



LEGAL BRIEF

NEVADA LEMON LAW

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The following is a brief explanation of most relevant provisions of the Nevada lemon law. The complete text of the lemon law can be found at Nevada Rev. Stat. section 597.600 et seq.

I. Covered Vehicles

Nevada's lemon law applies to "motor vehicles," which are self-propelled vehicles used for transporting people or property on public highways.

Category	Covered?	Notes
New Vehicles	Yes	Primary coverage for vehicles purchased new.
Used Vehicles	Yes	The law covers any buyer to whom the vehicle is transferred while the manufacturer's express warranty is still in effect.
Motor Homes	No	Specifically excluded from the lemon law.
Off-Road Vehicles	No	Specifically excluded from the lemon law.

II. Covered Consumers

The law protects the "buyer," which is defined as:

- Anyone who buys or contracts to buy a motor vehicle for personal, family, or household use (not for resale).
- Any person to whom the vehicle is transferred during the manufacturer's express warranty period.
- Any other person entitled to enforce the warranty's terms.

III. Covered Problems

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The law covers any "nonconformity," which is a defect or condition that substantially impairs the use and value of the vehicle to the buyer.

However, it does not cover issues resulting from:

- Abuse
- Neglect
- Unauthorized modifications or alterations to the vehicle.

IV. **Manufacturer's Duty to Repair**

If a vehicle has a defect covered by the manufacturer's express warranty, the buyer must report it in writing to the manufacturer. This report must be made before the warranty expires or within one year of the vehicle's original delivery date, whichever comes first. Once reported, the manufacturer or its authorized dealer must perform the necessary repairs, even if the warranty expires during the repair period.

V. **Manufacturer's Duty to Replace or Repurchase**

If the manufacturer or its dealer cannot fix the nonconformity after a reasonable number of attempts, the manufacturer is required to either:

1. Replace the vehicle with a comparable one.
2. Repurchase the vehicle from the buyer.

A presumption of a "reasonable number of attempts" is met if either of the following occurs within one year of delivery or before the express warranty expires (whichever is first):

Condition	Threshold
Repeat Repairs	The same nonconformity has been subject to repair four or more times but still exists.
Time Out of Service	The vehicle has been out of service for repairs for a cumulative total of 30 or more calendar days. This 30-day period can be extended if repairs are delayed by circumstances beyond the manufacturer's control.

VI. **Remedies for the Consumer**

If a manufacturer is obligated to repurchase or replace a vehicle, the consumer is entitled to the following remedies:

- Repurchase: The manufacturer must refund:
 - The full purchase price.
 - All sales tax, license fees, registration fees, and similar government charges.
 - A deduction is made for a "reasonable allowance for use," calculated based on the mileage before the first defect report.
- Replacement: The manufacturer must provide a comparable motor vehicle. The reasonable allowance for use does not apply to a replacement.

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- **Attorneys' Fees:** A significant benefit for consumers is that if a buyer prevails in a lemon law action, the court will award reasonable attorneys' fees. This provision makes it more feasible for consumers to seek legal help.

VII. Action and Time Limits

Dispute Resolution: If a manufacturer has a certified informal dispute settlement procedure (in compliance with federal regulations), the buyer must use that process before filing a lawsuit.

Statute of Limitations: A legal action under the lemon law must be started within 18 months of the vehicle's original delivery date to the buyer.

No Waivers: Any agreement that asks the buyer to waive their rights under the lemon law is void and unenforceable.

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