



Sen. Steve Stadelman

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LRB100 18199 LNS 37924 a

1 AMENDMENT TO SENATE BILL 2522

2 AMENDMENT NO. _____. Amend Senate Bill 2522 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Illinois Vehicle Code is amended by
5 changing Section 6-305 as follows:

6 (625 ILCS 5/6-305) (from Ch. 95 1/2, par. 6-305)

7 Sec. 6-305. Renting motor vehicle to another.

8 (a) No person shall rent a motor vehicle to any other
9 person unless the latter person, or a driver designated by a
10 nondriver with disabilities and meeting any minimum age and
11 driver's record requirements that are uniformly applied by the
12 person renting a motor vehicle, is then duly licensed hereunder
13 or, in the case of a nonresident, then duly licensed under the
14 laws of the State or country of his residence unless the State
15 or country of his residence does not require that a driver be
16 licensed.

1 (b) No person shall rent a motor vehicle to another until
2 he has inspected the drivers license of the person to whom the
3 vehicle is to be rented, or by whom it is to be driven, and
4 compared and verified the signature thereon with the signature
5 of such person written in his presence unless, in the case of a
6 nonresident, the State or country wherein the nonresident
7 resides does not require that a driver be licensed.

8 (c) No person shall rent a motorcycle to another unless the
9 latter person is then duly licensed hereunder as a motorcycle
10 operator, and in the case of a nonresident, then duly licensed
11 under the laws of the State or country of his residence, unless
12 the State or country of his residence does not require that a
13 driver be licensed.

14 (c-1) A rental car company that rents a motor vehicle shall
15 ensure that the renter is provided with an emergency telephone
16 number to personnel capable of fielding roadside assistance and
17 other customer service inquiries, including the ability to
18 provide the caller with the telephone number of the location
19 from which the vehicle was rented, if requested by the caller.
20 If an owner's manual is not available in the vehicle at the
21 time of the rental, an owner's manual for that vehicle or a
22 similar model shall be accessible by the personnel answering
23 the emergency telephone number for assistance with inquiries
24 about the operation of the vehicle.

25 (d) (Blank).

26 (e) (Blank).

1 (f) Subject to subsection (l), any person who rents a motor
2 vehicle to another shall only advertise, quote, and charge a
3 rental rate that includes the entire amount except taxes, a
4 mileage charge, and airport concession charge, if any, which a
5 renter must pay to hire or lease the vehicle for the period of
6 time to which the rental rate applies. The person must provide,
7 on the request of the renter, based on the available
8 information, an estimated total of the daily rental rate,
9 including all applicable taxes, fees, and other charges, or an
10 estimated total rental charge, based on the return date of the
11 vehicle noted on the rental agreement. Further, if the rental
12 agreement does not already provide an estimated total rental
13 charge, the following statement must be included in the rental
14 agreement:

15 "NOTICE: UNDER ILLINOIS LAW, YOU MAY REQUEST, BASED ON
16 AVAILABLE INFORMATION, AN ESTIMATED TOTAL DAILY RENTAL
17 RATE, INCLUDING TAXES, FEES, AND OTHER CHARGES, OR AN
18 ESTIMATED TOTAL RENTAL CHARGE, BASED ON THE VEHICLE RETURN
19 DATE NOTED ON THIS AGREEMENT."

20 Such person shall not charge in addition to the rental
21 rate, taxes, mileage charge, and airport concession charge, if
22 any, any fee which must be paid by the renter as a condition of
23 hiring or leasing the vehicle, such as, but not limited to,
24 required fuel or airport surcharges, nor any fee for
25 transporting the renter to the location where the rented
26 vehicle will be delivered to the renter. In addition to the

1 rental rate, taxes, mileage charge, and airport concession
2 charge, if any, such person may charge for an item or service
3 provided in connection with a particular rental transaction if
4 the renter can avoid incurring the charge by choosing not to
5 obtain or utilize the optional item or service. Items and
6 services for which such person may impose an additional charge
7 include, but are not limited to, optional insurance and
8 accessories requested by the renter, service charges incident
9 to the renter's optional return of the vehicle to a location
10 other than the location where the vehicle was hired or leased,
11 and charges for refueling the vehicle at the conclusion of the
12 rental transaction in the event the renter did not return the
13 vehicle with as much fuel as was in the fuel tank at the
14 beginning of the rental. "Airport concession charge" means a
15 charge or fee imposed and collected from a renter to reimburse
16 the motor vehicle rental company for the concession fee it is
17 required to pay to a local government corporate authority or
18 airport authority to rent motor vehicles at the airport
19 facility. The airport concession charge is in addition to any
20 customer facility charge or any other charge.

