

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

**REVISED**

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

LLS NO. 19-0683.02 Jery Payne x2157

**SENATE BILL 19-090**

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**SENATE SPONSORSHIP**

**Scott,** Donovan, Gardner, Hill, Lundeen, Priola, Rankin, Tate, Woodward

**HOUSE SPONSORSHIP**

**Gray,**

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**Senate Committees**

Business, Labor, & Technology

**House Committees**

Transportation & Local Government  
Appropriations

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**A BILL FOR AN ACT**

101 **CONCERNING THE OPERATION OF PEER-TO-PEER MOTOR VEHICLE**  
102 **SHARING BUSINESSES.**

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**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>.)*

The bill regulates peer-to-peer car sharing programs, including the following:

- ! Requires the shared car to be covered by insurance from the owner, driver, or program;
- ! Makes the insurance that satisfies the required coverage the primary insurance;

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

HOUSE  
Amended 2nd Reading  
April 9, 2019

SENATE  
3rd Reading Unamended  
February 26, 2019

SENATE  
Amended 2nd Reading  
February 25, 2019

- ! Requires the car sharing program to notify the car owner that sharing the car may violate any lien on the car;
- ! Authorizes the shared car owner's insurer to exclude coverage when the car is being used in a car sharing program, and gives the insurer a right of contribution for any claims made as a result of the car sharing;
- ! Prohibits an insurer from refusing to insure a shared car outside the sharing solely because the car covered under the policy has been made available for car sharing unless the car owner fails to provide complete and accurate information;
- ! Sets record-keeping requirements;
- ! Clarifies that the car sharing program and a shared car owner are covered by the exemption set forth in federal law exempting rental companies from vicarious liability based on ownership of the car;
- ! Authorizes a car sharing program to be the named insured for a shared car;
- ! Requires the program to make certain disclosures and provide an emergency telephone number;
- ! Requires the program to verify that the driver is licensed to drive and keep records of this verification;
- ! Makes the program responsible for any equipment installed on the car for sharing purposes; and
- ! Requires the program and the car owner, when there is a safety recall on the car, to remove the car from the program until the car is repaired.

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

2 **SECTION 1.** In Colorado Revised Statutes, **add** part 12 to article  
3 1 of title 6 as follows:

4 **PART 12**

5 **PEER-TO-PEER CAR SHARING ACT**

6 **6-1-1201. Short title.** THE SHORT TITLE OF THIS PART 12 IS THE  
7 "COLORADO PEER-TO-PEER CAR SHARING ACT".

8 **6-1-1202. Definitions.** AS USED IN THIS PART 12, UNLESS THE  
9 CONTEXT OTHERWISE REQUIRES:

10 (1) "CAR" MEANS A MOTOR VEHICLE AS DEFINED IN SECTION

1 42-1-102 (58).

2 (2) "CAR SHARING" MEANS THE AUTHORIZED USE OF A SHARED  
3 CAR BY PERSONS OTHER THAN THE SHARED CAR'S OWNER, FACILITATED BY  
4 A CAR SHARING PROGRAM.

5 (3) (a) "CAR SHARING AGREEMENT" MEANS THE TERMS AND  
6 CONDITIONS THAT APPLY TO A SHARED CAR OWNER AND A SHARED CAR  
7 DRIVER AND THAT GOVERN THE USE OF A SHARED CAR.

8 (b) "CAR SHARING AGREEMENT" EXCLUDES A RENTAL AGREEMENT  
9 AS DEFINED IN SECTION 6-1-201.

10 (4) (a) "CAR SHARING PROGRAM" MEANS A PERSON THAT IS IN THE  
11 BUSINESS OF OPERATING AN ONLINE PLATFORM TO CONNECT THIRD-PARTY  
12 VEHICLE OWNERS WITH THIRD-PARTY VEHICLE DRIVERS TO ENABLE  
13 PEER-TO-PEER CAR SHARING WITHIN COLORADO.

14 (b) "CAR SHARING PROGRAM" EXCLUDES:

15 (I) THE REGISTERED OWNER OF THE CAR INVOLVED IN CAR  
16 SHARING FACILITATED BY A CAR SHARING PROGRAM; AND

17 (II) A LESSOR AS DEFINED IN SECTION 6-1-201.

