

# SENATE BILL No. 121

February 20, 1991, Introduced by Senators O'BRIEN, HART,  
KOIVISTO and PRIDNIA and referred to the Committee on  
State Affairs and Military/Veteran Affairs.

A bill to license and regulate motorboat mechanics and the  
business of repairing and servicing motorboats; to prescribe cer-  
tain powers and duties of certain state agencies and departments;  
to provide for the promulgation of rules; and to prescribe reme-  
dies and penalties.

## THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1       Sec. 1. This act shall be known and may be cited as the  
2 "motorboat service and repair act".

3       Sec. 3. (1) As used in this act:

4       (a) "Advertise" means to advise, announce, apprise, command,  
5 give notice of, inform, make known, or publish any material which  
6 calls to the attention of the public the availability of parts  
7 and services of the type regulated by this act.

8       (b) "Contract" means a written or oral agreement,  
9 understanding, or arrangement, or similar circumstances in which

1 a person agrees that another person perform repairs, directly or  
2 indirectly, upon a motorboat for valuable consideration.

3 (c) "Customer" means a person who inquires about, makes a  
4 request for, or purchases parts or services from a motorboat  
5 repair facility, or seeks repairs from a motorboat repair facili-  
6 ty, and includes a person who seeks repairs or services under the  
7 terms of a warranty.

8 (d) "Department" means the department of state.

9 (e) "Lien" means a charge, security, or encumbrance upon a  
10 motorboat.

11 (f) "Material fact" means a fact used by a person as a  
12 premise upon which a conclusion is based.

13 (g) "Motor" means an outboard or inboard motorboat propul-  
14 sion unit.

15 (h) "Motor vehicle service and repair act" means Act No. 300  
16 of the Public Acts of 1974, being sections 257.1301 to 257.1340  
17 of the Michigan Compiled Laws.

18 (i) "Motorboat" means a marine vessel propelled by a motor,  
19 whether or not the motor is the principal source of propulsion  
20 and whether or not the motor is detachable.

21 (j) "Motorboat mechanic" means a person who, for compensa-  
22 tion, repairs motorboats, which repair activity includes the  
23 reconditioning, replacement, adjustment, or significant alter-  
24 ation of the operating condition of a motorboat, including any  
25 component or subassembly of a motorboat.

26 (k) "Motorboat repair facility", except as otherwise  
27 provided in subsection (2), means a person that engages in the

1 business of performing, or employs 1 or more motorboat mechanics  
2 to perform, repair service on a motor or motorboat.

3 (l) "Person" means an individual, partnership, corporation,  
4 or other legal entity.

5 (m) "Repair" means the reconditioning, adjustment, alter-  
6 ation, maintenance, or diagnosis of the operating condition of a  
7 motorboat, with or without the replacement of any component or  
8 subassembly of a motorboat, for compensation or under the terms  
9 of a warranty.

10 (n) "Representation" means a statement made by a motorboat  
11 repair facility to a customer in regard to some past, present, or  
12 future fact, circumstance, or set of facts pertinent to a con-  
13 tract between a motorboat repair facility and a customer.

14 (o) "Specialty mechanic" means a motorboat mechanic who is  
15 qualified in 1 or more specific repair categories.

16 (p) "Specific repair category" means a category in which a  
17 motorboat mechanic performs repairs on any of the following sys-  
18 tems or components:

19 (i) The engine.

20 (ii) The drive train.

21 (iii) The propulsion unit.

22 (iv) The propulsion unit controls.

23 (v) Equipment specifically designed to ventilate bilge and  
24 engine compartments of combustible vapors including the electri-  
25 cal and fuel components.

26 (vi) Equipment installed in the hull below the water line.

1       (q) "Warranty" means a guarantee given by a motorboat repair  
2 facility, in writing or by implication, of the merchantability of  
3 parts and services, the integrity of the subject of a contract,  
4 or of the maker's responsibility for the replacement or repair of  
5 defective parts or services, or both, assuring performance, prod-  
6 uct, or conditions as promised or declared.

7       (2) As used in this act, motorboat repair facility does not  
8 include any of the following:

9       (a) A person who engages only in the business of repairing  
10 the motorboats of a single commercial or industrial establishment  
11 or governmental agency or 2 or more establishments related by  
12 common ownership or corporate affiliation.

13       (b) A person repairing his or her own or a family member's  
14 motorboat.

15       (c) A person that does not diagnose the operation of a  
16 motorboat, does not remove parts from a motorboat to be rema-  
17 chined, and does not install finished machined or remachined  
18 parts on a motorboat.

19       Sec. 5. Unless otherwise exempt under this act, a motorboat  
20 repair facility shall be licensed under this act even though it  
21 does not employ a motorboat mechanic or specialty mechanic.

22       Sec. 7. This act does not apply to any of the following:

23       (a) An individual who repairs the operating condition of his  
24 or her own or a family member's motorboat, if there is evidence  
25 of personal or family ownership of that motorboat.

26       (b) An individual who is a specialty mechanic or a motorboat  
27 mechanic in the full-time employ of a motorboat or marine

1 equipment manufacturer and is engaged solely in that capacity on  
2 motorboats owned by, or being produced by, the manufacturer.

3 (c) An individual who engages solely in the business of  
4 repairing the motorboats for compensation of a single commercial,  
5 industrial, or governmental establishment, or 2 or more estab-  
6 lishments related by common ownership or corporate affiliation.

7 (d) A marine fuel service station primarily engaged in the  
8 business of selling marine fuel and lubricants.

9 Sec. 9. (1) Effective April 1, 1994, each motorboat repair  
10 facility shall have at least 1 specialty mechanic in its employ  
11 certified in each specific repair category for which the motor-  
12 boat repair facility provides repair services. Each motorboat  
13 repair facility shall have at least 1 specialty mechanic for  
14 every 6 motorboat mechanics in its employ.

15 (2) After April 1, 1994, any work or repair involving a spe-  
16 cific repair category performed by a noncertified motorboat  
17 mechanic shall be inspected and approved by a specialty mechanic  
18 who is certified in the pertinent specific repair category unless  
19 waived under subsection (3).

20 (3) After April 1, 1994, if a customer voluntarily requests  
21 services or parts for the repair of a motorboat without delay,  
22 due to an emergency, from a motorboat repair facility in a spe-  
23 cific repair category for which that motorboat repair facility  
24 does not have a specialty mechanic, that motorboat repair facil-  
25 ity may obtain from the customer a waiver of the customer's right  
26 to have the repair work performed by a specialty mechanic. The  
27 waiver shall be executed in duplicate with 1 copy to be given to

1 the customer requesting the repairs and shall read substantially  
2 as follows:

3 " \_\_\_\_\_ has voluntarily requested  
4 (customer)  
5 \_\_\_\_\_ of \_\_\_\_\_ to provide  
6 (repair person) (facility)  
7 repair services or parts in the repair of the below described  
8 motorboat because of an emergency and waives any claim or cause  
9 of

10 action he or she may have against either \_\_\_\_\_  
11 (repair person)  
12 or \_\_\_\_\_ as a result of those repair serv-  
13 ices or parts.  
14 (facility)

15 Motorboat description: \_\_\_\_\_ Hull no. \_\_\_\_\_  
16 State registration no. \_\_\_\_\_ Serial no. \_\_\_\_\_  
17 Nature of emergency: \_\_\_\_\_

18

19 Customer signature \_\_\_\_\_

20 Dated \_\_\_\_\_

21 Time \_\_\_\_\_."

22 (4) The waiver described in subsection (3) shall not be  
23 effective unless given by the customer voluntarily and unless the  
24 customer is informed of the implications of the waiver. A motor-  
25 boat repair facility or anyone in its employ shall not use the  
26 waiver of liability in an attempt to evade this act.

