

**DISTRICT OF COLUMBIA**  
**OFFICIAL CODE**

**TITLE 36.**  
**TRADE PRACTICES.**

**CHAPTER 3.**  
**RETAIL SERVICE STATIONS.**

**2001 Edition**

# DISTRICT OF COLUMBIA OFFICIAL CODE

## CHAPTER 3. RETAIL SERVICE STATIONS.

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### TABLE OF CONTENTS

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#### **Subchapter I. Definitions.**

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- § 36-301.01. Definitions.

#### **Subchapter II. Operation of Retail Service Stations.**

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- § 36-302.01. Registration of intent to sell.
- § 36-302.02. Restrictions on operation.
- § 36-302.03. Nondiscrimination required of wholesalers.
- § 36-302.04. Exemption from enforcement of § 36-302.02; regulations; reports.
- § 36-302.05. Violations; notice, order, injunction, and penalties.

#### **Subchapter II-A. Security at Retail Service Stations.**

---

- § 36-302.21. Security requirements for retail service stations.
- § 36-302.22. Retail service station security public service announcement.

#### **Subchapter III. Marketing Agreements.**

---

- § 36-303.01. Nonwaiverable conditions; conditions affecting marketing agreements.
- § 36-303.02. Disclosures to prospective retail dealers.
- § 36-303.03. Termination, cancellation, and failure to renew.
- § 36-303.04. Retail dealer's remedies.
- § 36-303.05. Sale, assignment, or other transfer of a marketing agreement.
- § 36-303.06. Civil actions.
- § 36-303.07. Application of subchapter.

#### **Subchapter IV. Moratorium on Conversions to Limited Service Retail Service Stations.**

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- § 36-304.01. Prohibition on conversions.

#### **Subchapter IV-A. Franchisee Purchase Rights.[Expired]**

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- § 36-304.11. Definitions.[Expired]
- § 36-304.12. Franchisee's right of first refusal.[Expired]
- § 36-304.13. Duty of good faith in negotiating lease terms.[Expired]
- § 36-304.14. Remedy for violation of subchapter.[Expired]
- § 36-304.15. Applicability.[Expired]

#### **Subchapter V. General Provisions.**

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- § 36-305.01. Statement of public policy.
- § 36-305.02. Severability.

# **CHAPTER 3. RETAIL SERVICE STATIONS.**

## **SUBCHAPTER I. DEFINITIONS.**

### **§ 36-301.01. DEFINITIONS.**

For the purpose of this chapter, the following words, terms, phrases, and their derivations shall have the meanings respectively ascribed to them in this section unless the context clearly indicates otherwise:

(1) "Automotive product" means any product or item of merchandise, including any tire, battery, or similar motor vehicle accessory or part, other than motor fuels or petroleum products, which is intended to be or is capable of being used with, in, or on a motor vehicle, whether or not such product is essential for the proper operation and maintenance of a motor vehicle and whether or not such product is also suitable or is actually sold or used for non-motor vehicle purposes.

(2) "Distributor" means any person who is engaged in the business of selling, supplying, or distributing on consignment or otherwise, motor fuels or petroleum products to or through retail service stations which it owns, leases, or otherwise controls and who also maintains a marketing agreement with a retail dealer for the sale or distribution of motor fuels or petroleum products to a retail service station, whether or not such distributor owns, leases, or otherwise controls such retail service station.

(3) "Engaging in the retail sale of motor fuel" means that at least 30 per centum of the retail dealer's gross revenue, excluding such revenue as is derived from the retail sale of petroleum products and automotive products and from the repair, maintenance, and servicing of motor vehicles, is derived from the retail sale of motor fuel.

(4) "Equipment" means any movable tangible personal property which is used in the business of operating a retail service station, other than property which is either consumed in the business, except through depreciation or amortization, or held for immediate or ultimate sale to customers. The term "equipment" also includes any motor fuel dispensing pump, lift, storage tank, machine, appliance or other similar property which was movable tangible personal property at the time such property was purchased, leased, or otherwise acquired by the operator of a retail service station, whether or not such property was subsequently attached or affixed to any real property.

(5) "Failure to renew" means any exercise of a right or power created by the marketing agreement or by law to terminate, cancel, or otherwise put an end to a marketing agreement at the expiration of its term, including the exercise of a right or power to put an end to a marketing agreement which would otherwise be extended or renewed automatically for a definite or indefinite term and any failure to extend or renew a marketing agreement which does not provide for automatic extension or renewal. The term "failure to renew" shall also include any termination or cancellation of a marketing agreement which does not specify an expiration date or term.

(6) "Goodwill" means the tendency or habit of customers to return for trade to the retail service station with which they have been previously dealing and includes, with respect to the value of a retail dealer's goodwill, whatever value, advantage, or benefit is added to the value of a retail service station business as a result of the efforts of the retail dealer and his employees during the term or terms of a marketing agreement with the distributor, and of any preceding marketing agreements between the same parties, including, but not limited to, whatever value, advantage, or benefit is added by the reputation of the retail dealer and his employees for competence, skill, quality, ability, reliability, punctuality, personal attention, honesty, integrity, fair dealing, reasonable prices, and other attributes in providing motor fuels, petroleum products, and automotive products and in providing motor vehicle repair, maintenance, and other services, over and above the value of any inventory, equipment, real estate, and other tangible property, of a trademark owned, leased, or otherwise controlled by the distributor, or of advertising or other promotions furnished or financed, in whole or part, by the distributor, which value, advantage, or benefit can reasonably be expected to remain at the retail service station location after the departure of the retail dealer. In determining the value of a retail dealer's goodwill, any increase in the volume of motor fuel, petroleum product, and automotive product sales, any increase in the volume of repair, maintenance, and other services provided, any increase in the number of customers, any financial or other contributions to advertising or promotions by the retail dealer, the number of years the retail dealer has operated the retail service station, and other similar

factors should be taken into account in light of all other factors and circumstances.

(6A) "Jobber" means a wholesale supplier or distributor of motor fuel.

(7) "Marketing agreement" means any written agreement, or combination of agreements, including any contract, lease, franchise, or other agreement, which is entered into between a distributor and a retail dealer and pursuant to which:

(A) The distributor agrees to sell, supply, or distribute motor fuel to the retail dealer for the purpose of engaging in the retail sale of such motor fuel at a retail service station; and

(B) The retail dealer is granted the right, privilege, or authority, in addition to whatever else may be provided, to:

(i) Use any trademark owned, leased, or otherwise controlled by the distributor for the purpose of engaging in the retail sale of motor fuel at a retail service station; or

(ii) Occupy a retail service station owned, leased, or otherwise controlled by the distributor for the purpose of engaging in the retail sale of motor fuel.

(8) "Merchantable product" means any product which is in such a condition that it is reasonably resalable in the normal course of the operation of a retail service station business at a price normally charged for a new or unused product.

(9) "Motor fuel" means any gasoline, diesel fuel, special fuel, petroleum distillate, refined petroleum product, natural petroleum liquid product, natural gas liquified product, crude oil product, or other substance or combination of substances which is intended to be or is capable of being used for the purpose of propelling or running any internal combustion engine of a motor vehicle and which is sold or used, alone or blended or compounded with other substances, by any person for such purpose.

(10) "Person" means any natural person, firm, association, business trust, trust, estate, partnership, corporation, 2 or more persons having a common or joint interest, or other legal or commercial entity. In the case of an entity, the term "person" shall also include any other entity which is a parent company of the entity; has, directly or indirectly, 30 per centum or more voting control over the entity; manages or effectively controls the entity, other than through a contractual relationship; or is under common control with the entity. In addition, in the case of an entity, the term "person" shall also include any other entity which is a subsidiary or affiliate of the entity; over which the entity has, directly or indirectly, 30 per centum or more voting control; or which is managed or effectively controlled by the entity, other than through a contractual relationship.

(11) "Petroleum product" means any oil, crude oil, residual fuel oil, grease, lubricant, petroleum distillate, refined petroleum product, natural petroleum product, natural gas product, crude oil product, or similar product, other than motor fuels, which is intended to be or is capable of being used with, in, or on a motor vehicle, whether or not such product is essential for the proper operation and maintenance of a motor vehicle and whether or not such product is also suitable or is actually sold or used for non-motor vehicle purposes.

(12) "Refiner, producer, or manufacturer" means any person who is engaged in the business of manufacturing, producing, refining, distilling, blending, or compounding motor fuels, petroleum products, or precursors of motor fuels or petroleum products, which are ultimately sold, supplied, or distributed to retail service stations in the District of Columbia by such person or any other person, whether or not such manufacturing, producing, refining, distilling, blending, or compounding is performed by such person within the District of Columbia, or who is engaged in the business of importing motor fuels or petroleum products.

(13) "Retail dealer" means any person, other than an employee of a distributor, who owns, leases, operates, or otherwise controls a retail service station for the purpose of engaging in the retail sale of motor fuel and who also maintains a marketing agreement with a distributor.

(14) "Retail sale" means the sale of any tangible personal property to the public for any purpose other than for the resale of the property in the form in which it is sold or for the use or incorporation of the property sold as a material or part of other tangible personal property to be produced for sale by manufacturing, assembling, processing, or refining.

(15) "Retail service station" means any fixed geographic location, including the real estate and permanent improvements thereon, which is operated for the purpose of storing and selling motor fuel at retail and which has a dispensing system for delivery of motor fuel into the service tanks of motor vehicles, whether or not such location is also operated for the purposes of selling petroleum products, automotive products, or other products at retail or of repairing, maintaining, or servicing motor vehicles.

(16) "Selling, sell, or sale" means selling, offering for sale, keeping for sale, exposing for sale, advertising for sale, trafficking in, bartering, peddling, or any other transfer, exchange, or delivery in any manner or by any means other than purely gratuitously.

(17) "Trademark" means any trademark, tradename, service mark, brandname, or other identifying mark, symbol, or name, including any identifying mark, symbol, or name associated with any motor

fuel.

(18) "Wholesaler" means any person, including any distributor, who is engaged in the business of selling, supplying, or distributing motor fuels or petroleum products to retail service stations in the District of Columbia.

(Apr. 19, 1977, D.C. Law 1-123, § 2, 24 DCR 2371; Apr. 8, 2005, D.C. Law 15-297, § 2(a), 52 DCR 1485.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Prior Codifications*

1981 Ed., § 10-201.

1973 Ed., § 10-201.

##### *Effect of Amendments*

D.C. Law 15-297 added subsec. (6A).

##### *Legislative History of Laws*

Law 1-123, the "Retail Service Station Act of 1976," was introduced in Council and assigned Bill No. 1-333, which was referred to the Committee on Transportation and Environmental Affairs. The Bill was adopted on first and second readings on November 23, 1976 and December 7, 1976, respectively. Enacted without signature by the Mayor on January 18, 1977, it was assigned Act No. 1-220 and transmitted to both Houses of Congress for its review.

Law 15-297, the "Retail Service Station Amendment Act of 2004", was introduced in Council and assigned Bill No. 15-914, which was referred to the Committee on Public Interest. The Bill was adopted on first and second readings on November 9, 2004, and December 7, 2004, respectively. Signed by the Mayor on January 4, 2005, it was assigned Act No. 15-693 and transmitted to both Houses of Congress for its review. D.C. Law 15-297 became effective on April 8, 2005.

