

The only other changes are in style.

See, also, revisor's note to §15-207 of this subtitle.

15-209. WRONGFUL TERMINATION OF DEALER'S FRANCHISE PROHIBITED.

(A) IN GENERAL.

A MANUFACTURER, DISTRIBUTOR, OR FACTORY BRANCH MAY NOT TERMINATE, CANCEL, OR FAIL TO RENEW THE FRANCHISE OF A DEALER, NOTWITHSTANDING ANY TERM OR PROVISION OF THE FRANCHISE, UNLESS:

(1) THE DEALER HAS FAILED TO COMPLY SUBSTANTIALLY WITH THE REASONABLE REQUIREMENTS OF THE FRANCHISE; AND

(2) EXCEPT AS OTHERWISE PROVIDED BY SUBSECTION (B) OF THIS SECTION, THE MANUFACTURER, DISTRIBUTOR, OR FACTORY BRANCH:

(I) GIVES THE DEALER AT LEAST 90 DAYS' PRIOR WRITTEN NOTICE OF THE TERMINATION, CANCELLATION, OR NONRENEWAL AND OF THE SPECIFIC GROUNDS FOR THE ACTION; AND

(II) PROVIDES THE ADMINISTRATION WITH A COPY OF THAT NOTICE.

(B) EXCEPTIONS.

THE 90-DAY NOTICE PERIOD REQUIRED BY SUBSECTION (A) OF THIS SECTION:

(1) MAY BE REDUCED TO NOT LESS THAN 15 DAYS, IF THE GROUND FOR THE TERMINATION, CANCELLATION, OR NONRENEWAL IS THE DEALER'S INABILITY TO REASONABLY SERVE THE INTERESTS OF THE PUBLIC; AND

(2) IS NOT REQUIRED, IF THE DEALER WAIVES IT IN WRITING.

(C) HEARING.

(1) IF A DEALER RECEIVES WRITTEN NOTICE THAT HIS FRANCHISE IS BEING TERMINATED, CANCELED, OR NOT RENEWED, THE DEALER MAY, WITHIN THE NOTICE PERIOD REQUIRED BY THIS SECTION, REQUEST A HEARING UNDER TITLE 12, SUBTITLE 2 OF THIS ARTICLE TO DETERMINE WHETHER THE DEALER HAS FAILED TO COMPLY SUBSTANTIALLY WITH THE REASONABLE REQUIREMENTS OF THE FRANCHISE.

(2) IF THE DEALER REQUESTS A HEARING UNDER THIS SUBSECTION, THE DEALER'S FRANCHISE CONTINUES IN EFFECT, NOTWITHSTANDING ANY TERM OF PROVISION OF THE FRANCHISE OR ANY OTHER PROVISION OF THIS SUBTITLE, UNTIL