

## GEORGIA LEMON LAW SUMMARY

<b>EXECUTIVE SUMMARY</b>	
<b>TIME PERIOD FOR FILING CLAIMS</b>	One year after expiration of the lemon law rights period.
<b>ELIGIBLE VEHICLE</b>	<p>A new motor vehicle that was leased, purchased or registered in Georgia by the consumer or lessee to whom the original motor vehicle title was issued without previously having been issued to any person other than the new motor vehicle dealer. Includes the self-propelled vehicle and chassis of a motor home.</p> <p>Excludes motorcycles, golf carts, trucks with a G.V.W. rating greater than 12,000 pounds, or vehicles that are bought used.</p>
<b>ELIGIBLE CONSUMER</b>	A consumer who purchases or leases a new motor vehicle for personal, family, or household uses, and a person that purchases or leases no more than ten new motor vehicles a year for business purposes other than limousine rental services.
<b>TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE</b>	The lemon law rights period: two years after the date of the original delivery of a new motor vehicle to a consumer OR the first 24,000 miles of operation after delivery of a new motor vehicle to the original consumer, whichever occurs first.
<b>TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR</b>	The lemon law rights period: two years after the date of the original delivery of a new motor vehicle to a consumer OR the first 24,000 miles of operation after delivery of a new motor vehicle to the original consumer, whichever occurs first.
<b>PRESUMPTION OR DEFINITION</b>	Definition: (1) A serious safety defect has been subject to repair one time and has not been corrected; (2) the same nonconformity has been subject to repair three times and has not been corrected; or (3) the vehicle is out of service by reason of repair of one or more nonconformities for a cumulative total of 30 days.
<b>NOTICE TO MANUFACTURER</b>	<p>First notice of nonconformity after the defined repair attempts. Notice not required if vehicle is out of service for 30 days within the lemon law rights period for repair of one or more nonconformities.</p> <p>Second notice of request for repurchase or replacement after final repair attempt does not correct nonconformity or after 30 days out of service for repair of one or more nonconformities.</p>
<b>FINAL OPPORTUNITY TO REPAIR</b>	Manufacturer must contact consumer within 7 days after receipt of consumer's first certified notice; repair within 28 days after delivery of vehicle to repair facility. Final

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	opportunity to repair not required if vehicle is out of service for 30 days within the lemon law rights period for repair of one or more nonconformities.
<b>REASONABLE ALLOWANCE</b>	Refund only: miles by consumer before first repair of a nonconformity, divided by 120,000, multiplied by purchase price.
<b>DISPUTE RESOLUTION</b>	Before resorting to a civil action, consumer must resort to manufacturer's program if certified, and must file with state arbitration panel.
<b>DISCLOSURE TO SUBSEQUENT PURCHASER</b>	Yes.