27 Sec. 11. Except as otherwise provided in sections 7 and 9,  
28 a motorboat mechanic may perform repairs in a specific repair

1 category only if certified under this act or if under the  
2 supervision of a specialty mechanic.

3       Sec. 13. (1) A person subject to this act shall not engage  
4 or attempt to engage in a method, act, or practice which is  
5 unfair or deceptive as described in subsections (2), (3), and  
6 (4).

7       (2) The following contracts are considered unfair and  
8 deceptive:

9       (a) A contract which uses a waiver to circumvent or evade  
10 this act except that the waiver described in section 9(3), used  
11 in compliance with section 9(4), is not considered to be in cir-  
12 cumvention or evasion of this act.

13       (b) A contract which takes advantage of a customer's inabil-  
14 ity to reasonably protect his or her interest due to illiteracy  
15 or inability to understand the language of the contract, if the  
16 motorboat repair facility or motorboat mechanic knows or reason-  
17 ably should know of the customer's inability to understand.

18       (c) A contract which has gross discrepancies between the  
19 oral representations of the motorboat repair facility and the  
20 written contract covering the same transactions.

21       (3) The following practices are considered unfair and  
22 deceptive:

23       (a) Making, either written or orally, an untrue or mislead-  
24 ing statement of material fact.

25       (b) Failing to reveal a material fact, the omission of which  
26 tends to mislead or deceive the customer and which fact could not  
27 reasonably be known by the customer.

1 (c) Entering into a contract which attempts to abrogate,  
2 disclaim, or disallow the legal rights, obligations, or remedies  
3 of a customer except as otherwise provided in this act.

4 (d) Allowing a customer to sign an acknowledgment, certifi-  
5 cate, or other writing which affirms acceptance, delivery, com-  
6 pliance with a requirement of law, or other performance, if the  
7 motorboat repair facility or motorboat mechanic knows or has  
8 reason to know that the statement is not true.

9 (e) Setting up contractual provisions, including the state-  
10 ment of repairs and waivers, which are not specific in language,  
11 clearly described, or reasonably legible.

12 (f) Attempting to avoid or evade the law through a contract  
13 or any provision of the contract.

14 (g) Failing to promptly restore to a person any deposit,  
15 down payment, or other payment when a contract is rescinded,  
16 canceled, or otherwise terminated in accordance with the terms of  
17 the contract, an advertisement, a representation, another provi-  
18 sion of law or under this act.

19 (h) Allowing a customer to sign a document in blank relating  
20 to the repair of a motorboat.

21 (i) Failing to give the customer a copy of a document evi-  
22 dencing the engagement of the motorboat repair facility at the  
23 time of its signing by the customer.

24 (j) Upon return of a repaired motorboat to the customer,  
25 failing to give a written statement of repairs to the customer  
26 which discloses 1 or more of the following:



1       (i) Repairs needed, as determined by the motorboat repair  
2 facility.

3       (ii) Repairs requested by the customer.

4       (iii) Repairs authorized by the customer.

5       (iv) The motorboat repair facility's estimate of repair  
6 costs.

7       (v) Actual costs of repairs.

8       (vi) Repairs or services performed, including a detailed  
9 identification of all parts that were replaced and a specifica-  
10 tion as to which are new, used, rebuilt, or reconditioned.

11       (vii) A certification that authorized repairs were completed  
12 properly or a detailed explanation of an inability to complete  
13 repairs properly. The statement shall be signed by the owner of  
14 the motorboat repair facility or by a person designated by the  
15 owner to represent the motorboat repair facility. The name of  
16 the motorboat mechanic who performed the diagnosis and the repair  
17 shall appear on the statement.

18       (k) Charging for repairs that are not performed.

19       (l) Performing repairs that are not necessary, except when a  
20 customer insists that a repair be performed in disregard to the  
21 motorboat repair facility's advice that it is unnecessary.

22       (m) Representing directly or indirectly, that repairs are  
23 necessary when they are not.

24       (n) Performing repairs not specifically authorized by the  
25 customer.

26       (o) Failing to perform promised repairs within the period of  
27 time agreed, or within a reasonable time, unless circumstances

1 beyond the control of the motorboat repair facility, of which it  
2 did not have reason to know at the time of consignment, prevent  
3 the timely performance of the repairs.

4 (p) Representing, either directly or indirectly, that a  
5 replacement part used in the repair of a motorboat is new or of a  
6 particular manufacture when it is used, rebuilt, reconditioned,  
7 deteriorated, or of a different manufacture, or otherwise failing  
8 to disclose in writing, prior to the commencement of repairs, the  
9 use of used, rebuilt, or reconditioned parts.

10 (q) Replacing a part with another part that lacks merchant-  
11 ability or fitness, or representing that parts or components pro-  
12 vided or repairs performed are of a particular standard or grade  
13 when they are not.

14 (r) Failing, after a diagnosis for which a charge is made,  
15 to disclose, at the customer's request, a diagnosed or suspected  
16 malfunction together with the recommended remedy and any test,  
17 analysis, or other procedure employed to determine the  
18 malfunction.

19 (s) Disclaiming or limiting the implied warranty of mer-  
20 chantability or fitness for use, unless excluded or modified pur-  
21 suant to section 2316 of the uniform commercial code, Act No.  
22 174 of the Public Acts of 1962, being section 440.2316 of the  
23 Michigan Compiled Laws.

24 (t) Failing to extend the period of a motorboat repair  
25 facility's own warranty for repairs and services, if the customer  
26 has been deprived of the use or enjoyment of the subject of the  
27 warranty because of a failure on the part of the motorboat repair

1 facility to comply completely with the terms of the warranty.

2 The extension shall be equal to or greater than the time of the  
3 deprivation.

4 (u) Failing to honor a warranty on a new part by replacing  
5 it with a used part or replacing it with a rebuilt or remanufac-  
6 tured part that does not meet original equipment quality, stan-  
7 dards, or specifications.

8 (v) Failing to honor an express warranty.

9 (w) Failing to disclose in written language that is clear as  
10 to the nature or scope of a warranty all material aspects includ-  
11 ing, but not limited to, what is warranted, who will honor the  
12 warranty, the duration of the warranty, obligations, if any, of  
13 the person to whom the warranty is extended, and exceptions and  
14 exclusions from the terms of the written warranty agreement.

