**  
105              **EQUIPMENT.**

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SENATE  
Amended 2nd Reading  
March 15, 2023

**Bill Summary**

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)*

HOUSE  
Amended 3rd Reading  
February 21, 2023

Usually, an owner of agricultural equipment must seek diagnostic, maintenance, or repair services of the equipment from the agricultural

HOUSE  
Amended 2nd Reading  
February 17, 2023

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
*Capital letters or bold & italic numbers indicate new material to be added to existing law.*  
*Dashes through the words or numbers indicate deletions from existing law.*

equipment manufacturer (manufacturer).

Starting January 1, 2024, the bill requires a manufacturer to provide parts, embedded software, firmware, tools, or documentation, such as diagnostic, maintenance, or repair manuals, diagrams, or similar information (resources), to independent repair providers and owners of the manufacturer's agricultural equipment to allow an independent repair provider or owner to conduct diagnostic, maintenance, or repair services on the owner's agricultural equipment.

The bill folds agricultural equipment into the existing consumer right-to-repair statutes, which statutes provide the following:

- A manufacturer's failure to comply with the requirement to provide resources is a deceptive trade practice;
- In complying with the requirement to provide resources, a manufacturer need not divulge any trade secrets to independent repair providers and owners; and
- Any new contractual provision or other arrangement that a manufacturer enters into that would remove or limit the manufacturer's obligation to provide resources to independent repair providers and owners is void and unenforceable.

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1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **amend** 6-1-1501 as  
3 follows:

4 **6-1-1501. Short title.** The short title of this part 15 is the  
5 "Consumer ~~Wheelchair~~ Repair Bill of Rights Act".

6 **SECTION 2.** In Colorado Revised Statutes, 6-1-1502, **amend** (1),  
7 (2), (4), (5)(a)(II), and (6); and **add** (1.3), (1.5), (1.7), (3.2), (5)(d), and  
8 (5)(e) as follows:

9 **6-1-1502. Definitions.** As used in this part 15, unless the context  
10 otherwise requires:

11 (1) (a) ~~"Authorized repair provider" means a person that is~~  
12 ~~unaffiliated with a manufacturer other than through an arrangement with~~  
13 ~~the manufacturer, whether for a definite or an indefinite period, in which~~  
14 ~~the manufacturer, for the purpose of offering to provide services to an~~

1 equipment owner regarding the owner's equipment or a part, grants the  
2 person:

3 ~~(I) A license to use a trade name, service mark, or other~~  
4 ~~proprietary identifier; or~~

5 ~~(II) Authorization under any other arrangement to act on behalf of~~  
6 ~~the manufacturer.~~

7 ~~(b) "Authorized repair provider" includes a manufacturer that~~  
8 ~~offers to provide services to an owner of the manufacturer's equipment~~  
9 ~~regarding the owner's equipment or a part if the manufacturer does not~~  
10 ~~have an arrangement with an unaffiliated person, as described in~~  
11 ~~subsection (1)(a) of this section "AGRICULTURAL EQUIPMENT" MEANS~~  
12 ~~EQUIPMENT THAT IS PRIMARILY DESIGNED FOR USE IN A FARM OR RANCH~~  
13 ~~OPERATION.~~

14 (b) "AGRICULTURAL EQUIPMENT" INCLUDES:

15 (I) A TRACTOR, TRAILER, COMBINE, SPRAYER, TILLAGE  
16 IMPLEMENT, BALER, AND OTHER EQUIPMENT USED TO PLANT, CULTIVATE,  
17 OR HARVEST AGRICULTURAL PRODUCTS OR TO RANCH; AND

18 (II) ATTACHMENTS TO AND REPAIR PARTS FOR EQUIPMENT  
19 DESCRIBED IN SUBSECTION (1)(b)(I) OF THIS SECTION.

