

SENATE FILE NO. SF0146

Consumer Rental Purchase Agreement Act-amendments.

Sponsored by: Senator(s) Boner and Case and
Representative(s) Andrew, Brown, L, Davis,
Larsen, L, Larson, JT, Lawley, Singh and
Tarver

A BILL

for

1 AN ACT relating to trade and commerce; amending the Wyoming
2 Consumer Rental-Purchase Agreement Act as specified;
3 amending licensing requirements; amending disclosure
4 requirements; providing for digital agreements; providing
5 definitions; providing limitations; requiring rulemaking;
6 making conforming amendments; and providing for effective
7 dates.

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9 *Be It Enacted by the Legislature of the State of Wyoming:*

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11 **Section 1.** W.S. 40-19-102(a)(xi)(intro), by creating
12 new paragraphs (xii) through (xv) and by renumbering (xii)
13 as (xvi), 40-19-103, 40-19-106 by creating a new subsection
14 (g), 40-19-107(a)(xi) and (xiii), 40-19-109(a),

1 40-19-111(a)(intro) and (ii)(intro), 40-19-113 by creating
2 a new subsection (f), 40-19-114(a), (e) through (g),
3 (h)(intro) and (j) and 40-19-115 by creating a new
4 subsection (h) are amended to read:

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6 **40-19-102. Definitions.**

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8 (a) As used in this act:

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10 (xi) "Rental-purchase agreement" means an
11 agreement, which may be in digital form, between a consumer
12 and merchant for the use of property by the consumer
13 primarily for personal, family or household purposes:

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15 (xii) "Independent third-party retailer
16 location" means a physical retail location open to
17 consumers in Wyoming, or an online presence, that is
18 operated by a person who is not a merchant but where a
19 merchant regularly offers or displays property for use
20 under rental-purchase agreements;

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22 (xiii) "Online presence" includes a website or
23 mobile application;

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(xiv) "Place of business" means a merchant's physical retail location open to consumers in Wyoming, or a merchant's online presence, in each case where the merchant regularly offers or displays the merchant's rental-purchase property for use under rental-purchase agreements. "Place of business" does not include an independent third-party retailer location;

(xv) "Rental-purchase property" means property displayed or offered primarily for rental-purchase pursuant to a rental-purchase agreement;

~~(xii)~~(xvi) "This act" means W.S. 40-19-101 through 40-19-120.

40-19-103. Notices.

Notices required by this act shall be given personally or sent by first class or registered mail to the known residential address of the consumer. Notice, if ~~last sent~~ by mail, is given when deposited in a mailbox properly addressed and postage prepaid. Notice may also be given

1 upon delivery of the communication to the consumer by email
2 or other electronic means if the consumer provides written
3 consent to receive notice by email or other electronic
4 means in response to a clear and conspicuous request for
5 consent.

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7 **40-19-106. General requirements of rental-purchase**
8 **agreements.**

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10 (g) A merchant may offer or display rental-purchase
11 property for use under rental-purchase agreements via a
12 website, mobile application, electronic application or
13 other digital or physical means made available by an
14 independent third-party retailer or by the merchant.

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16 **40-19-107. Disclosures.**

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18 (a) For each rental-purchase agreement, the merchant
19 shall disclose in the agreement the following items as
20 applicable:

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22 (xi) A statement that the consumer may terminate
23 the agreement without penalty by voluntarily surrendering

1 or returning the property in good repair, reasonable wear
2 and tear excepted, in accordance with the terms of the
3 rental-purchase agreement, along with any past due rental
4 payments upon expiration of any rental period;

5
6 (xiii) The following notice printed or typed in
7 a size equal to or greater than ten (10) point bold type
8 or, when disclosed in a digital format, outlined with a
9 noticeable box in a type and size equal to or larger than
10 any surrounding language and in every instance disclosed in
11 a clear and conspicuous manner:

12
13 NOTICE TO CONSUMER

14
15 ~~Do not sign this agreement before you read it or if it~~
16 ~~contains blank spaces. You are entitled to a copy of the~~
17 ~~agreement you sign~~ DO NOT SIGN THIS AGREEMENT BEFORE YOU
18 READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO
19 A COPY OF THE AGREEMENT YOU SIGN.

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21 **40-19-109. Default; notice of default and right to**
22 **cure.**

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1 (a) In any rental-purchase agreement, after a
2 consumer is in default for three (3) business days or more
3 and does not voluntarily surrender possession of the rented
4 property, a merchant may give the consumer the notice
5 provided in this section. Notice may be given to the
6 consumer under this section by the merchant personally
7 delivering the notice to the consumer or by mailing the
8 notice to the consumer's last known residential address.
9 Notice may also be given by delivering the communication to
10 the consumer by email or other electronic means if the
11 consumer provides written consent to receive notice by
12 email or other electronic means in response to a clear and
13 conspicuous request for consent.

