

The meeting was called to order at 8:05 a.m. Senator Close was in the Chair.

PRESENT: Senator Close
Senator Hernstadt
Senator Don Ashworth
Senator Dodge
Senator Ford
Senator Sloan
Senator Raggio

ABSENT: None

SB 262 Specifies certain rights and liabilities of lessor and lessee upon termination or expiration of lease of motor vehicle. (See minutes of March 9, 27, 29 and April 23 for testimony and discussion.)

David Hagen, Nevada National Bank, stated that he had with him the amendments that the Bankers Association had put together on this bill. The legal size sheet puts together a merger of the suggested amendments. (See attachment A.) The letter size sheet is a line by line, amendment by amendment, format. (See attachment B.)

After going through these amendments, the Committee had the following concerns with the amendments.

1. Take out "open-end" in "open-end vehicle lease", wherever this language appears.
2. Make sure that the terms "estimated residual value" and "estimated fair market value" are the same.
3. Put some attorney fee language into the bill.
4. On the "wholesale value", make sure that it is understood that it could be given at retail value, or leave the word "wholesale" out altogether.
5. Instead of saying "agreement on the part of the lessee or a third party", put in the language "agreement beyond the control of the lessor."
6. On line 14, page 3, change the "may set reasonable standards", to "must set".
7. Section 4, line 16, after termination put in "or expiration" to clarify that it is either in the middle of the lease, or at the end of the lease.
8. The language should be tracked from the federal law that his liability is based on estimated residual value, or unamortized cost, to be consistent.
9. This should become effective on July 1, 1979, even though the industry stated they would need at least 6 months to implement the paperwork.
10. Use either "termination" or "expiration" throughout the statute.

Senator Close stated that he will get the amendments drafted and presumes that they track with the full written bill which

was given to the Committee. Also, he felt that if the bid is accepted, it should be 5 working days for the lessee to come up with the money.

No action was taken on this bill at this time.

AB 687 Increases penalties for subsequent commission of certain acts of vagrancy.

Larry Ketzenberger, Las Vegas Metropolitan Police, stated that this bill was requested by the vice detail of the Metropolitan Police Department, and was also supported by the Reno Police Department. Primarily, what this bill does, is to change Sections A, B and C of NRS 207.030, to require that a person convicted of soliciting for prostitution, or pandering, within 3 years of the first conviction, would be required to be sentenced to 30 days in the county jail and a \$250.00 fine. For a third conviction within a 3 year period they would be required to be sentenced to 6 months and a fine of not less than \$250.00. If 3 years expired between the first conviction and the second conviction, then the penalty would be the same as for a misdemeanor. He feels that if there was a law with some teeth in it, the prostitutes and pimps would leave town. In 1973 a local ordinance was passed which provided jail time, and there was a significant reduction in the number of prostitutes in Las Vegas. However, that ordinance was declared to be in violation of State law, which superseded it. A great number of murders we experience are the result of prostitution and related activities. We don't go after all the prostitutes, we are primarily interested in those who victimize their clients.

Senator Sloan stated that this can really get out of hand. When he was D.A., they were accosting people on the street, whether they were with their wives or not. For a time it was almost as bad as a combat zone in Boston. It became the cost of doing business, the prostitute pays the bond and she is back out, either doing a trick-roll or charging more. He stated he is convinced that if enough pressure is put on them they will go someplace else.

Senator Hernstadt moved that AB 687 be passed out of Committee with a "do pass" recommendation.

Seconded by Senator Sloan.

Motion carried unanimously.

AB 141 Prohibits advertisement of prostitution where its practice is unlawful.
(See minutes of February 23 and April 21 for testimony and discussion.)

Senator Ford stated that the Committee had said earlier in the session that if one of the Committee was going to act

differently on the floor than in the Committee, they should let the Committee know. She stated that she has decided that she really cannot vote in favor of this bill. She feels there are too many problems in terms of the kinds of books that this might cover and because of that there could be law suits that cannot possibly be won.

Senator Close stated that Jan Stewart had asked that the bill be modified. On line 14 he wants to add in "prima facie evidence of", so it would read, "obtain any such information constitutes prima facie evidence of advertising for the purposes of this section."

