

Amendment Offered by Ms. Waters

**To The Amendment in the Nature of a
Substitute**

Offered by Mr. Jones and Mr. Maloney

Page 7, strike line 1 and all that follows through page 8, line 2 (and redesignate the subsequent subparagraph accordingly).

Page 16, line 5, strike “‘A rental-purchase agreement” and insert “‘(a) IN GENERAL.—A rental-purchase agreement”.

Page 16, after line 19, insert the following new subsection:

1 “(b) CONTINUED APPLICABILITY OF EXISTING
2 LAW.—

3 “(1) IN GENERAL.—Except as provided in para-
4 graph (2), the risk of any loss, damage, or destruc-
5 tion of the property that is the subject of a rental-
6 purchase agreement shall remain with the merchant
7 throughout the period such agreement is in effect
8 and any rental-purchase agreement, or any waiver or



1 other form of agreement between the merchant and
2 the consumer, that purports to shift the burden of
3 any such risk, and the cost of insuring against any
4 such risk, to the consumer shall be null and void.

5 “(2) EXCEPTION FOR LOSS, DAMAGE, OR DE-
6 STRUCTION FOR WHICH THE CONSUMER IS DI-
7 RECTLY RESPONSIBLE.—Paragraph (1) shall not
8 apply with respect to any loss, damage, or destruc-
9 tion that was deliberately caused by the consumer or
10 that occurred due to the negligence of the consumer.

