

COLORADO LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
TIME PERIOD FOR FILING CLAIMS	Earlier of (1) 6 months after warranty term or (2) 1 year following original delivery. To file in court, the time period does not run while the consumer participates in dispute resolution procedure.
ELIGIBLE VEHICLE	Private passenger vehicle, pickup truck and van that is (1) designed primarily for travel on the public highways; (2) used to carry not more than ten persons; and (3) sold to a consumer in Colorado. Excludes motor homes and vehicles with three or fewer wheels. Does not cover leased vehicles; appears to cover used vehicles.
ELIGIBLE CONSUMER	(1) Purchaser , other than for purposes of resale, of a motor vehicle normally used for personal, family, or household purposes; (2) any person to whom the vehicle is transferred for the same purposes during the warranty; or (3) any other person entitled by the terms of such warranty to enforce its obligations.
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	Earlier of warranty term or one year after original delivery.
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	Not specified.
PRESUMPTION OR DEFINITION	Presumption: within earlier of warranty term or 1 year after original delivery, (1) four or more attempts or (2) out of service for 30 business days
NOTICE TO MANUFACTURER	Certified mail; required to assert presumption.
FINAL OPPORTUNITY TO REPAIR	Required to assert presumption.
REASONABLE ALLOWANCE	Use by any consumer before first written report of nonconformity and any subsequent period when vehicle not out of service.
DISPUTE RESOLUTION	Before applying the provisions requiring refund or replacement, consumer must resort to manufacturer's program if it complies with 16 C.F.R. Part 703.
DISCLOSURE TO SUBSEQUENT PURCHASER	Yes.
TITLE BRANDING	No.

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1. Citation	Colorado Revised Statutes §§ 42-10-101 through 42-10-107.
2. Motor vehicle covered	<p>“Motor vehicle” means a private passenger vehicle, pickup truck and van that is (1) designed primarily for travel on the public highways; (2) used to carry not more than ten persons; and (3) sold to a consumer in Colorado. Excludes motor homes and vehicles designed to travel on three or fewer wheels in contact with the ground.</p> <p>Does not cover leased vehicles.</p>
3. Consumer defined	<p>(1) The purchaser, other than for purposes of resale, of a motor vehicle normally used for personal, family, or household purposes;</p> <p>(2) Any person to whom such motor vehicle is transferred for the same purposes during the term of the manufacturer's express warranty; or</p> <p>(3) Any other person entitled by the terms of such warranty to enforce its obligations.</p> <p>Does not cover a lessee. Appears to cover the owner of a used vehicle.</p>
4. Nonconformity defined	Not defined. Any defect or condition that substantially impairs the use and market value of the motor vehicle is referred to as a <i>nonconformity</i> .
5. Warranty defined	“Warranty” is the written warranty, so labeled, of the manufacturer of a new motor vehicle, including any terms or conditions precedent to the enforcement of obligations under that warranty.
6. Lemon law rights period	Not specified.
7. Manufacturer’s obligation to repair	If the consumer reports the nonconformity to the manufacturer, its agent, or its authorized dealer during the term of the warranty or within one year after the vehicle's original delivery to a consumer, whichever comes first, the manufacturer, its agent, or its authorized dealer must make the necessary repairs to conform the motor vehicle to the warranty. Such repairs must be made even if they occur after the expiration of the warranty term or the one-year period.
8. Manufacturer’s obligation to repurchase or replace	If the manufacturer, its agent or authorized dealer is unable to repair or correct a nonconformity after a reasonable number of repair attempts, the manufacturer must, at its option, replace or repurchase the motor vehicle.
9. Criteria for reasonable number of repair attempts	<p>Presumed if, within the warranty term or one year after the vehicle's original delivery, whichever comes first:</p> <p>(1) The same nonconformity has been subject to repair four or more times by the manufacturer, its agent, or its authorized dealer and the nonconformity continues to exist, or</p> <p>(2) The motor vehicle has been out of service by reason of repair for a cumulative total of 30 or more business days of the repairer.</p>
10. Notice of nonconformity and final opportunity to repair	The presumption applies only to a manufacturer that received prior written notice by certified mail from or on behalf of the consumer, and had an opportunity to cure the alleged defect. The manufacturer's opportunity to cure counts as one repair attempt towards meeting the four-attempts prong of the presumption.
11. Affirmative defenses	It is an affirmative defense that the alleged nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the vehicle by the consumer.
12. Refund	<p>Refund consists of:</p> <p>(1) Full Purchase price of the vehicle; and</p> <p>(2) Sales tax, license fees, registration fees and any similar governmental charges;</p> <p>(3) Less a reasonable allowance for the consumer's use of the motor vehicle.</p>

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13. Replacement	Replacement is a comparable motor vehicle.
14. Reasonable allowance	A reasonable allowance for use must be that amount directly attributable to use by the consumer or any previous consumer prior to the consumer's first written report of the nonconformity to the manufacturer, its agent, or dealer and during any subsequent period when the vehicle is not out of service for repair.
15. Refund of sales tax	Manufacturer refunds sales tax to the consumer. No provision for the manufacturer to obtain a refund of sales tax from the state.
16. Enhanced damages	Not specified.
17. Attorney's fees	The court must award reasonable attorney's fees to the prevailing side in any action brought to enforce the provisions of the lemon law.
18. Statute of limitations	An action must be commenced within the earlier of (1) six months following the expiration date of any warranty term, or (2) one year following the date of the vehicle's original delivery to a consumer. The time periods do not run during the period the consumer has submitted to the informal dispute settlement procedure.
19. Manufacturer-sponsored arbitration	If the manufacturer has established or participates in an informal dispute settlement procedure that substantially complies with 16 C.F.R. Part 703, the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure.
20. State-sponsored arbitration	Not specified.
21. Dealer liability	Nothing in the lemon law is to be construed as imposing a liability on any authorized dealer with respect to a manufacturer, or creating a cause of action by a manufacturer against its authorized dealer – except that failure by an authorized dealer to properly prepare a motor vehicle for sale, properly install options, or properly make repairs, when such preparation, installation or repairs would have prevented or cured a nonconformity, is actionable by the manufacturer. Nothing in the lemon law affects the other rights and duties between the consumer and a seller, lessor, or lienholder of a motor vehicle or the rights between any of them.
22. Restrictions on resale of returned vehicles	It is a deceptive trade practice to fail to disclose in writing, prior to sale, to the purchaser that a motor vehicle that a vehicle was repurchased by or returned to the manufacturer from a previous owner for inability to conform the motor vehicle to the manufacturer's warranty in accordance with the lemon law or with any other state or federal motor vehicle warranty law.
23. Point of sale notice of lemon law rights	Not specified.
24. Limitation on waiver	Not specified.

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