20 (c) "AGRICULTURAL EQUIPMENT" DOES NOT INCLUDE:

21 (I) A SELF-PROPELLED VEHICLE DESIGNED PRIMARILY FOR THE  
22 TRANSPORTATION OF INDIVIDUALS OR PROPERTY ON A STREET OR  
23 HIGHWAY;

24 (II) A POWERSPORTS VEHICLE AS DEFINED IN SECTION 44-20-402  
25 (11); OR

26 (III) ANY AIRCRAFT USED IN AN AGRICULTURAL AIRCRAFT  
27 OPERATION, AS DEFINED IN 14 CFR 137.3; OR

1           (IV) ANY EQUIPMENT DESIGNED AND USED PRIMARILY FOR  
2 IRRIGATION PURPOSES.

3           (1.3) (a) "AUTHORIZED REPAIR PROVIDER" MEANS A PERSON THAT  
4 IS UNAFFILIATED WITH A MANUFACTURER OTHER THAN THROUGH AN  
5 ARRANGEMENT WITH THE MANUFACTURER, WHETHER FOR A DEFINITE OR  
6 AN INDEFINITE PERIOD, IN WHICH THE MANUFACTURER, FOR THE PURPOSE  
7 OF OFFERING TO PROVIDE SERVICES TO AN EQUIPMENT OWNER REGARDING  
8 THE OWNER'S EQUIPMENT OR A PART, GRANTS THE PERSON:

9           (I) A LICENSE TO USE A TRADE NAME, SERVICE MARK, OR OTHER  
10 PROPRIETARY IDENTIFIER; OR

11           (II) AUTHORIZATION UNDER ANY OTHER ARRANGEMENT TO ACT  
12 ON BEHALF OF THE MANUFACTURER.

13           (b) "AUTHORIZED REPAIR PROVIDER" INCLUDES A MANUFACTURER  
14 THAT OFFERS TO PROVIDE SERVICES TO AN OWNER OF THE  
15 MANUFACTURER'S EQUIPMENT REGARDING THE OWNER'S EQUIPMENT OR  
16 A PART IF THE MANUFACTURER DOES NOT HAVE AN ARRANGEMENT WITH  
17 AN UNAFFILIATED PERSON, AS DESCRIBED IN SUBSECTION (1.3)(a) OF THIS  
18 SECTION.

19           (1.5) "DATA" MEANS TRANSMITTED OR COMPILED INFORMATION  
20 ARISING FROM THE OPERATION OF AN OWNER'S AGRICULTURAL EQUIPMENT  
21 OR ITS PARTS.

22           (1.7) "DEALER" MEANS A PERSON, OTHER THAN A MANUFACTURER,  
23 THAT IS ENGAGED IN THE BUSINESS OF BUYING, SELLING, OR EXCHANGING  
24 EQUIPMENT IN THE STATE.

25           (2) "Documentation" means a manual; diagram, including a  
26 schematic diagram; reporting output; service code description; SECURITY  
27 CODE OR PASSWORD; or similar type of GUIDANCE OR information,

1 whether in an electronic or tangible format, that a manufacturer provides  
2 to an authorized repair provider ~~for purposes of assisting~~ TO ASSIST the  
3 authorized repair provider with services performed on the manufacturer's  
4 equipment or a part.

5 (3.2)(a) "EMBEDDED SOFTWARE FOR AGRICULTURAL EQUIPMENT"  
6 MEANS ANY PROGRAMMABLE INSTRUCTIONS PROVIDED ON FIRMWARE  
7 DELIVERED WITH OR LOADED TO THE AGRICULTURAL EQUIPMENT, WITH  
8 RESPECT TO AGRICULTURAL EQUIPMENT OPERATION.

9 (b) "EMBEDDED SOFTWARE FOR AGRICULTURAL EQUIPMENT"  
10 INCLUDES ALL RELEVANT PATCHES AND FIXES THAT THE MANUFACTURER  
11 MAKES, INCLUDING, BUT NOT LIMITED TO, ITEMS DESCRIBED AS "BASIC  
12 INTERNAL OPERATING SYSTEM", "INTERNAL OPERATING SYSTEM",  
13 "MACHINE CODE", "ASSEMBLY CODE", "ROOT CODE", AND "MICROCODE".