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<b>1. Citation</b>	Georgia Code §§ 10-1-780 through 10-1-798; Rules & Regs. Rules 60-2-1-.01 through 60-2-1-.37.
<b>2. Motor vehicle covered</b>	<p>A new motor vehicle that was leased, purchased or registered in Georgia by the consumer or lessee to whom the original motor vehicle title was issued without previously having been issued to any person other than the new motor vehicle dealer. Includes the self-propelled vehicle and chassis of a motor home.</p> <p>Excludes motorcycles, golf carts, trucks with a G.V.W. rating greater than 12,000 pounds, or vehicles that are bought used.</p>
<b>3. Consumer covered</b>	A consumer who purchases or leases a new motor vehicle for personal, family, or household uses, and a person that purchases or leases no more than ten new motor vehicles a year for business purposes other than limousine rental services.
<b>4. Nonconformity defined</b>	<p>Defect, serious safety defect, or condition that substantially impairs the use, value, or safety of a new motor vehicle to the consumer, or renders the new motor vehicle nonconforming to a warranty. A nonconformity does not include a defect, a serious safety defect, or a condition that is the result of abuse, neglect, or unauthorized modification or alteration of the new motor vehicle.</p> <p>Serious safety defect means a life-threatening defect or a malfunction that impedes the consumer's ability to control or operate the motor vehicle for ordinary use or reasonable intended purposes, or creates a risk of fire or explosion.</p>
<b>5. Warranty defined</b>	Any manufacturer's express warranty or any affirmation of fact or promise made by the manufacturer in connection with the sale of a new motor vehicle to a consumer concerning the vehicle's materials, workmanship, operation, or performance which becomes part of the basis of the bargain. The term does not include any extended coverage purchased by the consumer as a separate item or any statements made by the dealer in connection with the sale of the motor vehicle to a consumer which relate to the nature of the material or workmanship and affirm or promise that such material or workmanship is free of defects or will meet a specified level of performance.
<b>6. Lemon law rights period</b>	<p>The period ending two years after the date of the original delivery of a new motor vehicle to a consumer OR the first 24,000 miles of operation after delivery of a new motor vehicle to the original consumer, whichever occurs first.</p> <p>The lemon law rights period is extended by one day for each day that repair services are not available to the consumer as a direct result of a strike, war, invasion, terrorist act, blackout, fire, flood, other disaster or declared state of emergency.</p>
<b>7. Manufacturer's obligation to repair</b>	If a consumer reports a nonconformity during the lemon law rights period, the manufacturer, its authorized agent or dealer must be allowed a reasonable number of attempts to repair and correct the nonconformity.
<b>8. Notice of nonconformity and final opportunity to repair</b>	<p>If the manufacturer, its agent, or the new motor vehicle dealer is unable to repair and correct a serious safety defect or the same nonconformity after a reasonable number of attempts, the consumer must notify the manufacturer and allow a final opportunity to repair.</p> <p>The requirement for a final opportunity to repair does not apply if the vehicle was out of service by reason of repair of one or more nonconformities for a cumulative total of 30 days within the lemon law rights period.</p> <p>This notice must be sent by certified mail, return receipt requested, or by statutory overnight delivery to the address provided by the manufacturer in the owner's manual. The manufacturer is then entitled to a final repair attempt, as long as the manufacturer notifies the consumer of a reasonably accessible repair facility within 7 days of receiving the consumer's notice. The manufacturer must complete the final repair attempt within 28 days after receiving the consumer's notice. If the consumer delivers the vehicle to the repair facility more than 14 days after the manufacturer received the consumer's notice, the 28 day period is extended and the</p>

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	<p>manufacturer has 14 days from the date the consumer delivers the vehicle to the repair facility to complete the final repair attempt.</p> <p>If the manufacturer fails to notify the consumer or complete the final repair within the time periods prescribed above, the final opportunity to repair requirement shall not apply.</p> <p>Notice sufficiently complies with “statutory overnight delivery” if (1) the notice is delivered through the United States Postal Service (USPS) or through a commercial firm regularly engaged in the business of document and/or package delivery; (2) the document is to be delivered not later than the next business day following the day on which it is received for delivery by USPS or the commercial firm; and (3) the sender receives a receipt, signed by the addressee or its agent, acknowledging receipt of the document.</p>
<b>9. Manufacturer’s obligation to repurchase or replace</b>	<p>If the manufacturer, through its agent or dealer, is unable to correct a nonconformity after the final repair attempt, or if the vehicle was out of service by reason of repair to one or more nonconformities for a cumulative total of 30 days within the lemon law rights period, the consumer must request, by certified mail, return receipt requested, or statutory overnight delivery that the manufacturer either repurchase or replace the vehicle, at the option of the consumer. The manufacturer must, within 20 days of receipt of this last request, repurchase or replace the vehicle.</p>
<b>10. Criteria for reasonable number of repair attempts</b>	<p>A reasonable number of attempts is deemed to have been undertaken by the manufacturer, its authorized agent or the dealer if, during the lemon law rights period:</p> <ul style="list-style-type: none"> <li>(1) A serious safety defect has been subject to repair one time and has not been corrected;</li> <li>(2) The same nonconformity has been subject to repair three times and has not been corrected;</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>(3) The vehicle is out of service by reason of repair of one or more nonconformities for a cumulative total of 30 days.</li> </ul> <p>If the lemon law rights period expires while the vehicle is being repaired by the manufacturer through an authorized agent or new motor vehicle dealer, the lemon law rights period is extended until that repair attempt has been completed.</p> <p>“Repair attempt” means the replacement of a component or some adjustment made to correct a nonconformity. An examination of a reported nonconformity, without any adjustment or component replacement, may constitute a repair attempt if it is later shown that repair work was justified. An examination or repair performed by any person not authorized by the manufacturer or its authorized agent is not considered a repair attempt. If the new motor vehicle is a motor home and the consumer goes to a repair facility for repair of a nonconformity while traveling, and that facility does not have the necessary part(s) to perform the repair, and the consumer elects to continue traveling and seek repair of the nonconformity at another repair facility rather than wait for the initial facility to get the part(s), then the visit to the initial repair facility does not constitute a repair attempt.</p> <p>An “out of service” day means any day, including weekends and legal holidays, when a vehicle is left at a repair facility of the manufacturer’s agent or dealer for examination or repair of a nonconformity. The number of out of service days for each visit commences the day the vehicle is brought to the facility for that repair work and ends the day the work is completed. Out of service days do not include (1) any day a vehicle is dropped off at the repair facility after close of business; or (2) any day on which the vehicle is left at the repair facility exclusively for routine maintenance; for repair of problems not found to be nonconformities; or for repair of nonconformities after the expiration of the lemon law rights period.</p>
<b>11. Affirmative defenses</b>	<p>A nonconformity does not include a defect, a serious safety defect, or a condition that is the result of abuse, neglect, or unauthorized modification or alteration of the new motor vehicle.</p>