## **SUBCHAPTER II. OPERATION OF RETAIL SERVICE STATIONS.**

### **§ 36-302.01. REGISTRATION OF INTENT TO SELL.**

(a) Notwithstanding anything contained in § 47-2814, all refiners, producers, manufacturers, marketers, wholesalers, distributors, suppliers, jobbers, resellers, retailers, retail dealers, or sellers of motor fuels, including any operator of a retail service station, shall, before selling, supplying, or distributing any motor fuels which may ultimately be used for the purpose of propelling or running any motor vehicle and annually thereafter by May 1, file with the Mayor a written declaration that they desire or intend to sell, supply, or distribute motor fuels in the District of Columbia. The declaration shall be filed on such form or forms and in such manner as may be prescribed by the Mayor and shall include, in addition to such other information as the Mayor shall require, a listing of the types and grades of the motor fuels and petroleum products that such person wishes or intends to sell, supply, or distribute; any trademark or trademarks associated therewith; a listing of the names and addresses of the suppliers thereof; a listing of the names and addresses of the persons to whom such motor fuels or petroleum products are or will be sold, supplied, or distributed; and a description, including the location, of any proposed or existing facilities and equipment such person will utilize in his business for all drive-in retail service stations, excluding car agencies, parking garages, and operations. This would include gas only self-service islands, gas only mixed service islands, gas only full service islands and gas with automotive repair services. It shall be a violation of this subchapter for any person to sell, supply, or distribute any motor fuel to any person in the District of Columbia, by himself or by his employee, servant, or agent, or as the employee, servant, or agent of any other person, or to have any motor fuel in his custody or possession with intent to sell, supply, or distribute such motor fuel, without having first filed a current valid declaration with the Mayor, provided that any person who is engaged in the business of selling, supplying, or distributing motor fuel in the District of Columbia on April 19, 1977, may continue such business for not more than 30 days after April 19, 1977, without filing a declaration.

(b) Whenever a person intends to discontinue the business of selling, supplying, or distributing motor fuel in the District of Columbia, whether through a sale or transfer of the business or otherwise, such person shall notify the Mayor in writing of such discontinuance at least 10 days prior to the date that such discontinuance will take effect. Such notice shall give the date of the discontinuance, the reason for such discontinuance, and, in the event of a sale or transfer of the business, the effective date thereof and the name and address of the purchaser or transferee thereof.

(Apr. 19, 1977, D.C. Law 1-123, § 3-101, 24 DCR 2371; Dec. 29, 1979, D.C. Law 3-44, § 2(b), 26 DCR 2093.)

## *HISTORICAL AND STATUTORY NOTES*

### *Prior Codifications*

1981 Ed., § 10-211.

1973 Ed., § 10-211.

### *Legislative History of Laws*

For legislative history of D.C. Law 1-123, see Historical and Statutory Notes following § 36-301.01.

Law 3-44, the "Moratorium on Retail Service Station Conversion Act of 1979," was introduced in Council and assigned Bill No. 3-152, which was referred to the Committee on Transportation and Environmental Affairs. The Bill was adopted on first and second readings on September 25, 1979 and October 9, 1979, respectively. Signed by the Mayor on November 2, 1979, it was assigned Act No. 3-118 and transmitted to both Houses of Congress for its review.

## **§ 36-302.02. RESTRICTIONS ON OPERATION.**

(a) After April 19, 1977, no producer, refiner, or manufacturer of motor fuels as the terms are defined in § 36-301(6A), (9), and (12), shall open a retail service station in the District of Columbia, irrespective of whether or not the retail service station will be operated under a trademark owned, leased, or otherwise controlled by the producer, refiner, or manufacturer, unless the retail service station is to be operated by a person or entity other than.

(1) An employee, servant, commissioned agent, or subsidiary of the producer, refiner, or manufacturer; or

(2) A person or entity who operates or manages the retail service station under a contract with the producer, refiner, or manufacturer which provides for a fee arrangement.

(b) After January 1, 1981, no producer, refiner, or manufacturer of motor fuels, as the terms are defined in § 36-301.01(6A), (9), and (12), shall operate a retail service station in the District of Columbia, irrespective of whether or not the retail service station will be operated under a trademark owned, leased, or otherwise controlled by the producer, refiner, or manufacturer; with employees, servants, commissioned agents, or subsidiaries of the producer, refiner, or manufacturer; or with a person or entity who operates or manages the retail service station under a contract with the producer, refiner, or manufacturer which provides for a fee arrangement; provided, that any entity, which, as of October 9, 1979, operates a retail service station in the District of Columbia, and of which a producer, refiner, or manufacturer, as defined in § 36-301.01(6A) and (12), only has no more than 49% voting control, may continue to operate the station after January 1, 1981, so long as no producer, refiner or manufacturer, as defined in § 36-301.01(6A) and (12), only has more than 49% voting control of the entity.

(c) Repealed.

(Apr. 19, 1977, D.C. Law 1-123, § 3-102, 24 DCR 2371; Dec. 29, 1979, D.C. Law 3-44, § 2(a), 26 DCR 2093; Apr. 8, 2005, D.C. Law 15-297, § 2(b), 52 DCR 1485; Jan. 29, 2008, D.C. Law 17-80, § 2(a), 54 DCR 11883.)

## *HISTORICAL AND STATUTORY NOTES*

### *Prior Codifications*

1981 Ed., § 10-212.

1973 Ed., § 10-212.

### *Effect of Amendments*

D.C. Law 15-297 rewrote the section which had read:

"(a) After April 19, 1977, no producer, refiner, or manufacturer of motor fuels as the terms are defined in § 36-301.01(10) and (12) shall open a retail service station in the District of Columbia, irrespective of whether or not such retail service station will be operated under a trademark owned, leased, or otherwise controlled by such producer, refiner, or manufacturer, unless such retail service station is to be operated by a person or entity other than either an employee, servant, commissioned agent or subsidiary of such producer, refiner, or manufacturer or a person or entity who operates or manages such retail service station under a contract with such producer, refiner, or manufacturer which provides for a fee arrangement.

"(b) After January 1, 1981, no producer, refiner, or manufacturer of motor fuels as the terms are defined in § 36-301.01(10) and (12) shall operate a retail service station in the District of Columbia, irrespective of whether or not such retail service station will be operated under a trademark owned, leased, or otherwise controlled by such producer, refiner, or manufacturer, with employees, servants, commissioned agents, or subsidiaries of such producer, refiner, or manufacturer or with a person or entity who operates or manages such retail service station under a contract with such producer, refiner, or manufacturer which provides for a

fee arrangement. However, any entity, which as of October 9, 1979, operates a retail service station in the District of Columbia, and of which a producer, refiner, or manufacturer as defined in § 36-301.01(12) only has no more than 49 per centum voting control, may continue to operate such station after January 1, 1981, so long as no producer, refiner or manufacturer as defined in § 36-301.01(12) only has more than 49 per centum voting control of the entity."

D.C. Law 17-80, in subsecs. (a) and (b), deleted "jobbers," preceding "producer"; and repealed subsec. (c) which had read as follows:

"(c) Any jobber in violation of subsections (a) or (b) of this subsection as of April 8, 2005, shall have 2 years following April 8, 2005, to come into compliance."

#### *Temporary Amendments of Section*

Section 2 of D.C. Law 17-6 amended subsec. (c) to read as follows:

"(c) Any jobber in violation of subsections (a) or (b) of this subsection as of April 8, 2005, shall come into compliance by January 1, 2008."

Section 4(a) of D.C. Law 17-6 provides that the act shall expire after 225 days of its having taken effect.

#### *Emergency Act Amendments*

For temporary (90 day) amendment of section, see § 2 of Retail Service Station Clarification Emergency Act of 2007 (D.C. Act 17-21, March 22, 2007, 54 DCR 2782).

#### *Legislative History of Laws*

For legislative history of D.C. Law 1-123, see Historical and Statutory Notes following § 36-301.01.

For legislative history of D.C. Law 3-44, see Historical and Statutory Notes following § 36-302.02.

For Law 15-297, see notes following § 36-301.01.

Law 17-80, the "Retail Service Station Amendment Act of 2007", was introduced in Council and assigned Bill No. 17-142 which was referred to the Committee of Public Services and Consumer Affairs. The Bill was adopted on first and second readings on October 2, 2007, and November 6, 2007, respectively. Signed by the Mayor on November 26, 2007, it was assigned Act No. 17-191 and transmitted to both Houses of Congress for its review. D.C. Law 17-80 became effective on January 29, 2008.

### **§ 36-302.03. NONDISCRIMINATION REQUIRED OF WHOLESALERS.**

(a) Every wholesaler shall extend all voluntary allowances, including, but not limited to, any temporary or permanent price reduction, price allowance, price adjustment, special sale, deal, discount, inducement, incentive, rent rebate, rent abatement, rent relief, premium or other allowance, uniformly, on an equitable basis, to every retail service station served. In the event that an exceptional or undue hardship has been imposed on a specific retail service station by the occurrence or existence of special or unusual circumstances, including, but not limited to, loss by fire or a temporary road closing, a nonuniformly extended voluntary allowance may be extended to such retail service station.

(b) Every wholesaler shall apply all equipment rental charges for equipment of a comparable age, condition, grade, or quality uniformly, on an equitable basis, to every retail service station served.

(c) Every wholesaler shall, during periods of shortage affecting such wholesaler, apportion uniformly all motor fuels, including all grades of motor fuel, and all petroleum products affected by such shortage, on an equitable basis, to every retail service station served. No wholesaler shall unreasonably discriminate between retail service stations in their allotments. For the purpose of this subsection, a shortage shall exist when any wholesaler is unable or unwilling for any reason, on either a permanent or temporary basis, to sell, distribute, or supply any specific motor fuels or petroleum products to all retail service stations previously served in a quantity equivalent to that previously sold, distributed, or supplied to such retail service stations.

(Apr. 19, 1977, D.C. Law 1-123, § 3-103, 24 DCR 2371.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Prior Codifications*

1981 Ed., § 10-213.

1973 Ed., § 10-213.

##### *Legislative History of Laws*

For legislative history of D.C. Law 1-123, see Historical and Statutory Notes following § 36-301.01.

#### **§ 36-302.04. EXEMPTION FROM ENFORCEMENT OF § 36-302.02; REGULATIONS; REPORTS.**

(a) Upon finding that enforcement of § 36-302.02 would impose an exceptional or undue hardship upon any refiner, producer, or manufacturer as a result of the existence of special or unusual circumstances, the Mayor may grant permission to such producer, refiner, or manufacturer to temporarily operate a retail service station for a period of not longer than 90 days. Within 60 days following April 19, 1977, the Mayor shall promulgate rules and regulations specifying the special or unusual circumstances during which a producer, refiner, or manufacturer may temporarily operate a retail service station, including, but not limited to, the abandonment of a retail service station by a retail dealer, the termination of, cancellation of, or failure to renew a marketing agreement other than a wrongful or illegal termination, cancellation, or failure to renew, and other emergencies. Any producer, refiner, or manufacturer who desires the permission provided for in this subsection shall submit a written request for such permission to the Mayor, on such form or forms and in such manner as may be prescribed by the Mayor, prior to operating any retail service station. Such request shall include a statement of the special or unusual circumstances that exist and of the exceptional or undue hardship which would result from the enforcement of § 36-302.02. Nothing contained in this subsection shall be construed as authorizing any producer, refiner, or manufacturer to operate any retail service station in violation of this subchapter during the pendency of a request for permission to temporarily operate such retail service station.

