

FARMING EQUIPMENT AMENDMENTS

2024 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Jen Plumb

House Sponsor: _____

LONG TITLE

General Description:

This bill creates a new chapter in Title 70, Commerce and Trade, which establishes the right to repair agricultural equipment.

Highlighted Provisions:

This bill:

- ▶ defines terms;
- ▶ requires a manufacturer of agricultural equipment to provide to the owner of the equipment, or an unaffiliated repair provider, access to certain data, software, software updates, and parts to allow the owner or unaffiliated repair provider to perform repairs on the equipment; and
- ▶ exempts a manufacturer from liability for faulty or improper repairs provided by an owner or unaffiliated repair provider.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

ENACTS:

13-70-1, Utah Code Annotated 1953

13-70-2, Utah Code Annotated 1953



28 13-70-3, Utah Code Annotated 1953



30 *Be it enacted by the Legislature of the state of Utah:*

31 Section 1. Section **13-70-1** is enacted to read:

32 **13-70-1. Definitions.**

33 As used in this chapter:

34 (1) (a) "Agricultural equipment" includes:

35 (i) a tractor;

36 (ii) a trailer;

37 (iii) a combine;

38 (iv) a sprayer;

39 (v) a tillage implement;

40 (vi) a baler;

41 (vii) a piece of equipment that is primarily designed for use in a farm or ranch

42 operation;

43 (viii) other implements of husbandry; and

44 (ix) attachments to and repair parts for equipment described in Subsections (i) through

45 (viii).

46 (b) "Agricultural equipment" does not include:

47 (i) a self-propelled vehicle designed primarily for the transportation of individuals or

48 property on a street or highway;

49 (ii) a powersport vehicle as defined in Section [13-35-102](#);

50 (iii) an aircraft used in an agricultural aircraft operation as defined in 14 C.F.R. 137.3;

51 or

52 (iv) equipment designed and used primarily for irrigation purposes.

53 (2) "Authorized repair provider" means:

54 (a) a person that has an arrangement with a manufacturer, for a definite or an indefinite

55 period, in which the manufacturer, for the purpose of offering to provide services to an

56 agricultural equipment owner regarding the agricultural equipment, or a part of the equipment,

57 manufactured by the manufacturer, grants the person:

58 (i) a license to use a trade name, service mark, or other proprietary identifier of the

59 manufacturer; and

60 (ii) authorization to make repairs on behalf of the manufacturer; or

61 (b) a manufacturer that offers to directly provide the services described in Subsection
62 (2)(a).

63 (3) "Data" means information arising from the operation of an owner's agricultural
64 equipment or part of the equipment.

65 (4) "Documentation" means guidance or information, whether in an electronic or
66 tangible format, that a manufacturer provides to an authorized repair provider for the purpose
67 of assisting the authorized repair provider with services performed on agricultural equipment,
68 or a part of the equipment, manufactured by the manufacturer, including:

69 (a) a manual diagram;

70 (b) a schematic diagram;

71 (c) reporting output;

72 (d) a service code description; or

73 (e) a security code or password.

74 (5) (a) "Embedded software for agricultural equipment" means programmable
75 instructions provided on firmware delivered with or loaded to agricultural equipment.

76 (b) "Embedded software for agricultural equipment" includes all relevant patches and
77 fixes that the manufacturer makes, including the items described as a basic internal operating
78 system, internal operating system, machine code, assembly code, root code, microcode, or a
79 similar descriptor.

80 (6) "Equipment dealer" means a person, partnership, corporation, association, or other
81 form of business enterprise that is primarily engaged in the retail sale of agricultural
82 equipment.

83 (7) "Fair and reasonable terms and costs" means:

84 (a) in relation to agricultural equipment parts, that the parts are sold to an owner or an
85 independent repair provider under equitable terms for access to, or receipt of, the part in a
86 manner that:

87 (i) is fair to both parties in light of agreed upon conditions, the promised quality, and
88 the timeliness of the delivery; and

89 (ii) does not discourage or disincentivize an owner or an independent repair provider

90 from making repairs; and

91 (b) in relationship to terms, that the terms do not impose on an owner or independent
92 repair provider:

93 (i) a substantial obligation to use, or a restriction on the use of, a part, embedded
94 software, embedded software for agricultural equipment, firmware, or tool, including a
95 condition that the owner or independent repair provider become an authorized repair provider
96 of the manufacturer; or

97 (ii) a requirement that a part, embedded software, embedded software for agricultural
98 equipment, firmware, or tool be registered or connected with, or approved by, the manufacturer
99 or an authorized repair provider before the part, embedded software, embedded software for
100 agricultural equipment, firmware, or tool is operational.