18 (5) "DELIVERY PERIOD" MEANS THE TIME WHEN A SHARED CAR IS  
19 BEING DELIVERED TO THE LOCATION OF THE CAR SHARING START TIME, AS  
20 DOCUMENTED BY THE GOVERNING CAR SHARING AGREEMENT.

21 (6) (a) "SHARED CAR" MEANS A MOTOR VEHICLE THAT IS  
22 AVAILABLE FOR SHARING THROUGH A CAR SHARING PROGRAM BUT IS NOT  
23 USED EXCLUSIVELY FOR CAR SHARING.

24 (b) "SHARED CAR" EXCLUDES A RENTAL MOTOR VEHICLE AS  
25 DEFINED IN SECTION 6-1-201.

26 (7) (a) "SHARED CAR DRIVER" MEANS AN INDIVIDUAL WHO HAS  
27 BEEN AUTHORIZED TO DRIVE THE SHARED CAR BY A CAR SHARING

1 PROGRAM UNDER A CAR SHARING AGREEMENT.

2 (b) "SHARED CAR DRIVER" EXCLUDES A LESSEE AS DEFINED IN  
3 SECTION 6-1-201.

4 (8) "SHARED CAR OWNER" MEANS A PERSON THAT MAKES A  
5 SHARED CAR AVAILABLE FOR SHARING TO SHARED CAR DRIVERS THROUGH  
6 A CAR SHARING PROGRAM.

7 (9) "SHARING PERIOD" MEANS THE TIME THAT BEGINS AT THE  
8 SHARING START TIME AND ENDS AT THE SHARING TERMINATION TIME.

9 (10) "SHARING START TIME" MEANS THE TIME WHEN A SHARED  
10 CAR DRIVER TAKES POSSESSION AND CONTROL OF THE SHARED CAR. THE  
11 SHARING START TIME MAY BE AT OR AFTER THE TIME THE RESERVATION OF  
12 A SHARED CAR IS SCHEDULED TO BEGIN UNDER A CAR SHARING  
13 AGREEMENT.

14 (11) "SHARING TERMINATION TIME" MEANS THE EARLIEST OF THE  
15 FOLLOWING EVENTS:

16 (a) THE EXPIRATION OF THE AGREED PERIOD OF TIME ESTABLISHED  
17 FOR THE USE OF A SHARED CAR IN THE GOVERNING CAR SHARING  
18 AGREEMENT IF THE SHARED CAR IS DELIVERED TO THE LOCATION AGREED  
19 UPON IN THE AGREEMENT;

20 (b) WHEN THE SHARED CAR IS RETURNED TO AN ALTERNATIVE  
21 LOCATION AS AGREED UPON BY THE SHARED CAR OWNER AND SHARED CAR  
22 DRIVER AS COMMUNICATED THROUGH A CAR SHARING PROGRAM; OR

23 (c) THE SHARED CAR OWNER, OR THE SHARED CAR OWNER'S  
24 AUTHORIZED DESIGNEE, TAKES POSSESSION AND CONTROL OF THE SHARED  
25 CAR.

26 **6-1-1203. Insurance coverage during car sharing period.**

27 (1) (a) EXCEPT AS PROVIDED IN SUBSECTION (1)(b) OF THIS SECTION, A

1 CAR SHARING PROGRAM SHALL ASSUME THE LIABILITY OF A SHARED CAR  
2 OWNER FOR ANY BODILY INJURY OR PROPERTY DAMAGE TO THIRD PARTIES,  
3 OR UNINSURED AND UNDERINSURED MOTORIST OR PERSONAL INJURY  
4 PROTECTION LOSSES, DURING THE SHARING PERIOD UP TO AN AMOUNT  
5 STATED IN THE CAR SHARING AGREEMENT, BUT NOT LESS THAN THE  
6 MINIMUM AMOUNT OF FINANCIAL RESPONSIBILITY REQUIRED BY ARTICLE  
7 7 OF TITLE 42.