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<p><b>12. Refund</b></p>	<p><b>Purchased Vehicle</b></p> <p>Refund consists of:</p> <ol style="list-style-type: none"> <li>(1) Purchase price – cash price of the vehicle appearing in the sales agreement, including any reasonable allowance for a trade-in vehicle.</li> <li>(2) Collateral charges – charges incurred by a consumer as a result of the purchase of the vehicle, including but not limited to:             <ul style="list-style-type: none"> <li>• Sales tax;</li> <li>• Title charges;</li> <li>• Factory or dealer installed options; and</li> <li>• Earned finance charges.</li> </ul> </li> <li>(3) Incidental costs – any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:             <ul style="list-style-type: none"> <li>• Payments to new motor vehicle dealers for attempted repair of nonconformities;</li> <li>• Towing charges; and</li> <li>• Costs of obtaining alternative transportation.</li> </ul> </li> <li>(4) Less a reasonable offset for use.</li> </ol> <p><b>Leased Vehicle</b></p> <p>To the lessee:</p> <ol style="list-style-type: none"> <li>(1) <i>Lessee cost.</i> An amount equal to all payments made by the lessee under the lease agreement, including but not limited to, the aggregate payment made at the inception of the lease agreement or contract, inclusive of any allowance for a trade-in vehicle, and all other lease payments made by or on behalf of the lessee.</li> <li>(2) <i>Incidental costs.</i> Incidental costs are any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:             <ul style="list-style-type: none"> <li>• Payments to new motor vehicle dealers for attempted repair of nonconformities;</li> <li>• Towing charges; and</li> <li>• Costs of obtaining alternative transportation.</li> </ul> </li> <li>(3) Less a reasonable offset for use.</li> </ol> <p>To the lessor:</p> <ol style="list-style-type: none"> <li>(1) An amount equal to 110 percent of the adjusted capitalized cost shown in the lease agreement for the nonconforming vehicle.</li> </ol> <p>After the manufacturer pays the amount to the lessor, and after the lessee pays the lessor any past due payments, the lease agreement is terminated, with no penalty for early termination.</p>
<p><b>13. Replacement</b></p>	<p><b>Purchased Vehicle</b></p> <p>Replacement is a new motor vehicle that is identical or at least equivalent to the motor vehicle to be replaced, as the vehicle to be replaced existed at the time of purchase. In addition to replacing the vehicle, the manufacturer must pay the consumer for:</p> <ol style="list-style-type: none"> <li>(1) <i>Incidental costs.</i> Incidental costs are any reasonable expenses incurred by the consumer in connection with the repair of the vehicle, including but not limited to:             <ul style="list-style-type: none"> <li>• Payments to new motor vehicle dealers for attempted repair of nonconformities;</li> <li>• Towing charges; and</li> <li>• Costs of obtaining alternative transportation.</li> </ul> </li> <li>(2) <i>Charges.</i> All charges that the consumer will incur as a result of the replacement transaction.</li> </ol> <p><b>Leased Vehicle</b></p> <p>new motor vehicle that is identical or at least equivalent to the motor vehicle to be replaced, as that vehicle existed at time it was leased. All terms of the existing lease contract will remain in effect, except for the terms of the agreement that identified the vehicle. In addition to replacing the vehicle, the manufacturer must pay the lessor and/or the lessee for:</p> <ol style="list-style-type: none"> <li>(1) <i>Charges.</i> All charges that either the lessor or the lessee, or both, will incur as a result of the replacement transaction.</li> <li>(2) <i>Incidental costs.</i> Incidental costs are any reasonable expenses incurred by the lessee in connection with the repair of the vehicle, including but not limited to:</li> </ol>