101 (8) "Firmware" means a software program or set of instructions programmed on
102 agricultural equipment, or a part of the equipment, to allow the equipment or part to function or
103 communicate with itself or with other computer hardware.

104 Section 2. Section **13-70-2** is enacted to read:

105 **13-70-2. Equipment manufacturer obligations regarding services -- Exemptions.**

106 (1) For the purpose of providing services for agricultural equipment in the state, an
107 original agricultural equipment manufacturer shall, with fair and reasonable terms and costs,
108 make available to an independent repair provider or owner of agricultural equipment
109 manufactured by the manufacturer:

110 (a) documentation, parts, embedded software, embedded software for agricultural
111 equipment, firmware, or tools;

112 (b) with consent of the owner of the agricultural equipment, data intended for use with
113 the agricultural equipment or a part of the equipment; or

114 (c) an update to an item described in Subsection (1)(a) or, with the consent of the
115 owner of the agricultural equipment, Subsection (1)(b).

116 (2) (a) For agricultural equipment that contains an electronic security lock or another
117 security related function, a manufacturer shall, with fair and reasonable terms and costs, make
118 available to an independent repair provider or an owner of agricultural equipment
119 manufactured by the manufacturer, documentation, parts, embedded software, embedded
120 software for agricultural equipment, firmware, or tools, or, with consent of the equipment

121 owner, data needed to reset the lock or function when disabled in the course of providing
122 services.

123 (b) The manufacturer may comply with Subsection (2)(a) through a secure release
124 system.

125 (3) Subsection (1) does not apply to:

126 (a) conduct, other than conduct described in Subsection (2)(a), that would require the
127 manufacturer to divulge a trade secret; or

128 (b) a manufacturer withholding information if:

129 (i) the information is a trade secret regarding a component of, design of, functionality
130 of, or process of developing:

131 (A) a part;

132 (B) embedded software;

133 (C) embedded software for agricultural equipment;

134 (D) firmware; or

135 (E) a tool; and

136 (ii) withholding the information does not diminish the usability of an item described in
137 Subsection (3)(b)(i) for the purpose of providing the services described in Subsection (1).

138 (4) Neither an original equipment manufacturer nor an equipment dealer is liable for
139 faulty or otherwise improper repairs provided by an independent repair provider or owner,
140 including faulty or otherwise improper repairs that cause:

141 (a) damage to agricultural equipment that occurs during repairs; or

142 (b) an inability to use, or reduced functionality of, agricultural equipment resulting
143 from the faulty or improper repair.

144 (5) A manufacturer that provides data to an independent repair provider in compliance
145 with this section is neither responsible nor liable to the owner, the independent repair provider,
146 or another party for an action that the independent repair provider or another party takes while
147 using or relying on the data.

148 Section 3. Section **13-70-3** is enacted to read:

149 **13-70-3. Limitations.**

150 (1) An authorized repair provider or an owner of agricultural equipment may not:

151 (a) make a modification to agricultural equipment that deactivates a safety notification

152 system, except as necessary to provide services;

153 (b) access a function of a tool that enables the independent repair provider or owner to
154 change the settings for agricultural equipment in a manner that brings the equipment out of
155 compliance with federal, state, or local safety or emissions law, except as is temporarily
156 necessary to provide services;

157 (c) evade emissions, copyright, trademark, or patent laws; or

158 (d) engage in other illegal equipment modification activities.

159 (2) (a) Subject to Subsection (2)(b), if an agricultural equipment manufacturer enters
160 into a nationwide memorandum of understanding regarding a right to repair agricultural
161 equipment, the memorandum of understanding governs an owner's right to provide services, or
162 engage the services of an independent repair provider, for that manufacturer's brand of
163 agricultural equipment.

164 (b) A nationwide memorandum of understanding described in Subsection (2)(a) may
165 not violate the provisions of this chapter as it relates to agricultural equipment in Utah.

166 Section 4. **Effective date.**

167 This bill takes effect on May 1, 2024.