15 (x) Asserting, claiming, or imposing a mechanic's or similar  
16 lien where a motorboat repair facility has violated this act with  
17 respect to the transaction upon which the lien is based.

18 (y) Seeking the repossession of a motorboat where a motor-  
19 boat repair facility has violated this act with respect to a  
20 transaction upon which the repossession is based.

21 (z) Seeking to assert or enforce a lien to the extent of  
22 refusing to return a motorboat where the motorboat repair facil-  
23 ity has violated this act with respect to the transaction upon  
24 which the refusal is based.

25 (aa) Failing to return the customer's motorboat if there is  
26 a dispute and the customer has paid the amount of the written

1 estimate and any amount in excess of the estimate which was  
2 agreed to either orally or in writing by the customer.

3 (bb) Failing, except where waived by the customer or except  
4 as provided in section 57, to give the customer a written esti-  
5 mate prior to the commencement of work.

6 (cc) Charging for work done or parts supplied more than  
7 \$25.00 or 10%, whichever is less, in excess of the estimated  
8 price or in excess of the limit stated by the customer in a  
9 waiver of estimate without the knowing written or oral consent of  
10 the customer.

11 (dd) Failing to give the customer an estimate for the cost,  
12 if any, of reassembly, disassembly, or diagnosis except as pro-  
13 vided in section 57.

14 (ee) Failing to inform a customer, before the customer exe-  
15 cutes a document or engages the motorboat repair facility for the  
16 work, by the use of a notice as required by section 59, of the  
17 customer's right to receive or inspect replaced parts for which  
18 he or she will be charged in the repair of his or her motorboat.

19 (ff) Failing to retain a customer waiver with records which  
20 are required to be retained concerning the transaction.

21 (gg) Charging a customer storage charges if there is a dis-  
22 pute as to repair charges and it is determined by the department  
23 that the motorboat repair facility is in violation of this act.

24 (hh) Failing to comply with the truth in lending act, title  
25 I of Public Law 90-321, 15 U.S.C. 1601 to 1613, 1631 to 1635,  
26 1637 to 1638, 1640 to 1647, and 1661 to 1667e, and the retail  
27 installment sales act, Act No. 224 of the Public Acts of 1966,

1 being sections 445.851 to 445.873 of the Michigan Compiled Laws,  
2 where the customer finances repairs through the motorboat repair  
3 facility.

4 (ii) Failing in practice to comply with advertised stated  
5 payment policies of the motorboat repair facility.

6 (jj) Failing to notify the customer of an exchange agreement  
7 and charges to exchange parts if a customer wishes to have those  
8 parts returned.

9 (kk) Failing to disclose, upon the customer's request, the  
10 method used by a motorboat repair facility to compute labor  
11 charges.

12 (ll) Improperly utilizing waivers in such a way as to sug-  
13 gest or imply, directly or indirectly, orally or by action, that  
14 service or repairs will be improved or expedited if a waiver is  
15 signed, or that price will be improved.

16 (mm) Exaggerating the seriousness of a malfunction to induce  
17 the customer to agree to the repair.

18 (nn) Suggesting or implying, directly or indirectly, or  
19 orally or by action, that service will be improved or expedited  
20 or that price will be improved if the customer will agree that  
21 the motorboat repair facility need not return for inspection  
22 parts that have been replaced.

23 (oo) Misrepresenting that because of some defect in a  
24 customer's motorboat, the health, safety, and lives of the cus-  
25 tomer or his or her family are in danger if goods or repair serv-  
26 ices are not purchased when the defect does not exist, the danger

1 is not present, or the goods or services would not remove the  
2 danger.

3 (4) It is an unfair and deceptive practice for a motorboat  
4 repair facility to advertise or represent, either directly or  
5 indirectly, 1 or more of the following:

6 (a) Reduced prices for products or services that are not  
7 sold at the advertised price during the period of the offering.

8 (b) Products or services at a particular price during a par-  
9 ticular period where there is a failure to extend the offer  
10 beyond that period to persons seeking but not obtaining the prod-  
11 ucts or services during the advertised period because the facil-  
12 ity has failed to prepare for the reasonably expected public  
13 demand.

14 (c) That a customer will receive products or services  
15 "free," "without charge," or words of similar import, if there  
16 are undisclosed conditions, terms, or limitations attached to the  
17 offering.

18 (d) Products or repair services under circumstances where  
19 the motorboat repair facility fails to reveal a material fact,  
20 the omission of which tends to mislead or deceive the customer,  
21 and which fact could not reasonably be known by the customer.

22 (e) That a customer will receive a rebate, discount, or  
23 other benefit as an inducement for entering into a contract, if  
24 the benefit is contingent on an event to occur after the consum-  
25 mation of the transaction.

26 (f) That a motorboat repair facility has the ability to  
27 perform repair services using personnel qualified in specific

1 repair categories, when in fact the motorboat repair facility  
2 does not employ mechanics legally certified in those categories.

3 (g) Products or repair services when there is a material  
4 contingency, condition, or limitation on the offer, unless the  
5 contingency, condition, or limitation is clearly disclosed con-  
6 temporaneously with the offer.

7 (h) Products or repair services in a language other than  
8 English without including in the advertisement or representation  
9 required disclosures or limitations on the offer in the language  
10 principally used in the advertisement or representation.

11 (i) That motorboat mechanics employed by a motorboat repair  
12 facility are "certified", "licensed", or otherwise qualified when  
13 that representation might tend to give the impression that all  
14 mechanics employed by the motorboat repair facility are certified  
15 or licensed when they are not.

16 (j) That a customer's failure to act quickly or within a  
17 certain period of time to procure products or repair services  
18 will result in the loss of opportunity to procure them at a par-  
19 ticular price when this is not the case.

20 (k) Credit availability in such a manner as to cause a like-  
21 lihood of confusion or of misunderstanding as to the terms or  
22 conditions of credit, or that credit availability or terms are  
23 "easy" or words of similar import when that is not the case.

24 (l) That products or repair services are sold under the  
25 terms of "satisfaction guaranteed or money back" or words of sim-  
26 ilar import when the customer's declaration of dissatisfaction is

1 not the sole criterion for the refund of money on purchases so  
2 warranted.

3 (m) The necessity, desirability, or advantage to a prospec-  
4 tive customer of dealing with a motorboat repair facility by mis-  
5 representing the motorboat repair facility's alleged advantages  
6 of size.

7 (n) That a document that a customer signs is something other  
8 than what it is.

9 (o) An aspect of the repair transaction in a manner causing  
10 a likelihood of confusion, or of misunderstanding, with respect  
11 to the authority of a mechanic, salesperson, representative, or  
12 agent to negotiate the final terms of a transaction.

13 (p) An aspect of a repair transaction in a manner causing a  
14 likelihood of confusion or of misunderstanding as to the legal  
15 rights, obligations, or remedies of a party to the transaction.

16 (q) That repair service on an offered product is available  
17 under a warranty when it is not available or that there are  
18 undisclosed limitations or conditions on the availability of that  
19 repair service.