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15 **40-19-111. Liability damage waivers; fees.**

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17 (a) A consumer and merchant may contract for a
18 liability damage waiver in physical or digital format. The
19 selling or offering for sale of a liability damage waiver
20 pursuant to this act shall be subject to the following
21 prohibitions and requirements:

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1 (ii) The liability damage waiver contract shall
2 include a statement of the fee for the liability damage
3 waiver and shall display the following notice printed or
4 typed in a size equal to or greater than ten (10) point
5 bold type or, when disclosed in a digital format, outlined
6 with a noticeable box in a type size equal to or larger
7 than any surrounding language and in every instance
8 disclosed in a clear and conspicuous manner:

9
10 NOTICE: THE PURCHASE OF THIS LIABILITY DAMAGE WAIVER
11 IS NOT MANDATORY AND MAY BE DECLINED. THIS CONTRACT
12 OFFERS, FOR AN ADDITIONAL CHARGE, A LIABILITY DAMAGE WAIVER
13 TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE PROPERTY.
14 BEFORE DECIDING WHETHER TO PURCHASE THE LIABILITY DAMAGE
15 WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR HOMEOWNER'S
16 OR CASUALTY INSURANCE, IF ANY, AFFORDS YOU COVERAGE FOR
17 DAMAGE TO THE RENTAL PROPERTY AND THE AMOUNT OF THE
18 DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE.

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20 **40-19-113. Advertising.**

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22 (f) For rental-purchase property displayed or offered
23 to a consumer by means of an online rental purchase

1 agreement or via electronic commerce or other digital
2 transaction means, whether at a merchant's place of
3 business or an independent third-party retailer location, a
4 merchant may disclose the information required by this
5 section, including the information under subsection (d) of
6 this section, in a digital format. A merchant's disclosure
7 in a digital format shall constitute the tag or card under
8 subsection (d) of this section, if the disclosure is made
9 before disclosing the information required under W.S.
10 40-19-107, includes all information required by subsection
11 (d) of this section and is clear and conspicuous. A
12 disclosure in digital format under this section shall
13 include an outline of the disclosure with a noticeable box
14 in a type size equal to or larger than any surrounding
15 language and in every instance be presented in a clear and
16 conspicuous manner.

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18 **40-19-114. License required; application for license;**
19 **fee; qualifications.**

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21 (a) Any person acting as a merchant, as defined by
22 W.S. 40-19-102(a)(viii), in this state shall be licensed

1 with a single statewide license to conduct such business
2 under this section.

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4 (e) The applicant shall be notified when the
5 application is approved. Within twenty (20) days after
6 notification, the applicant shall pay an initial license
7 fee ~~not to exceed five hundred dollars (\$500.00), as set by~~
8 rule of the administrator that shall include only the
9 following:

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11 (i) An amount not to exceed five hundred dollars
12 (\$500.00) for each place of business which is a physical
13 location, as set by rule of the administrator;

14

15 (ii) An amount not to exceed one thousand
16 dollars (\$1,000.00) if the applicant displays or offers
17 rental-purchase property through an independent third-party
18 retailer location regardless of the number of independent
19 third-party retailer locations, as set by rule of the
20 administrator; and

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22 (iii) An amount not to exceed five hundred
23 dollars (\$500.00) if the applicant has a place of business

1 that is an online presence, and the applicant is not
2 subject to the amounts in paragraphs (i) or (ii) of this
3 subsection.

4
5 (f) Each ~~office or~~ place of business, including
6 online presence, and independent third-party retailer
7 location as of the time of application shall be ~~licensed~~
8 ~~separately~~ disclosed in the application to the
9 administrator, provided that the independent third-party
10 retailer locations may be deemed confidential business
11 information and not subject to public disclosure.

12
13 (g) Each license shall state the primary address ~~of~~
14 ~~the office~~ from which the business is to be conducted and
15 the name of the licensee. The license shall be prominently
16 displayed at ~~the~~ each place of business ~~named in the~~
17 ~~license of the licensee that is a physical location open to~~
18 consumers. If the licensee has no physical location that is
19 a place of business open to consumers, the license number
20 shall be clearly displayed at the online presence of the
21 licensee. The license shall not be transferable or
22 assignable.

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1 (h) If a licensee wishes to move ~~his office~~ the
2 primary address listed on the license to another location,
3 the licensee shall:
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5 (j) Each license issued under this section shall
6 expire on ~~July 1~~ December 31. The license shall be renewed
7 annually not less than thirty (30) days before the
8 expiration date. ~~The~~ by submitting a request for renewal
9 on a form designated by the administrator. The licensee
10 shall pay a renewal fee ~~for each license that~~ shall ~~not~~
11 ~~exceed five hundred dollars (\$500.00), as set by rule of~~
12 ~~the administrator~~ only include the following:
13

14 (i) An amount not to exceed five hundred dollars
15 (\$500.00) for each place of business which is a physical
16 location, as set by rule of the administrator;
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18 (ii) An amount not to exceed one thousand
19 dollars (\$1,000.00) if the applicant displays or offers
20 rental purchase property through an independent third-party
21 retailer location regardless of the number of independent
22 third-party retailer locations, as set by rule of the
23 administrator; and

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(iii) An amount not to exceed five hundred dollars (\$500.00) if the applicant has an online presence that is a place of business, and the applicant is not subject to the amounts in paragraphs (i) or (ii) of this subsection.

40-19-115. Revocation or suspension of license.

(h) In lieu of a revocation or suspension of a license as provided in this section, the administrator may order a licensee to cease acting as a merchant at any place of business or independent third-party retailer location within Wyoming. Any order under this subsection is subject to the same laws and regulations applicable to revocation or suspension of a license.

Section 2. A merchant with any office or place of business licensed under W.S. 40-19-114(a) as amended by this act, as of July 1, 2025 shall be considered licensed statewide with the license expiring on December 31, 2025.