Senator Ford stated that if you look at the title, it says that the bill prohibits the advertising of prostitution where its practice is unlawfull. If you go back and look at the original statute, the purpose of that was to prohibit the unlawful advertising of illicit resorts. What we have done is to remove the unlawful advertising of illicit resorts in counties where it is legal. The law has been eliminated entirely by modification to deal with advertising in counties where it is not legal. The original intent of the statute is entirely gone and it has been utilized to prohibit advertising in Clark County.

Senator Sloan stated that even with Mr. Stewart's amendment he doesn't feel it is constitutional. What we have done is take books that are sold all over the United States and ban them. It defies comprehension that you can take a book, which is presumptively first amendment, and say you cannot sell it. We have been through this on the dirtiest of books.

Jan Stewart, Assemblyman, stated that the original Section 1 made it unlawful to advertise and it only deals with that type of thing.

Senator Ford stated that intercourse in a licensed house of prostitution is not illicit, so in a county that licenses prostitution, what is illicit intercourse?

Mr. Stewart stated that he felt with the "prima facie" language in the bill it would cover the problem. Advertising then becomes advertising in a publication that attempts to bring customers into a particular business location. The book is only prima facie evidence. An attorney could attack, merely by virtue of the fact that it has location, but no attempt is made by the book to encourage business of a house of prostitution.

Senator Sloan stated that the burden is still on the writer or publisher of a book. The amendment makes it better, but he feels that if someone really wants to challenge this the statute will not stand up. He stated that if something was put in that states it has to be paid for by the owner or an affiliate of a house of prostitution, then that might eliminate

the problem with the book situation.

Senator Raggio questioned what about the situation such as Storey County, where prostitution is legal. The house of prostitution takes out an ad in the Virginia City News, which is sold in Washoe and Clark, where prostitution is illegal, can we prohibit that paper from being sold in Washoe or Clark? That is really first amendment interference.

Senator Sloan stated that perhaps one thing that should be looked at is the Federal Statute, which precludes the dissemination on inter-state commerce of gaming. When the papers in Nevada run their out-of-state papers they leave blanks where the gaming ads go. He doesn't know if that statute has ever been upheld, but this is the same type of restriction on dissemination through the media.

No action was taken on this bill at this time.

SB 492 Corrects omission of word "anal" from definition of statutory sexual seduction.

Senator Close stated that this was a misprint from last session, where somehow the word had been put into the statute as "and."


Senator Dodge moved that SB 492 be passed out of Committee with a "do pass" recommendation.

Seconded by Senator Ashworth.

Motion carried unanimously.

The meeting was adjourned at 10:55 a.m.

Respectfully submitted,


Virginia C. Letts, Secretary

APPROVED:

Senator Melvin D. Close, Jr., Chairman

1 AMENDMENTS TO SB 262 (First Reprint)
2 MERGED INTO BILL FORM

3 Following Hearing On April 23, 1979

4 Section 1. Chapter 100 of NRS is hereby amended by adding thereto
5 the provisions set forth as sections 2 to 14, inclusive, of this act.

6 Sec. 2. As used in sections 2 to 14, inclusive, of this act:

7 1. "Vehicle" means every device in, upon or by which any person or
8 property is or may be transported upon a public highway, except devices:

9 (a) Moved by human power;

10 (b) Used exclusively upon stationary rails or tracks; or

11 (c) Having a gross weight of more than 10,000 pounds, exclusive
12 of the weight of any slide-in camper as defined in NRS 482.113 which
13 may be on it.

14 2. "Person" includes any governmental entity.

15 3. "Open-end Vehicle Lease" means a bailment or lease of a single
16 vehicle by a person for more than four months where the lessee's obligation
17 upon lease termination or expiration is based on the excess of the un-
18 amortized capitalized cost of the vehicle over its value as established in
19 accordance with Section 7 hereof. The term includes a contract where the
20 lessee becomes or may become owner of the vehicle by payment to the lessor
21 of an amount which is substantially equal to the unamortized capitalized
22 cost, provided that the payment is not nominal.

23 4. "Commercial vehicle lease" means a bailment or lease of a single
24 vehicle by a person for more than four months, and for a total contractual
25 obligation not exceeding \$25,000, primarily for business or commercial
26 purposes, whether or not the lessee has the option to purchase or otherwise
27 become the owner of the vehicle at termination of the lease. The term does
28 not include a contract where the lessee contracts to pay as compensation
29 for use of the vehicle a sum substantially equivalent to or in excess of the
30 capitalized cost thereof and it is agreed that the bailee or lessee may
31 become the owner thereof for no other or a nominal consideration. The term
32 includes a contract where the lessee becomes or may become owner of the
33 vehicle by payment to the lessor of an amount which is substantially equal
34 to the unamortized capitalized cost, provided that the payment is not nominal.