21 (f-5) A rental car company that equips a vehicle with a
22 transponder or other electronic tolling device and does not
23 offer a renter the ability to opt out of its use shall not
24 charge a renter a fee of more than \$2 each day for the use of a
25 transponder or other electronic tolling device, in addition to
26 the actual cost incurred for any toll.

1 If a rental car company does not offer the renter the
2 ability to opt out, it shall not charge a renter a daily fee on
3 any day the renter does not drive through an electronic toll or
4 only drives through an electronic toll collection system for
5 which no alternative payment option exists.

6 A rental car company that provides or offers renters a
7 motor vehicle equipped with a transponder or other electronic
8 tolling device shall clearly and conspicuously include the
9 applicable terms and conditions of its use in the rental
10 agreement issued to the renter and post the applicable terms
11 and conditions in a conspicuous location on the business
12 premises.

13 (g) Every person renting a motor vehicle to another shall
14 keep a record of the registration number of the motor vehicle
15 so rented, the name and address of the person to whom the
16 vehicle is rented, the number of the license, if any, of said
17 latter person, and the date and place when and where the
18 license, if any, was issued. Such record shall be open to
19 inspection by any police officer or designated agent of the
20 Secretary of State.

21 (h) A person licensed as a new car dealer under Section
22 5-101 of this Code shall not be subject to the provisions of
23 this Section regarding the rental of private passenger motor
24 vehicles when providing, free of charge, temporary substitute
25 vehicles for customers to operate during a period when a
26 customer's vehicle, which is either leased or owned by that

1 customer, is being repaired, serviced, replaced or otherwise
2 made unavailable to the customer in accordance with an
3 agreement with the licensed new car dealer or vehicle
4 manufacturer, so long as the customer orally or in writing is
5 made aware that the temporary substitute vehicle will be
6 covered by his or her insurance policy and the customer shall
7 only be liable to the extent of any amount deductible from such
8 insurance coverage in accordance with the terms of the policy.

9 (i) This Section, except the requirements of subsection
10 (g), also applies to rental agreements of 30 continuous days or
11 less involving a motor vehicle that was delivered by an out of
12 State person or business to a renter in this State.

13 (j) A public airport may, if approved by its local
14 government corporate authorities or its airport authority,
15 impose a customer facility charge upon customers of rental car
16 companies for the purposes of financing, designing,
17 constructing, operating, and maintaining consolidated car
18 rental facilities and common use transportation equipment and
19 facilities, which are used to transport the customer,
20 connecting consolidated car rental facilities with other
21 airport facilities.

22 Notwithstanding subsection (f) of this Section, the
23 customer facility charge shall be collected by the rental car
24 company as a separate charge, and clearly indicated as a
25 separate charge on the rental agreement and invoice. Facility
26 charges shall be immediately deposited into a trust account for

1 the benefit of the airport and remitted at the direction of the
2 airport, but not more often than once per month. The charge
3 shall be uniformly calculated on a per-contract or per-day
4 basis. Facility charges imposed by the airport may not exceed
5 the reasonable costs of financing, designing, constructing,
6 operating, and maintaining the consolidated car rental
7 facilities and common use transportation equipment and
8 facilities and may not be used for any other purpose.

9 Notwithstanding any other provision of law, the charges
10 collected under this Section are not subject to retailer
11 occupation, sales, use, or transaction taxes.

12 (k) When a rental car company states a rental rate in any
13 of its rate advertisements, its proprietary computer
14 reservation systems, or its in-person quotations intended to
15 apply to an airport rental, a company that collects from its
16 customers a customer facility charge for that rental under
17 subsection (j) shall do all of the following:

18 (1) Clearly and conspicuously disclose in any radio,
19 television, or other electronic media advertisements the
20 existence and amount of the charge if the advertisement is
21 intended for rentals at an airport imposing the charge or,
22 if the advertisement covers an area with multiple airports
23 with different charges, a range of amounts of customer
24 facility charges if the advertisement is intended for
25 rentals at an airport imposing the charge.

26 (2) Clearly and conspicuously disclose in any print

1 rate advertising the existence and amount of the charge if
2 the advertisement is intended for rentals at an airport
3 imposing the charge or, if the print rate advertisement
4 covers an area with multiple airports with different
5 charges, a range of amounts of customer facility charges if
6 the advertisement is intended for rentals at an airport
7 imposing the charge.

