

HOUSE BILL NO. 2659
 AMENDMENT IN THE NATURE OF A SUBSTITUTE
 (Proposed by the Senate Committee on Transportation
 on February 13, 2025)
 (Patron Prior to Substitute—Delegate Milde)

A BILL to amend and reenact § 46.2-1530 of the Code of Virginia, relating to motor vehicle dealers; buyer's order; leased motor vehicles.

Be it enacted by the General Assembly of Virginia:

1. That § 46.2-1530 of the Code of Virginia is amended and reenacted as follows:

§ 46.2-1530. Buyer's order.

A. Every motor vehicle dealer shall complete, ~~in duplicate,~~ a buyer's order for each sale, lease, or exchange of a motor vehicle. *A dealer may, but is not required to, use separate buyer's order forms for a sale of a motor vehicle and a lease of a motor vehicle.* A copy of the buyer's order form shall be made available to a prospective buyer *or lessee* during the negotiating phase of a sale *or lease* and prior to any sales *or lease* agreement. ~~The completed original~~ A copy shall be retained for a period of five years in accordance with § 46.2-1529, and a duplicate copy shall be delivered to the purchaser *or lessee* at the time of sale, lease, or exchange. A buyer's order shall include:

1. The name and address of the person to whom the vehicle was sold, leased, or traded.
2. The date of the sale, lease, or trade.
3. The name and address of the motor vehicle dealer selling, leasing, or trading the vehicle.
4. The make, model year, vehicle identification number and body style of the vehicle.
5. The sale price *or agreed value* of the vehicle.
6. The amount of any cash deposit made by the buyer *or lessee*.
7. A description of any vehicle used as a trade-in and the amount credited the buyer *or lessee* for the trade-in. The description of the trade-in shall be the same as outlined in subdivision 4.
8. The amount of any sales and use tax, title fee, registration fee, purchaser's online systems filing fee, or other fee required by law for which the buyer *or lessee* is responsible and the dealer has collected. Each tax and fee shall be individually listed and identified.
9. The net balance due at settlement.
10. Any item designated as "processing fee," and the amount charged by the dealer, if any, for processing

31 the transaction. As used in this section, processing includes obtaining title and license plates for the
32 purchaser, but does not include any "purchaser's online systems filing fee," as defined in § 46.2-1530.1, or
33 any "dealer's manual transaction fee," as defined in § 46.2-1530.2.

34 11. Any item designated as "dealer's business license tax," and the amount charged by the dealer, if any.

35 12. If the dealer delivers to the customer a vehicle purchased by the customer on or after July 1, 2010, that
36 is conditional on dealer-arranged financing, the following notice, printed in bold type no less than 10 point:

37 **"IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING**
38 **TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF**
39 **YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE**
40 **FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO**
41 **A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE**
42 **PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL**
43 **INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS**
44 **APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE**
45 **DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES**
46 **CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING.**
47 **YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE**
48 **DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO**
49 **RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE**
50 **IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR.**
51 **ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU.**
52 **IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE**
53 **OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT**
54 **FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT**
55 **CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES**
56 **NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE**
57 **VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL**
58 **WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA CONSUMER**
59 **PROTECTION ACT."**

60 13. *If the dealer uses a separate buyer's order form for a lease of a motor vehicle when delivering to the*
61 *customer a vehicle leased by the customer that is conditional on dealer-arranged leasing, the following*
62 *notice, printed in bold type no less than 10 point: "IF YOU ARE LEASING THIS VEHICLE, PLEASE READ*
63 *THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A LEASE AGREEMENT WITH THE DEALER.*
64 *PART OF YOUR CONTRACT INVOLVES FINANCING THE LEASE OF YOUR VEHICLE. IF YOU ARE*
65 *LEASING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR LEASE TO A FINANCE*
66 *PROVIDER SUCH AS A BANK, CREDIT UNION, OR OTHER LENDER, YOUR VEHICLE LEASE*
67 *DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED LEASE AGREEMENT.*
68 *IF YOUR LEASE AGREEMENT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR*
69 *RISK TO YOU OR THE DEALER, YOUR LEASE CANNOT BE CANCELLED. IF YOUR LEASE*
70 *AGREEMENT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU*
71 *CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER*
72 *CAN CANCEL YOUR LEASE. IF THE LEASE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE*
73 *TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION*
74 *IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR*
75 *TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE*
76 *VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER*
77 *MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS*
78 *THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN*
79 *TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND*
80 *ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS*
81 *GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU*
82 *UNDER THE VIRGINIA CONSUMER PROTECTION ACT."*

83 14. For sales of used motor vehicles, the disclosure required by § 46.2-1529.1.

84 Except for trailers and travel trailers, if the transaction does not include a policy of motor vehicle liability
85 insurance, the seller *or lessor* shall stamp or mark on the face of the bill of sale in boldface letters no smaller
86 than 18-point type the following words: "No Liability Insurance Included."

87 A completed buyer's order when signed by both buyer *or lessee* and seller *or lessor* may constitute a bill
88 of sale.

89 B. The Board shall approve a buyer's order form and each dealer shall file with each original license
90 application its buyer's order form, on which the processing fee amount is stated.

91 C. If a processing fee is charged, that fact and the amount of the processing fee shall be disclosed by the
92 dealer. Disclosure shall be by placing a clear and conspicuous sign in the public sales area of the dealership.
93 The sign shall be no smaller than eight and one-half inches by 11 inches and the print shall be no smaller than
94 one-half inch, and in a form as approved by the Board.

95 D. Except for trailers, if the buyer's order is for a new motor vehicle that had accumulated, at the time of
96 the sale, mileage in excess of 750 miles as a demonstrator or as a result of delivery to a prospective purchaser
97 who never took title to the new motor vehicle and returned it, the vehicle may be sold *or leased* as new,
98 provided the dealer delivers this disclosure in writing on the buyer's order containing type of no smaller than
99 10 point or in a separate document containing only the disclosure in type of no smaller than 14 point: "Notice:
100 This new motor vehicle has accumulated mileage in excess of 750 miles as the result of use as a demonstrator
101 and/or as the result of delivery to a prior prospective purchaser who never took title to it and who returned it."
102 When delivered as a separate document, this disclosure shall also contain the actual odometer reading for the
103 vehicle and shall be signed by the purchaser *or lessee*.

104 E. The provisions of this section shall not apply to the sale, *lease*, or exchange of (i) a tractor truck, (ii) a
105 truck having a gross vehicle weight rating of 16,000 pounds or more, or (iii) a semitrailer.