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	<ul style="list-style-type: none"> <li>• Payments to new motor vehicle dealers for attempted repair of nonconformities;</li> <li>• Towing charges; and</li> <li>• Costs of obtaining alternative transportation.</li> </ul>
<b>14. Reasonable allowance</b>	<p><b>Purchased Vehicle</b></p> $\text{reasonable offset} = \frac{\text{number of miles directly attributable to consumer's use on the date consumer first delivered the vehicle to manufacturer/agent for repair of a nonconformity}}{120,000 \text{ (90,000 for motor home)}} \times \text{vehicle purchase price}$ <p><b>Leased Vehicle</b></p> $\text{reasonable offset} = \frac{\text{number of miles directly attributable to consumer's use on the date consumer first delivered the vehicle to manufacturer/agent for repair of a nonconformity}}{120,000 \text{ (90,000 for motor home)}} \times \text{agreed upon value of vehicle shown in lease}$
<b>15. Refund of sales tax</b>	Manufacturer refunds sales tax to the consumer. No provision for the manufacturer to obtain a refund of sales tax from the state.
<b>16. Enhanced damages</b>	Not specified in the lemon law, although a violation of the lemon law or any failure to honor any express warranty is an unfair and deceptive act or practice. If a manufacturer does not comply with or appeal a state panel decision, the state may impose a fine of up to \$1,000 per day.
<b>17. Attorney's fees</b>	The state panel may in its discretion award attorney's fees and technical or expert witness costs to a consumer. If the manufacturer appeals unsuccessfully from a state panel decision, the court may award attorney's fees and costs.
<b>18. Statute of limitations</b>	<p>A consumer must file a claim with a certified informal dispute resolution mechanism within one year after the expiration of the lemon law rights period.</p> <p>A consumer who rejects the decision or determination of a certified informal dispute resolution mechanism may request a hearing with the state-administered panel by requesting, completing, and submitting forms to the Georgia Lemon Law Administration, within one year after expiration of the lemon law rights period or sixty (60) days from the date the certified mechanism concludes its proceedings, whichever occurs later.</p>
<b>19. Manufacturer-sponsored arbitration</b>	<p>If the manufacturer participates in an informal dispute settlement mechanism that has been certified by the Georgia Department of Law's Consumer Protection Unit, then a consumer must submit a dispute under the Lemon Law to the informal dispute resolution procedure before submitting it to the Georgia new motor vehicle arbitration panel. The consumer is not required to use an informal dispute settlement mechanism that has not been certified by the Consumer Protection Unit.</p> <p>The consumer has the option of either accepting or rejecting the decision of an informal dispute resolution mechanism. If a decision is not rendered by the informal dispute mechanism within forty days of filing, the consumer will become eligible to apply for arbitration by the Georgia new motor vehicle arbitration panel.</p> <p>The provisions of the Lemon Law are not available to a consumer in a civil action unless the consumer has first exhausted any certified informal dispute settlement mechanism and the Georgia new motor vehicle arbitration panel.</p>
<b>20. State-sponsored arbitration</b>	If the manufacturer participates in an informal dispute settlement mechanism that has been certified by the Georgia Department of Law's Consumer Protection Unit, then a consumer must submit a dispute under the Lemon Law to the informal dispute resolution procedure before submitting it to the Georgia new motor vehicle arbitration panel. The consumer has the option of either accepting or rejecting the decision of an informal dispute resolution mechanism. If a decision is not rendered by the informal dispute mechanism within forty days of filing, the