- 14 (4) "Equipment" means:  
15 (a) A powered wheelchair; OR  
16 (b) AGRICULTURAL EQUIPMENT.

17 (5) (a) (II) EXCEPT AS PROVIDED IN SUBSECTION (5)(d) OF THIS  
18 SECTION, costs considered under subsection (5)(a)(I) of this section ~~must~~  
19 ~~be~~ ARE calculated using net costs incurred, accounting for any discounts,  
20 rebates, or incentives offered.

21 (d) "FAIR AND REASONABLE TERMS AND COSTS" WITH RESPECT TO  
22 AGRICULTURAL EQUIPMENT FROM THE MANUFACTURER OR DEALER,  
23 MEANS THAT PARTS SHALL BE SOLD TO AN OWNER OR AN INDEPENDENT  
24 REPAIR PROVIDER UNDER EQUITABLE TERMS FOR ACCESS TO OR RECEIPT  
25 OF ANY PART PERTAINING TO AGRICULTURAL EQUIPMENT, AT A COST THAT  
26 IS NO GREATER THAN THE MANUFACTURER'S SUGGESTED RETAIL PRICE,  
27 AND IN A MANNER THAT IS FAIR TO BOTH PARTIES IN LIGHT OF ANY

1 AGREED-UPON CONDITIONS, THE PROMISED QUALITY, AND THE TIMELINESS  
2 OF THE DELIVERY.

3 (e) TERMS CONSIDERED UNDER THIS SUBSECTION (5) ARE FAIR IF  
4 THE TERMS DO NOT IMPOSE ON AN OWNER OR INDEPENDENT REPAIR  
5 PROVIDER ANY:

6 (I) SUBSTANTIAL OBLIGATION TO USE, OR ANY RESTRICTION ON  
7 THE USE OF, A PART, EMBEDDED SOFTWARE, EMBEDDED SOFTWARE FOR  
8 AGRICULTURAL EQUIPMENT, FIRMWARE, OR TOOL, INCLUDING A  
9 CONDITION THAT THE OWNER OR INDEPENDENT REPAIR PROVIDER BECOME  
10 AN AUTHORIZED REPAIR PROVIDER OF THE MANUFACTURER; OR

11 (II) REQUIREMENT THAT A PART, EMBEDDED SOFTWARE,  
12 EMBEDDED SOFTWARE FOR AGRICULTURAL EQUIPMENT, FIRMWARE, OR  
13 TOOL BE REGISTERED OR PAIRED WITH OR APPROVED BY THE  
14 MANUFACTURER OR AN AUTHORIZED REPAIR PROVIDER BEFORE THE PART,  
15 EMBEDDED SOFTWARE, EMBEDDED SOFTWARE FOR AGRICULTURAL  
16 EQUIPMENT, FIRMWARE, OR TOOL IS OPERATIONAL.

17 (6) (a) "Firmware" means a software program or set of  
18 instructions programmed on equipment or a part to allow the equipment  
19 or part to communicate with itself or with other computer hardware.

20 (b) "FIRMWARE" DOES NOT INCLUDE ANY THIRD-PARTY SOFTWARE  
21 PROGRAM OR SET OF INSTRUCTIONS THAT IS NOT PRIMARILY INTENDED FOR  
22 USE WITH AGRICULTURAL EQUIPMENT.

23 **SECTION 3.** In Colorado Revised Statutes, 6-1-1503, **amend (1),**  
24 **(2)(a)(II), (2)(b)(II), (3) introductory portion, (3)(a), and (3)(c) as follows:**

25 **6-1-1503. Equipment manufacturer obligations regarding**  
26 **services - exemptions.** (1) Except as provided in subsection (2) of this  
27 **section:**

1           (a) For the purpose of providing services for equipment in the  
2 state, an original equipment manufacturer shall, with fair and reasonable  
3 terms and costs, make available to an independent repair provider or  
4 owner of the manufacturer's equipment any documentation, INCLUDING  
5 DATA, parts, embedded software, EMBEDDED SOFTWARE FOR  
6 AGRICULTURAL EQUIPMENT, firmware, or tools that are intended for use  
7 with the equipment or any part, including updates to documentation,  
8 INCLUDING DATA, parts, embedded software, EMBEDDED SOFTWARE FOR  
9 AGRICULTURAL EQUIPMENT, firmware, or tools.

