

SENATE BILL NO. 302

May 13, 2025, Introduced by Senators SHINK, MCBROOM, POLEHANKI, CHERRY, CHANG, GEISS and BAYER and referred to Committee on Natural Resources and Agriculture.

A bill to require certain original equipment manufacturers and authorized repair providers of agricultural equipment to make diagnostic, maintenance, and repair parts, tools, and documentation available to independent repair providers and owners of that equipment; to provide for the powers and duties of certain state and local governmental officers and entities; and to provide remedies and civil sanctions.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 1. This act may be cited as the "agricultural equipment

1 repair act".

2 Sec. 3. As used in this act:

3 (a) "Agricultural equipment" means a tractor, trailer,
4 combine, sprayer, tillage implement, baler, or other personal
5 property, including any digital electronic component embedded in or
6 attached to the equipment, that is specifically designed to be used
7 on a farm or ranch and used for planting, growing, or harvesting
8 agricultural products or used for raising or breeding livestock.
9 Agricultural equipment includes any mechanical system specifically
10 designed to be used on a farm or ranch for the conveyance or
11 storage of agriculture or animal products in a raw or unprocessed
12 state, regardless of whether the mechanical system is affixed to
13 real property. Agricultural equipment does not include any of the
14 following:

15 (i) A self-propelled vehicle designed specifically for the
16 transportation of individuals or property on a highway or roadway
17 and that is certified by the manufacturer under any applicable
18 federal safety and emission standards and requirements for
19 distribution and sale in the United States.

20 (ii) An off-highway vehicle.

21 (iii) A personal watercraft.

22 (iv) A snowmobile.

23 (v) Any construction equipment.

24 (b) "Authorized repair provider" means a person that has an
25 arrangement with an original equipment manufacturer under which the
26 original equipment manufacturer grants to the person a license to
27 use a trade name, service mark, or other proprietary identifier for
28 the purposes of offering diagnosis, maintenance, or repair services
29 for agricultural equipment on behalf of the person or the original

1 equipment manufacturer.

2 (c) "Construction equipment" means a vehicle or machinery to
3 which all of the following apply:

4 (i) The vehicle or machinery is designed and specifically used
5 for any of the following:

6 (A) The grading of a highway or roadway, the paving of a
7 highway or roadway, earth moving, or other construction work on a
8 highway or roadway.

9 (B) The construction of a structure, including, but not
10 limited to, a dwelling.

11 (C) The construction or maintenance of railroad rights-of-way.

12 (ii) The vehicle or machinery is only incidentally operated or
13 moved over a highway or roadway.

14 (iii) The vehicle or machinery is not designed or specifically
15 used for the transportation of individuals or property.

16 (d) "Documentation" means a manual, diagram, reporting output,
17 service code description, schematic diagram, library of diagnosed
18 issues, security code, password, or other guidance or information,
19 whether in an electronic or a tangible format, that is required to
20 diagnose problems with, or perform maintenance or repair of,
21 agricultural equipment.

22 (e) "Fair and reasonable costs" means all of the following:

23 (i) For a tool that is not software or a part, costs to which
24 both of the following apply:

25 (A) The costs are fair to the original equipment manufacturer
26 or authorized repair provider and the independent repair provider
27 or owner, considering the market value of the tool or part in this
28 state, any conditions that are agreed to by the parties, the
29 promised quality, and timeliness of delivery.

1 (B) The costs do not discourage or disincentivize an
2 independent repair provider or owner from making a repair to
3 agricultural equipment.

4 (ii) For a tool that is software, costs that are equivalent to
5 the actual cost for which an original equipment manufacturer offers
6 the software to an authorized repair provider, except that the
7 original equipment manufacturer or authorized repair provider may
8 charge additional fees related to necessary or additional services
9 utilized in making the software available to the independent repair
10 provider or owner, including, but not limited to, training or
11 installation assistance.

12 (iii) For documentation, costs that are equivalent to the actual
13 cost for which an original equipment manufacturer offers the
14 documentation to an authorized repair provider, unless the
15 documentation is requested in physical form, in which case the
16 costs may include a fee that is equivalent to the actual cost of
17 preparing and sending the documentation in physical form.

18 (f) "Fair and reasonable terms" means a burden or condition
19 that is necessary for the provision of the part, tool, or
20 documentation, within the ordinary course of business and that is
21 not designed to be an impediment on an independent repair provider
22 or owner. Fair and reasonable terms do not include any of the
23 following:

24 (i) Imposing an obligation on an independent repair provider or
25 owner to use a part, tool, or documentation to diagnose, maintain,
26 or repair agricultural equipment.

27 (ii) Requiring an independent repair provider or owner to
28 become an authorized repair provider.

29 (iii) Requiring a part, tool, or documentation to be registered

1 with, paired with, or approved by an original equipment
2 manufacturer or an authorized repair provider before the use of the
3 part, tool, or documentation.

4 (iv) Imposing an additional burden or material change that
5 would adversely affect the timeliness or method of delivery of a
6 part, tool, or documentation.

7 (v) For a tool that is software, imposing an unreasonable
8 impediment to accessing the software, including, but not limited
9 to, requiring prior authorization by the original equipment
10 manufacturer for use of the software or denying a request for the
11 software to be downloaded or delivered via an alternative method.

12 (g) "Independent repair provider" means a person operating in
13 this state that is not an authorized repair provider and that is
14 engaged in diagnosis, maintenance, or repair services for
15 agricultural equipment.

16 (h) "Off-highway vehicle" means a self-propelled vehicle that
17 is designed to travel on wheels or tracks in contact with the
18 ground, designed primarily for use off of highways, and generally
19 and commonly used to transport individuals for recreational
20 purposes. Off-highway vehicle does not include any of the
21 following:

22 (i) A military vehicle.