20 (r) A free or low cost inspection or diagnosis necessitating  
21 the removal or dismantling, or both, of a part or assembly and  
22 the failure to disclose prior to the transaction a charge for  
23 replacement or reassembly in the event the customer declines to  
24 authorize a recommended repair.

25 (s) A product or repair service at a reduced rate and, upon  
26 the motorboat repair facility's failure to provide it as the  
27 offered price during the period of the offering to a customer



1 seeking it, the failure to offer and provide the customer the  
2 opportunity to obtain the product or service at the same reduced  
3 rate within a reasonable period of time after the expiration of  
4 the original offer.

5 (t) Products or repair services, or the availability or  
6 obtainability of products or repair services in a manner involv-  
7 ing the solicitation of waivers by the motorboat repair  
8 facility.

9 (u) Products or repair services and the failure to meet the  
10 reasonably expected public demand for the duration of the adver-  
11 tised offering, except where the advertisement has clearly  
12 expressed a specific limitation on the quantity of the advertised  
13 products or repair services.

14 (v) The words "certification", "licensing", "registration",  
15 or words of similar import, of a motorboat repair facility, or  
16 motorboat mechanic by a person or other program or authority  
17 other than the department, without clearly and conspicuously dis-  
18 closing the source of the "certification", "licensing", or  
19 "registration", and adding the disclaimer "not the Michigan  
20 Department of State".

21 (w) The desirability or advantages of certification or  
22 licensing by a federal, state, or local governmental agency, or  
23 that a motorboat repair facility or motorboat mechanic has been  
24 endorsed or sanctioned by the department.

25 Sec. 15. The secretary of state or his or her designee  
26 shall administer this act. A person designated by the secretary

1 of state under this section shall not own, operate, or be an  
2 employee of a motorboat repair facility.

3       Sec. 17. The department shall do all of the following:

4       (a) Certify specialty mechanics.

5       (b) License motorboat repair facilities.

6       (c) Keep a complete register of motorboat repair facilities,  
7 which shall be open to public inspection at the office of the  
8 secretary of state.

9       (d) Keep an accurate listing by name and by certificate  
10 number of each specialty mechanic certified by the department at  
11 the office of the secretary of state.

12       (e) Engage in a public information program to inform the  
13 public of its rights and remedies under this act.

14       (f) Inform licensed motorboat repair facilities at least  
15 annually of the rules promulgated under this act; of representa-  
16 tive disciplinary hearings, orders, or judgments issued or  
17 obtained by the department; and of suspensions or revocations of  
18 certifications or licenses. A motorboat repair facility shall  
19 inform the motorboat mechanics in its employ of these actions.

20       (g) Establish procedures for receiving complaints relating  
21 to alleged violations of this act or rules promulgated under this  
22 act.

23       (h) Collect a \$6.00 fee for each certification examination  
24 administered by the department.

25       (i) Promulgate rules pursuant to the administrative proce-  
26 dures act of 1969, Act No. 306 of the Public Acts of 1969, being  
27 sections 24.201 to 24.328 of the Michigan Compiled Laws, which

1 may be determined necessary by the department to implement this  
2 act.

3       Sec. 19. Before a person offers to engage in or engages in  
4 employment as a specialty mechanic, that person shall apply for  
5 and receive a certificate for certification in 1 or more specific  
6 repair categories from the department. Application for a spe-  
7 cialty mechanic's certification shall be made on a form provided  
8 by the department and shall include all of the following:

9       (a) The name and home address of the applicant.

10       (b) The specific repair category or categories for which the  
11 applicant is applying and the results of the required  
12 examinations.

13       (c) The states or jurisdictions in which the applicant is  
14 licensed or certified to work as a motorboat mechanic or spe-  
15 cialty mechanic.

16       (d) A copy of an irrevocable appointment of the secretary of  
17 state as the applicant's agent for service of process on a form  
18 provided by the department.

19       (e) Other relevant information as the department shall  
20 require.

21       Sec. 21. An applicant shall be required to pass an examina-  
22 tion which is designed to test his or her competency to correctly  
23 diagnose and repair motorboats in the specific repair category  
24 for which the applicant is applying. The examination shall be  
25 either written or oral.

26       Sec. 23. The department shall review examinations that are  
27 being given by private or public agencies, including the

1 department of education and the motorboat manufacturing  
2 community. If the department approves an agency for the purposes  
3 of administering examinations, the prospective applicant may take  
4 the examination and the testing agency or the applicant shall  
5 forward the results to the department for review and  
6 verification. Otherwise, the prospective applicant may take such  
7 an examination as may be developed and administered by the  
8 department.

9       Sec. 25. Effective April 1, 1993, a motorboat repair facil-  
10 ity shall be licensed by the owner, or his or her designee or  
11 agent, on a form provided by the department, which shall disclose  
12 all of the following information:

13       (a) The name, address, and form of ownership of the motor-  
14 boat repair facility, and for a corporation, the date and place  
15 of incorporation.

16       (b) The name and address of each of its resident agents,  
17 officers, directors, and partners in this state.

18       (c) The principal occupation for the past 5 years of each  
19 officer, director, and partner, and each owner of 25% or more of  
20 the motorboat repair facility, and any person occupying a similar  
21 status or performing similar functions.

22       (d) An irrevocable appointment of the secretary of state as  
23 the agent for the motorboat repair facility for service of  
24 process.

25       (e) Other relevant information as the department shall  
26 require.

1       Sec. 27. (1) If a name or address of the motorboat repair  
2 facility changes, which change does not involve a change of  
3 ownership, the motorboat repair facility shall notify the depart-  
4 ment in writing of the change. The department shall make the  
5 appropriate changes on the license upon renewal.

6       (2) In the event of a change of ownership of a motorboat  
7 repair facility, a new license and payment of a new license fee  
8 shall be required by the department and the motorboat repair  
9 facility shall not operate until its application is approved by  
10 the department. For purposes of this subsection, "change of  
11 ownership" means a change in the ownership which is either a sole  
12 proprietorship or partnership.

13       (3) Corporations which have a change of 10% or more of the  
14 ownership of the corporation shall notify the department of the  
15 change within 30 days after the change.

16       Sec. 29. (1) The licensed motorboat repair facility, or a  
17 motorboat repair facility required to be licensed under this act,  
18 shall be open to inspection by the department during reasonable  
19 business hours as dictated by the motorboat repair facility's  
20 demand for seasonal operation.

21       (2) A person shall not hinder, obstruct, or otherwise pre-  
22 vent an inspection conducted pursuant to this section.

23       Sec. 31. (1) A motorboat repair facility shall maintain,  
24 for a period of not less than 1 year after the completion of a  
25 repair transaction, copies of contracts and papers used with  
26 respect to the transaction in the execution of estimates,  
27 diagnoses, repairs, waivers, warranties, including other means

1 used by the facility to record or convey the terms of the  
2 transaction, or other papers required by this act. If the motor-  
3 boat repair facility is advised by the department that a com-  
4 plaint has been received and is under investigation by the  
5 department, records relating to the transaction at issue shall be  
6 maintained until the department advises the motorboat repair  
7 facility in writing that the complaint has been closed, but in no  
8 case shall the records be maintained for less than 1 year after  
9 the transactions. If a repair service transaction involves the  
10 assumption by the motorboat repair facility of an obligation  
11 extending beyond 1 year, papers relating to that obligation shall  
12 be maintained for not less than the term of the obligation.