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	<p>consumer will become eligible to apply for arbitration by the Georgia new motor vehicle arbitration panel.</p> <p>The provisions of the Lemon Law are not available to a consumer in a civil action unless the consumer has first exhausted any certified informal dispute settlement mechanism and the Georgia new motor vehicle arbitration panel. To request a state arbitration application, please call (404) 651-8600 or (800) 869-1123, or visit <a href="http://www.consumer.georgia.gov">www.consumer.georgia.gov</a>.</p>
<b>21. Dealer liability</b>	<p>The lemon law does not create or give rise to any cause of action by manufacturers or consumers against new motor vehicle dealers. No new motor vehicle dealer shall be held liable by a manufacturer or a consumer for any collateral charges, incidental charges, costs, purchase price refunds, or vehicle replacements. Manufacturers and consumers shall not make new motor vehicle dealers party to an arbitration proceeding or any other proceeding under this article. A new motor vehicle dealer that is named as a party in any proceeding brought by a consumer or a manufacturer under this article, except as provided in subsection (a) of Code Section 10-1-790, shall be entitled to an award of reasonable attorney's fees and expenses of litigation incurred in connection with such proceeding.</p> <p>The lemon law does not impair any obligation under any manufacturer-dealer franchise agreement; provided, however, that any provision of any manufacturer-dealer franchise agreement which attempts to shift any duty, obligation, responsibility, or liability imposed upon a manufacturer by this article to a new motor vehicle dealer, either directly or indirectly, shall be void and unenforceable, except for any liability imposed upon a manufacturer by this article which is directly caused by the gross negligence of the dealer in attempting to repair the motor vehicle after such gross negligence has been determined by the hearing officer, as provided in the "Georgia Motor Vehicle Franchise Practices Act."</p>
<b>22. Restrictions on resale of returned vehicles</b>	<p><b>Lemon Law</b></p> <p>No manufacturer, its authorized agent, new motor vehicle dealer, or other transferor shall knowingly resell, either at wholesale or retail, lease, transfer a title, or otherwise transfer a reacquired vehicle, including a vehicle reacquired under a similar statute of any other state, unless the vehicle is being sold for scrap and the manufacturer has notified the administrator of the proposed sale or:</p> <p>(1) The fact of the reacquisition and nature of any alleged nonconformity are clearly and conspicuously disclosed in writing to the prospective transferee, lessee, or buyer; and</p> <p>(2) The manufacturer warrants to correct such nonconformity for a term of one year or 12,000 miles, whichever occurs first.</p> <p>A knowing violation of this subsection shall constitute an unfair or deceptive act or practice in the conduct of consumer transactions under Part 2 of Article 15 of Chapter 1 of Title 10 and will subject the violator to an action by a consumer under Code Section 10-1-399.</p> <p>The manufacturer shall have 30 days to notify the administrator that a vehicle has been reacquired in this state under the provisions of this article. The notice shall be legible and include, at a minimum, the vehicle year, make, model, and identification number; the date and mileage at the time the vehicle was reacquired; the nature of the alleged nonconformity; the reason for reacquisition; and the name and address of the original consumer. When the manufacturer resells, leases, transfers, or otherwise disposes of a reacquired vehicle, the manufacturer shall, within 30 days of the resale, lease, transfer, or disposition, notify the administrator of the vehicle year, make, model, and identification number; the date of the sale, lease, transfer, or disposition of the vehicle; and the name and address of the buyer, lessee, or transferee.</p> <p>If a manufacturer resells, leases, transfers, or otherwise disposes of a motor vehicle in this state that it reacquired under a similar statute of any other state, the manufacturer shall, within 30 days of the resale, lease, transfer, or disposition, notify the administrator of the transaction. The contents of the notice shall comply with the requirements of subsection (b) of this Code section.</p> <p>Manufacturers shall use forms approved by the administrator. The forms shall contain the information required under this Code section and any other information the administrator</p>

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deems necessary for implementation of this Code section.