35 Sec. 3. 1. Before a commercial vehicle lease is consummated, the
36 lessor must give the lessee a dated written statement on which the lessor
37 and lessee are identified and the following information with respect to
38 the lease is set out accurately in a clear and conspicuous manner:

39 (a) A brief description or identification of the leased vehicle.

40 (b) The amount of any payment by the lessee required at the
41 inception of the lease.

42 (c) The amount paid or payable by the lessee for any official
43 fees, registration, certificate of title, license fees and taxes.

44 (d) The amount of other charges payable by the lessee not included
45 in the periodic payments, and a description of those charges.

46 ...

1 (e) A statement of the amount or the method of determining
2 the amount of any liabilities the lease imposes upon the lessee at
3 the end of the term and whether or not the lessee has the option to
4 purchase the leased vehicle and, if at the end of the lease term,
5 at what price, and, if prior to the end of the lease term, at what
6 time and the price or method of determining the price.

7 (f) A statement identifying all express warranties and guarantees
8 made by the manufacturer or lessor with respect to the leased
9 vehicle, and identifying the party responsible for maintaining or
10 servicing the leased vehicle, together with a description of the
11 responsibility.

12 (g) A brief identification of insurance required in con-
13 nection with the lease including (i) if provided or paid by the
14 lessor, the types and amounts of coverages and cost to the lessee,
15 or (ii) if not provided or paid for by the lessor, the types and
16 amounts of coverages required of the lessee.

17 (h) A description of any security interest held or to be
18 retained by the lessor in connection with the lease and a clear
19 identification of the property to which the security interest
20 relates.

21 (i) The number, amount and due dates or periods of payments
22 under the lease and the total amount of the periodic payments.

23 (j) Where the lease provides that the lessee is liable for
24 either the estimated residual value of the vehicle or its un-
25 amortized capitalized cost as permitted by subsection 2 on expiration
26 of the lease, the fair market value of the vehicle at the inception
27 of the lease, the aggregate cost of the lease on expiration and the
28 differential between them.

29 (k) A statement of the conditions under which the lessee or
30 lessor may terminate the lease before the end of the term and the
31 amount or the method of determining the amount of any penalty or
32 other charge for delinquency, default, late payments or early
33 termination.

34 (l) That the lessee is liable for the differential, if any,
35 between the estimated residual value of the leased vehicle and its
36 fair market value at the expiration of the lease, if the lessee has
37 such liability.

38 (m) That the lessee is liable for the differential, if any,
39 between the unamortized capitalized cost of the vehicle as permitted
40 by subsection 2 and its fair market value at the expiration of the
41 lease, if the lessee has such liability.

42 2. A lessee shall not be liable for the differential between the
43 unamortized capitalized cost of the leased vehicle (where such amount
44 differs from the estimated residual value), and its fair market value at
45 the expiration of the lease, unless the lessor discloses the estimated
46 residual value of the vehicle and the limitation of expiration liability
47 exclusively associated with its use and the lessee specifically agrees
48 to the use of an amount other than the estimated residual value. Such
49 disclosure and agreement may be made in the lease contract to be signed
50 by the lessee and shall in any event be set forth in 10 point typeface
51 and be acknowledged by the lessee's initials.

52 3. The disclosures required by subsection 1 may be made in the
53 lease contract to be signed by the lessee.

EXHIBIT A

1 4. The lessor shall provide accurate information in the disclosure
2 statement, but if he is not in a position to know exact information for
3 a particular portion of the statement, he may give that portion in the
4 form of an estimate if he identifies the information as an estimate.

5 5. If information disclosed in accordance with subsection 1 is
6 subsequently rendered inaccurate as the result of any act, occurrence,
7 or agreement subsequent to the delivery of the required disclosures, the
8 inaccuracy resulting therefrom does not constitute a violation of
9 subsection 1.

10 Sec. 4. 1. Where the commercial vehicle lease contains an amount
11 identified as the lessee's liability upon expiration of the lease based
12 on the estimated residual value of the vehicle, the estimated residual
13 value must be a reasonable approximation of the anticipated fair market
14 value of the vehicle upon expiration of the lease.