8 (b) THE ASSUMPTION OF LIABILITY UNDER SUBSECTION (1)(a) OF  
9 THIS SECTION DOES NOT APPLY TO A SHARED CAR OWNER IF:

10 (I) THE SHARED CAR OWNER MAKES AN INTENTIONAL OR  
11 FRAUDULENT MATERIAL MISREPRESENTATION TO OR OMISSION TO THE CAR  
12 SHARING PROGRAM BEFORE THE SHARING PERIOD WHEN THE LOSS  
13 OCCURRED; OR

14 (II) THE SHARED CAR OWNER ACTS IN CONCERT WITH A SHARED  
15 CAR DRIVER WHO FAILS TO RETURN THE SHARED CAR IN ACCORDANCE  
16 WITH THE CAR SHARING AGREEMENT.

17 (c) NOTWITHSTANDING SUBSECTION (1)(b) OF THIS SECTION, THE  
18 DEFINITION OF "SHARING TERMINATION TIME" IN SECTION 6-1-1202 (11),  
19 OR THE AMOUNT OF LIABILITY COVERAGE STATED IN THE CAR SHARING  
20 AGREEMENT, THE ASSUMPTION OF LIABILITY UNDER SUBSECTION (1)(a) OF  
21 THIS SECTION IN THE AMOUNT REQUIRED BY ARTICLE 7 OF TITLE 42  
22 APPLIES TO ANY BODILY INJURY OR PROPERTY DAMAGE SUFFERED BY  
23 INNOCENT THIRD PARTIES FOR INJURIES OR LOSSES DURING THE SHARING  
24 PERIOD.

25 (2) A CAR SHARING PROGRAM SHALL ENSURE THAT, DURING EACH  
26 SHARING PERIOD, THE SHARED CAR OWNER AND THE SHARED CAR DRIVER  
27 ARE INSURED UNDER AN AUTOMOBILE LIABILITY INSURANCE POLICY THAT:

1 (a) (I) RECOGNIZES THAT THE SHARED CAR INSURED UNDER THE  
2 POLICY IS MADE AVAILABLE THROUGH AND USED THROUGH A CAR  
3 SHARING PROGRAM; OR

4 (II) DOES NOT EXCLUDE USE OF A SHARED CAR BY A SHARED CAR  
5 DRIVER; AND

6 (b) PROVIDES INSURANCE COVERAGE UNDER A:

7 (I) COMMERCIAL LIABILITY POLICY ISSUED TO THE CAR SHARING  
8 PROGRAM THAT IS NOT LESS THAN THREE TIMES THE MINIMUM AMOUNT OF  
9 FINANCIAL RESPONSIBILITY REQUIRED BY ARTICLE 7 OF TITLE 42; OR

10 (II) PERSONAL LIABILITY POLICY ISSUED TO THE SHARED CAR  
11 DRIVER THAT IS NOT LESS THAN THE MINIMUM AMOUNT OF FINANCIAL  
12 RESPONSIBILITY REQUIRED BY ARTICLE 7 OF TITLE 42.

13 (3) THE FINANCIAL RESPONSIBILITY REQUIRED IN SUBSECTION (2)  
14 OF THIS SECTION MAY BE SATISFIED BY AUTOMOBILE LIABILITY INSURANCE  
15 THAT IS MAINTAINED BY ANY ONE OR A COMBINATION OF THE FOLLOWING:

16 ==

17 (a) A SHARED CAR DRIVER; OR

18 (b) A CAR SHARING PROGRAM.

19 (4) THE INSURANCE DESCRIBED IN SUBSECTION (3) OF THIS  
20 SECTION THAT SATISFIES THE INSURANCE REQUIREMENT IN SUBSECTION (2)  
21 OF THIS SECTION IS THE PRIMARY COVERAGE DURING THE SHARING PERIOD.

