

CHAPTER 107. EQUIPMENT AND MACHINERY DEALERSHIPS

§ 4071. DEFINITIONS

Add the words bold-faced and italicized.

*"Coerce" means the failure to act in a fair and equitable manner in performing or complying with any terms or provisions of a dealer agreement provided, however, that recommendation, persuasion, urging or argument shall not be synonymous with coerce or lack of good faith.*

**NEDA ACCEPTS AEM'S DEFINITION OF "COERCE" ABOVE FROM VERMONT'S AUTO DEALER FRANCHISE LAW, 9 V.S.A. CHAPTER 108, IF THE DEFINITION OF "GOOD FAITH" ALSO FROM VERMONT'S AUTO DEALER LAW (CORRECTED WITH AN UPDATED REFERENCE TO THE UCC) IS ADDED TO S.224 AS FOLLOWS:**

**"GOOD FAITH" MEANS HONESTY IN FACT AND THE OBSERVATION OF REASONABLE COMMERCIAL STANDARDS OF FAIR DEALING IN THE TRADE AS DEFINED AND INTERPRETED IN 9A V.S.A. § 1-201(B)(20) OF THE UNIFORM COMMERCIAL CODE.**