15 2. There is a rebuttable presumption that the estimated residual
16 value is unreasonable to the extent that it exceeds the actual residual
17 value by more than three times the average payment allocable to a monthly
18 period under the lease and the lessor shall not collect from the lessee
19 the amount of such excess liability on expiration of a commercial vehicle
20 lease unless the lessor brings a successful action with respect to such
21 excess liability. This presumption does not apply to the extent the
22 excess of estimated residual value over actual residual value is due to
23 physical damage to the vehicle beyond reasonable wear and use, or to
24 excessive use. The lease may set reasonable standards for wear and use.

25 3. This section does not preclude the right of a willing lessee to
26 make any mutually agreeable final adjustment with respect to excess
27 residual liability if the agreement is reached after termination of the
28 lease.

29 Sec. 5. If the commercial vehicle lease provides that the lessee
30 is liable for an amount based on the residual value of the vehicle at
31 the termination of the lease, the lessee may obtain, at his expense, a
32 professional appraisal of the vehicle by an independent third party
33 agreed to by both parties. An appraisal obtained pursuant to this
34 section is final and binding on the parties.

35 Sec. 6. 1. Except as otherwise provided in this section, any
36 lessor who fails to comply with the requirements of section 3 of this
37 act with respect to any lessee is liable to the lessee for the sum of:

38 (a) Any actual damage sustained by such person as a result of
39 the failure;

40 (b) Twenty-five percent of the total amount of monthly payments
41 under the lease, but not less than \$100 nor more than \$1,000; and

42 (c) In the case of any successful action to enforce the
43 foregoing liability, the costs of the action, together with a
44 reasonable attorney's fee as determined by the court.

45 2. A lessor has no liability under this section for any failure to
46 comply with any requirement imposed under section 3 of this act if
47 within 15 days after discovering an error, and prior to the institution
48 of an action under this section or the receipt of written notice of the
49 error, the lessor notifies the lessee of the error and makes whatever
50 adjustments in the appropriate account are necessary to insure that the
51 lessee will not be required to pay a charge in excess of the amount
52 actually disclosed or correctly determined.

1 3. A lessor may not be held in any action brought under this
2 section for a violation of section 3 of this act if the lessor shows by
3 a preponderance of evidence that the violation was not intentional and
4 resulted from a bona fide error notwithstanding the maintenance of
5 procedures reasonably adapted to avoid any such error.

6 4. No provision of this section imposing any liability applies to
7 any act done or omitted in good faith in conformity with any rule,
8 regulation or interpretation by the Board of Governors of the Federal
9 Reserve System or in conformity with any interpretation or approval by
10 an official or employee of the Federal Reserve System duly authorized by
11 the Board to issue such interpretation or approvals under such procedures
12 as the Board may prescribe therefor, even if after the act or omission
13 has occurred, the rule, regulation, interpretation or approval is amended,
14 rescinded or determined by judicial or other authority to be invalid for
15 any reason.

16 5. The multiple failure to disclose to any lessee any information
17 required to be disclosed in connection with a single commercial vehicle
18 lease entitles the lessee to a single recovery under this section but
19 continued failure to disclose after a recovery has been granted gives
20 rise to rights to additional recoveries.

21 6. A lessee may not take any action to offset any amount for which
22 a lessor is potentially liable against any amount owing to the lessor by
23 the lessee unless the amount of the lessor's liability to the lessee has
24 been determined by judgment of a court of competent jurisdiction.

25 7. Actions alleging a failure to disclose or otherwise comply with
26 the requirements of section 3 of this act shall be brought within one
27 year of the date of consummation of the commercial vehicle lease transaction.

28 Sec. 7. 1. Where the lessee's liability on the date the ~~open-end~~ ^(commercial)
29 vehicle lease terminates or expires is based on the fair market value of
30 the vehicle at that time and the lessor and lessee do not agree in writing
31 on that value or on another method of establishing it, the lessor may,
32 subject to the provisions of section 9 of this act, for the purpose of
33 establishing fair market value and thereby providing the basis for
34 determining the lessee's liability:

35 (a) Obtain bids from third persons; or

36 (b) Sell the vehicle.