(b) The Mayor may grant an exemption of not longer than 1 year to the divorcement date specified in § 36-302.02(b) to any producer, refiner, or manufacturer who is unable, after reasonable effort, to either sell, transfer, or otherwise dispose of any retail service station which he owns, leases, or otherwise controls or enter into a satisfactory marketing agreement or lease with a qualified retail dealer or other person who is authorized to operate such retail service station under § 36-302.02.

(c) The Mayor is authorized to promulgate all other rules and regulations necessary for the proper implementation and enforcement of subchapters II and IV of this chapter.

(d) The Mayor may require any person subject to the provisions of § 36-302.01 to maintain such written records and to file with the Mayor written reports containing such information as the Mayor shall deem necessary for the proper implementation and enforcement of subchapters II and IV of this chapter.

(Apr. 19, 1977, D.C. Law 1-123, § 3-104, 24 DCR 2371.)

##### *HISTORICAL AND STATUTORY NOTES*

###### *Prior Codifications*

1981 Ed., § 10-214.

1973 Ed., § 10-214.

###### *Legislative History of Laws*

For legislative history of D.C. Law 1-123, see Historical and Statutory Notes following § 36-301.01.

###### *Miscellaneous Notes*

Exemption from moratorium on conversion of full service retail service stations: Sun Refining & Marketing Co. (Sunoco) Station located at 2305 Pennsylvania Ave: See Mayor's Order 91-34, February 28, 1991.

#### **§ 36-302.05. VIOLATIONS; NOTICE, ORDER, INJUNCTION, AND PENALTIES.**

(a) Whenever the Mayor has reason to believe that any person has violated or is violating any provision of subchapter II or IV of this chapter or the rules and regulations promulgated pursuant thereto, he shall cause written notice to be served upon such person in the manner provided by law. Such notice shall specify the provision or provisions that the Mayor has reason to believe that the person has violated or is violating and the ultimate facts or actions upon which the Mayor bases his belief. The Mayor shall also cause a written order to be served upon such person directing such person to immediately cease and desist from continuing such violation. If the person so ordered refuses or fails to comply with such order, the Mayor shall be authorized to apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or permanent injunction restraining such person from continuing such violation. The court shall have jurisdiction to grant such temporary restraining order, preliminary injunction, permanent injunction, or other relief as may be appropriate under the circumstances.

(b) Any violation of any provision of subchapter II or IV of this chapter or the rules and regulations promulgated pursuant thereto, shall constitute a misdemeanor and shall, upon conviction thereof, be punishable by a fine of not more than \$1,000 or by imprisonment for not more than 90 days or both. In the event of any violation of any provision of subchapter II or IV of this chapter or the rules and regulations promulgated pursuant thereto, each and every day of such violation shall constitute a separate offense and the penalties provided for herein shall be applicable to each such separate offense.



(c) Civil fines, penalties, and fees may be imposed as alternative sanctions for any infraction of the provisions of this subchapter or § 36-304.01, or any rules or regulations issued under the authority of those sections, pursuant to Chapter 18 of Title 2. Adjudication of any infraction shall be pursuant to Chapter 18 of Title 2.

(Apr. 19, 1977, D.C. Law 1-123, § 3-105, 24 DCR 2371; Oct. 5, 1985, D.C. Law 6-42, § 419, 32 DCR 4450; Apr. 8, 2005, D.C. Law 15-297, § 2(c), 52 DCR 1485.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Prior Codifications*

1981 Ed., § 10-215.

1973 Ed., § 10-215.

##### *Effect of Amendments*

D.C. Law 15-297, in subsec. (b), substituted "\$1,000" for "\$300".

##### *Legislative History of Laws*

For legislative history of D.C. Law 1-123, see Historical and Statutory Notes following § 36-301.01.

Law 6-42, the "Department of Consumer and Regulatory Affairs, Consumer and Regulatory Affairs Civil Infractions Act of 1985," was introduced in Council and assigned Bill No. 6-187, which was referred to the Committee on Consumer and Regulatory Affairs. The Bill was adopted on first and second readings on June 25, 1985, and July 9, 1985, respectively. Signed by the Mayor on July 16, 1985, it was assigned Act No. 6-60 and transmitted to both Houses of Congress for its review.

For Law 15-297, see notes following § 36-301.01.

## **SUBCHAPTER II-A. SECURITY AT RETAIL SERVICE STATIONS.**

### **§ 36-302.21. SECURITY REQUIREMENTS FOR RETAIL SERVICE STATIONS.**

(a) The operator of a retail service station shall install video surveillance equipment to monitor all pumps at the retail service station within 6 months after October 22, 2009. The Metropolitan Police Department shall review the surveillance video in the event of a crime committed at the station.

(b)(1) The operator of a retail service station shall display a warning sign at each pump and at the attendant's duty station that warns:

- (A) Always remove the keys from a vehicle;
  - (B) Lock all doors when exiting a vehicle; and
  - (C) Premises under surveillance.
- (2) The measurements for each sign shall exceed 8 inches by 8 inches.
- (3) The text for each sign shall be in boldface and shall exceed a 36-point font.
- (4) The text and background for each sign shall be in contrasting colors.

(Apr. 19, 1977 D.C. Law 1-123, § 3-121, as added Oct. 22, 2009, D.C. Law 18-65, § 2, 56 DCR 6606; Sept. 26, 2012, D.C. Law 19-171, § 27, 59 DCR 6190.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Effect of Amendments*

D.C. Law 19-171 made a technical amendment to D.C. Law 18-65, § 2, that did not change the text of the section.

##### *Legislative History of Laws*

Law 18-65, the "Enhanced Security at Gas Stations Amendment Act of 2009", as introduced in Council and assigned Bill No. 18-95, which was referred to the Committee on Public Services and Consumer Affairs. The bill was adopted on first and second readings on June 30, 2009, and July 14, 2009, respectively. Signed by the Mayor on July 28, 2009, it was assigned Act No. 18-161 and transmitted to both Houses of Congress for its review. D.C. Law 18-65 became effective on October 22, 2009.

Law 19-171, the "Technical Amendments Act of 2012", was introduced in Council and assigned Bill No. 19-397, which was referred to the Committee of the Whole. The Bill was adopted on first and second readings on March 20, 2012, and April 17, 2012, respectively. Signed by the Mayor on May 23, 2012, it was assigned Act

## **§ 36-302.22. RETAIL SERVICE STATION SECURITY PUBLIC SERVICE ANNOUNCEMENT.**

Within 90 days after October 22, 2009, the Metropolitan Police Department shall produce a public service announcement video which will be available for broadcast on the cable television channels allocated to the District government and made accessible at the Metropolitan Police Department website warning consumers of the potential dangers at retail service stations.

(Apr. 19, 1977 D.C. Law 1-123, § 3-122, as added Oct. 22, 2009, D.C. Law 18-65, § 2, 56 DCR 6606; Sept. 26, 2012, D.C. Law 19-171, § 27, 59 DCR 6190.)

### *HISTORICAL AND STATUTORY NOTES*

#### *Effect of Amendments*

D.C. Law 19-171 made a technical amendment to D.C. Law 18-65, § 2, that did not change the text of the section.

#### *Legislative History of Laws*

For Law 18-65, see notes following § 36-302.21.

For history of Law 19-171, see notes under § 36-302.21.

## **SUBCHAPTER III. MARKETING AGREEMENTS.**

### **§ 36-303.01. NONWAIVERABLE CONDITIONS; CONDITIONS AFFECTING MARKETING AGREEMENTS.**

(a) All marketing agreements shall be in writing and shall be subject to the nonwaiverable conditions set forth in this section, whether or not such conditions are expressly set forth in such marketing agreements. For the purposes of this section, the term "marketing agreement" shall also include any oral or written collateral or ancillary agreement. No marketing agreement shall:

(1) Require a retail dealer to keep his retail service station open for business for any specified number of hours per day, or days per week, or for any specified hours of the day, or days of the week, except as otherwise provided in § 36-303.03(c)(5);

(2) Require a retail dealer to purchase or accept delivery of, on consignment or otherwise, any products from the distributor other than such motor fuels and petroleum products as are specified in the marketing agreement;

(3) Fix, maintain, or establish, or grant to the distributor the right, privilege, or authority to fix, maintain, or establish, the prices at which the retail dealer shall sell any motor fuels, petroleum products, or automotive products;

(4) Require the retail dealer to meet any sales quotas for any motor fuels, petroleum products, or automotive products;

(5) Prohibit a retail dealer from selling, assigning, or otherwise transferring his marketing agreement or any interest therein to another person;

(6) Prohibit a retail dealer from purchasing or accepting delivery of, on consignment or otherwise, any motor fuels, petroleum products, automotive products, or other products from any person who is not a party to the marketing agreement or prohibit a retail dealer from selling such motor fuels or products, provided that if the marketing agreement permits the retail dealer to use the distributor's trademark, the marketing agreement may require such motor fuels, petroleum products, and automotive products to be of a reasonably similar quality to those of the distributor, and provided further that the retail dealer shall neither represent such motor fuels or products as having been procured from the distributor nor sell such motor fuels or products under the distributor's trademark;

(7) Require a retail dealer to take part in any promotional or advertising campaign which will require the retail dealer to use, utilize, or accept any premiums, coupons, posters, stamps, tickets, gifts, bonuses, rebates, or other promotional items;

(8) Contain any provision which in any way limits the right of any party to such marketing agreement to a trial by jury or to the interposition of counter-claims or cross-claims;

(9) Contain any provision which requires the retail dealer to assent to any release, assignment, novation, waiver, or estoppel which would relieve any person from any liability imposed by this

subchapter or would negate any rights granted to a retail dealer by this subchapter;

(10) Be for a term of less than 1 year; or

(11) Contain any term or condition which, directly or indirectly, violates this subchapter.

(b) Nothing contained within this section shall be construed as prohibiting a distributor from suggesting or advising the retail dealer of appropriate or reasonable hours of operation, days of operation, or prices, provided that the distributor shall in no way or manner attempt to threaten or coerce the retail dealer into following his suggestions or advice. Nothing contained within this section shall be construed as prohibiting a retail dealer from agreeing to purchase or accept delivery of other products or equipment from the distributor or from participating financially or otherwise in any promotional or advertising campaign sponsored by the distributor, provided that the distributor shall in no way or manner attempt to threaten or coerce such actions on the part of the retail dealer.

(Apr. 19, 1977, D.C. Law 1-123, § 4-201, 24 DCR 2371.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Prior Codifications*

1981 Ed., § 10-221.

1973 Ed., § 10-221.

##### *Legislative History of Laws*

For legislative history of D.C. Law 1-123, see Historical and Statutory Notes following § 36-301.01.

### **§ 36-303.02. DISCLOSURES TO PROSPECTIVE RETAIL DEALERS.**

Prior to entering into any marketing agreement with any prospective retail dealer, a distributor shall disclose the information set forth in this section to such prospective retail dealer in writing. Prior to transferring any marketing agreement or interest therein to any prospective transferee, a retail dealer shall disclose the information set forth in this section to such prospective transferee in writing:

(1) The name and last known address of the previous retail dealer or dealers for the immediately prior 3-year period or for the entire period during which the distributor has either sold or distributed motor fuels or petroleum products to or through such retail service station location or owned, leased, or otherwise controlled such location, whichever period is shorter, and the grounds or reasons for the termination of, cancellation of, or failure to renew each marketing agreement with such previous retail dealer or dealers; and

(2) The existence of any present commitments, negotiations, or plans for the future sale, demolition, or other disposition of such location.

