

104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

HB1909

Introduced 1/29/2025, by Rep. Amy Briel

SYNOPSIS AS INTRODUCED:

New Act

Creates the Agricultural Equipment Repair Bill of Rights Act. Provides that, for the purpose of providing services for agricultural equipment in the State, an original equipment manufacturer shall, with fair and reasonable terms and costs, make available to an independent repair provider or owner of the manufacturer's equipment any documentation, parts, embedded software, firmware, or tools that are intended for use with the equipment or any part, including updates to documentation, parts, embedded software, firmware, or tools. Provides that, with respect to agricultural equipment that contains an electronic security lock or other security-related function, a manufacturer shall, with fair and reasonable terms and costs, make available to independent repair providers and owners any documentation, parts, embedded software, firmware, or tools needed to reset the lock or function when disabled in the course of providing services. Provides that the manufacturer may make the documentation, parts, embedded software, firmware, or tools available to independent repair providers and owners through appropriate secure release systems. Provides that these provisions do not apply to a part that is no longer available to the original equipment manufacturer or conduct that would require the manufacturer to divulge a trade secret. Provides that a manufacturer shall not refuse to make available to an independent repair provider or owner any documentation, part, embedded software, firmware, or tool necessary to provide services on grounds that the documentation, part, embedded software, firmware, or tool itself is a trade secret, except that information necessary to repair agricultural equipment may not be redacted. Provides exceptions. Defines terms.

LRB104 09802 BDA 19868 b

1 AN ACT concerning agriculture.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the
5 Agricultural Equipment Repair Bill of Rights Act.

6 Section 5. Definitions. In this Act:

7 "Agricultural equipment" includes:

8 (1) a tractor, trailer, combine, sprayer, tillage
9 implement, baler, and other equipment used to plant,
10 cultivate, or harvest agricultural products or to ranch;
11 and

12 (2) attachments to and repair parts for equipment
13 described in paragraph (1).

14 "Agricultural equipment" does not include:

15 (1) a self-propelled vehicle designed primarily for
16 the transportation of individuals or property on a street
17 or highway, including, but not limited to, a powersports
18 vehicle, an all-terrain vehicle, or a side-by-side
19 vehicle; or

20 (2) any aircraft used in an agricultural aircraft
21 operation, as defined in 14 CFR 137.3.

22 "Authorized repair provider" means a person that is
23 unaffiliated with a manufacturer other than through an

1 arrangement with the manufacturer, whether for a definite or
2 an indefinite period, in which the manufacturer, for the
3 purpose of offering to provide services to an equipment owner
4 regarding the owner's equipment or a part, grants to the
5 person:

6 (1) a license to use a trade name, service mark, or
7 other proprietary identifier; or

8 (2) an authorization under any other arrangement to
9 act on behalf of the manufacturer.

10 "Authorized repair provider" includes a manufacturer that
11 offers to provide services to an owner of the manufacturer's
12 equipment regarding the owner's equipment or a part if the
13 manufacturer does not have an arrangement with an unaffiliated
14 person under paragraph (2).

15 "Data" means information that, with the consent of an
16 owner, is transmitted or compiled and that arises from the
17 operation of an owner's agricultural equipment or its parts.

18 "Documentation" means a manual; diagram, including a
19 schematic diagram; reporting output; service code description;
20 security code or password; or similar type of guidance or
21 information, whether in an electronic or tangible format, that
22 a manufacturer provides to an authorized repair provider to
23 assist the authorized repair provider with services performed
24 on the manufacturer's equipment or a part.

25 "Embedded software for agricultural equipment" means any
26 programmable instructions that concern agricultural equipment

1 operation and that are provided on firmware delivered with or
2 loaded to the agricultural equipment.

3 "Embedded software for agricultural equipment" includes
4 all relevant patches and fixes that the manufacturer makes,
5 including, but not limited to, items described as "basic
6 internal operating system", "internal operating system",
7 "machine code", "assembly code", "root code", or "microcode".

8 "Equipment" means agricultural equipment.

9 "Equipment dealer" means any person, partnership,
10 corporation, association, or other form of business enterprise
11 that is primarily engaged in the retail sale of agricultural
12 equipment.