22 (5) (a) IF THE INSURANCE THAT COMPLIES WITH SUBSECTION (2) OF  
23 THIS SECTION IS PROVIDED BY THE SHARED CAR DRIVER OR SHARED CAR  
24 OWNER, A CAR SHARING PROGRAM SHALL MAINTAIN INSURANCE THAT  
25 PROVIDES COVERAGE MEETING THE REQUIREMENTS OF THIS SECTION AND  
26 THAT COVERS A LAPSE IN OR LACK OF COVERAGE OF THE SHARED CAR  
27 DRIVER'S OR SHARED CAR OWNER'S INSURANCE, BEGINNING WITH THE

1 FIRST DOLLAR OF A CLAIM AND INCLUDING A DUTY TO DEFEND THE CLAIM.

2 (b) THE INSURANCE REQUIRED BY THIS SUBSECTION (5) MAY BE  
3 PROCURED FROM:

4 (I) AN INSURER LICENSED UNDER TITLE 10; OR

5 (II) A SURPLUS LINES INSURER AUTHORIZED UNDER ARTICLE 5 OF  
6 TITLE 10 THAT HAS A CREDIT RATING OF NO LESS THAN:

7 (A) "A-" FROM A.M. BEST COMPANY, INC.;

8 (B) "A" FROM DEMOTECH, INC.; OR

9 (C) A SIMILAR RATING FROM ANOTHER RATING AGENCY IF BOTH  
10 THE RATING AND AGENCY ARE RECOGNIZED BY THE COMMISSIONER OF  
11 INSURANCE BY RULE UNDER SECTION 10-5-117.

12 (6) COVERAGE UNDER AN AUTOMOBILE LIABILITY INSURANCE  
13 POLICY MAINTAINED BY THE CAR SHARING PROGRAM DOES NOT DEPEND ON  
14 A PERSONAL AUTOMOBILE LIABILITY INSURER FIRST DENYING OR BEING  
15 REQUIRED TO DENY A CLAIM.

16 (7) THIS SECTION DOES NOT:

17 (a) LIMIT THE LIABILITY OF THE CAR SHARING PROGRAM FOR AN  
18 ACT OR OMISSION OF THE CAR SHARING PROGRAM THAT RESULTS IN  
19 BODILY INJURY TO ANY PERSON AS A RESULT OF THE USE OF A SHARED  
20 VEHICLE THROUGH A CAR SHARING PROGRAM; OR

21 (b) LIMIT THE ABILITY OF THE CAR SHARING PROGRAM TO  
22 CONTRACT FOR INDEMNIFICATION FROM THE SHARED CAR OWNER OR THE  
23 SHARED CAR DRIVER FOR ECONOMIC LOSS SUSTAINED BY THE CAR  
24 SHARING PROGRAM CAUSED BY A BREACH OF THE TERMS AND CONDITIONS  
25 OF THE CAR SHARING AGREEMENT.

26 **6-1-1204. Notification of implications of lien.** WHEN A CAR  
27 OWNER REGISTERS AS A SHARED CAR OWNER ON A CAR SHARING PROGRAM

1 AND BEFORE THE SHARED CAR IS MADE AVAILABLE FOR CAR SHARING, THE  
2 CAR SHARING PROGRAM SHALL NOTIFY THE SHARED CAR OWNER THAT, IF  
3 THE SHARED CAR HAS A LIEN AGAINST IT, THE USE OF THE SHARED CAR  
4 THROUGH A CAR SHARING PROGRAM, INCLUDING USE WITHOUT PHYSICAL  
5 DAMAGE COVERAGE, MAY VIOLATE THE TERMS OF THE CONTRACT WITH  
6 THE LIENHOLDER.

7 **6-1-1205. Liability - exclusions for personal automobile**  
8 **liability insurance policy - indemnification.** (1) AN AUTHORIZED  
9 INSURER MAY EXCLUDE COVERAGE AND THE DUTY TO DEFEND OR  
10 INDEMNIFY FOR ANY CLAIM UNDER A SHARED CAR OWNER'S PERSONAL  
11 AUTOMOBILE LIABILITY INSURANCE POLICY. THIS PART 12 DOES NOT  
12 INVALIDATE OR LIMIT AN EXCLUSION CONTAINED IN AN AUTOMOBILE  
13 LIABILITY INSURANCE POLICY, INCLUDING ANY INSURANCE POLICY THAT  
14 EXCLUDES COVERAGE FOR MOTOR VEHICLES MADE AVAILABLE FOR RENT,  
15 SHARING, HIRE, OR BUSINESS USE.