13       (2) A motorboat repair facility shall maintain posted busi-  
14 ness hours during which time the department may inspect all  
15 records.

16       Sec. 33. (1) In the event of loss, destruction, or mutila-  
17 tion of a license or certification, the person to whom it was  
18 issued may obtain a duplicate copy upon furnishing satisfactory  
19 proof of the loss, destruction, or mutilation and paying the fee  
20 of \$5.00.

21       (2) A motorboat repair facility license shall take effect on  
22 the date it is approved by the department and shall expire 1 year  
23 from that date, except that an original license issued prior to  
24 April 1, 1993 shall expire on April 1, 1994. A motorboat repair  
25 facility license shall be renewed annually, and a motorboat  
26 repair facility shall file application for renewal with the

1 department not later than 30 days before the expiration of its  
2 license.

3       (3) A motorboat mechanic's certification shall take effect  
4 on the date it is approved by the department and shall expire 1  
5 year from the date of issue, except that a mechanic's certifica-  
6 tion approved prior to April 1, 1994 shall expire on April 1,  
7 1995. A motorboat mechanic's certification shall be renewed  
8 annually and the mechanic shall file application for renewal with  
9 the department not later than 30 days prior to the expiration of  
10 his or her certification.

11       (4) A motorboat repair facility and a certified motorboat  
12 mechanic may continue to operate after the expiration date, pend-  
13 ing approval of the renewal application, if the renewal applica-  
14 tion has been received by the department on or before the expira-  
15 tion date. If a renewal application is filed after the expira-  
16 tion date, the motorboat repair facility or the motorboat  
17 mechanic may operate from the day on which the application is  
18 received by the department, pending approval of the renewal  
19 application. A renewal fee of 1-1/2 times the normal renewal fee  
20 shall be imposed if the application is received by the department  
21 after the expiration date.

22       Sec. 35. (1) If the department determines after notice and  
23 an opportunity for a hearing pursuant to the administrative pro-  
24 cedures act of 1969, Act No. 306 of the Public Acts of 1969,  
25 being sections 24.201 to 24.328 of the Michigan Compiled Laws,  
26 that a person has violated this act or a rule promulgated under  
27 this act, or engaged in an unfair or deceptive method, act, or

1 practice, directly or through an agent or employee, the  
2 department may issue an order requiring the person to cease and  
3 desist from the unlawful act or practice or to take such affirma-  
4 tive action as, in the judgment of the department, will carry out  
5 the purposes of this act.

6       (2) If the department makes a finding of fact in writing  
7 that the public interest will be irreparably harmed by delay in  
8 issuing an order, the department may issue a temporary cease and  
9 desist order. Before issuing the temporary cease and desist  
10 order, the department, when possible by telephone or otherwise,  
11 shall give or cause to be given notice of the proposal to issue a  
12 temporary cease and desist order to the motorboat repair  
13 facility. A temporary cease and desist order shall include in  
14 its terms a provision that, upon request, a hearing shall be held  
15 within 30 days to determine whether or not the order shall become  
16 permanent.

17       Sec. 37. (1) The department may deny, suspend, or revoke a  
18 license or certification after notice and opportunity for a hear-  
19 ing if the department determines that the motorboat repair facil-  
20 ity or motorboat mechanic did 1 or more of the following:

21       (a) Engaged in a method, act, or practice which is unfair or  
22 deceptive or made an untrue statement of a material fact.

23       (b) Violated this act or a rule promulgated under this act.

24       (c) Violated a condition of probation.

25       (d) Made unnecessary repairs or repairs not authorized by  
26 the customer.



1 (e) Refused to honor a warranty made by the motorboat repair  
2 facility.

3 (f) Caused or allowed a customer to sign a document in blank  
4 relating to the repair of a motorboat.

5 (g) Was enjoined by a court of competent jurisdiction from  
6 engaging in the business or activity of a motorboat repair facil-  
7 ity or was enjoined from violating this act or a rule promulgated  
8 under this act.

9 (h) If an applicant for licensure under this act is a corpo-  
10 ration or partnership, a stockholder, officer, director, or part-  
11 ner of the applicant was guilty of an act or omission which would  
12 be a cause for refusing, revoking, or suspending a license issued  
13 to the officer, director, or partner as an individual.

14 (i) Failed to comply with the terms of a final cease and  
15 desist order.

16 (j) Was convicted of a violation of this act.

17 (k) Used the waiver of liability provision described in  
18 section 9 in an attempt to evade this act.

19 (l) Departed from, or disregarded in any material respect,  
20 accepted motorboat repair industry standards or the motorboat  
21 manufacturer specifications for motorboat repairs.

22 (2) When the department determines that a specialty mechanic  
23 has violated subsection (1)(l), the department may, as an alter-  
24 native to denial, suspension, or revocation of certification,  
25 pursuant to this section, or as part of the terms of suspension  
26 or probation pursuant to section 45, require the specialty  
27 mechanic to do both of the following:

1 (a) Successfully complete a training course or program  
2 approved by the department as a prerequisite to continued  
3 certification.

4 (b) Only perform specific motorboat repairs or repair proce-  
5 dures as identified by the department for a period of time as  
6 determined by the department or unit until the motorboat mechanic  
7 provides evidence of competency acceptable to the department.

8 Sec. 39. If it appears that a person has engaged, is engag-  
9 ing, or is imminently about to engage in a method, act, or prac-  
10 tice in violation of this act or the rules promulgated under this  
11 act, the attorney general or county prosecutor, may, after  
12 receiving notice of an alleged violation of this act, with or  
13 without prior administrative proceedings having occurred, bring  
14 an action in the name of the people of this state to enjoin that  
15 method, act, or practice. The action shall be brought in the  
16 county where that person resides or does business. If a person  
17 is not established in any 1 county, the action may be brought in  
18 Ingham county. Upon a proper showing, temporary or permanent  
19 injunctive relief may be obtained, as well as the appointment of  
20 a receiver or conservator. The state shall not be required to  
21 post a bond in a court proceeding. The court may suspend or  
22 revoke a license or certification.

23 Sec. 41. The attorney general or prosecuting attorney,  
24 after receiving notice of an alleged violation of this act or a  
25 violation of an injunction, order, decree, or judgment issued in  
26 an action brought pursuant to this act or an assurance under this  
27 act, shall immediately forward written notice of the alleged

1 violation, together with any relevant information the attorney  
2 general or prosecuting attorney may have, to the department.

3       Sec. 43. The expiration or absence of a license or certifi-  
4 cation of a motorboat repair facility or specialty mechanic shall  
5 not prevent the department from proceeding with an investigation,  
6 petition, disciplinary proceeding, or other action authorized by  
7 this act against a motorboat repair facility or a specialty  
8 mechanic.