10           (b) With respect to equipment that contains an electronic security  
11 lock or other security-related function, a manufacturer shall, with fair and  
12 reasonable terms and costs, make available to independent repair  
13 providers and owners any documentation, INCLUDING DATA, parts,  
14 embedded software, EMBEDDED SOFTWARE FOR AGRICULTURAL  
15 EQUIPMENT, firmware, or tools needed to reset the lock or function when  
16 disabled in the course of providing services. The manufacturer may make  
17 the documentation, INCLUDING DATA, parts, embedded software,  
18 EMBEDDED SOFTWARE FOR AGRICULTURAL EQUIPMENT, firmware, or tools  
19 available to independent repair providers and owners through appropriate  
20 secure release systems.

21           (2) (a) Subsection (1) of this section does not apply to:

22           (II) Conduct that would require the manufacturer to divulge a  
23 trade secret; except that a manufacturer shall not refuse to make available  
24 to an independent repair provider or owner any documentation,  
25 INCLUDING DATA, part, embedded software, EMBEDDED SOFTWARE FOR  
26 AGRICULTURAL EQUIPMENT, firmware, or tool necessary to provide  
27 services on grounds that the documentation, INCLUDING DATA, part,

1 embedded software, EMBEDDED SOFTWARE FOR AGRICULTURAL  
2 EQUIPMENT, firmware, or tool itself is a trade secret.

3 (b) (II) A manufacturer may withhold information regarding a  
4 component of, design of, functionality of, or process of developing a part,  
5 embedded software, EMBEDDED SOFTWARE FOR AGRICULTURAL  
6 EQUIPMENT, firmware, or a tool if the information is a trade secret and the  
7 usability of the part, embedded software, EMBEDDED SOFTWARE FOR  
8 AGRICULTURAL EQUIPMENT, firmware, or tool for the purpose of  
9 providing services is not diminished.

10 (3) NEITHER an original equipment manufacturer NOR A DEALER  
11 is not liable for faulty or otherwise improper repairs provided by  
12 independent repair providers or owners, including faulty or otherwise  
13 improper repairs that cause:

14 (a) Damage to powered wheelchairs OR AGRICULTURAL  
15 EQUIPMENT that ~~occur~~ OCCURS during such repairs;

16 (c) An inability to use, or a reduced functionality of, a powered  
17 wheelchair OR PIECE OF AGRICULTURAL EQUIPMENT resulting from the  
18 faulty or otherwise improper repair.

19 **SECTION 4. In Colorado Revised Statutes, 6-1-1504, amend (2);**  
20 **and add (1)(a.5) as follows:**

21 **6-1-1504. Limitations.** (1) Subject to subsection (2) of this  
22 section, nothing in this part 15:

23 (a.5) AUTHORIZES AN INDEPENDENT REPAIR PROVIDER OR OWNER  
24 TO:

25 (I) MAKE ANY MODIFICATION TO AGRICULTURAL EQUIPMENT THAT  
26 PERMANENTLY DEACTIVATES A SAFETY NOTIFICATION SYSTEM;

27 (II) ACCESS ANY FUNCTION OF A TOOL THAT ENABLES THE



1 INDEPENDENT REPAIR PROVIDER OR OWNER TO CHANGE THE SETTINGS FOR  
2 A PIECE OF AGRICULTURAL EQUIPMENT IN A MANNER THAT BRINGS THE  
3 EQUIPMENT PERMANENTLY OUT OF COMPLIANCE WITH ANY APPLICABLE  
4 FEDERAL, STATE, OR LOCAL SAFETY OR EMISSIONS LAW;

5 (III) EVADE EMISSIONS, COPYRIGHT, TRADEMARK, OR PATENT  
6 LAWS; OR

7 (IV) ENGAGE IN ANY OTHER ILLEGAL EQUIPMENT MODIFICATION  
8 ACTIVITIES;

9 (2) (a) EXCEPT AS PROVIDED IN SUBSECTION (2)(b) OF THIS  
10 SECTION, with respect to a contract or other arrangement, or renewal of  
11 a contract or existing arrangement, that an original equipment  
12 manufacturer enters into after January 1, 2023, any contract term,  
13 provision, agreement, or language in the contract or arrangement that  
14 waives, avoids, restricts, or limits the manufacturer's obligations under  
15 this part 15 is void and unenforceable.