13 "Fair and reasonable terms and costs", with respect to
14 obtaining parts, embedded software, firmware, or tools from a
15 manufacturer to provide services, means terms that are
16 equivalent to the most favorable terms that the manufacturer
17 offers to an authorized repair provider and costs that are no
18 greater than the manufacturer's suggested retail price. Costs
19 of agricultural equipment shall be calculated using net costs
20 incurred, accounting for any discounts, rebates, or incentives
21 offered. With respect to documentation, "fair and reasonable
22 terms and costs" means that the manufacturer provides the
23 documentation, including any relevant updates to the
24 documentation, at no charge, except that the manufacturer may
25 charge a fee for a printed copy of the documentation if the
26 amount of the fee covers only the manufacturer's actual cost

1 to prepare and send the printed copy of the documentation.
2 With respect to tools that are software programs, "fair and
3 reasonable terms and costs" means that the manufacturer
4 provides the tools that are software programs:

5 (A) at no charge and without requiring authorization
6 or Internet access or otherwise imposing impediments to
7 access or use;

8 (B) in the course of effectuating the diagnosis,
9 maintenance, or repair and enabling the full functionality
10 of the equipment or part; and

11 (C) in a manner that does not impair the efficient and
12 cost-effective performance of the equipment or part.

13 "Firmware" means a software program or set of instructions
14 programmed on equipment or a part to allow the equipment or
15 part to communicate with itself or with other computer
16 hardware.

17 "Independent repair provider", except as otherwise
18 provided in this definition, means a person in this State that
19 is:

20 (A) either a manufacturer's authorized repair provider
21 or affiliated with a manufacturer's authorized repair
22 provider; and

23 (B) engaged in offering or providing services.

24 "Independent repair provider" includes:

25 (i) an authorized repair provider if the authorized
26 repair provider is offering or providing services for a

1 manufacturer other than a manufacturer with which the
2 authorized repair provider has an arrangement described in
3 subparagraph (B) of paragraph (2); and

4 (ii) a manufacturer with respect to offering or
5 providing services for another manufacturer's equipment or
6 part.

7 "Off-highway vehicle" means a motorcycle, dirt bike,
8 three-wheeler, all-terrain vehicle, surplus military vehicle,
9 or dune buggy that is operated on public lands and trails.

10 "Original equipment manufacturer" or "manufacturer" means
11 a person doing business in this State and engaged in the
12 business of selling, leasing, or otherwise supplying new
13 equipment or parts manufactured by or on behalf of itself to
14 any individual, business, or other entity.

15 "Owner" means a person that owns equipment or an agent of
16 the owner.

17 "Part" means a new or used replacement part for equipment
18 that a manufacturer offers for sale or otherwise makes
19 available for the purpose of providing services.

20 "Powersports vehicle" means any of the following:

21 (A) an off-highway vehicle;

22 (B) a personal watercraft; or

23 (C) a snowmobile.

24 "Tools" means any software program, hardware implement, or
25 other apparatus used for diagnosis, maintenance, or repair of
26 equipment or parts, including software or any other mechanism

1 that provides, programs, or pairs a new part; calibrates
2 functionality; or performs any other function required to
3 return the equipment or part to fully functional condition.

4 "Trade secret" means the whole or any portion or phase of
5 any scientific or technical information, design, process,
6 procedure, formula, improvement, confidential business or
7 financial information, listing of names, addresses, or
8 telephone numbers, or other information relating to any
9 business or profession which is secret and of value. To be a
10 "trade secret", the owner thereof must have taken measures to
11 prevent the secret from becoming available to persons other
12 than those selected by the owner to have access thereto for
13 limited purposes.

14 Section 10. Services for agricultural equipment;
15 documentation.

16 (a)(1) Except as provided in subsection (b), for the
17 purpose of providing services for equipment in this State, an
18 original equipment manufacturer shall, with fair and
19 reasonable terms and costs, make available to an independent
20 repair provider or owner of the manufacturer's equipment any
21 documentation, parts, embedded software, firmware, or tools
22 that are intended for use with the equipment or any part,
23 including updates to documentation, parts, embedded software,
24 firmware, or tools.