9       Sec. 45. (1) The department shall, on its own initiative or  
10 in response to complaints, make reasonable and necessary public  
11 or private investigations within or outside of this state to  
12 gather evidence against a person who violated or is about to vio-  
13 late this act, a rule, or an order issued under this act.

14       (2) The department may do 1 or more of the following:

15       (a) Require or permit a person to make a statement in writ-  
16 ing, or otherwise as the department determines, as to all the  
17 facts and circumstances concerning the matter to be  
18 investigated.

19       (b) Resolve disputes between parties arising from violations  
20 of this act or a rule promulgated under this act after establish-  
21 ing a system of informal dispute resolution for complaints or  
22 allow the parties to use any existing informal dispute resolution  
23 system created by a person other than the department.

24       (c) Instead of further disciplinary action, develop condi-  
25 tions of probation or operation for the motorboat repair facili-  
26 ty, motorboat mechanic, or specialty mechanic mutually agreed

1 upon and signed by the motorboat repair facility, motorboat  
2 mechanic, or specialty mechanic and the department.

3       (d) On its own initiative, during normal working hours and  
4 upon giving the owner or the owner's agent or manager personal  
5 notice of the presence of the investigator, conduct, on a contin-  
6 uous basis throughout the state, spot check investigations of  
7 motorboat repair facilities licensed or required to be licensed  
8 in order to determine whether the motorboat repair facility is in  
9 compliance with this act and rules promulgated under this act.  
10 The department shall not deliberately misrepresent the condition  
11 of a motorboat employed in an investigation.

12       (e) Conduct mechanical and diagnostic examinations of motor-  
13 boats when there are reasonable grounds to believe that an unlaw-  
14 ful act or practice was used to produce the repair or to make the  
15 repair.

16       Sec. 47. In resolving a dispute between parties contesting  
17 a violation of this act or rule promulgated under this act, the  
18 department may take from a motorboat repair facility a voluntary  
19 written assurance that the motorboat facility will discontinue an  
20 alleged violation of this act or a rule promulgated under this  
21 act. The assurance shall be filed with the department, shall be  
22 open for public inspection, and shall not constitute an admission  
23 on the part of the motorboat repair facility making the assurance  
24 of any issue of law or fact. Subject to agreement by all par-  
25 ties, the assurance may contain 1 or both of the following:

1 (a) An agreement by the motorboat repair facility to refund  
2 to an individual consumer an amount of money agreed upon by the  
3 parties.

4 (b) A promise by the motorboat repair facility that it shall  
5 take such affirmative action as is appropriate in the judgment of  
6 the department to correct an alleged violation of this act or  
7 rule promulgated under this act.

8 Sec. 49. (1) For the purpose of an investigation or pro-  
9 ceeding under this act, the department, or an officer designated  
10 by the department, may administer oaths or affirmations, and upon  
11 motion of the attorney general or upon the motion of a party to a  
12 proceeding, may apply to the circuit court for Ingham county for  
13 a subpoena. If in the judgment of the court there exists reason-  
14 able grounds for the issuance of a subpoena, the court shall  
15 issue a subpoena compelling the attendance of the person, take  
16 evidence, or require the production of any matter that is rele-  
17 vant to the investigation or proceeding before the department or  
18 other officer conducting the proceeding.

19 (2) Upon failure of a person to obey a subpoena of the court  
20 and after reasonable notice to the persons affected, an applica-  
21 tion may be made to the circuit court for Ingham county for an  
22 order compelling compliance.

23 Sec. 51. If a person, including a nonresident of this  
24 state, engages in conduct prohibited by this act, a rule promul-  
25 gated under this act, or order issued under this act and has not  
26 filed an irrevocable appointment of the secretary of state as an  
27 agent for service of process, and personal jurisdiction over the

1 person cannot otherwise be obtained in this state, the conduct  
 2 itself authorizes the department to receive service of process in  
 3 a noncriminal proceeding against that person for the violation.  
 4 The service shall have the same force and validity as personal  
 5 service.

6       Sec. 53. (1) The yearly license fee for a motorboat repair  
 7 facility shall be determined by a sliding scale based upon the  
 8 gross yearly income of the motorboat repair facility or the divi-  
 9 sion or business sub-unit of a partnership, firm, corporation, or  
 10 other legal entity operating as a motorboat repair facility, but  
 11 excluding income derived from winterizing or de-winterizing  
 12 motorboats for storage, new boat preparation, or hull refinish-  
 13 ing, in the following manner:

14       GROSS INCOME	REGISTRATION FEE
15 \$0 to \$50,000.00	\$ 50.00
16 \$50,001.00 to \$100,000.00	\$100.00
17 \$100,001.00 to \$150,000.00	\$150.00
18 \$150,001.00 to \$200,000.00	\$200.00
19 \$200,001.00 to \$250,000.00	\$250.00
20 \$250,001.00 or more	\$300.00

21       (2) The renewal fee for a license that has expired shall be  
 22 1-1/2 times the fee for the renewal of a license that has not  
 23 expired.

24       (3) The fee for the original certification of a specialty  
 25 mechanic shall be \$25.00. The fee for renewal of a motorboat  
 26 mechanic certification shall be \$20.00. A certificate shall list

1 the specific repair category or categories in which the specialty  
2 mechanic is certified. The renewal fee for a certification that  
3 has expired shall be 1-1/2 times the fee for the renewal of a  
4 certification that has not expired.

5 (4) A person certified by the department in at least 1 spe-  
6 cific repair category may apply for certification in an addi-  
7 tional category or categories without payment of the fee required  
8 by subsection (3).

9 (5) Any information required to be furnished by a motorboat  
10 repair facility under subsections (1) and (2) shall not be  
11 subject to disclosure under the freedom of information act, Act  
12 No. 442 of the Public Acts of 1976, being sections 15.231 to  
13 15.246 of the Michigan Compiled Laws. The yearly statewide gross  
14 figures may be compiled by the department as long as those fig-  
15 ures cannot be used to identify a particular motorboat repair  
16 facility.

17 Sec. 55. A person who engages or attempts to engage in the  
18 business of a motorboat repair facility or specialty mechanic  
19 without being licensed or certified or is found to have violated  
20 this act or a rule promulgated under this act is barred from  
21 bringing or maintaining an action at law or equity for the col-  
22 lection of compensation for work performed or materials or parts  
23 provided to a person in relation to the repair of a motorboat.  
24 In addition, that person shall not assert a mechanic's,  
25 garageman's, or similar lien upon a motorboat and shall not  
26 repossess a motorboat. A customer may recover any amount paid to

1 an unlicensed motorboat repair facility for the repair of a  
2 motorboat belonging to that customer.