(Apr. 19, 1977, D.C. Law 1-123, § 4-202, 24 DCR 2371.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Prior Codifications*

1981 Ed., § 10-222.

1973 Ed., § 10-222.

##### *Legislative History of Laws*

For legislative history of D.C. Law 1-123, see Historical and Statutory Notes following § 36-301.01.

### **§ 36-303.03. TERMINATION, CANCELLATION, AND FAILURE TO RENEW.**

(a)(1) A retail dealer shall have the right to terminate or repudiate any marketing agreement to which he is a party for any reason, without the imposition of any damages or penalties and without any recourse by the distributor for such termination or repudiation, within 7 days, not including Saturdays, Sundays, or holidays, after the day on which performance of such marketing agreement commences. For purposes of this subsection, the term "marketing agreement" shall not include any renewal, extension, modification, amendment, or novation of an existing marketing agreement. For purposes of this subsection, the term "performance" shall mean the granting of a present right, privilege, or authority to use a trademark, the granting of a present right, privilege, or authority to occupy a retail service station, or the actual delivery of any motor fuels, petroleum products, or automotive products to the retail dealer. In order to exercise his right to terminate or repudiate a marketing agreement pursuant to this subsection, the retail dealer shall:

(A) Mail written notice, by registered or certified mail, to the distributor of his intention to exercise his right under this subsection within the period specified in this subsection;

(B) Discontinue use of any trademark presently being used by such retail dealer pursuant to the marketing agreement;

(C) Deliver or tender, so far as is practical, to the distributor all money, equipment, and merchantable products, including all motor fuels, petroleum products, and automotive products which the retail dealer has not presently sold, which have been loaned, sold, or delivered to the retail dealer pursuant to the marketing agreement within 10 days after mailing the notice specified in this subsection; and

(D) Deliver or tender to the distributor full possession of any retail service station provided by the distributor pursuant to the marketing agreement within 10 days after mailing the notice specified in this subsection.

(2) The retail dealer shall receive full credit, or the cash equivalent, for all money, equipment, and merchantable products delivered to the distributor pursuant to subparagraph (C) of paragraph (1) of this subsection. Nothing contained within this subsection shall be construed as granting a similar right to terminate or repudiate to the distributor under a marketing agreement or as prohibiting the retail dealer from cancelling a marketing agreement during the period specified in this subsection.

(b)(1) No retail dealer or distributor, except as otherwise provided in subsection (a) of this section, shall terminate, cancel, or fail to renew a marketing agreement unless he furnishes prior written notice to the other party. Such notice shall be sent to the other party by registered or certified mail not less than 90 days prior to the date on which the marketing agreement is to be terminated, cancelled, or not renewed, unless a shorter period is provided for in this subsection. Such notice shall contain a statement of the party's intention to terminate, cancel, or fail to renew the marketing agreement, the date on which such action shall become effective, and a statement of the specific grounds for such action. No distributor shall terminate, cancel, or fail to renew a marketing agreement, or notify a retail dealer of his intention to take such action, unless he reasonably and in good faith believes that the facts and circumstances existing do, in fact, justify his reliance on the grounds specified in his notice of intention to take such action. Notice furnished pursuant to this subsection shall be effective on the date of the mailing.

(2) In the event that a termination or cancellation is based upon 1 or more of the grounds specified in paragraphs (1) through (4) and (10) through (17) of subsection (c) of this section, the 90 days advance notice shall not be required. However, in such an event, the distributor shall furnish written notice to the retail dealer as far in advance of the effective date of such termination or cancellation as is reasonably practical under the circumstances.

(3) The distributor's failure to furnish prior written notice, as required by this subsection, of his intention not to renew a marketing agreement, whether or not such marketing agreement provides for automatic extension or renewal, shall constitute a renewal of the marketing agreement for a term of 1 year from its stated expiration date.

(c) No distributor shall terminate or cancel any marketing agreement with a retail dealer, either directly or indirectly, unless such termination or cancellation is based upon 1 or more of the grounds specified in this subsection. No distributor shall terminate or cancel any marketing agreement with a retail dealer unless the grounds for such termination or cancellation are expressly set forth in the marketing agreement:

(1) The retail dealer has failed to pay financial obligations due to the distributor under the marketing agreement, including, but not limited to, rents for any equipment or retail service station provided by the distributor and payments for any motor fuels, petroleum products, or automotive products delivered, on consignment or otherwise, to the retail dealer by the distributor pursuant to the marketing agreement, within the time and in the manner prescribed by the marketing agreement;

(2) The retail dealer has filed for or has been declared bankrupt, has petitioned for or has been declared insolvent, or has petitioned for a reorganization or credit arrangement under the applicable laws;

(3) A termination or dissolution of the partnership, corporation, or other entity operating the retail service station or the death of the retail dealer, provided that a termination or dissolution of a partnership or other entity shall not constitute a ground for the termination or cancellation of a marketing agreement where the remaining partners or individual members of the other entity have notified the distributor of their intention to operate the retail service station and to acquire the interests of the departing partners or members pursuant to § 36-303.05(a) to (d);

(4) The retail dealer has voluntarily abandoned, or has given notice of his intention to voluntarily abandon, his retail service station, other than pursuant to subsection (a) of this section or § 36-303.05;

(5) The retail dealer has unjustifiably left his retail service station vacant or unattended for an unreasonable period of time or has unjustifiably failed to open his retail service station for business for an unreasonable number of days during any calendar year. The period of time and number of days which shall be deemed unreasonable shall be expressly set forth in the marketing agreement, but in no event may such period of time be less than 9 consecutive days or such number of days be less than 18 days during any calendar year;

(6) The retail dealer, or some other person over whom the retail dealer has control and was grossly

negligent in not exercising such control, has wilfully or maliciously destroyed or damaged the real or personal property, including any equipment that is used in the operation of the retail service station, of the distributor furnished pursuant to the marketing agreement and the retail dealer has refused to replace or repair such real or personal property;

(7) The retail dealer, or some other person over whom the retail dealer has control and was grossly negligent in not exercising such control, has deliberately adulterated, commingled, misbranded, mislabeled, or misrepresented to his customers any motor fuels, petroleum products, or automotive products delivered to the retail dealer by the distributor pursuant to the marketing agreement in a manner prohibited by the marketing agreement or by federal or District of Columbia law or contrary to customary practices in the retail service station industry;

(8) The retail dealer has made materially false, deceptive, or misleading representations to the distributor which are related to the operation of his retail service station business;

(9) The retail dealer has failed to comply with any federal or District of Columbia laws, rules, or regulations relating to the operation of a retail service station, including, but not limited to, laws, rules, or regulations relating to the payment of taxes and the maintenance of any necessary licenses, permits, or registrations, which the marketing agreement made the retail dealer responsible for complying with, and such failure to comply with such laws, rules, or regulations has or will adversely affect the business relationship between the retail dealer and the distributor or the business of the distributor;

(10) The retail dealer has been convicted of the commission or attempt to commit a felony, criminal misconduct or violations of law involving moral turpitude, fraud, or commercial dishonesty, which is related to the operation of his retail service station business and which would affect the ability of the retail dealer to operate his retail service station business or would tend to defame or seriously damage the reputation of the distributor or his trademark, provided that this subsection shall not apply to convictions that have been disclosed to the distributor by the retail dealer prior to entering into the marketing agreement;

(11) The condemnation, appropriation, or other public taking of the retail service station location covered by the marketing agreement, in whole or part, pursuant to the power of eminent domain or the loss of or damage to the retail service station facility by an act of God, to the extent that such taking or damage makes the continued operation of the retail service station completely unfeasible;

(12) The marketing agreement grants the retail dealer the right, privilege, or authority to occupy a retail service station leased by the distributor from another person and such lease is terminated, cancelled, or not renewed by such other person for a cause beyond the reasonable control of the distributor;

(13) The distributor has lost his legal right, for a cause beyond his reasonable control, to grant the retail dealer the right, privilege, or authority to use any trademark provided for in the marketing agreement;

(14) The retail dealer has so severe a physical or mental disability that he is rendered incapable of operating his retail service station for an unreasonable period of time and has been unable to provide for the continued operation of his retail service station by another person;

(15) The retail dealer has failed to substantially comply with any other essential and reasonable requirement, condition, or provision expressly set forth in the marketing agreement;

(16) The existence or occurrence of any cause or circumstance which would make termination or cancellation of the marketing agreement reasonable, just, and equitable in light of the facts and circumstances then existing; or

(17) The retail dealer and the distributor have executed a mutual agreement to terminate the marketing agreement in writing.

(d) No distributor shall fail to renew a marketing agreement with a retail dealer, either directly or indirectly, unless such failure to renew is based upon 1 or more of the grounds specified in this subsection. No distributor shall fail to renew a marketing agreement unless the grounds for such failure to renew are expressly set forth in the marketing agreement:

(1) The existence of any of the grounds which would justify the termination or cancellation of a marketing agreement pursuant to subsection (c) of this section;

(2) The distributor intends to and does in fact withdraw entirely, within 1 year of the effective date of the notice furnished pursuant to subsection (b) of this section, from the sale in the District of Columbia of motor fuels, petroleum products, and automotive products;

(3) The marketing agreement grants the retail dealer the right, privilege, or authority to occupy a retail service station owned, leased, or otherwise controlled by the distributor and the distributor intends to and does in fact withdraw entirely, within 1 year of the effective date of the notice furnished pursuant to subsection (b) of this section, from the business of owning, leasing, controlling, and operating retail service stations in the District of Columbia;

(4) The marketing agreement grants the retail dealer the right, privilege, or authority to occupy a retail service station owned, leased, or otherwise controlled by the distributor and the distributor intends to

sell or lease the retail service station location to a person other than a subsidiary, parent, affiliate, or other entity controlled or managed by the distributor or controlling or managing the distributor, for a purpose other than the retail sale of motor fuels or intends to relinquish a leasehold interest in the retail service station location, without any intention of purchasing, executing a new lease for, or otherwise regaining control of the location;

(5) A failure on the part of the distributor and the retail dealer, both parties having acted in good faith in trying to effect a renewal, to agree to any reasonable and essential changes in or additions to the marketing agreement considering the then existing facts and circumstances;

(6) The retail dealer has failed to make reasonable repairs and maintenance to the real or personal property of the distributor furnished pursuant to the marketing agreement provided that the marketing agreement requires the retail dealer to assume such responsibility for repair and maintenance;

(7) The retail dealer has failed to substantially comply with any reasonable minimum standards for the operation of a retail service station which are expressly set forth in the marketing agreement, including, but not limited to, standards concerning the cleanliness and appearance of the retail service station and the safeness of facilities and services, within a reasonable time after receiving written notice of noncompliance and such failure to comply will damage the integrity of the distributor's trademark or the reputation of either the distributor or other retail service stations operating under the distributor's trademark; or

(8) The distributor has received substantiated repeated customer complaints concerning the conduct or practices of the retail dealer, including, but not limited to, repair or maintenance work of a substandard quality, obnoxious or disrespectful behavior towards customers, or dishonest, unethical, or fraudulent practices, and the continuance of such conduct or practices will damage the integrity of the distributor's trademark or the reputation of either the distributor or other retail service stations operating under the distributor's trademark.