16 (b) IF AN AGRICULTURAL EQUIPMENT MANUFACTURER ENTERS  
17 INTO, OR IS COVERED UNDER, A NATIONWIDE MEMORANDUM OF  
18 UNDERSTANDING REGARDING A RIGHT TO REPAIR AGRICULTURAL  
19 EQUIPMENT, THE MEMORANDUM OF UNDERSTANDING GOVERNS AN  
20 OWNER'S RIGHT TO PROVIDE SERVICES, OR TO ENGAGE THE SERVICES OF AN  
21 INDEPENDENT REPAIR PROVIDER, FOR THAT MANUFACTURER'S BRAND OF  
22 AGRICULTURAL EQUIPMENT; EXCEPT THAT, IF COMPLIANCE WITH THE  
23 MEMORANDUM OF UNDERSTANDING WOULD DENY THE OWNER THE RIGHT  
24 TO ANY DOCUMENTATION, INCLUDING DATA, TOOLS, OR EMBEDDED  
25 SOFTWARE FOR AGRICULTURAL EQUIPMENT NECESSARY FOR THE  
26 DIAGNOSIS, MAINTENANCE, OR REPAIR OF THE OWNER'S AGRICULTURAL  
27 EQUIPMENT, THE OWNER IS ENTITLED TO THE DOCUMENTATION,

1 INCLUDING DATA, TOOLS, OR EMBEDDED SOFTWARE FOR AGRICULTURAL  
2 EQUIPMENT IN ACCORDANCE WITH THIS PART 15.

3 **SECTION 5.** In Colorado Revised Statutes, **add 6-1-1505** as  
4 follows:

5 **6-1-1505. Federal legislation on right to repair agricultural**  
6 **equipment - repeal - notice to revisor.** THIS ARTICLE 15, AS AMENDED  
7 BY HOUSE BILL 23-1011, ENACTED IN 2023, WILL BE REPEALED IF THE  
8 UNITED STATES CONGRESS ENACTS FEDERAL LEGISLATION ESTABLISHING  
9 A RIGHT TO REPAIR AGRICULTURAL EQUIPMENT. THE ATTORNEY GENERAL  
10 SHALL NOTIFY THE REVISOR OF STATUTES IN WRITING OF THE DATE ON  
11 WHICH THE CONDITION SPECIFIED IN THIS SECTION HAS OCCURRED BY  
12 E-MAILING THE NOTICE TO REVISOROFSTATUTES.GA@COLEG.GOV. THIS  
13 ARTICLE 15, AS AMENDED BY HOUSE BILL 23-1011, ENACTED IN 2023, IS  
14 REPEALED, EFFECTIVE UPON THE DATE IDENTIFIED IN THE NOTICE THAT  
15 THE FEDERAL LEGISLATION WAS ENACTED OR, IF THE NOTICE DOES NOT  
16 SPECIFY THAT DATE, UPON THE DATE OF THE NOTICE TO THE REVISOR OF  
17 STATUTES.

18 **SECTION 6. Act subject to petition - effective date.** This act  
19 takes effect January 1, 2024; except that, if a referendum petition is filed  
20 pursuant to section 1 (3) of article V of the state constitution against this  
21 act or an item, section, or part of this act within the ninety-day period  
22 after final adjournment of the general assembly, then the act, item,  
23 section, or part will not take effect unless approved by the people at the  
24 general election to be held in November 2024 and, in such case, will take  
25 effect on the date of the official declaration of the vote thereon by the  
26 governor.