37 2. The lessor shall act in a commercially reasonable manner in
38 obtaining bids or selling the vehicle. The fact that a better price could
39 have been obtained at a different time or in a different method from that
40 selected by the lessor is not of itself sufficient to establish that the
41 lessor did not act in a commercially reasonable manner. If the lessor
42 either sells the vehicle in the usual manner in any recognized market for
43 such a vehicle or if he sells it or obtains bids at the price current in
44 that market at the time of the sale or bidding, or if he has otherwise sold
45 the vehicle in conformity with reasonable commercial practices among dealers
46 in the type of vehicle sold, the lessor has acted in a commercially
47 reasonable manner.

48 3. If the lessee does not submit a bid pursuant to section 9 of this
49 act, the highest bid obtained pursuant to this section or the actual sale
50 price, whichever is higher, establishes the fair market value of the vehicle.

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1 Sec. 8. 1. The lessor shall give the lessee written notice of his
2 intention to establish the fair market value of the vehicle under the
3 open-end vehicle lease at least 15 days before that action is taken. The
4 notice must be given in person to the lessee or sent by mail to the
5 address of the lessee shown on the open-end vehicle lease, unless the
6 lessee has notified the lessor in writing of a different address.

7 2. The notice must:

8 (a) List separately any actual or estimated charges due under
9 the open-end vehicle lease as of the date of the notice, notwithstand-
10 ing any possible limitations on the liability of the lessee provided
11 by the Consumer Leasing Act of 1976 (15 U.S.C. §1667(b));

12 (b) If the lessee is liable for the differential, if any,
13 between the estimated residual value of the vehicle and its fair
14 market value at the expiration of the [open-end] vehicle lease, inform
15 lessee that his maximum total liability under the lease may be limited
16 to three times the average payment allocable to a monthly period under
17 the lease if the estimated residual value exceeds the fair market value
18 by that amount and the difference is not due to physical damage to the
19 vehicle beyond reasonable wear and use or to excessive use and lessor
20 cannot prove that the estimated residual value was a reasonable estimate.

21 (c) Inform the lessee that he has the right to submit a written
22 bid for the purchase of the vehicle before its value is established.

23 (d) Inform lessee of the wholesale value of the vehicle on
24 the date of the notice as estimated in the then current version of the
25 Kelley Blue Book or its equivalent.

26 Sec. 9. 1. The lessee has the right at any time before the lessor
27 establishes the value of the vehicle to submit a written bid for its
28 purchase.

29 2. If the lessor accepts the lessee's bid as the highest bid, the
30 lessee has three days from the date of such acceptance within which to
31 tender the full amount of the purchase price and:

32 (a) If the lessee tenders the full amount within the prescribed
33 time and the lessor nevertheless elects not to sell the vehicle to
34 him, the bid establishes the fair market value of the vehicle and the
35 lessor must credit the amount of the bid against the lessee's liability
36 under the lease.

37 (b) If the lessee fails to tender the full amount of the purchase
38 price within the prescribed time, the lessor's bid does not establish
39 the fair market value of the vehicle and the lessor must credit against
40 the lessee's liability the amount of the next highest bid, or the
41 actual sale price of the vehicle.

42 Sec. 10. If the lessor fails to comply with the provisions of section
43 7, 8 or 9, lessor shall not recover any deficiency from the lessee.

44 Sec. 11. This act shall apply to all open-end vehicle leases
45 terminating or expiring after its effective date.

46 Sec. 12. N.R.S. 97.105 is hereby amended to read as follows:

47 1. "Retail installment contract" or "contract" means a contract, other
48 than a retail charge agreement or an instrument reflecting a sale made
49 pursuant thereto, entered into or performed in this state for a retail
50 installment transaction.

1 2. The term ["retail installment contract"] includes a security
2 agreement and a bailment contract or lease if the bailee or lessee
3 contracts to pay as compensation for their use a sum substantially
4 equivalent to or in excess of the value of the goods and if it is agreed
5 that the bailee or lessee [is bound to become] becomes or, without
6 giving further substantial value, has the option of becoming the owner
7 of the goods upon full compliance with the provisions of the bailment or
8 lease.

9 3. The term does not include a bailment or lease of goods where
10 the lessee becomes or may become the owner of the goods by payment to
11 the lessor of an amount which is substantially equal to the unamortized
12 capitalized cost thereof, provided that the payment is not nominal.

