

TITLE 8 - COMMERCIAL INSTRUMENTS AND TRANSACTIONS

CHAPTER 97 - RETAIL INSTALLMENT SALES OF GOODS AND SERVICES

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GENERAL PROVISIONS

NRS 97.015 Definitions. As used in this chapter, unless the context otherwise requires, the words and terms defined in [NRS 97.017](#) to [97.145](#), inclusive, have the meanings ascribed to them in those sections.

(Added to NRS by 1965, 657; A [1993, 2756](#); [1995, 1801](#), [2600](#); [1997, 550](#); [2009, 1274](#))

NRS 97.017 “Amount financed” defined. “Amount financed” means the cash sale price of the goods or services which are the subject matter of a retail installment contract less the amount of the buyer’s down payment in money or goods or both, plus the amounts, if any, included therein, if a separate identified charge is made therefor and stated in the contract, for insurance and official fees.

(Added to NRS by [1995, 1800](#))

NRS 97.025 “Cash sale price” defined. “Cash sale price” means the price for which the seller would have sold or furnished to the buyer, and the buyer would have bought or obtained from the seller, the goods or services which are the subject matter of a retail installment transaction, if the sale had been a sale for cash. The cash sale price may include any taxes, registration and license fees, and charges for transferring vehicle titles, delivery, installation, servicing, repairs, alterations or improvements.

(Added to NRS by 1965, 657)

NRS 97.026 “Credit” defined. “Credit” means the right granted by a seller to a buyer to defer payment of debt or to incur debt and defer its payment.

(Added to NRS by [2009, 1274](#))

NRS 97.031 “Finance charge” defined. “Finance charge” means the cost of credit indicated in a dollar amount. The term includes any charge payable directly or indirectly by the buyer and imposed directly or indirectly by the seller as an incident to or a condition of the extension of credit. The term does not include any charge of a type payable in a comparable cash transaction.

(Added to NRS by [1995, 1801](#))

NRS 97.035 “Goods” defined. “Goods” means:

1. All tangible personal property, whether movable at the time of purchase or a fixture, which is used or bought for use primarily for personal, family or household purposes; and
2. Merchandise certificates or coupons, issued by a retail seller, to be used in their face amount in lieu of cash in exchange for goods or services sold by such a seller.

(Added to NRS by 1965, 658)

NRS 97.055 “Official fees” defined. “Official fees” means fees prescribed by law for perfecting, transferring or releasing a security interest created by a retail installment transaction.

(Added to NRS by 1965, 658)

NRS 97.075 “Rate” defined. “Rate” means the percentage which, when multiplied times the unpaid balance for each month or other installment period, yields the amount of the finance charge for that month or period.
(Added to NRS by 1965, 658; A [1993, 2756](#); [1995, 1801](#))

NRS 97.085 “Retail buyer” and “buyer” defined. “Retail buyer” or “buyer” means a person who buys or hires goods from, or gives or agrees to give a security interest in goods to, or agrees to have services rendered or furnished from, a retail seller.
(Added to NRS by 1965, 658; A 1967, 1201; [1995, 2600](#); [1997, 651](#))

NRS 97.095 “Retail charge agreement” defined. “Retail charge agreement” means an agreement entered into or performed in this state prescribing the terms of retail installment transactions in which the buyer may pay, in installments, to a retail seller, the unpaid balance due in a retail installment transaction, whether or not a security interest in the goods sold is retained by the seller, and under the terms of which a finance charge is to be computed in relation to the buyer’s unpaid balance from time to time.
(Added to NRS by 1965, 658; A 1967, 1201; [1993, 2756](#); [1995, 1801, 2600](#); [1997, 550](#))

NRS 97.105 “Retail installment contract” and “contract” defined.

1. “Retail installment contract” or “contract” means a contract, other than a retail charge agreement or an instrument reflecting a sale made pursuant thereto, entered into or performed in this state for a retail installment transaction.

2. The term includes a security agreement and a bailment contract or lease if the bailee or lessee contracts to pay as compensation for their use a sum substantially equivalent to or in excess of the value of the goods and if it is agreed that the bailee or lessee is bound to become or, without giving further substantial value, has the option of becoming the owner of the goods upon full compliance with the provisions of the bailment or lease.

3. The term does not include a bailment or lease of a vehicle where the lessee becomes or may become the owner of the vehicle by payment to the lessor of an amount which is substantially equal to the residual value or the unamortized capitalized cost, if the payment is not nominal.

(Added to NRS by 1965, 658; A 1979, 1264)

NRS 97.115 “Retail installment transaction” defined. “Retail installment transaction” means a transaction in which a retail buyer purchases goods or services from a retail seller pursuant to a retail installment contract or a retail charge agreement which may provide for a finance charge and under which the buyer agrees to pay the total of payments in one or more installments.

(Added to NRS by 1965, 658; A [1993, 2756](#); [1995, 1801](#); [2009, 1274](#))

NRS 97.125 “Retail seller” and “seller” defined.