16 (2) AN AUTOMOBILE INSURER OF THE SHARED CAR OWNER THAT  
17 DEFENDS OR INDEMNIFIES A SHARED CAR CLAIM HAS THE RIGHT TO  
18 CONTRIBUTION AGAINST THE INSURER OF THE SHARED CAR PROGRAM IF  
19 THE CLAIM IS:

20 (a) MADE AGAINST THE SHARED CAR OWNER OR THE SHARED CAR  
21 DRIVER FOR DAMAGES OCCURRING DURING THE SHARING PERIOD; AND

22 (b) EXCLUDED UNDER THE TERMS OF THE SHARED CAR OWNER'S  
23 INSURANCE POLICY.

24 **6-1-1206. Prohibition on cancellation of coverage for car**  
25 **sharing - contribution against indemnification.** (1) EXCEPT AS  
26 PROVIDED IN SUBSECTION (3) OF THIS SECTION, AN AUTOMOBILE INSURER  
27 SHALL NOT REFUSE TO ISSUE OR RENEW, DENY, CANCEL, VOID, TERMINATE,



1 OR RESCIND A POLICY OF \_\_\_\_\_ AUTOMOBILE LIABILITY INSURANCE OF A  
2 SHARED CAR OWNER SOLELY ON THE BASIS THAT THE CAR COVERED  
3 UNDER THE POLICY HAS BEEN MADE AVAILABLE FOR CAR SHARING.

4 (2) AN AUTOMOBILE INSURANCE COMPANY SHALL NOT EXCLUDE  
5 OTHERWISE APPLICABLE UNINSURED OR UNDERINSURED MOTORIST  
6 COVERAGE FROM A SHARED CAR DRIVER'S OR PASSENGER'S PERSONAL  
7 AUTOMOBILE INSURANCE POLICY BECAUSE OF THE PERSON'S  
8 PARTICIPATION IN CAR SHARING.

9 (3)(a) AN AUTOMOBILE INSURER MAY REFUSE TO ISSUE OR RENEW,  
10 DENY, CANCEL, VOID, TERMINATE, OR RESCIND A POLICY OF \_\_\_\_\_  
11 AUTOMOBILE LIABILITY INSURANCE COVERING A SHARED CAR IF THE  
12 APPLICANT OR POLICYHOLDER FAILS TO PROVIDE COMPLETE AND  
13 ACCURATE INFORMATION ABOUT THE SHARED CAR OWNER'S  
14 PARTICIPATION WITH THE SHARED CAR IN A CAR SHARING PROGRAM AS  
15 REQUESTED BY THE AUTOMOBILE INSURER DURING THE APPLICATION OR  
16 RENEWAL PROCESS.

17 (b) AN AUTOMOBILE INSURER MAY LIMIT THE NUMBER OF SHARED  
18 CARS IT WILL INSURE.

19 **6-1-1207. Record keeping.** A CAR SHARING PROGRAM SHALL  
20 COLLECT AND VERIFY RECORDS CONCERNING THE USE OF A VEHICLE,  
21 INCLUDING TIMES USED, FEES PAID BY THE SHARED CAR DRIVER, AND  
22 REVENUES RECEIVED BY THE SHARED CAR OWNER. A CAR SHARING  
23 PROGRAM SHALL PROVIDE THESE RECORDS UPON REQUEST TO THE SHARED  
24 CAR OWNER; TO FACILITATE A CLAIM INVESTIGATION, TO THE SHARED CAR  
25 OWNER'S INSURER OR THE SHARED CAR DRIVER'S INSURER; OR AS  
26 REQUIRED BY AN AIRPORT CONCESSION AGREEMENT. THE CAR SHARING  
27 PROGRAM SHALL RETAIN THESE RECORDS FOR AT LEAST THE DURATION OF

1 THE APPLICABLE PERSONAL INJURY STATUTE OF LIMITATIONS.

2 **6-1-1208. Federal law - vicarious liability.** A CAR SHARING  
3 PROGRAM AND A SHARED CAR OWNER ARE EXEMPT FROM VICARIOUS  
4 LIABILITY IN ACCORDANCE WITH 49 U.S.C. SEC. 30106 AND UNDER ANY  
5 STATE OR LOCAL LAW THAT IMPOSES LIABILITY BASED ONLY ON VEHICLE  
6 OWNERSHIP.