13 Sec. 13. Sections 7 to 12 shall become effective as to all existing
14 open-end vehicle leases and retail installment contracts upon passage
15 and approval.

16 Sec. 14. Sections 1 through 6 of this act shall become effective
17 six months following the date of its passage and approval as to all
18 commercial vehicle leases entered into on or after such effective date.

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AMENDMENTS TO SB 262 (First reprint)
Following Hearing on April 23, 1979

Amendment 1

Amend Section 1, page 1, line 2, by deleting "9" and inserting "14".

Amendment 2

Amend Section 2, page 1, line 3 by deleting "9" and inserting "14".

Amendment 3

Amend Section 2, page 1, by deleting lines 12 through 14 and inserting:

"3. Open-end vehicle lease" means a bailment or lease of a single vehicle by a person for more than four months where the lessee's obligation upon lease termination or expiration is based on the excess of the unamortized capitalized cost of the vehicle over its value as established in accordance with section 7 hereof. The term includes a contract where the lessee becomes or may become owner of the vehicle by payment to the lessor of an amount which is substantially equal to the unamortized capitalized cost, provided that the payment is not nominal.

Amendment 4

Amend Section 2, page 1 by inserting between lines 14 and 15, but after Amendment 3:

4. "Commercial vehicle lease" means a bailment or lease of a single vehicle by a person for more than four months, and for a total contractual obligation not exceeding \$25,000, primarily for business or commercial purposes, whether or not the lessee has the option to purchase or otherwise become the owner of the vehicle at termination of the lease. The term does not include a contract where the lessee contracts to pay as compensation for use of the vehicle a sum substantially equivalent to or in excess of the capitalized cost thereof and it is agreed that the bailee or lessee may become the owner thereof for no other or a nominal consideration. The term includes a contract where the lessee becomes or may become owner of the vehicle by payment to the lessor of an amount which is substantially equal to the unamortized capitalized cost, provided that the payment is not nominal."

Amendment 5

Amend Section 3, page 1, by deleting line 15 and inserting:

"Sec. 3. 1. Before a commercial vehicle lease is consummated, the lessor must"

Amendment 6

Amend Section 3, page 2, by deleting lines 2 through 5 and inserting:

"in the periodic payments, and a description of those charges."

Amendment 7

Amend Section 3, page 2, by deleting line 9 and inserting:

"lease vehicle and, if at the end of the lease term, at what price, and, if prior to the end of the lease term, at what time and the price or method of determining the price."

Amendment 8

Amend Section 3, page 2, by deleting lines 14 through 16 and inserting:

"(g) A brief identification of insurance required in connection with the lease including (i) if provided or paid by the lessor, the types and amounts of coverages and cost to the lessee, or (ii) if not provided or paid for by the lessor, the types and amounts of coverages of the lessee."

Amendment 9

Amend Section 3, page 2 by deleting lines 22 and 23 and inserting:

"(j) Where the lease provides that the lessee is liable for either the estimated residual value of the vehicle or its un-amortized capitalized cost as permitted by subsection 2 on expiration of the lease, the fair market

Amendment 10

Amend Section 3, page 2, by inserting between lines 29 and 30:

"(l) That the lease is liable for the differential, if any, between the estimated residual value of the leased vehicle and its fair market value at the expiration of the lease, if the lessee has such liability.

"(m) That the lessee is liable for the differential, if any, between the unamortized capitalized cost of the vehicle as permitted by subsection 2 and its fair market value at the expiration of the lease, if the lessee has such liability.

"2. A lessee shall not be liable for the differential between the unamortized capitalized cost of the leased vehicle (where such amount differs from the estimated residual value), and its fair market value at the expiration of the lease, unless the lessor discloses the estimated residual value of the vehicle and the limitation of expiration liability exclusively associated with its use and the lessee specifically agrees to the use of an amount other than the estimated residual value. Such disclosure and agreement may be made in the lease contract to be signed by the lessee and shall in any event be set forth in 10 point typeface and be acknowledged by the lessee's initials."

Amendment 11

Amend Section 3, page 2, line 30 by deleting "2." and inserting "3".

Amendment 12

Amend Section 3, page 2, line 32 by deleting "3." and inserting "4".

