

## CHAPTER 41—H.F.No. 1586

*An act relating to appropriations; providing emergency relief for Red River Valley area flooding; providing for an arbitration award.*

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

**Section 1. APPROPRIATION; RED RIVER VALLEY AREA FLOODING.**

\$250,000 is appropriated from the general fund to the commissioner of natural resources for emergency relief for flooding in the Red River Valley area of Minnesota.

**Sec. 2. ARBITRATION AWARD.**

\$3,799,000 is appropriated from the state building fund to the commissioner of administration to pay the state office building arbitration award.

**Sec. 3. BOND SALE.**

To provide the money appropriated by section 2 from the state building fund the commissioner of finance on request of the governor shall sell and issue bonds of the state in an amount up to \$3,799,000 in the manner, upon the terms, and with the effect prescribed by Minnesota Statutes, sections 16A.631 to 16A.675, and by the Minnesota Constitution, article XI, sections 4 to 7.

**Sec. 4. EFFECTIVE DATE.**

Sections 1 to 3 are effective the day after its final enactment.

Presented to the governor April 20, 1989

Signed by the governor April 21, 1989, 4:35 p.m.

## CHAPTER 42—S.F.No. 916

*An act relating to consumer protection; regulating landscape application contracts; providing penalties and remedies; proposing coding for new law in Minnesota Statutes, chapter 325F.*

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

**Section 1. [325F.245] LANDSCAPE APPLICATION CONTRACTS.**

Subdivision 1. DEFINITIONS. For the purposes of this section, the following terms have the meanings given them:

New language is indicated by underline, deletions by ~~strikeout~~.

(a) "Landscape application" means pesticide applications, fertilizer applications, and other chemical applications of any kind for grass, turf, shrubs, or ornamental plants.

(b) "Commercial application company" means a person or business that provides landscape application for hire.

Subd. 2. WRITTEN CONTRACT REQUIRED. (a) A contract for landscape application must be in writing, and must be signed by both the commercial application company and the property owner or the owner's agent. The contract must, at a minimum, contain the following information:

(1) the name, address, and phone number of the commercial application company;

(2) the total number of the regularly scheduled landscape applications to be performed each year;

(3) the cost of each regularly scheduled application and the yearly cost for all landscape applications; and

(4) the ending date of the contract.

(b) The commercial application company shall provide the property owner with a copy of the written contract.

Subd. 3. ENDING DATE. (a) Every contract must contain a stated ending date.

(b) To extend service beyond the stated ending date, the commercial application company and property owner must enter into a separate written contract. The contract must conform in all respects to the requirements of this section.

Subd. 4. ANNUAL NOTICE TO PROPERTY OWNER. If a contract is for more than one year, then the commercial application company shall each year provide written notice to the property owner that the contract remains in effect and that landscape applications will resume according to the terms of the contract. The written notice must be provided to the property owner at least 15 days prior to the first landscape application of the year.

Subd. 5. CANCELLATION OF CONTRACT. (a) A contract shall be canceled by the property owner upon the sale of the property that is the subject of the contract. To cancel the contract, the property owner shall notify the commercial application company that the property owner is canceling the contract.

(b) The commercial application company shall provide written notice to the property owner, in the contract or in another manner, that the contract must be canceled upon the sale of the property.

(c) A contract between a commercial application company and a property

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owner may not be enforced by the commercial application company against any subsequent owner of the property.

Subd. 6. EXCLUSIONS. This section does not apply to:

(1) pesticide, fertilizer, or chemical applications for the purpose of producing agricultural commodities or any commodity for sale;

(2) pesticide applications around or near the foundation of a building for the purpose of structural or indoor pest control; or

(3) any single or isolated landscape application where the property owner or its agent verbally consents to the single or isolated application.

Subd. 7. PENALTIES AND REMEDIES. A person who violates this section is subject to the penalties and remedies, including a private right of action, as provided in section 8.31.

**Sec. 2. EFFECTIVE DATE.**

Section 1 is effective January 1, 1991. Written landscape contracts entered into before this date remain in force according to their terms.

Presented to the governor April 19, 1989

Signed by the governor April 19, 1989, 8:55 p.m.

## CHAPTER 43—H.F.No. 321

*An act relating to consumer protection; regulating new motor vehicle sales; limiting a dealer's liability due to the manufacturer's failure to repair, refund, or replace nonconforming vehicles; amending Minnesota Statutes 1988, section 325F.665, by adding a subdivision.*

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 1988, section 325F.665, is amended by adding a subdivision to read:

Subd. 13. DEALER LIABILITY. Nothing in this section imposes liability on a dealer or creates an additional cause of action by a consumer against a dealer, except for written express warranties made by the dealer apart from the manufacturer's warranties. The manufacturer shall not charge back or require reimbursement by the dealer for any costs, including, but not limited to, any refunds or vehicle replacements, incurred by the manufacturer arising out of this section, unless there is evidence that the related repairs had not been carried out by the dealer in a timely manner or in a manner substantially consistent with the manufacturer's published instructions.

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