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**SENATE COMMITTEE AMENDMENTS**

2021 Regular Session

Amendments proposed by Senate Committee on Agriculture, Forestry, Aquaculture, and Rural Development to Reengrossed House Bill No. 649 by Representative McFarland

AMENDMENT NO. 1

On page 1, line 2, after "reenact" delete the remainder of the line and insert "R.S. 51:481 and 483(A)(1) and to enact R.S. 51:483(A)(5), relative to the repurchase"

AMENDMENT NO. 2

On page 1, line 8, after "Section 1." delete the remainder of the line and delete line 9 and insert "R.S. 51:481 and 483(A)(1) are hereby amended and reenacted and R.S. 51:483(A)(5) is hereby enacted to read as follows:"

AMENDMENT NO. 3

On page 2, line 6, delete "shall mean" and insert "means"

AMENDMENT NO. 4

On page 2, between lines 9 and 10, insert the following:

"(2) "Burden of proof", in the context of an incentive agreement, means that, if a dealer objects to the market statistics provided by the agent in support of a bonus or penalty proposed by the agent pursuant to the agreement, the agent shall provide all of the following information:

(a) The name of the entity or individual that purchased the contested equipment upon which the amount of the incentive payment or penalty is based.

(b) Sufficient evidence of the first substantial use of the contested equipment within the dealer's area of responsibility. Sufficient evidence shall consist of either:

(i) Geospatial telematic data from the reported equipment's hardware;

or

(ii) All of the following:

(aa) Name of the entity or individual that purchased the equipment.

(bb) City and state to which the equipment was delivered, as indicated on the manufacturer's delivery receipt provided by the dealer to the retail purchaser.

(cc) PIN, VIN, or serial number of the equipment.

(dd) Product segment (large ag, mid ag, or small ag) of the equipment.

(ee) Model class of the equipment.

(ff) Size class (horsepower) of the equipment.

(2)(3) "Dealer" shall mean means any farm dealer, heavy industrial equipment dealer, construction equipment dealer, forestry equipment dealer, material handling equipment dealer, utility equipment dealer, engines equipment dealer, lawn and garden equipment dealer or retail equipment distributor dealer.

(3)(4) "Dealer agreement" shall mean means a written or oral agreement between a dealer and an agent that provides for the rights and obligations of the parties with respect to the sale or purchase of equipment or repair parts.

(4)(5) "Farm equipment", "construction equipment", "forestry equipment", "heavy industrial equipment", "material handling equipment", "utility equipment" and "lawn and garden equipment" shall include includes every vehicle designed or adapted and used exclusively for agricultural,

1 construction, forestry, industrial material handling, utility or lawn and garden  
2 operations, although incidentally operated or used upon the highways.

3 (6) "Incentive agreement" means any agreement between the agent  
4 and dealer involving the payment of a bonus or incentive payment by the  
5 agent to the dealer, or the imposition of a penalty by the agent on the dealer,  
6 based upon the dealer's sales within its area of responsibility.

7 ~~(5)~~(7) "Superseded parts" shall include includes any part that will  
8 provide the same function as a previously available part and can be  
9 purchased from the manufacturer, wholesaler, or distributor on the date of  
10 cancellation."

11 AMENDMENT NO. 5

12 On page 2, between lines 15 and 16, insert the following:

13 " \* \* \*  
14 (5) In connection with an incentive agreement, impose on the dealer:  
15 (a) The burden of proof regarding the terms of the agreement,  
16 including the establishment of the location of a piece of equipment's first  
17 substantial use.  
18 (b) A penalty for the sale of equipment if the first substantial use is  
19 in a location outside the dealer's area of responsibility for agricultural sales,  
20 regardless of the location of the seller, or of the customer's residence, office,  
21 or operating base."