3       Sec. 57. (1) A motorboat repair facility shall provide to  
4 the customer a written estimate itemizing as closely as possible  
5 the price for labor and parts necessary for a specific job before  
6 the commencement of work. A motorboat repair facility shall not  
7 charge for work done or parts supplied in excess of the estimated  
8 price or in excess of the limit stated by the customer in the  
9 waiver provided for in subsection (3) without the informed writ-  
10 ten or oral consent of the customer. The consent shall be  
11 obtained at some time after it is determined that the estimated  
12 price or stated limit is insufficient and before any work not  
13 estimated or in excess of the limit is performed or the parts not  
14 estimated or in excess of the limit are supplied. Except in the  
15 case where the customer and the motorboat repair facility agree  
16 on another amount, if a waiver is not signed as provided in sub-  
17 section (3) and the estimated price is exceeded by not more than  
18 10% or \$25.00, whichever is lesser, the written or oral consent  
19 of the customer for the excess charge need not be obtained unless  
20 specifically requested by the customer. This section does not  
21 require a motorboat repair facility or motorboat mechanic to give  
22 a written estimated price if he or she agrees not to perform the  
23 requested repair. If the actual cost of repair is less than the  
24 agreed upon estimated cost, the customer shall pay only the  
25 actual cost.

26       (2) If the motorboat repair facility or motorboat mechanic  
27 informs the customer that the price for repair will exceed the



1 written estimate or the stated limit in the waiver and the  
2 customer does not want the repair work performed, then the cus-  
3 tomer is liable for all reasonable costs to return the motorboat  
4 to the condition it was when the motorboat entered the motorboat  
5 repair facility. These costs, if assessed by the facility, must  
6 be contained in the written estimates given to the customer pur-  
7 suant to subsection (1). These costs may include reasonable  
8 charges for drayage, storage, and loss of use of space and equip-  
9 ment rendered unusable from the time the customer informs the  
10 motorboat repair facility that he or she does not want the repair  
11 work performed and the time the customer picks up his or her  
12 motorboat. The cost of a diagnosis, whether or not the customer  
13 authorizes repairs to be performed, shall be contained in the  
14 written estimate before the diagnosis is undertaken.

15 (3) If a customer initiates a request for service or parts  
16 for the repair of a motorboat without receiving a written esti-  
17 mate and voluntarily agrees to pay all reasonable costs of repair  
18 up to an amount stated by the customer, a motorboat repair facil-  
19 ity may obtain from the customer a waiver of his or her right to  
20 receive a prior estimate of repair costs. The waiver shall be in  
21 14 point or larger bold capital type face and executed with 1  
22 copy to the customer requesting the repairs and shall read as  
23 follows:

24 "I, \_\_\_\_\_, voluntarily request \_\_\_\_\_ to provide serv-  
25 ices or parts in the repair of the below described motorboat

1 without receiving an estimate of repair costs. By signing this  
2 form, I understand that I will give up my right to:

3 1. Receive a written estimate of the cost for repairs;

4 2. Approve in advance any repairs or costs with a total cost  
5 under \$\_\_\_\_\_; and

6 3. Refuse to pay for repairs with a total cost less than the  
7 amount stated above.

8 The motorboat repair facility may exceed the amount stated above  
9 only after I give my written or oral approval.

10 Motorboat description:

11 Hull no. \_\_\_\_\_

12 and/or

13 Engine serial no. \_\_\_\_\_

14 and/or

15 State registration no. \_\_\_\_\_

16 Customer signature \_\_\_\_\_

17 Date \_\_\_\_\_

18 Time \_\_\_\_\_ "

19 (4) The waiver described in subsection (3) shall not be  
20 effective unless given by the customer voluntarily and with full  
21 disclosure of the implications of the waiver. A motorboat repair  
22 facility or anyone in its employ shall not make use of the waiver  
23 in an attempt to evade this act.

1 (5) Unless otherwise requested by the customer, the  
2 requirement to furnish a written estimate shall not apply to  
3 repairs performed by a motorboat repair facility when the total  
4 cost for services and parts is less than \$100.00. This act does  
5 not exempt a motorboat repair facility from furnishing to the  
6 customer a final invoice for repairs performed and parts  
7 supplied.

8 Sec. 59. (1) A motorboat repair facility shall inform a  
9 customer, before the customer executes a document or engages the  
10 motorboat repair facility for the work, of his or her right to  
11 receive or inspect replaced parts for which the customer will be  
12 charged in the repair of his or her motorboat. The information  
13 shall be given to the customer in the form of a written notice  
14 worded as follows:

15 **YOU ARE ENTITLED BY LAW TO THE RETURN OF ALL PARTS**  
16 **REPLACED, EXCEPT THOSE WHICH ARE TOO HEAVY OR**  
17 **LARGE, AND THOSE REQUIRED TO BE SENT BACK TO THE**  
18 **MANUFACTURER OR DISTRIBUTOR BECAUSE OF WARRANTY**  
19 **WORK OR AN EXCHANGE AGREEMENT. YOU ARE ENTITLED TO**  
20 **INSPECT THE PARTS WHICH CANNOT BE RETURNED TO YOU.**

21 (2) The notice shall be presented on either of the  
22 following:

23 (a) On the face of a contract, work order form, or other  
24 document evidencing the engagement of the motorboat repair facil-  
25 ity in a type size not less than 12-point boldface and not less  
26 than 4 points larger than the principal type size of the master  
27 document.

1 (b) By a separate written document in boldfaced capital  
2 letters of not less than 12-point type size.

3 (c) By a clearly legible sign with lettering not less than  
4 1-inch high, conspicuously displayed in the part of the motorboat  
5 repair facility where customer repairs are routinely contracted  
6 for.

7 (3) Upon a request of the customer, the motorboat repair  
8 facility shall explain exactly why a replaced part is defective  
9 or nonfunctional, or why it was otherwise replaced.

10 (4) Upon completion of repairs, the motorboat repair facil-  
11 ity shall, at the customer's request, reasonably clean the  
12 replaced parts that are to be returned or inspected by the  
13 customer. Portable parts shall be placed in a suitable  
14 container. Parts that are not portable shall be identified and  
15 stored in a suitable place in the motorboat repair facility for  
16 the customer's inspection. The motorboat repair facility shall  
17 not bar the customer from removing any heavy or large part by the  
18 customer's own means and expense. If the motorboat repair facil-  
19 ity makes a charge in connection with the return of replaced  
20 parts, the charge shall be disclosed to the customer in writing  
21 prior to engagement of the motorboat repair facility.

22 (5) For reasons of safety, the motorboat repair facility  
23 shall not be required to return gasoline tanks or any other  
24 container-type parts that have been filled with or otherwise been  
25 in appreciable contact with flammable fuels unless those parts  
26 are rendered nonflammable. If any returned part presents an  
27 actual danger of flammability or explosiveness, the motorboat

1 repair facility shall clearly inform the customer of that  
2 danger.

3       (6) In the case of an undisputed transaction, replaced parts  
4 shall be held by the motorboat repair facility for not less than  
5 2 business days after the delivery of the motorboat to the cus-  
6 tomer unless the customer has in fact authorized immediate dispo-  
7 sition of the parts. Where there is a question or dispute raised  
8 by the customer within 2 business days with respect either to  
9 repairs or charges for repairs, the motorboat repair facility  
10 shall hold the replaced parts not returned to the customer until  
11 such time as the disputed matter is resolved. If the dispute  
12 involves a replaced part which the customer has chosen not to  
13 remove from the motorboat repair facility, it shall, in the pres-  
14 ence of the customer, immediately affix to the part in question a  
15 permanent mark sufficient to identify the part.

