

By Mr. Cahir of Bourne, petition of Thomas S. Cahir for legislation to establish a "lemon law" for protection of consumers in the purchasing of boats. Commerce and Labor.

The Commonwealth of Massachusetts

In the Year One Thousand Nine Hundred and Ninety-Four.

AN ACT PROVIDING FOR A LEMON LAW FOR BOATS.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 Chapter 93 of the General Laws is hereby amended by adding
2 the following section: —

3 Section 106. For the purposes of this section, the following
4 terms shall have the following meanings: —

5 "Boat", new power boats, sail boats and marine engines sold
6 for recreational purposes.

7 "Consumer", a buyer other than or purposes of resale of a boat
8 or any person to whom such boat is transferred during the
9 duration of term of protection and any other person entitled by
10 the terms of such warranty to enforce its obligations.

11 "Term of protection", two years from the date of original
12 delivery.

13 If a boat does not conform to any applicable express or implied
14 warranty, and the consumer reports the nonconformity to the
15 manufacturer of the vehicle, its agent or its authorized dealer
16 during the term of protection, the manufacturer, its agent or its
17 authorized dealer shall effect such repairs as are necessary to
18 conform the vehicle to such warranty.

19 If the manufacturer, its agent or authorized dealer does not
20 conform the boat to any such applicable express or implied
21 warranty by claiming any nonconformity after four attempts, the
22 manufacturer shall accept return of the boat from the consumer
23 at the manufacturer's option provided a refund based on the
24 purchase price and collateral as well as taxes and registration fees
25 and any other similar governmental charges less a reasonable

26 allowance for normal use up to the point when the problem
27 developed or replace the boat or engine with a comparable one.

28 If the problem creates a substantial risk of personal injury and
29 cannot be cured in two attempts the manufacturer, at his option
30 shall provide a refund or replacement as provided above.

31 This section shall be applicable to problems that are covered
32 by the manufacturer's express or written warranties and the
33 manufacturer shall be responsible for correcting them at his sole
34 cost and expenses. Problems must substantially impass the
35 performance, value or safety of the boat. Manufacturers shall not
36 be responsible for normal wear and tear or any owners abuse or
37 neglect of the boat.

38 Nothing in this section shall be construed to limit the rights or
39 remedies which are otherwise available to a consumer under any
40 other applicable provisions of law, nor shall any consumers who
41 resort to an informal dispute settlement procedure be deprived of
42 such rights and remedies.

43 Any agreement entered into for the purchase of a boat of this
44 section that waives, limits or disclaims any rights or remedies
45 contained herein or any other consumer protection law shall be
46 null and void.