(e)(1) No distributor shall terminate, cancel, or fail to renew any marketing agreement, either directly or indirectly, for any of the following reasons:

(A) Refusal of the retail dealer to accept a renewal of a marketing agreement for a term of less than 1 year;

(B) Refusal of the retail dealer to take part in any promotional or advertising campaign, to meet sales quotas suggested by the distributor, to purchase or accept delivery of any motor fuels or petroleum products not specified in the marketing agreement, or any other products or equipment, to sell motor fuels, petroleum products, or automotive products at a price suggested by the distributor, or to comply with any standard of performance imposed upon such retail dealer by the distributor which exceeds the standards of performance imposed by the marketing agreement;

(C) Refusal of the retail dealer to keep his retail service station open and operating during those hours or days which, in the reasonable opinion of the retail dealer, are unprofitable or to follow the suggestions or advice of the distributor concerning days or hours of operation;

(D) The retail dealer's attempt to exercise his right to sell, assign, or otherwise transfer his marketing agreement or any interest therein to another person; or

(E) The distributor's desire to obtain possession of a retail service station currently leased to the retail dealer in order to engage in the retail sale of motor fuel on its own behalf.

(2) No marketing agreement shall specify any of the reasons contained in this subsection as grounds for the termination of, cancellation of, or failure to renew such marketing agreement by the distributor.

(Apr. 19, 1977, D.C. Law 1-123, § 4-203, 24 DCR 2371; Apr. 24, 2007, D.C. Law 16-305, § 51, 53 DCR 6198.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Prior Codifications*

1981 Ed., § 10-223.

1973 Ed., § 10-223.

##### *Effect of Amendments*

D.C. Law 16-305, in subsec. (c)(14), deleted "been afflicted with" following "retail dealer has".

##### *Legislative History of Laws*

For legislative history of D.C. Law 1-123, see Historical and Statutory Notes following § 36-301.01.

Law 16-305, the "People First Respectful Language Modernization Act of 2006", was introduced in Council and assigned Bill No. 16-664, which was referred to Committee on the Whole. The Bill was adopted on first and second readings on June 20, 2006, and July 11, 2006, respectively. Signed by the Mayor on July 17, 2006, it was assigned Act No. 16-437 and transmitted to both Houses of Congress for its review. D.C. Law

## **§ 36-303.04. RETAIL DEALER'S REMEDIES.**

(a) The remedies provided for in this section are in addition to any and all other remedies available to the retail dealer under this subchapter, the marketing agreement, any other statute or act, or law or equity.

(b) In the event of any termination of, cancellation of, or failure to renew a marketing agreement, whether by the unilateral action of either the retail dealer or the distributor, by mutual agreement, by the death of the retail dealer, or otherwise, the distributor shall make or cause to be made an offer in good faith to repurchase from the retail dealer or his legal representative within 30 days after the effective date of such termination, cancellation, or nonrenewal, any and all merchantable products, including, but not limited to, any motor fuels, petroleum products, and automotive products, at the full price originally paid or at the then current wholesale price, whichever price shall be lower, and any and all equipment, including any equipment which has been affixed or appended, after April 19, 1977, with the permission of the distributor, to a retail service station leased from the distributor, at the current fair market value, which have been purchased by the retail dealer from the distributor and which have been tendered, to the extent that such tender may be practical, by the retail dealer or his legal representative to the distributor. If the distributor does not make or cause to be made a good faith offer to repurchase the retail dealer's products and equipment within the 30-day period provided for in this subsection, the retail dealer or his legal representative may sell the products and equipment for as reasonable a price as may be obtained, may apply the balance owed by the distributor against any existing indebtedness owed by the retail dealer to the distributor, and shall have a cause of action against the distributor for the difference. In the event that the distributor repurchases the retail dealer's products and equipment the distributor shall have the right to first apply the value of the products and equipment being repurchased against any existing indebtedness owed directly to the distributor by the retail dealer. The distributor's obligation to repurchase shall be enforceable only to the extent that there are no other valid claims or liens against such products or equipment by or on behalf of other creditors of the retail dealer.

(c) Equipment purchased or otherwise acquired by the retail dealer and affixed or appended, after April 19, 1977, with the permission of the lessor, to a retail service station leased by the retail dealer shall remain the property of the retail dealer, notwithstanding the fact that it is permanently affixed or the existence of any contrary provisions in a marketing agreement, other agreement, or law. Upon the termination of, cancellation of, or failure to renew a lease or other agreement or the termination of, cancellation of, or failure to renew a marketing agreement, the retail dealer or his legal representative shall have a reasonable time in which to remove such equipment. In removing such equipment, the retail dealer or his legal representative shall leave the retail service station premises in substantially the same condition as they were at the time the equipment was affixed or appended.

(d) If the distributor terminates, cancels, or fails to renew a marketing agreement for any of the grounds specified in § 36-303.03(c)(2), (3), (11), or (14) and § 36-303.03(d)(2), (3), or (4) or for any cause or circumstance allowed under § 36-303.03(c)(16) which involves the retail dealer's failure to comply with the marketing agreement or which was not beyond the reasonable control of the distributor to prevent, the distributor shall pay to the retail dealer, within 30 days of the effective date of the termination, cancellation, or failure to renew, the full value of any business goodwill enjoyed by the dealer on the effective date of the notice furnished pursuant to § 36-303.03(b).

(Apr. 19, 1977, D.C. Law 1-123, § 4-204, 24 DCR 2371.)

### *HISTORICAL AND STATUTORY NOTES*

#### *Prior Codifications*

1981 Ed., § 10-224.

1973 Ed., § 10-224.

#### *Legislative History of Laws*

For legislative history of D.C. Law 1-123, see Historical and Statutory Notes following § 36-301.01.

## **§ 36-303.05. SALE, ASSIGNMENT, OR OTHER TRANSFER OF A MARKETING AGREEMENT.**

(a) No distributor shall unreasonably withhold his approval of any sale, assignment, or other transfer, including any transfer of the retail dealer's right, privilege, or authority to occupy a retail service station pursuant to a marketing agreement, of a marketing agreement or any interest therein to another person by a retail dealer.

(b) No retail dealer shall sell, assign, or otherwise transfer a marketing agreement or any interest therein unless he furnishes prior written notice to the distributor of his intention to make such sale, assignment, or

other transfer. Such notice shall be sent to the distributor by registered or certified mail and shall include the prospective transferee's name and address, a statement of the prospective transferee's financial qualifications, a statement of the prospective transferee's business experience during the previous 5 years, and a statement of the prospective transferee's ability, character, and credit history.

(c) The distributor shall either approve or disapprove such sale, assignment, or other transfer in writing within 60 days after receipt of the notice specified in subsection (b) of this section. A distributor's failure to notify the retail dealer of his approval or disapproval shall be construed as an approval of the proposed sale, assignment, or other transfer.

(d) In order for a sale, assignment, or other transfer of a marketing agreement to be valid, the prospective transferee shall agree in writing to comply with all valid requirements, conditions, and provisions of the existing marketing agreement which may be applicable.

(e)(1) A prospective transferee shall have the right to terminate or repudiate any sale, assignment, or other transfer of a marketing agreement or any interest therein for any reason, without the imposition of any damages or penalties for such action and without any recourse by the transferor or distributor for such action, within 7 days, not including Saturdays, Sundays, or holidays, after the day on which the sale, assignment, or other transfer is consummated. In order to exercise his right under this subsection, the transferee shall:

(A) Mail written notice, by registered or certified mail, to the transferor and the distributor of his intention to exercise his right under this subsection within the period specified in this subsection;

(B) Discontinue use of any trademark presently being used by such transferee pursuant to the marketing agreement;

(C) Deliver or tender, so far as is practical, to the transferor or distributor, as appropriate, all money, equipment, and merchantable products which have been loaned, sold or delivered to the transferee by either the transferor or the distributor and which the transferee has not already sold, within 10 days after mailing the notice specified in this subsection; and

(D) Deliver or tender to the transferor full possession of any retail service station transferred to the transferee within 10 days after mailing the notice specified in this subsection.

(2) The transferee shall receive full credit, or the cash equivalent, for all money, equipment, and merchantable products delivered or tendered to the transferor or distributor, as appropriate, pursuant to subparagraph (C) of paragraph (1) of this subsection. Nothing contained within this subsection shall be construed as granting a similar right to terminate or repudiate to either the transferor or the distributor.

(f)(1) Upon the death or retirement of a retail dealer, the distributor shall grant a 1-year trial marketing agreement in the name of a successor who has been designated by the retail dealer and approved by the distributor. The designated successors shall be limited to a retail dealer's spouse, adult children, adult stepchildren, and the approval of the designated successor by the distributor shall not be unreasonably withheld.

(2) In order for the requirement in paragraph (1) of this subsection to be effective, the retail dealer shall have provided written notice to the distributor designating the successor dealer. The distributor shall approve or disapprove the designated successor, in writing, within 60 days after receipt of the written designation notice. A distributor's failure to notify a retail dealer of the approval or disapproval of any designated successor shall be construed as an approval of the designated successor.

(3) A 1-year trial marketing agreement shall contain the same terms and conditions as were contained in the marketing agreement in effect prior to the retail dealer's death or retirement. Pursuant to the provisions of this subchapter, a successor dealer, with the approval of the distributor, may sell, assign, or otherwise transfer the trial marketing agreement granted under paragraph (1) of this subsection.

(Apr. 19, 1977, D.C. Law 1-123, § 4-205, 24 DCR 2371; Feb. 9, 1984, D.C. Law 5-45, § 2, 30 DCR 5635.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Prior Codifications*

1981 Ed., § 10-225.

1973 Ed., § 10-225.

##### *Legislative History of Laws*

For legislative history of D.C. Law 1-123, see Historical and Statutory Notes following § 36-301.01.

Law 5-45, the "Successor in Interest to a Gasoline Products Marketing Agreement Act of 1983," was introduced in Council and assigned Bill No. 5-12, which was referred to the Committee on Transportation and Environmental Affairs. The Bill was adopted on first and second readings on September 20, 1983 and October 4, 1983, respectively. Signed by the Mayor on October 21, 1983, it was assigned Act No. 5-71 and transmitted to both Houses of Congress for its review.



## **§ 36-303.06. CIVIL ACTIONS.**

(a)(1) In addition to any and all other remedies available to the retail dealer under this subchapter, the marketing agreement, any other statute or act, or law or equity, a retail dealer may maintain a civil action against a distributor for:

- (A) Failure to make such disclosures as are required by § 36-303.02;
- (B) Failure to repurchase as required by § 36-303.04(b);
- (C) Failure to pay the full value of any business goodwill as required by § 36-303.04(d);
- (D) Wrongful or illegal cancellation of, termination of, or failure to renew a marketing agreement with the retail dealer under § 36-303.03;
- (E) Unreasonably withholding approval of a proposed sale, assignment, or other transfer of the marketing agreement.

(2) The court may award actual damages, including ascertainable loss of goodwill as provided for in § 36-303.04(d), sustained by the retail dealer as a result of the distributor's violation of this subchapter and may also grant such other legal or equitable relief as may be appropriate, including, but not limited to, declaratory judgment, specific performance, and injunctive relief.

(3) The court may, unless the action was frivolous, direct that costs of the action, including reasonable attorney and expert witness fees, be paid by the distributor. If the court finds that the distributor's wrongful or illegal termination of, cancellation of, or failure to renew the marketing agreement was wilful or intentional, the court may also award the retail dealer ascertainable loss of goodwill and punitive damages.