Amendment 13

Amend Section 3, page 2, by inserting between lines 35 and 36:

"5. If information disclosed in accordance with subsection 1 is subsequently rendered inaccurate as the result of any act, occurrence, or agreement subsequent to the delivery of the required disclosures, the inaccuracy resulting therefrom does not constitute a violation of subsection 1."

Amendment 14

Amend Section 4, page 2, line 36 by inserting "commercial" following "the".

Amendment 15

Amend Section 4, page 2 by deleting line 44 and inserting:

"monthly period under the lease and the lessor shall not collect from the lessee the amount of such excess liability on expiration of a commercial vehicle lease unless the lessor brings a successful action with respect to such excess liability. This presumption does not apply to the"

Amendment 16

Amend the bill as a whole by renumbering Section 8 on page 4 as Section 5 and Section 9 on page 4 as Section 6 and inserting those sections between lines 2 and 3 on page 3.

Amendment 17

Amend Section 9, page 4 by deleting the words "Sections 2 to 8, inclusive" on lines 16, 26 and 34 and inserting "Section 3"., and by adding at the end of the section a new paragraph reading:

"7. Actions alleging a failure to disclose or otherwise comply with the requirements of Section 3 of this act shall be brought within one year of the date of consummation of the commercial vehicle lease transaction."

Amendment 18

Amend the bill as a whole by renumbering Sections 5, 6, and 7 on page 3 to be 7, 8 and 9 respectively.

Amendment 19

Amend Section 5, page 3, line 3 by inserting "open-end" after the words "on the date the"

Amendment 20

Amend Section 5, page 3, line 7 by deleting "7" and inserting "9" and deleting line 12.

Amendment 21

Amend Section 5, paragraph 2, page 3 by deleting the word "motor" on lines 18, 19 and 21.

Amendment 22

Amend Section 5, paragraph 2, page 3 by deleting the words "dispose of" on lines 18, 19, 21, 22 and 23 and inserting "sells" on lines 18 and 19 and the word "sold" on lines 21 and 22, and in the same section delete the word "disposition" on line 20 and insert the word "sale", and on line 24 delete "7" and insert "9".

Amendment 23

Amend Section 6, page 3, by inserting "open-end" after the words "vehicle under the " and before "vehicle" on line 28 and inserting "open-end vehicle" after "on the" and before "lease" on line 31.

Amendment 24

Amend Section 6, page 3, line 29 by deleting "10" and inserting "15".

Amendment 25

Amend Section 6, page 3, line 34 by inserting at the end of that line the words "open-end vehicle"

Amendment 26

Amend Section 6, page 3 by deleting lines 38 and 39 and inserting:

"(b) If the lessee is liable for the differential, if any, between the estimated residual value of the vehicle and its fair market value at the expiration of the lease, inform lessee that his maximum total liability under the lease may be limited to three times the average payment allocable to a monthly period under the lease if the estimated residual value exceeds the fair market value by that amount and the difference is not due to physical damage to the vehicle beyond reasonable wear and use or to excessive use and lessor cannot prove that the estimated residual value was a reasonable estimate."

Amendment 27

Amend Section 6, page 3, line 41 by deleting "or within 5" and inserting a period and deleting line 42.

Amendment 28

Amend Section 6, page 3 by inserting between lines 42 and 43:

"(d) Inform lessee of the wholesale value of the vehicle on the date of the notice as estimated in the then current version of the Kelley Blue Book or its equivalent."

Amendment 29

Amend Section 7, page 3, line 44 by deleting ", or within 5 days thereafter,"

Amendment 30

Amend the bill by deleting line 8, page 5 and inserting:

"Sec. 10. If the lessor fails to comply with the provisions of Sections 7, 8 or 9, lessor shall not recover any deficiency from the lessee."

Amendment 31

Amend the bill by adding:

"Sec. 11. This act shall apply to all open-end vehicle leases terminating or expiring after its effective date."

"Sec. 12. N.R.S. 97.105 is hereby amended to read as follows:

"1. 'Retail installment contract' or 'contract' means a contract, other than a retail charge agreement or an instrument reflecting a sale made pursuant thereto, entered into or performed in this state for a retail installment transaction.

2. The term ["retail installment contract"] includes a security agreement and a bailment contract or lease if the bailee or lessee contracts to pay as compensation for their use a sum substantially equivalent to or in excess of the value of the goods and if it is agreed that the bailee or lessee [is bound to become] becomes or, without giving further substantial value, has the option of becoming the owner of the goods upon full compliance with the provisions of the bailment or lease.