7 **6-1-1209. Insurable interest.** (1) A CAR SHARING PROGRAM  
8 SHALL HAVE AN INSURABLE INTEREST IN A SHARED CAR DURING THE  
9 SHARING PERIOD. THIS SECTION DOES NOT CREATE LIABILITY FOR A CAR  
10 SHARING PROGRAM FOR FAILURE TO MAINTAIN THE INSURANCE COVERAGE  
11 REQUIRED IN SECTION 6-1-1203 IF INSURANCE COVERAGE IS MAINTAINED  
12 IN COMPLIANCE WITH SECTION 6-1-1203 BY THE SHARED CAR DRIVER OR  
13 THE SHARED CAR OWNER.

14 (2) A CAR SHARING PROGRAM MAY OWN AND MAINTAIN, AS THE  
15 NAMED INSURED, ONE OR MORE POLICIES OF AUTOMOBILE LIABILITY  
16 INSURANCE THAT PROVIDE COVERAGE IN THE AMOUNT OF, IN EXCESS OF,  
17 OR OPTIONAL TO THE AMOUNT OF COVERAGE REQUIRED IN THIS PART 12.  
18 THE COVERAGE MAY INCLUDE COVERAGE FOR:

19 (a) LIABILITY ASSUMED BY THE CAR SHARING PROGRAM UNDER A  
20 CAR SHARING AGREEMENT;

21 (b) THE LIABILITY OF THE SHARED CAR OWNER;

22 (c) DAMAGE OR LOSS TO THE SHARED CAR; OR

23 (d) THE LIABILITY OF THE SHARED CAR DRIVER.

24 **6-1-1210. Required disclosures and notices.** (1) A CAR SHARING  
25 PROGRAM SHALL, FOR EACH SHARED CAR PARTICIPATING IN A CAR  
26 SHARING AGREEMENT ON ITS PLATFORM, DO ALL OF THE FOLLOWING:

27 (a) PROVIDE THE SHARED CAR OWNER AND THE SHARED CAR

1 DRIVER WITH THE TERMS AND CONDITIONS OF THE CAR SHARING  
2 AGREEMENT;

3 (b) DISCLOSE TO THE SHARED CAR DRIVER ANY COSTS OR FEES  
4 THAT ARE CHARGED TO THE SHARED CAR DRIVER UNDER THE CAR SHARING  
5 AGREEMENT;

6 (c) DISCLOSE TO THE SHARED CAR OWNER ANY COSTS OR FEES  
7 THAT ARE CHARGED TO THE SHARED CAR OWNER UNDER THE CAR SHARING  
8 AGREEMENT;

9 (d) PROVIDE AN EMERGENCY TELEPHONE NUMBER FOR A PERSON  
10 CAPABLE OF FACILITATING ROADSIDE ASSISTANCE TO THE SHARED CAR  
11 DRIVER;

12 (e) DISCLOSE ANY RIGHT OF THE CAR SHARING PROGRAM TO SEEK  
13 INDEMNIFICATION FROM THE SHARED CAR OWNER OR THE SHARED CAR  
14 DRIVER FOR ECONOMIC LOSS SUSTAINED BY THE CAR SHARING PROGRAM  
15 CAUSED BY A BREACH OF THE CAR SHARING AGREEMENT;

16 (f) DISCLOSE THAT AN AUTOMOBILE LIABILITY INSURANCE POLICY  
17 ISSUED TO THE SHARED CAR OWNER FOR THE SHARED CAR OR TO THE  
18 SHARED CAR DRIVER DOES NOT PROVIDE A DEFENSE OR INDEMNIFICATION  
19 FOR ANY CLAIM ASSERTED BY THE CAR SHARING PROGRAM;