(b) No prospective transferee shall have a cause of action against a distributor as a result of the distributor's disapproval of a proposed sale, assignment, or other transfer of a marketing agreement.

(c) A civil action brought by a retail dealer against a distributor pursuant to this section shall be commenced within 2 years after such cause of action arose.

(Apr. 19, 1977, D.C. Law 1-123, § 4-206, 24 DCR 2371.)

### *HISTORICAL AND STATUTORY NOTES*

#### *Prior Codifications*

1981 Ed., § 10-226.

1973 Ed., § 10-226.

#### *Legislative History of Laws*

For legislative history of D.C. Law 1-123, see Historical and Statutory Notes following § 36-301.01.

## **§ 36-303.07. APPLICATION OF SUBCHAPTER.**

(a) This subchapter shall only apply to that portion of a marketing agreement which concerns the operation of a retail service station which is located within the District of Columbia and only to the extent of the business conducted by a retail dealer within the District of Columbia.

(b) This subchapter shall apply to any and all marketing agreements entered into after April 19, 1977. The term "entered into" shall include any renewal, extension, modification, amendment, or novation of a preexisting marketing agreement.

(c) This subchapter shall also apply to any failure to renew a preexisting marketing agreement.

(Apr. 19, 1977, D.C. Law 1-123, § 4-207, 24 DCR 2371.)

### *HISTORICAL AND STATUTORY NOTES*

#### *Prior Codifications*

1981 Ed., § 10-227.

1973 Ed., § 10-227.

#### *Legislative History of Laws*

For legislative history of D.C. Law 1-123, see Historical and Statutory Notes following § 36-301.01.

## **SUBCHAPTER IV. MORATORIUM ON**

# **CONVERSIONS TO LIMITED SERVICE RETAIL SERVICE STATIONS.**

## **§ 36-304.01. PROHIBITION ON CONVERSIONS.**

(a) For the purposes of this section, the term "full service retail service station" means any retail service station location which provides a garage, service bay, work area, or similar enclosed area for repairing, maintaining, servicing, or otherwise working on motor vehicles, or any service islands. Such repair, maintenance, and service work may include, but is not limited to, the installation or replacement of batteries, tires, fan belts, lights, brakes, water pumps, mufflers and other parts and accessories and the performance of motor oil changes, lubrications, wheel alignments, tune-ups, tire repairs, brake adjustments, and general repair and maintenance work and services.

(b) No retail service station which is operated as a full service retail service station on or after April 19, 1977, may be structurally altered, modified, or otherwise converted, irrespective of the type or magnitude of the alteration, modification, or conversion, including, but not limited to, any alteration, modification, or conversion which has the effect of merely obstructing access to an existing garage, service bay, work area, or similar enclosed area by any motor vehicle which was previously accommodated, into a nonfull service facility.

(c) No person who is an operator of any full service retail service station on or after April 19, 1977, including any person who is a subsequent operator of any such retail service station, or who, in any manner, controls the operation of any such retail service station, shall substantially reduce the number, types, quantity, or quality of the repair, maintenance, and other services, including the retail sale of motor fuels, petroleum products, and automotive products, previously offered. Such operators shall maintain the retail service station's existing garages, service bays, work areas, and similar areas in a fully operational condition and reasonably equipped to perform repair, maintenance, and service work on motor vehicles, including the provision of a qualified individual or individuals who is or are capable of performing repair, maintenance, and service work on motor vehicles during a reasonable number of hours per day and of days per week. This subsection shall not be construed as prohibiting any person who operates or controls a full service retail service station from discontinuing the retail sale of motor fuels at such retail service station, provided that less than 20% of such retail service station's gross revenue derived from the retail sale of motor fuels, petroleum products, and automotive products and from the repair, maintenance, and servicing of motor vehicles is derived from the retail sale of motor fuels, and provided further that such discontinuance of the retail sale of motor fuels shall not authorize any other substantial reduction in repair, maintenance, or other services previously offered. This subsection shall not be construed as prohibiting a full service retail service station from selling motor fuels on a self-service basis, provided that such retail service station continues to sell motor fuels on a nonself-service basis.

(d)(1) Based on the recommendation of the Gas Station Advisory Board ("Board") established pursuant to subsection (e) of this section, the Mayor may grant exemptions to the prohibitions contained in subsections (b) and (c) of this section. A petition for exemption shall be filed with the Board by both a distributor and a retail dealer ("petitioners"). The exemption may be granted if the petitioners submit plans and certify that the station will be improved in the following ways:

- (A) By improving or increasing the lighting of the facility (to a reasonable level);
- (B) By improving customer accessibility to the gasoline dispensers; and
- (C) By improving customer conveniences including separate restroom facilities for men and women, a working air hose for automobile and bicycle tires, and water for windshield cleaning equipment.

(2)(A) Before recommending approval for exemption, the Board shall find the following:

- (i) That the operator of the full service retail service station is experiencing extreme financial hardship; and
- (ii) The existence of another full service retail service station within one mile of the station which provides equivalent service facilities.

(B) In addition to the requirements in subparagraph (A) of this paragraph, the Board shall give due weight to the views of the community and the affected Advisory Neighborhood Commission.

(3) The petition for exemption shall include any existing site market studies that justify the conversion.

(4) Petitioners shall certify that they have notified the Advisory Neighborhood Commission ("ANC") in which the station is located and any ANC within one-quarter mile of the station, and has met or offered to meet with any affected ANC prior to submission of the petition for exemption regarding their plans for the station and its impact on the neighborhood. The petitioners shall certify to the Board that should the application be granted, any later changes to the building design or lighting will be submitted to any affected ANC prior to the application for building permits.

(5) The Mayor shall issue a determination on the petition not less than 45 days, nor more than 60 days, after the date the petition is submitted, deemed complete, and notice thereof has been published in the *D.C. Register*. If the Mayor does not issue a determination within the 60 days the petition shall be deemed approved.

(d-1) A distributor shall not attempt to threaten or coerce an operator of a full service retail service station into:

- (1) Converting the station from a full service retail service station to a non-full service retail service station; or
- (2) Submitting a petition for exemption from the requirements of subsections (b) and (c) of this section to the Board.

(e)(1) Within 30 days of March 1, 2000, the Mayor shall appoint a Gas Station Advisory Board to make recommendations on petitions for exemptions. The Board shall consist of 5 members: one representing the retail service station dealers, one representing the oil companies, 2 representing the consumer interest, and one representing the Mayor. Members of the Board appointed under this subsection shall continue to serve until their successors are appointed.

(2) The Board shall establish and publish, for 30 days comment, the rules and procedures which shall govern its conduct.

(3) The Board may establish and publish, for 30 days comment, additional criteria which shall be used in reviewing the petitions for exemptions.

(4) Repealed.

(5) This subsection shall apply as of October 1, 1999.

(f) The Mayor shall study the motor vehicle repair, maintenance, and other services being offered by existing full service retail stations and non-full service retail service stations to residents, commercial establishments, commuters, and other affected persons in the District of Columbia, both in terms of adequacy and in terms of convenience. This study shall include an analysis of the impact of converting existing full service retail service stations to non-full service retail service stations in various areas of the District of Columbia. The Mayor shall study the adequacy of existing retail service stations to serve the needs and convenience of residents, commercial establishments, commuters, and other affected persons with respect to the retail sale of motor fuels, petroleum products, and automotive products in various areas of the District of Columbia. The study shall include an examination of the petroleum products and automotive products being offered by commercial establishments other than retail service stations. The Mayor shall, if necessary, present to the Council a preliminary report within 30 days after September 21, 2000. A final report detailing the findings of the study, including the Mayor's recommendations or proposals with respect to any necessary or desirable legislation or other actions, shall be submitted to the Council no later than June 1, 2001.

(f-1) On January 1, 2009, the Gas Station Advisory Board shall provide to the Council a report on the impact of the Retail Service Station Amendment Act of 2007 [D.C. Law 17-80]. The report shall include statistical data as to the impact on independent dealers as a result of jobbers operating the retail service stations they own on:

- (1) Independent dealers;
- (2) Gasoline prices;
- (3) Opening of new retail service stations; and
- (4) Closing of existing retail service stations.

(g)(1) Any person, including the principal officers or agents of a corporation or association, who falsely certifies a petition for exemption, or willfully or knowingly fails to provide information required by this chapter, or intentionally provides misleading information required by this chapter, upon conviction, shall be subject to a fine of not less than \$2,000, but not more than \$5,000, for each offense.

(2) Any owner or operator of a retail service station who converts or causes the conversion of the retail service station without procuring an exemption pursuant to this section shall be guilty of a civil infraction, subject to a penalty of \$20,000, and the license to operate the retail service station shall be suspended or revoked until such time as operation comes into compliance with this chapter. The Mayor may adjust the fine by rulemaking.

(3) Any owner or operator of a retail service station which, as of April 8, 2005, has been converted into a non-full service facility in violation of this section, shall have 90 days to either restore the facility to full service or obtain an exemption from the from the Gas Station Advisory Board pursuant to subsection

(d) of this section. Any owner or operator who fails to comply with the provisions of this subsection shall be subject to a penalty of not less than \$5,000 per day.

(h) The District of Columbia Office of Energy, unless another agency is designated by the Mayor shall, pursuant to subchapter I of Chapter 5 of Title 2, issue rules to implement the provisions of this section which shall include a requirement that each petition for exemption include an estimated date of completion

for each phase of a full service retail station conversion.

(i) The Office of Energy or successor agency, unless the Mayor shall direct otherwise, shall be the agency charged with the civil enforcement of this section. The adjudication of any civil infraction under this section shall be pursuant to Chapter 18A of Title 2.

(j) The Mayor shall notify the Gas Station Advisory Board of any building or construction permit application filed by or on behalf of an owner or operator of a full service retail service station. The Mayor shall provide a copy of the permit application within 10 days of receipt.

(Apr. 19, 1977, D.C. Law 1-123, § 5-301, 24 DCR 2371; Dec. 29, 1979, D.C. Law 3-44, § 2(c), 26 DCR 2093; Oct. 24, 1981, D.C. Law 4-45, § 2, 28 DCR 4269; Mar. 14, 1985, D.C. Law 5-145, § 2, 31 DCR 5975; Dec. 16, 1987, D.C. Law 7-59, § 2, 34 DCR 7085; Sept. 21, 1988, D.C. Law 7-148, § 2, 35 DCR 5427; Aug. 17, 1991, D.C. Law 9-44, § 2, 38 DCR 4986; Apr. 18, 1996, D.C. Law 11-110, § 22, 43 DCR 530; Apr. 9, 1997, D.C. Law 11-196, § 2, 43 DCR 4564; June 24, 2000, D.C. Law 13-130, § 2, 47 DCR 2688; Apr. 8, 2005, D.C. Law 15-297, § 2(d), 52 DCR 1485; Jan. 29, 2008, D.C. Law 17-80, § 2(b), 54 DCR 11883; July 18, 2005, D.C. Law 18-35, § 2(a), 56 DCR 4282.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Prior Codifications*

1981 Ed., § 10-231.

1973 Ed., § 10-231.

##### *Effect of Amendments*

D.C. Law 13-130 rewrote this section, which previously read:

"(a) For the purposes of this section, the term 'full service retail service station' means any retail service station location which provides a garage, service bay, work area, or similar enclosed area for repairing, maintaining, servicing, or otherwise working on motor vehicles, or any service islands. Such repair, maintenance, and service work may include, but is not limited to, the installation or replacement of batteries, tires, fan belts, lights, brakes, water pumps, mufflers and other parts and accessories and the performance of motor oil changes, lubrications, wheel alignments, tune-ups, tire repairs, brake adjustments, and general repair and maintenance work and services.