3. The term does not include a bailment or lease of goods where the lessee becomes or may become the owner of the goods by payment to the lessor of an amount which is substantially equal to the unamortized capitalized cost thereof, provided that the payment is not nominal.

Sec. 13. Sections 7 to 12 shall become effective as to all existing open-end vehicle leases and retail installment contracts upon passage and approval.

Sec. 14. Sections 1 through 6 of this act shall become effective six months following the date of its passage and approval as to all commercial vehicle leases entered into on or after such effective date."

Amendment 32

Amend Section 8, page 4 by inserting "commercial" on line 9 after "Sec. 8. If the" and amend Section 9, page 4, line 49 by inserting "commercial vehicle" after "with a single".

ASSEMBLY BILL NO. 687—COMMITTEE ON JUDICIARY

APRIL 2, 1979

Referred to Committee on Judiciary

SUMMARY—Increases penalties for subsequent commission of certain acts of vagrancy. (BDR 16-1492)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State or on Industrial Insurance: No.

EXPLANATION—Matter in *italics* is new; matter in brackets [] is material to be omitted.

AN ACT relating to vagrants; increasing penalties for subsequent commission of certain acts of vagrancy; and providing other matters properly relating thereto.

The People of the State of Nevada, represented in Senate and Assembly, do enact as follows:

- 1 SECTION 1. NRS 207.030 is hereby amended to read as follows:
2 207.030 1. Every person [is a vagrant] who:
3 (a) Solicits anyone to engage in or who engages in lewd or dissolute
4 conduct in any public place or in any place open to the public or exposed
5 to public view;
6 (b) Solicits any act of prostitution;
7 (c) Is a pimp, panderer or procurer or lives in or about houses of
8 prostitution;
9 (d) Accosts other persons in any public place or in any place open to
10 the public for the purpose of begging or soliciting alms;
11 (e) Goes from house to house begging food, money or other articles,
12 or seeks admission to such houses upon frivolous pretexts for no other
13 apparent motive than to see who may be therein, or to gain an insight
14 of the premises;
15 (f) Keeps a place where lost or stolen property is concealed;
16 (g) Loiters in or about any toilet open to the public for the purpose
17 of engaging in or soliciting any lewd or lascivious or any unlawful act;
18 (h) Loiters or wanders upon the streets or from place to place with-
19 out apparent reason or business and who refuses to identify himself and
20 to account for his presence when requested by any peace officer so to
21 do, if the surrounding circumstances are such as to indicate to a reason-
22 able man that the public safety demands [such] *the* identification;
23 (i) Loiters, prowls or wanders upon the private property of another,
24 in the nighttime, without visible or lawful business with the owner or
25 occupant thereof, or who, while loitering, prowling or wandering upon

Original bill is 2 pages long.
Contact the Research Library for
a copy of the complete bill.

SENATE BILL NO. 492—COMMITTEE ON JUDICIARY

APRIL 19, 1979

Referred to Committee on Judiciary

SUMMARY—Corrects omission of word “anal” from definition of statutory sexual seduction. (BDR 16-2050)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State or on Industrial Insurance: No.



EXPLANATION—Matter in *italics* is new; matter in brackets [] is material to be omitted.

AN ACT relating to crimes against the person; correcting the omission of the word “anal” from the definition of statutory sexual seduction; and providing other matters properly relating thereto.

The People of the State of Nevada, represented in Senate and Assembly, do enact as follows:

- 1 SECTION 1. NRS 200.364 is hereby amended to read as follows:
2 200.364 As used in NRS 200.364 to 200.368, inclusive, unless the
3 context otherwise requires:
4 1. “Perpetrator” means a person who commits a sexual assault.
5 2. “Sexual penetration” means cunnilingus, fellatio or any intrusion,
6 however slight, of any part of a person’s body or any object manipulated
7 or inserted by a person into the genital or anal openings of the body of
8 another, including sexual intercourse in its ordinary meaning.
9 3. “Statutory sexual seduction” means ordinary sexual intercourse,
10 [and] *anal* intercourse, cunnilingus or fellatio committed by a person
11 18 years of age or older with a consenting person under the age of 16
12 years.
13 4. “Victim” means a person who is subjected to a sexual assault.
14 SEC. 2. This act shall become effective upon passage and approval.