20 (g) DISCLOSE THAT THE CAR SHARING PROGRAM'S INSURANCE  
21 COVERAGE ON THE SHARED CAR OWNER AND THE SHARED CAR DRIVER IS  
22 IN EFFECT ONLY DURING EACH SHARING PERIOD AND THAT THE SHARED  
23 CAR MAY NOT HAVE INSURANCE COVERAGE FOR USE OF THE SHARED CAR  
24 BY THE SHARED CAR DRIVER AFTER THE SHARING TERMINATION TIME;

25 (h) DISCLOSE ANY INSURANCE OR PROTECTION PACKAGE COSTS  
26 THAT ARE CHARGED TO THE SHARED CAR OWNER OR THE SHARED CAR  
27 DRIVER; ■

1 (i) DISCLOSE THAT THE SHARED CAR OWNER'S AUTOMOBILE  
2 LIABILITY INSURANCE MIGHT NOT PROVIDE COVERAGE FOR A SHARED CAR;  
3 AND

4 (j) DISCLOSE TO THE SHARED CAR DRIVER ANY CONDITIONS IN  
5 WHICH THE SHARED CAR DRIVER IS REQUIRED TO MAINTAIN A PERSONAL  
6 AUTOMOBILE LIABILITY POLICY AS THE PRIMARY COVERAGE FOR THE  
7 SHARED CAR IN ORDER TO DRIVE A SHARED CAR.

8 **6-1-1211. Driver's license verification and data retention.**

9 (1) A CAR SHARING PROGRAM SHALL NOT ENTER INTO A CAR SHARING  
10 AGREEMENT WITH A CAR SHARING DRIVER UNLESS THE DRIVER:

11 (a) HOLDS A DRIVER'S LICENSE, ISSUED UNDER ARTICLE 2 OF TITLE  
12 42, THAT AUTHORIZES THE DRIVER TO OPERATE CARS OF THE CLASS OF THE  
13 SHARED CAR; OR

14 (b) IS A NONRESIDENT WHO IS EXEMPT FROM LICENSURE UNDER  
15 SECTION 42-2-102.

16 (2) A CAR SHARING PROGRAM SHALL KEEP A RECORD OF:

17 (a) THE NAME AND ADDRESS OF THE SHARED CAR DRIVER;

18 (b) THE NUMBER OF THE DRIVER'S LICENSE OF EACH SHARED CAR  
19 DRIVER; AND

20 (c) THE DATE AND PLACE OF ISSUANCE OF THE DRIVER'S LICENSE.

21 **6-1-1212. Shared car equipment.** A CAR SHARING PROGRAM  
22 IS RESPONSIBLE FOR ANY EQUIPMENT, INCLUDING A GPS SYSTEM, THAT IS  
23 PUT IN OR ON THE CAR TO MONITOR OR FACILITATE THE CAR SHARING  
24 TRANSACTION. A CAR SHARING PROGRAM SHALL INDEMNIFY AND HOLD  
25 HARMLESS THE SHARED CAR OWNER FOR ANY DAMAGE TO OR THEFT OF  
26 THE EQUIPMENT DURING THE SHARING PERIOD, UNLESS CAUSED BY THE  
27 SHARED CAR OWNER. THE CAR SHARING PROGRAM HAS THE RIGHT TO BE

1 INDEMNIFIED FROM THE SHARED CAR DRIVER FOR ANY LOSS OR DAMAGE  
2 TO THE EQUIPMENT THAT OCCURS DURING THE SHARING PERIOD.

3 **6-1-1213. Safety recalls. (1) WHEN A SHARED CAR OWNER**  
4 REGISTERS A SHARED CAR WITH A CAR SHARING PROGRAM AND BEFORE  
5 THE SHARED CAR IS AVAILABLE FOR CAR SHARING, THE CAR SHARING  
6 PROGRAM SHALL:

7 (a) VERIFY THAT THE SHARED CAR DOES NOT HAVE ANY OPEN  
8 SAFETY RECALLS FOR WHICH THE REPAIRS HAVE NOT BEEN MADE; AND

9 (b) NOTIFY THE SHARED CAR OWNER OF THE REQUIREMENTS  
10 UNDER SUBSECTION (2) OF THIS SECTION.