"(b) No retail service station which is operated as a full service retail service station on or after April 19, 1977, may be structurally altered, modified, or otherwise converted, irrespective of the type or magnitude of the alteration, modification, or conversion, including, but not limited to, any alteration, modification, or conversion which has the effect of merely obstructing access to an existing garage, service bay, work area, or similar enclosed area by any motor vehicle which was previously accommodated, into a non-full service facility until October 1, 1999.

"(c) No person who is an operator of any full service retail service station on or after April 19, 1977, including any person who is a subsequent operator of any such retail service station, or who, in any manner, controls the operation of any such retail service station, shall substantially reduce the number, types, quantity, or quality of the repair, maintenance, and other services, including the retail sale of motor fuels, petroleum products, and automotive products, previously offered until October 1, 1999. Such operators shall maintain the retail service station's existing garages, service bays, work areas, and similar areas in a fully operational condition and reasonably equipped to perform repair, maintenance, and service work on motor vehicles, including the provision of a qualified individual or individuals who is or are capable of performing repair, maintenance, and service work on motor vehicles during a reasonable number of hours per day and of days per week. This subsection shall not be construed as prohibiting any person who operates or controls a full service retail service station from discontinuing the retail sale of motor fuels at such retail service station, provided that less than 20 per centum of such retail service station's gross revenue derived from the retail sale of motor fuels, petroleum products, and automotive products and from the repair, maintenance, and servicing of motor vehicles is derived from the retail sale of motor fuels, and provided further that such discontinuance of the retail sale of motor fuels shall not authorize any other substantial reduction in repair, maintenance, or other services previously offered. This subsection shall not be construed as prohibiting a full service retail service station from selling motor fuels on a self-service basis, provided that such retail service station continues to sell motor fuels on a non-self-service basis.

"(d)(1) A petition for exemption shall be filed with the Mayor by both a distributor and a retail dealer ('petitioners'). The Mayor may grant an exemption to the prohibitions contained in subsections (b) and (c) of this section if the petitioners agree in writing that the distributor will perform the following:

"(A) Structurally alter, modify, or otherwise convert a retail service station, irrespective of the type or magnitude of the alteration, modification, or conversion, including, but not limited to, any alteration, modification, or conversion that has the effect of merely obstructing access to an existing garage, service bay, work area, or similar enclosed area by any motor vehicle that was previously accommodated, into a non-full service facility; or

"(B) Substantially reduce the number, type, quantity, or quality of repairs, maintenance, and other services

including the retail sale of motor fuels, petroleum products, and automotive products; and

"(C) Certify that a station is experiencing financial hardship; or

"(D) Certify that there is another retail service station within 1 mile of the station that provides equivalent service facilities; and

"(E) Certify that the distributor will improve the station in the following ways:

"(i) Improve or increase the lighting of the facility;

"(ii) Improve customer accessibility to the gasoline dispensers; and

"(iii) Improve customer conveniences including separate mens and womens restroom facilities, a working air hose for automobile and bicycle tires, and water for windshield cleaning equipment.

"(2) The Mayor shall issue a determination on the petition within 45 days after the date the petition is submitted and deemed complete. If the Mayor does not issue a recommendation within the 45 days the petition shall be deemed approved.

"(e)(1) Within 30 days of the effective date of the Paternity Acknowledgment and Gas Station Advisory Board Re-establishment Emergency Act of 1996, the Mayor shall appoint a Gas Station Advisory Board to make recommendations on petitions for exemptions. The Board shall consist of 5 members: One representing the retail service station dealers, 1 representing the oil companies, 2 representing the consumer interest, and 1 representing the Mayor.

"(2) The Board shall establish and publish, for 30 days comment, the rules and procedures which shall govern its conduct.

"(3) The Board may establish and publish, for 30 days comment, additional criteria which shall be used in reviewing the petitions for exemptions.

"(f) The Mayor shall study the motor vehicle repair, maintenance, and other services being offered by existing full service retail stations and non-full service retail service stations to residents, commercial establishments, commuters, and other affected persons in the District of Columbia, both in terms of adequacy and in terms of convenience. This study shall include an analysis of the impact of converting existing full service retail service stations to non-full service retail service stations in various areas of the District of Columbia. The Mayor shall study the adequacy of existing retail service stations to serve the needs and convenience of residents, commercial establishments, commuters, and other affected persons with respect to the retail sale of motor fuels, petroleum products, and automotive products in various areas of the District of Columbia. The study shall include an examination of the petroleum products and automotive products being offered by commercial establishments other than retail service stations. The Mayor shall, if necessary, present to the Council a preliminary report within 30 days after September 21, 1988. A final report detailing the findings of the study, including the Mayor's recommendations or proposals with respect to any necessary or desirable legislation or other actions, shall be submitted to the Council no later than June 1, 1989.

"(g) Any person, including the principal officers or agents of a corporation or association, who falsely certifies a petition for exemption, or willfully or knowingly fails to provide information required by this act, or intentionally provides misleading information required by this act, upon conviction, shall be subject to a fine of not less than \$500, but not more than \$2,000, for each offense.

"(h) The Mayor shall, pursuant to subchapter I of Chapter 15 of Title 1 issue rules to implement the provisions of this act which shall include a requirement that each petition for exemption include an estimated date of completion for each phrase of a full service retail station conversion."

D.C. Law 15-297, in subsec. (b), deleted "until October 1, 2005" following "nonfull service facility"; in subsec. (c), deleted "until October 1, 2005" following "previously offered"; repealed subsec. (e)(4); rewrote subsec. (g); in subsec. (h), substituted "The District of Columbia Office of Energy, unless another agency is designated by the Mayor" for "The Mayor"; and added subsecs. (i) and (j). Prior to amendment, subsecs. (e)(4) and (g) read as follows:

"(4) The Board shall cease to exist on October 1, 1999."

"(g) Any person, including the principal officers or agents of a corporation or association, who falsely certifies a petition for exemption, or willfully or knowingly fails to provide information required by this chapter, or intentionally provides misleading information required by this chapter, upon conviction, shall be subject to a fine of not less than \$500, but not more than \$2,000, for each offense."

D.C. Law 17-80 added subsecs. (d-1) and (f-1).

D.C. Law 18-35 rewrote subsec. (d)(2), which had read as follows:

"(2) In considering a petition for exemption, the Board shall also consider the following:

"(A) The retail dealer's certification that the station is experiencing financial hardship;

"(B) Whether there are comparable services adequately available nearby, including whether there is another retail service station within one mile of the station which provides equivalent service facilities; and

"(C) The recommendations of any affected Advisory Neighborhood Commissions pursuant to §§ 1-309.06-1-

309.14, as well as any other public comments."

#### *Temporary Amendments of Section*

Section 2 of D.C. Law 11-68 amended subsection (b) by striking the phrase "October 1, 1995" and inserting the phrase "October 1, 1999" in its place; amended subsection (c) by striking the phrase "October 1, 1995" and inserting the phrase "October 1, 1999" in its place; and amended paragraph (e)(4) by striking the phrase "October 1, 1995" and inserting the phrase "October 1, 1999" in its place.

Section 3(b) of D.C. Law 11-68 provides that the act shall expire after 225 days of its having taken effect or upon the effective date of the Extension of the Moratorium on Retail Service Station Conversions Amendment Act of 1995, whichever comes first.

Section 202 of D.C. Law 11-206 rewrote (e).

Section 401(b) of D.C. Law 11-206 provides that the act shall expire after 225 days of its having taken effect.

Section 2 of D.C. Law 13-72 amended this Act to establish a moratorium on the conversion of full service retail service stations to limited service retail stations until October 1, 2003, and to extend the life of the gas station advisory board.

Section 3(b) of D.C. Law 13-72 provides that the act shall expire after 225 days of its having taken effect.

#### *Emergency Act Amendments*

For temporary amendment of section, see § 2 of the Extension of the Moratorium on Retail Service Station Conversions Emergency Amendment Act of 1995 (D.C. Act 11-101, July 21, 1995, 42 DCR 4007).

For temporary amendment of section, see § 2 of the Extension of the Moratorium on Retail Service Station Conversions Emergency Act of 1996 (D.C. Act 11-280, June 28, 1996, 43 DCR 3667), § 2 of the Extension of the Moratorium on Retail Service Station Conversions Congressional Review Emergency Act of 1996 (D.C. Act 11-419, October 28, 1996, 43 DCR 6088), § 2 of the Extension of the Moratorium on Retail Service Station Conversions Second Congressional Review Emergency Act of 1996 (D.C. Act 11-479, December 30, 1996, 44 DCR 209), and § 2 of the Extension of the Moratorium on Retail Service Station Conversions Congressional Review Emergency Act of 1997 (D.C. Act 12-19, March 3, 1997, 44 DCR 1762).

For temporary requirement for the Mayor to issue rules to implement the provisions of this act, see § 3 of the Extension of the Moratorium on Retail Service Station Conversions Emergency Act of 1996 (D.C. Act 11-280, June 28, 1996, 43 DCR 3667), § 3(a) of the Extension of the Moratorium on Retail Service Station Conversions Congressional Review Emergency Act of 1996 (D.C. Act 11-419, October 28, 1996, 43 DCR 6088), § 3 of the Extension of the Moratorium on Retail Service Station Conversions Second Congressional Review Emergency Act of 1996 (D.C. Act 11-479, December 30, 1996, 44 DCR 209), and see § 3 of the Extension of the Moratorium on Retail Service Station Conversions Congressional Review Emergency Act of 1997 (D.C. Act 12-19, March 3, 1997, 44 DCR 1762).

For temporary designation of title as the Gas Station Advisory Board Re-establishment Emergency Act of 1996, see § 201 of the Paternity Acknowledgment and Gas Station Advisory Board Re-establishment Emergency Act of 1996 (D.C. Act 11-356, August 8, 1996, 43 DCR 4561).

For temporary amendment of section, see § 202 of the Paternity Acknowledgment and Gas Station Advisory Board Re-establishment Emergency Act of 1996 (D.C. Act 11-356, August 8, 1996, 43 DCR 4561).

For temporary (90-day) amendment of section, see § 2 of the Retail Service Station Emergency Amendment Act of 1999 (D.C. Act 13-141, September 29, 1999, 46 DCR 7972).

For temporary (90-day) amendment of section, see § 2 of the Retail Service Station Congressional Review Emergency Amendment Act of 1999 (D.C. Act 13-223, January 11, 2000, 47 DCR 472).

#### *Legislative History of Laws*

For legislative history of D.C. Law 1-123, see Historical and Statutory Notes following § 36-301.01.

For legislative history of D.C. Law 3-44, see Historical and Statutory Notes following § 36-302.01.

Law 4-45, the "Extension of the Moratorium on Retail Service Station Conversions Act of 1981," was introduced in Council and assigned Bill No. 4-217, which was referred to the Committee on Transportation and Environmental Affairs. The Bill was adopted on first and second readings on June 30, 1981 and July 14, 1981, respectively. Signed by the Mayor on August 6, 1981, it was assigned Act No. 4-80 and transmitted to both Houses of Congress for its review.