16       (7) If replacement of a part is contingent upon the motor-  
17 boat repair facility keeping the part under an exchange agree-  
18 ment, the motorboat repair facility shall explain in a manner  
19 understandable to the customer, the precise terms of the exchange  
20 agreement, including a disclosure of the price to the customer if  
21 he or she wishes to reclaim the part. If a customer raises a  
22 question or dispute with the motorboat repair facility within 2  
23 business days of the delivery of the motorboat to the customer  
24 and the dispute involves an exchange part for which the motorboat  
25 repair facility may require of the customer a deposit in the  
26 amount of the facility's obligation, the deposit shall be

1 refundable to the customer upon his or her return of the part to  
2 the facility.

3       (8) A motorboat repair facility shall not be required to  
4 show or return a replaced part to a customer when a charge is not  
5 being made for the replacement of the part.

6       Sec. 61. (1) A motorboat repair facility shall display,  
7 upon issuance, in a place and manner conspicuous to its custom-  
8 ers, a current and valid certificate of the motorboat repair  
9 facility license issued by the department. The facility shall  
10 affix its license number, as assigned by the department, to each  
11 copy of every contract or other paper used in dealing with the  
12 public in the execution of estimates, diagnoses, repairs,  
13 invoices, warranties, waivers, and other papers used to comply  
14 with this act.

15       (2) A certified mechanic shall display, in a conspicuous  
16 location in the place of business, a current and valid certifi-  
17 cate issued by the department. A certified mechanic who works  
18 on, inspects and approves, or supervises a repair, shall affix  
19 his or her name and certification number, as assigned by the  
20 department, to the written statement of repairs given the  
21 customer.

22       (3)(a) A motorboat repair facility shall display a consumer  
23 information sign. The sign shall contain 15 lines of lettering  
24 worded substantially as follows:

25       **THIS ESTABLISHMENT IS REGISTERED WITH THE MICHIGAN**  
26       **DEPARTMENT OF STATE AND IS REQUIRED BY LAW TO**  
27       **FURNISH A CUSTOMER WITH A:**

1           (1) WRITTEN ESTIMATE IF REPAIRS WILL BE \$100.00  
2           OR MORE OR UPON REQUEST IF REPAIRS WILL BE LESS  
3           THAN \$100.00.

4           (2) DETAILED INVOICE OF LABOR AND PARTS  
5           SUPPLIED.

6           QUESTIONS REGARDING SERVICE WORK SHOULD BE DIRECTED  
7           FIRST TO THE MANAGER OF THIS REPAIR FACILITY.

8           MICHIGAN DEPARTMENT OF STATE

9           P.O. BOX\_\_\_\_, LANSING, MI 489\_\_

10          TOLL-FREE TELEPHONE; 800-\_\_\_\_\_

11          MON.-FRI., 8:30 A.M.-4:30 P.M.

12          (b) The sign shall be rectangular in shape and not less than  
13 28 inches high by 24 inches wide. It shall be constructed of  
14 durable material. The background shall be white. Print and  
15 other markings shall be black. The wording of the sign in lines  
16 1, 2, 12, 13, and 14 of the sign shall be printed in bold, block,  
17 capital letters 3/4-inch high and 1/2-inch wide; and lines 5 to  
18 11 in bold, block, capital letters 1/2-inch high and 3/8-inch  
19 wide. The sign shall be laid out in a clearly legible fashion,  
20 with the lettering arranged so that there is not less than a  
21 1/8-inch space between any 2 letters within a line and not less  
22 than a 1/2-inch space between any 2 lines. The department's  
23 address and telephone numbers in lines 13 and 14 of the sign  
24 shall be included as they are provided by the department.

25          (c) The sign shall be displayed at each entrance to the  
26 facility. For purposes of this section, "entrance to the  
27 facility" means each location in or about the motorboat repair

1 facility where customer repair service orders are initially  
2 executed. The sign shall be displayed at each cashier station.  
3 At all times, the sign shall be unobstructed and clearly and  
4 readily visible to customers. In the case of an unenclosed or  
5 mobile repair facility, the sign shall be placed in an area where  
6 it is easily noticeable to customers transacting business with  
7 the facility.

8       Sec. 65. A resident agent, director, officer, or partner of  
9 a motorboat repair facility who knowingly authorizes, directs or  
10 makes a false statement or misrepresentation concerning the  
11 method or price of repair of a motorboat, or who knowingly fails  
12 to comply with the terms of a final cease and desist order is  
13 subject to penalties under this act. Each violation constitutes  
14 a separate offense.

15       Sec. 67. A motorboat repair facility or a motorboat  
16 mechanic who violates this act or who, in a course of dealing as  
17 set forth in this act or rules promulgated under this act,  
18 engages in an unfair or deceptive method, act, or practice, is  
19 liable as provided in this act to a person who suffers damages as  
20 a result of the unfair or deceptive method, act, or practice in  
21 an amount equal to the damages plus reasonable attorney fees and  
22 costs. If it is determined by a court that the damage to the  
23 person occurred as the result of a willful or reckless violation  
24 of this act, the court may order recovery of double the damages  
25 plus reasonable attorney fees and costs.

26       Sec. 69. (1) If a motorboat mechanic is employed by, or  
27 enters into a contract with, a motorboat repair facility, that



1 motorboat mechanic shall be considered to be an agent of the  
2 motorboat repair facility for the purposes of a civil action  
3 brought pursuant to this act. The methods, acts, and practices  
4 of the motorboat mechanic shall be imputed to the motorboat  
5 repair facility.

6 (2) A person who directly or indirectly controls a motorboat  
7 repair facility or its employees, as well as a general partner,  
8 officer, or director of the motorboat repair facility shall be  
9 jointly and severally liable for a violation of this act, if it  
10 can be demonstrated that the person knew, or with the exercise of  
11 reasonable care could have known, of the existence of the facts  
12 by reason of which the violation occurred. This act does not  
13 abrogate any common law right to contribution that may exist.

14 Sec. 71. Any person, agent, or employee of a person  
15 licensed under this act who knowingly violates this act is guilty  
16 of a misdemeanor, punishable by imprisonment for not more than 90  
17 days or a fine of not more than \$1,000.00, or both, for the first  
18 conviction and imprisonment for not more than 1 year or a fine of  
19 not more than \$5,000.00, or both, for any subsequent conviction.

20 Sec. 73. The fees collected pursuant to this act shall be  
21 deposited in the Kenneth L. Wilson watercraft safety and educa-  
22 tion fund created in section 10 of Act No. 160 of the Public Acts  
23 of 1976, being section 281.1210 of the Michigan Compiled Laws,  
24 and shall be used in the manner described in that section.

25 Sec. 75. This act shall take effect October 1, 1992.

26 Sec. 77. This act shall not take effect unless all of the  
27 following bills of the 86th Legislature are enacted into law:

1 (a) Senate Bill No. 120.

2

3 (b) Senate Bill No. 122.

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