8 (3) Clearly and conspicuously disclose the existence
9 and amount of the charge in any telephonic, in-person, or
10 computer-transmitted quotation from the rental car
11 company's proprietary computer reservation system at the
12 time of making an initial quotation of a rental rate if the
13 quotation is made by a rental car company location at an
14 airport imposing the charge and at the time of making a
15 reservation of a rental car if the reservation is made by a
16 rental car company location at an airport imposing the
17 charge.

18 (4) Clearly and conspicuously display the charge in any
19 proprietary computer-assisted reservation or transaction
20 directly between the rental car company and the customer,
21 shown or referenced on the same page on the computer screen
22 viewed by the customer as the displayed rental rate and in
23 a print size not smaller than the print size of the rental
24 rate.

25 (5) Clearly and conspicuously disclose and separately
26 identify the existence and amount of the charge on its

1 rental agreement.

2 (6) A rental car company that collects from its
3 customers a customer facility charge under subsection (j)
4 and engages in a practice which does not comply with
5 subsections (f), (j), and (k) commits an unlawful practice
6 within the meaning of the Consumer Fraud and Deceptive
7 Business Practices Act.

8 (1) Notwithstanding subsection (f), any person who rents a
9 motor vehicle to another may, in connection with the rental of
10 a motor vehicle to (i) a business renter or (ii) a business
11 program sponsor under the sponsor's business program, do the
12 following:

13 (1) separately quote, by telephone, in person, or by
14 computer transmission, additional charges for the rental;
15 and

16 (2) separately impose additional charges for the
17 rental.

18 (1-5) A person licensed under Section 5-101, 5-101.2, or
19 5-102 of this Code shall not participate in a rental-purchase
20 agreement vehicle program unless the licensee retains the
21 vehicle in his or her name and retains proof of proper vehicle
22 registration under Chapter 3 of this Code and liability
23 insurance under Section 7-601 of this Code. The licensee shall
24 transfer ownership of the vehicle to the renter within 20
25 calendar days of the agreed-upon date of completion of the
26 rental-purchase agreement. If the licensee fails to transfer

1 ownership of the vehicle to the renter within the 20 calendar
2 days, then the renter may apply for the vehicle's title to the
3 Secretary of State by providing the Secretary the
4 rental-purchase agreement, an application for title, the
5 required title fee, and any other documentation the Secretary
6 deems necessary to determine ownership of the vehicle. For
7 purposes of this subsection (1-5), "rental-purchase agreement"
8 has the meaning set forth in Section 1 of the Rental-Purchase
9 Agreement Act.

10 (m) As used in this Section:

11 (1) "Additional charges" means charges other than: (i)
12 a per period base rental rate; (ii) a mileage charge; (iii)
13 taxes; or (iv) a customer facility charge.

14 (2) "Business program" means:

15 (A) a contract between a person who rents motor
16 vehicles and a business program sponsor that
17 establishes rental rates at which the person will rent
18 motor vehicles to persons authorized by the sponsor; or

19 (B) a plan, program, or other arrangement
20 established by a person who rents motor vehicles at the
21 request of, or with the consent of, a business program
22 sponsor under which the person offers to rent motor
23 vehicles to persons authorized by the sponsor on terms
24 that are not the same as those generally offered by the
25 rental company to the public.

26 (3) "Business program sponsor" means any legal entity

1 other than a natural person, including a corporation,
2 limited liability company, partnership, government,
3 municipality or agency, or a natural person operating a
4 business as a sole proprietor.

5 (4) "Business renter" means any person renting a motor
6 vehicle for business purposes or, for any business program
7 sponsor, a person who is authorized by the sponsor to enter
8 into a rental contract under the sponsor's business
9 program. "Business renter" does not include a person
10 renting as:

11 (A) a non-employee member of a not-for-profit
12 organization;

13 (B) the purchaser of a voucher or other prepaid
14 rental arrangement from a person, including a tour
15 operator, engaged in the business of reselling those
16 vouchers or prepaid rental arrangements to the general
17 public;

18 (C) an individual whose car rental is eligible for
19 reimbursement in whole or in part as a result of the
20 person being insured or provided coverage under a
21 policy of insurance issued by an insurance company; or

22 (D) an individual whose car rental is eligible for
23 reimbursement in whole or in part as a result of the
24 person purchasing motor vehicle repair services from a
25 person licensed to perform those services.

26 (Source: P.A. 100-450, eff. 1-1-18.)"