**Rules**

**Transfer and Resale of a Reacquired Vehicle**

(1) A manufacturer who reacquires a vehicle in this state, or resells, leases, transfers, or otherwise disposes of a reacquired vehicle in this state, shall notify the Attorney General on a form prescribed by the Attorney General.

(2) In lieu of use of the form prescribed in subsection (1), the Attorney General may approve an alternative form proposed by the manufacturer if it has substantially the same language, content and appearance as the Attorney General's form, including the same or similar font size for words or terms of emphasis, and does not contain words, categories, or spaces to elicit information that might otherwise mislead a prospective transferee, buyer or lessee as to the nature of the nonconformity or the fact of the vehicle's reacquisition.

(3) If a manufacturer submits a proposed alternative form, the Attorney General shall review it and notify the manufacturer in writing whether the proposed alternative form is approved or disapproved. If the proposed alternative form is disapproved, the Attorney General shall indicate the reasons for disapproval and afford the manufacturer the opportunity to submit a corrected alternative form for reconsideration. If disapproved after reconsideration, the manufacturer shall use the form prescribed in subsection (1).

(4) If the Attorney General determines that the alternative form approved for use by the manufacturer no longer meets the requirements of O.C.G.A. § 10-1-790 or this Chapter, the Attorney General shall inform the manufacturer in writing of the determination and state the reason. The Attorney General shall give the manufacturer a reasonable time, not to exceed ninety (90) days, to bring the form into compliance. Thereafter, if not approved, the manufacturer shall discontinue use of such alternative form.

**Transfer and Resale of a Reacquired Vehicle**

(1) A reacquired vehicle shall not be transferred, leased, or sold, either at wholesale or retail, unless the following conditions are met: (a) At the time of each transfer of the reacquired vehicle, the transferor shall provide the transferee the form required by Rule 60-2-1-.35. (b) The ultimate consumer must be provided the opportunity to read the form in its entirety before purchasing or leasing the reacquired vehicle. (c) Both the transferor of the reacquired vehicle and the ultimate consumer must sign the form at the time of the sale or lease to the ultimate consumer. The original of the form shall be provided to the ultimate consumer. The transferor of the reacquired vehicle must send a copy of the completed and dated form to the Attorney General within thirty (30) days from the date of the sale or lease.

(2) The manufacturer shall activate the warranty required pursuant to O.C.G.A. § 10-1-790(a)(2) at the time of the sale or lease of the reacquired vehicle to the ultimate consumer. The manufacturer shall also notify the Attorney General that the warranty has been activated within ninety (90) days of the sale or lease. The manufacturer shall notify the Attorney General on a form prescribed by the Attorney General. In lieu of the form prescribed herein, the Attorney General may approve an alternative form proposed by the manufacturer if it has substantially the same content as the Attorney General's form. If a manufacturer submits a proposed alternative form, the Attorney General shall review it and notify the manufacturer in writing whether the proposed alternative form is approved or disapproved.

**23. Point of sale notice of lemon law rights**

At the time of each purchase or lease of a new motor vehicle, the dealer shall provide the consumer with a written statement that explains the consumer's rights under the Georgia Lemon Law. This "Lemon Law Rights Statement" shall be a form prescribed by the Attorney General. The consumer shall sign and date the Lemon Law Rights Statement at the time of receipt of the vehicle. The name of the dealer's representative and the date on which the Statement was delivered to the consumer shall also be printed on the Statement. The dealer shall retain a legible copy of the signed Statement at its primary place of business for a period of at least three (3) years

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**24. Limitation on waiver**

Any agreement entered into by a consumer that waives, limits, or disclaims lemon law rights is unenforceable as contrary to public policy.