11 (2) IF THE SHARED CAR OWNER HAS ACTUAL NOTICE OF A SAFETY  
12 RECALL ON THE SHARED CAR, A SHARED CAR OWNER SHALL NOT MAKE THE  
13 SHARED CAR AVAILABLE WITH A CAR SHARING PROGRAM UNTIL THE  
14 SAFETY RECALL REPAIR HAS BEEN MADE.

15 (3) IF A SHARED CAR OWNER HAS ACTUAL NOTICE OF A SAFETY  
16 RECALL ON A SHARED CAR WHILE AVAILABLE FOR SHARING WITH A CAR  
17 SHARING PROGRAM, THE SHARED CAR OWNER SHALL REMOVE THE SHARED  
18 CAR'S AVAILABILITY WITH THE CAR SHARING PROGRAM:

19 (a) AS SOON AS PRACTICABLE, BUT NO LATER THAN SEVENTY-TWO  
20 HOURS, AFTER RECEIVING THE NOTICE OF THE SAFETY RECALL; AND

21 (b) UNTIL THE SAFETY RECALL REPAIR HAS BEEN MADE.

22 (4) IF A SHARED CAR OWNER HAS ACTUAL NOTICE OF A SAFETY  
23 RECALL DURING THE SHARING PERIOD, THE SHARED CAR OWNER SHALL  
24 NOTIFY BOTH THE SHARED CAR DRIVER AND THE CAR SHARING PROGRAM  
25 ABOUT THE SAFETY RECALL.

26 **6-1-1214. Enabling operation at airport. (1) A CAR SHARING**  
27 PROGRAM SHALL ENTER INTO AN AIRPORT CONCESSION AGREEMENT

1 BEFORE ENABLING CAR SHARING AT THE AIRPORT, UNLESS THE AIRPORT  
2 EXPLICITLY AND IN WRITING WAIVES THE RIGHT TO REQUIRE AN  
3 AGREEMENT.

4 (2) A CAR SHARING PROGRAM IS ENABLING CAR SHARING AT AN  
5 AIRPORT IF THE CAR SHARING PROGRAM OR A SHARED CAR OWNER USES  
6 THE CAR SHARING PROGRAM TO:

7 (a) LIST VEHICLES PARKED ON AIRPORT PROPERTY OR AT AIRPORT  
8 FACILITIES;

9 (b) FACILITATE, PROMOTE, OR OTHERWISE CONTRACT FOR  
10 TRANSPORTATION TO OR FROM AIRPORT FACILITIES;

11 (c) FACILITATE THE USE OF A SHARED CAR FOR USE BY AIRPORT  
12 PASSENGERS ON OR OFF OF AIRPORT PROPERTY; OR

13 (d) PROMOTE OR MARKET A SHARED CAR FOR USE BY AIRPORT  
14 PASSENGERS ON OR OFF OF AIRPORT PROPERTY.

15 (3) AN AIRPORT CONCESSION AGREEMENT MAY IMPOSE THE TAXES  
16 AND FEES THAT ARE IMPOSED ON OTHER CONCESSIONAIRES OPERATING AT  
17 THE AIRPORT.

18 (4) IF A CAR SHARING PROGRAM FAILS TO OR REFUSES TO ENTER  
19 INTO AN AIRPORT CONCESSION AGREEMENT, THE AFFECTED AIRPORT MAY  
20 SEEK AN INJUNCTION PROHIBITING THE CAR SHARING PROGRAM FROM  
21 OPERATING AT THE AIRPORT AND MAY SEEK DAMAGES AND PUNITIVE  
22 DAMAGES AGAINST THE CAR SHARING PROGRAM.

23 **SECTION 2. Act subject to petition - effective date.** This act  
24 takes effect January 1, 2020; except that, if a referendum petition is filed  
25 pursuant to section 1 (3) of article V of the state constitution against this  
26 act or an item, section, or part of this act within the ninety-day period  
27 after final adjournment of the general assembly, then the act, item,

1 section, or part will not take effect unless approved by the people at the  
2 general election to be held in November 2020 and, in such case, will take  
3 effect on the date of the official declaration of the vote thereon by the  
4 governor.