23 (ii) A golf cart.

24 (iii) A vehicle designed and used to carry a person with a
25 disability.

26 (i) "Original equipment manufacturer" means a person that
27 manufactures agricultural equipment and sells the equipment to
28 another person.

29 (j) "Owner" means a person that owns agricultural equipment.

1 Owner does not include an original equipment manufacturer.

2 (k) "Part" means a component or subcomponent of agricultural
3 equipment that is sold, supplied, or made available by an original
4 equipment manufacturer and that is necessary for diagnosing,
5 maintaining, or repairing the agricultural equipment.

6 (l) "Snowmobile" means a self-propelled vehicle primarily
7 designed or altered for travel on snow or ice when supported in
8 part by skis, belts, or cleats and designed primarily for use off
9 of highways. Snowmobile does not include machinery used strictly
10 for the grooming of snowmobile trails or ski slopes.

11 (m) "Tool" means a software program, hardware implement, or
12 other apparatus that is necessary for diagnosing, maintaining, or
13 repairing agricultural equipment, including, but not limited to,
14 software or other mechanisms that provision, program, or pair a new
15 part, calibrate functionality, or perform any other function
16 required to bring the product back to fully functional condition.

17 (n) "Trade secret" means that term as defined in section 2 of
18 the uniform trade secrets act, 1998 PA 448, MCL 445.1902.

19 Sec. 5. (1) Beginning January 1, 2027, and except as otherwise
20 provided in subsection (2) and section 7, an original equipment
21 manufacturer or authorized repair provider of agricultural
22 equipment that is sold and used in this state shall make available
23 to an independent repair provider or owner, at fair and reasonable
24 costs and on fair and reasonable terms, any part, tool, or
25 documentation that is needed to diagnose, maintain, or repair the
26 agricultural equipment.

27 (2) An original equipment manufacturer may make parts, tools,
28 and documentation available to an independent repair provider or
29 owner through an authorized repair provider that consents to sell

1 or make available parts, tools, or documentation on behalf of the
2 original equipment manufacturer.

3 Sec. 7. If an original equipment manufacturer enters into and
4 is covered under a nationwide memorandum of understanding regarding
5 a right to repair agricultural equipment, the memorandum of
6 understanding governs an owner's right to repair, or right to
7 engage the services of an independent repair provider for the
8 repair of, the agricultural equipment of the original equipment
9 manufacturer. This section does not apply if the original equipment
10 manufacturer violates the terms of the memorandum of understanding.

11 Sec. 9. (1) This act does not require an original equipment
12 manufacturer to do either of the following:

13 (a) Divulge a trade secret to an independent service provider
14 or owner.

15 (b) Provide a part that is used by the original equipment
16 manufacturer only to design, develop, manufacture, test, or improve
17 its products.

18 (2) This act does not do any of the following:

19 (a) Alter the terms of an arrangement described in section
20 3(b) between an authorized repair provider and an original
21 equipment manufacturer, except that a provision of the arrangement
22 that limits the original equipment manufacturer's or authorized
23 repair provider's obligation to comply with this act is void and
24 unenforceable.

25 (b) Authorize a repair to agricultural equipment that
26 deactivates a safety notification system or that is otherwise
27 illegal.

28 (c) Authorize access to a tool function that enables an
29 independent repair provider or owner to change the settings of

1 agricultural equipment in a manner that brings the equipment out of
2 compliance with an applicable safety or emission law.

3 (d) Authorize the evasion of an emission or copyright law.

4 (3) This act does not apply to leased or rented agricultural
5 equipment.

6 Sec. 11. An original equipment manufacturer or authorized
7 repair provider is not liable under this act for any of the
8 following:

9 (a) A faulty or otherwise improper repair provided by an
10 independent repair provider or owner, including, but not limited
11 to, a faulty or otherwise improper repair that causes any of the
12 following:

13 (i) Any damage to the agricultural equipment during the repair.

14 (ii) An inability to use, or a reduced functionality of, any
15 piece of the agricultural equipment that results from the repair.

16 (iii) An injury or death of an individual that results from the
17 repair.

18 (b) A violation of a state emission or safety standard
19 resulting from a faulty, illegal, or otherwise improper repair to
20 agricultural equipment provided by an independent repair provider
21 or owner.

22 Sec. 13. (1) If the attorney general has probable cause to
23 believe that an original equipment manufacturer is engaged in or
24 has engaged in a violation of section 5, and gives notice in
25 accordance with this section, the attorney general may bring an
26 action in accordance with principles of equity to restrain the
27 original equipment manufacturer from engaging in the violation of
28 section 5.

29 (2) The action described in subsection (1) may be brought in

1 the circuit court of the county where the defendant is established
2 or conducts business or, if the defendant is not established in
3 this state, in the circuit court of Ingham County.

4 (3) The court in an action described in subsection (1) may
5 award costs to the prevailing party and may require damages to be
6 awarded to the independent repair provider or owner impacted by the
7 violation of section 5.

8 (4) Unless waived by the court on good cause shown not less
9 than 30 days before the commencement of an action described in
10 subsection (1), the attorney general shall notify the original
11 equipment manufacturer of the intended action and give the original
12 equipment manufacturer an opportunity to cease and desist from the
13 alleged violation of section 5 or to confer with the attorney
14 general in person, by counsel, or by other representative, as to
15 the proposed action before the filing date.

16 (5) An original equipment manufacturer that knowingly violates
17 the terms of an injunction, order, decree, or judgment issued under
18 this section is subject to a civil fine of not more than \$25,000.00
19 for each violation.

20 (6) For the purpose of this section, the court issuing an
21 injunction, order, decree, or judgment retains jurisdiction, the
22 cause must be continued, and the attorney general may petition for
23 recovery of a civil fine as provided under this section.