25 (2) With respect to equipment that contains an electronic

1 security lock or other security-related function, a
2 manufacturer shall, with fair and reasonable terms and costs,
3 make available to independent repair providers and owners any
4 documentation, parts, embedded software, firmware, or tools
5 needed to reset the lock or function when disabled in the
6 course of providing services. The manufacturer may make the
7 documentation, parts, embedded software, firmware, or tools
8 available to independent repair providers and owners through
9 appropriate secure release systems.

10 (b) Subsection (a) does not apply to a part that is no
11 longer available to the original equipment manufacturer or
12 conduct that would require the manufacturer to divulge a trade
13 secret. Notwithstanding the provisions of this subsection (b)
14 a manufacturer shall not refuse to make available to an
15 independent repair provider or owner any documentation, part,
16 embedded software, firmware, or tool necessary to provide
17 services on grounds that the documentation, part, embedded
18 software, firmware, or tool itself is a trade secret.

19 (c) A manufacturer may redact documentation to remove
20 trade secrets from the documentation before providing access
21 to the documentation if the usability of the redacted
22 documentation for the purpose of providing services is not
23 diminished, except that information necessary to repair
24 agricultural equipment may not be redacted.

25 (d) A manufacturer may withhold information regarding a
26 component of, design of, functionality of, or process of

1 developing a part, embedded software, firmware, or a tool if
2 the information is a trade secret and the usability of the
3 part, embedded software, firmware, or tool for the purpose of
4 providing services is not diminished.

5 (e) An original equipment manufacturer is not liable for
6 faulty or otherwise improper repairs provided by independent
7 repair providers or owners, including faulty or otherwise
8 improper repairs that cause any indirect, incidental, special,
9 or consequential damages.

10 Section 15. Exceptions.

11 (a) Subject to subsection (b), nothing in this Act:

12 (1) alters the terms of any contract or other
13 arrangement in force between an original equipment
14 manufacturer and an authorized repair provider, including
15 the performance or provision of warranty or recall repair
16 work and any exclusivity or noncompete clause in a
17 contract;

18 (2) authorizes an independent repair provider or owner
19 to:

20 (A) make any modification to agricultural
21 equipment that deactivates a safety notification
22 system, except as necessary to provide services;

23 (B) access any function of a tool that enables the
24 independent repair provider or owner to change the
25 settings for a piece of agricultural equipment in a

1 manner that brings the equipment out of compliance
2 with any applicable federal, State, or local safety or
3 emissions law, except as necessary to provide
4 services;

5 (C) evade emissions, copyright, trademark, or
6 patent laws; or

7 (D) engage in any other illegal equipment
8 modification activities;

9 (3) requires a manufacturer to provide an independent
10 repair provider or owner access to information, other than
11 documentation, that the manufacturer provides to an
12 authorized repair provider pursuant to a contract or other
13 arrangement with the authorized repair provider except as
14 necessary to comply with subsection (a) of Section 10; or

15 (4) exempts a manufacturer from a products liability
16 claim that is otherwise authorized by law.

17 (b) With respect to a contract or other arrangement, or
18 renewal of a contract or existing arrangement, that an
19 original equipment manufacturer enters into on or after the
20 effective date of this Act, any contract term, provision,
21 agreement, or language in the contract or arrangement that
22 waives, avoids, restricts, or limits the manufacturer's
23 obligations under this Act is void and unenforceable.

24 (c) If an agricultural equipment manufacturer enters into,
25 or is covered under, a nationwide memorandum of understanding
26 regarding a right to repair agricultural equipment, the

1 memorandum of understanding governs an owner's right to
2 provide services, or to engage the services of an independent
3 repair provider, for that manufacturer's brand of agricultural
4 equipment. If compliance with the memorandum of understanding
5 would deny the owner any rights afforded to the owner in this
6 Act, including any rights to documentation, data, tools, or
7 embedded software for agricultural equipment necessary for the
8 diagnosis, maintenance, or repair of the owner's agricultural
9 equipment, the owner is entitled to the documentation, data,
10 tools, or embedded software for agricultural equipment in
11 accordance with this Act. An agricultural equipment
12 manufacturer that enters into a memorandum of understanding
13 shall meet the requirements established in this Act.