

~~[(1)]~~ (2) (I) "Coerce" means to ~~compel or attempt to compel by threat of harm, breach of contract, or other adverse consequences; and.~~

~~(2) (II) "Coerce" does not mean INCLUDE to argue, urge, recommend, or persuade; INTIMIDATE, PRESSURE, OR THREATEN OR TO ATTEMPT TO INTIMIDATE, PRESSURE, OR THREATEN.~~

(3) "REQUIRE" MEANS TO IMPOSE ~~OR ATTEMPT TO IMPOSE~~ UPON A DEALER A PROVISION NOT REQUIRED BY LAW OR PREVIOUSLY AGREED TO BY A DEALER IN A FRANCHISE AGREEMENT, EXCLUDING BUSINESS DECISIONS BY A MANUFACTURER, DISTRIBUTOR, OR FACTORY BRANCH WHICH ARE UNIFORMLY APPLIED TO ALL MARYLAND DEALERS IN NEW VEHICLES OF THE MANUFACTURER, DISTRIBUTOR, OR FACTORY BRANCH.

(b) A manufacturer, distributor, or factory branch, whether directly or through an agent, employee, or representative, may not coerce any dealer to make any agreement with the manufacturer, distributor, or factory branch.

(c) A manufacturer, distributor, or factory branch, whether directly or through an agent, employee, or representative, may not coerce ~~OR REQUIRE~~ any dealer to order or accept delivery of any vehicle, any equipment, parts, or accessories for a vehicle, or any other commodity that is not required by law or by the dealer's franchise or that was not ordered voluntarily by the dealer.

(d) A manufacturer, distributor, or factory branch, whether directly or through an agent, employee, or representative, may not require or coerce a dealer, by franchise agreement or otherwise, or as a condition to the renewal or continuation of a franchise agreement, to:

(1) Eliminate from the use of the dealer's facilities a dealership for which the dealer has a franchise agreement to utilize the facilities as of March 1, 1996; or

(2) Materially change the dealer's facilities or method of conducting business if the change would impose substantial financial hardship on the business of the dealer ~~AT THE LOCATION DESCRIBED IN THE FRANCHISE AGREEMENT.~~

(e) (1) A manufacturer, distributor, or factory branch, whether directly or through an agent, employee, or representative, may not require or coerce a dealer to adhere to performance standards that are not applied uniformly to other similarly situated dealers.

(2) A performance standard or program for measuring dealership performance that may have a material effect on a dealer and the application of the standard or program by a manufacturer, distributor, or factory branch shall be fair, reasonable, equitable, and based on accurate information.

(3) (i) If the performance standard is based on a survey, it must be shown that:

1. The survey was designed with experts;
2. The proper universe was examined;