Law 5-145, the "Extension of the Moratorium on Retail Service Station Conversions Act of 1984," was introduced in Council and assigned Bill No. 5-438, which was referred to the Committee on Transportation and Environmental Affairs. The Bill was adopted on first and second readings on October 9, 1984 and October 23, 1984, respectively. Signed by the Mayor on November 8, 1984, it was assigned Act No. 5-203 and transmitted to both Houses of Congress for its review.

Law 7-59, the "Extension of the Moratorium on Retail Service Station Conversions Amendment Temporary Act of 1987," was introduced in Council and assigned Bill No. 7-309. The Bill was adopted on first and second readings on September 29, 1987 and October 13, 1987, respectively. Signed by the Mayor on

October 26, 1987, it was assigned Act No. 7-92 and transmitted to both Houses of Congress for its review.

Law 7-148, the "Extension of the Moratorium on Retail Service Station Conversions Amendment Act of 1988," was introduced in Council and assigned Bill No. 7-316, which was referred to the Committee on Consumer and Regulatory Affairs and reassigned to the Committee on Human Services. The Bill was adopted on first and second readings on June 14, 1988 and June 28, 1988, respectively. Signed by the Mayor on June 30, 1988, it was assigned Act No. 7-200 and transmitted to both Houses of Congress for its review.

Law 9-44, the "Extension of the Moratorium on Retail Service Station Conversions Amendment Act of 1991," was introduced in Council and assigned Bill No. 9-127, which was referred to the Committee on Human Services. The Bill was adopted on first and second readings on June 4, 1991, and July 2, 1991, respectively. Signed by the Mayor on July 24, 1991, it was assigned Act No. 9-81 and transmitted to both Houses of Congress for its review.

Law 11-68, the "Extension of the Moratorium on Retail Service Station Conversions Temporary Amendment Act of 1995," was introduced in Council and assigned Bill No. 11-378. The Bill was adopted on first and second readings on July 11, 1995, and July 29, 1995, respectively. Signed by the Mayor on August 9, 1995, it was assigned Act No. 11-131 and transmitted to both Houses of Congress for its review. D.C. Law 11-68 became effective on October 26, 1995.

Law 11-110, the "Technical Amendment Act of 1996," was introduced in Council and assigned Bill No. 11-485, which was referred to the Committee of the Whole. The Bill was adopted on first and second readings on December 5, 1995, and January 4, 1996, respectively. Signed by the Mayor on January 26, 1996, it was assigned Act No. 11-199 and transmitted to both Houses of Congress for its review. D.C. Law 11-110 became effective on April 18, 1996.

Law 11-196, the "Extension of Moratorium on Retail Service Station Conversions and the Gas Station Advisory Board Amendment Act of 1996," was introduced in Council and assigned Bill No. 11-109, which was referred to the Committee on Human Services. The Bill was adopted on first and second readings on June 4, 1996, and July 3, 1996, respectively. Signed by the Mayor on July 26, 1996, it was assigned Act No. 11-358 and transmitted to both Houses of Congress for its review. D.C. Law 11-196 became effective on April 9, 1997.

Law 11-206, the "Paternity Acknowledgment and Gas Station Advisory Board Reestablishment Temporary Act of 1996," was introduced in Council and assigned Bill No. 11-748. The Bill was adopted on first and second readings on July 3, 1996, and July 17, 1996, respectively. Signed by the Mayor on August 5, 1996, it was assigned Act No. 11-378 and transmitted to both Houses of Congress for its review. D.C. Law 11-206 became effective on April 9, 1997.

Law 13-130, the "Retail Service Station Amendment Act of 2000," was introduced in Council and assigned Bill No. 13-409, which was referred to the Committee on Human Services. The Bill was adopted on first and second readings on February 1, 2000, and March 7, 2000, respectively. Signed by the Mayor on March 22, 2000, it was assigned Act No. 13-300 and transmitted to both Houses of Congress for its review. D.C. Law 13-130 became effective on June 24, 2000.

For Law 15-297, see notes following § 36-301.01.

For Law 17-80, see notes following § 36-302.02.

Law 18-35, the "Retail Service Station Amendment Act of 2009", was introduced in Council and assigned Bill No. 18-88, which was referred to the Committee of the Whole. The Bill was adopted on first and second readings on April 21, 2009, and May 5, 2009, respectively. Signed by the Mayor on May 21, 2009, it was assigned Act No. 18-86 and transmitted to both Houses of Congress for its review. D.C. Law 18-35 became effective on July 18, 2009.

#### *Delegation of Authority*

Delegation of authority under D.C. Law 7-148 "Extension of the Moratorium on Retail Service Station Conversions Amendment Act of 1988", see Mayor's Order 89-20, January 23, 1989.

#### *Miscellaneous Notes*

Exemption from Moratorium on Conversions of Full Service Retail Service Stations: Amoco Oil Co. Station located at 2917 Martin Luther King Jr. Avenue, S.E., Washington, D.C: See Mayor's Order 90-61, March 21, 1990.

Exemption from Moratorium on Conversions of Full Service Retail Service Stations: Amoco Oil Company (Ronnie's Amoco) Station Located at 2830 Sherman Avenue, N.W., Washington, D.C: See Mayor's Order 92-14, February 10, 1992.

Exemption from Moratorium on Conversions of Full Service Retail Service Stations: Exxon Company, U.S.A. Station Located at 5215 North Capitol Street, N.E., Washington, D.C: See Mayor's Order 92-113, September 21, 1992.

Exemption from Moratorium on Conversions of Full Service Retail Service Stations: Exxon Company, U.S.A. Station Located at 1 Florida Avenue, N.E., Washington, D.C: See Mayor's Order 92-129, October 20, 1992.

Exemption from Moratorium on Conversions of Full Service Retail Service Stations: Amoco Oil Company Station Located at 2350 South Dakota Avenue, N.E., Washington, D.C: See Mayor's Order 93-52, April 30, 1993.

Exemption from Moratorium on Conversions of Full Service Retail Service Stations: Exxon Company, U.S.A. Station Located at 3201 Pennsylvania Avenue, S.E: See Mayor's Order 94-159, July 12, 1994 (41 DCR 4965).

Exemption from Moratorium on Conversions of Full Service Retail Service Stations: Exxon Stations located at 3535 Connecticut Ave., N.W., and Connecticut Ave., N.W: See Mayor's Order 98-91, June 9, 1998 (45 DCR 4562).

Exemption from Moratorium on Conversions of Full Service Retail Service Stations: Mobile Station located at 2200 P St., N.W: See Mayor's Order 98-119, July 24, 1998 (45 DCR 6381).

Exemption from Moratorium on Conversions of Full Service Retail Service Stations: Exxon Station Located at 5515 South Dakota Avenue, N.E., see Mayor's Order 2000-71, May 2, 2000 (47 DCR 4752).

Fleet Management Policy, see Mayor's Order 2000-75, May 11, 2000 (47 DCR 4758).

## **SUBCHAPTER IV-A. FRANCHISEE PURCHASE RIGHTS.[EXPIRED]**

### **§ 36-304.11. DEFINITIONS.[EXPIRED]**

(Apr. 19, 1977, D.C. Law 1-123, § 5A-301, as added July 18, 2005, D.C. Law 18-35, § 2(b), 56 DCR 4282.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Legislative History of Laws*

Law 18-35, the "Retail Service Station Amendment Act of 2009", was introduced in Council and assigned Bill No. 18-88, which was referred to the Committee of the Whole. The Bill was adopted on first and second readings on April 21, 2009, and May 5, 2009, respectively. Signed by the Mayor on May 21, 2009, it was assigned Act No. 18-86 and transmitted to both Houses of Congress for its review. D.C. Law 18-35 became effective on July 18, 2009.

##### *Editor's Notes*

This subchapter expired on January 1, 2011, pursuant to section 3 of D.C. Law 18-35.

##### *Miscellaneous Notes*

Section 3 of D.C. Law 18-35 provides:

"Section 2(b) [enacting this subchapter] shall expire on January 1, 2011."

### **§ 36-304.12. FRANCHISEE'S RIGHT OF FIRST REFUSAL.[EXPIRED]**

(Apr. 19, 1977, D.C. Law 1-123, § 5A-302, as added July 18, 2005, D.C. Law 18-35, § 2(b), 56 DCR 4282.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Legislative History of Laws*

For Law 18-35, see notes following § 36-304.11.

##### *Editor's Notes*

This subchapter expired on January 1, 2011, pursuant to section 3 of D.C. Law 18-35.

### **§ 36-304.13. DUTY OF GOOD FAITH IN NEGOTIATING LEASE TERMS.[EXPIRED]**

(Apr. 19, 1977, D.C. Law 1-123, § 5A-303, as added July 18, 2005, D.C. Law 18-35, § 2(b), 56 DCR 4282.)

#### *HISTORICAL AND STATUTORY NOTES*

##### *Legislative History of Laws*

For Law 18-35, see notes following § 36-304.11.

##### *Editor's Notes*



This subchapter expired on January 1, 2011, pursuant to section 3 of D.C. Law 18-35.

#### **§ 36-304.14. REMEDY FOR VIOLATION OF SUBCHAPTER.[EXPIRED]**

(Apr. 19, 1977, D.C. Law 1-123, § 5A-304, as added July 18, 2005, D.C. Law 18-35, § 2(b), 56 DCR 4282.)

##### *HISTORICAL AND STATUTORY NOTES*

###### *Legislative History of Laws*

For Law 18-35, see notes following § 36-304.11.

###### *Editor's Notes*

This subchapter expired on January 1, 2011, pursuant to section 3 of D.C. Law 18-35.

#### **§ 36-304.15. APPLICABILITY.[EXPIRED]**

(Apr. 19, 1977, D.C. Law 1-123, § 5A-305, as added July 18, 2005, D.C. Law 18-35, § 2(b), 56 DCR 4282.)

##### *HISTORICAL AND STATUTORY NOTES*

###### *Legislative History of Laws*

For Law 18-35, see notes following § 36-304.11.

###### *Editor's Notes*

This subchapter expired on January 1, 2011, pursuant to section 3 of D.C. Law 18-35.

### **SUBCHAPTER V. GENERAL PROVISIONS.**

#### **§ 36-305.01. STATEMENT OF PUBLIC POLICY.**

This chapter shall constitute a statement of the public policy of the District of Columbia. The provisions of this chapter shall be liberally construed in order to effectively carry out the purposes of this chapter in the interests of the public health, safety, and welfare.

(Apr. 19, 1977, D.C. Law 1-123, § 6-401, 24 DCR 2371.)

##### *HISTORICAL AND STATUTORY NOTES*

###### *Prior Codifications*

1981 Ed., § 10-241.

1973 Ed., § 10-241.

###### *Legislative History of Laws*

For legislative history of D.C. Law 1-123, see Historical and Statutory Notes following § 36-301.01.

#### **§ 36-305.02. SEVERABILITY.**

If any provision or part thereof of this chapter or the application thereof to any person or circumstance is declared unconstitutional or invalid, such invalidity, unconstitutionality, or inapplicability shall not affect any other provisions or applications of this chapter which can be given effect without the invalid provision or application, and to this end, all provisions of this chapter are hereby declared to be severable.

(Apr. 19, 1977, D.C. Law 1-123, § 6-402, 24 DCR 2371.)

##### *HISTORICAL AND STATUTORY NOTES*

###### *Prior Codifications*

1981 Ed., § 10-242.

1973 Ed., § 10-242.

###### *Legislative History of Laws*

For legislative history of D.C. Law 1-123, see Historical and Statutory Notes following § 36-301.01.