1. “Retail seller” or “seller” means:

(a) A person engaged in the business of selling or leasing goods or services to retail buyers or a licensee, franchisee, assignee or corporate affiliate or subsidiary of such a person;

(b) A person, other than a financial institution, who enters into agreements prescribing the terms for the extension of credit pursuant to which the person may, with the buyer’s consent, purchase or acquire one or more obligations of the buyer to a retail seller if the purchase, lease, loan or other obligation to be paid in accordance with the agreement is evidenced by a sales slip or memorandum; or

(c) A person, other than a financial institution, who regularly extends, whether in connection with sales or leases of goods or services, credit which is payable by agreement in more than four installments or for which the payment of a finance charge may be required.

2. As used in this section, “financial institution” means:

(a) A bank, credit union, savings institution or trust company organized under, or supervised pursuant to, the laws of the United States or of any state, or any affiliate or subsidiary thereof; or

(b) A person licensed pursuant to [chapter 675](#) of NRS.

(Added to NRS by 1965, 658; A 1967, 1201; [1995, 1802, 2601](#); [1997, 550](#); [2009, 1274](#))

NRS 97.135 “Services” defined. “Services” means work, labor or services of any kind when purchased primarily for personal, family or household use and not for commercial or business use whether or not furnished in connection with the delivery, installation, servicing, repair or improvement of goods, and includes repairs, alterations or improvements upon or in connection with real property, but does not include services for which the price charged is required by law to be determined or approved by or to be filed, subject to approval or disapproval,

with the United States or any state, or any department, division, agency, officer or official of either as in the case of transportation services.

(Added to NRS by 1965, 659)

NRS 97.145 “Total of payments” defined. “Total of payments” means the amount financed plus the finance charge.

(Added to NRS by 1965, 659; A [1993, 2756](#); [1995, 1802](#))

RETAIL INSTALLMENT CONTRACTS

NRS 97.165 Contract contained in single document; date, signatures and size of type; fee for cancellation.

1. Every retail installment contract must be contained in a single document which must contain the entire agreement of the parties, including any promissory notes or other evidences of indebtedness between the parties relating to the transaction, except as otherwise provided in [NRS 97.205](#) and [97.235](#), but:

(a) If the buyer’s obligation to pay the total of payments is represented by a promissory note secured by a chattel mortgage or other security agreement, the promissory note may be a separate instrument if the mortgage or security agreement recites the amount and terms of payment of that note and the promissory note recites that it is secured by a mortgage or security agreement.

(b) In a transaction involving the repair, alteration or improvement upon or in connection with real property, the contract may be secured by a mortgage or deed of trust on the real property contained in a separate document. Retail sales transactions for home improvements which are financed or insured by the Federal Housing Administration are not subject to the provisions of this chapter.

2. The contract must be dated, signed by the retail buyer and completed as to all essential provisions, except as otherwise provided in [NRS 97.205](#), [97.215](#) and [97.235](#). The printed or typed portion of the contract, other than instructions for completion, must be in a size equal to at least 8-point type.

3. Any fee charged to the retail buyer for his or her cancellation of a retail installment contract within 72 hours after its execution is prohibited unless notice of the fee is clearly set forth in the printed or typed portion of the contract.

(Added to NRS by 1965, 659; A 1987, 369; [1995, 1802](#))

NRS 97.175 Seller to provide certain creditor disclosures to buyer.

1. Before any credit is extended, the retail seller shall provide to the retail buyer any disclosures required to be made by a creditor pursuant to 15 U.S.C. § 1638.

2. Until the seller provides the required disclosures pursuant to subsection 1, the buyer is obligated to pay only the cash sales price.

3. Any acknowledgment by the buyer of delivery of a copy of the contract must be in a size equal to at least 10-point bold type and, if contained in the contract, must appear directly above the buyer’s signature.

(Added to NRS by 1965, 659; A [2009, 1274](#))

NRS 97.185 Contents of contract.

1. A retail installment contract must contain the names of the seller and the buyer, the place of business of the seller, the residence or other address of the buyer as specified by the buyer and a description or identification of the goods sold or to be sold, or services furnished or rendered or to be furnished or rendered. The contract also must contain the following items, which must be set forth substantially in the sequence appearing below:

(a) The cash sale price of each item of goods or services.

(b) The amount of the buyer’s down payment, identifying the amounts paid in money and allowed for goods traded in.

(c) The difference between paragraphs (a) and (b).

(d) The aggregate amount, if any, included for insurance, specifying the type or types of insurance and the terms of coverage.

(e) The aggregate amount of official fees.

(f) The amount financed, which is the sum of paragraphs (c), (d) and (e).

(g) The amount of the finance charge.

(h) The amount of the total of payments owed by the buyer to the seller, which is the sum of paragraphs (f) and (g).

(i) The number of installments required to pay the total of payments, the amount of each installment, and the date for payment of the installments. If the final payment substantially exceeds the other scheduled installments, it must be set forth separately.

2. Additional items may be included in the contract to explain the calculations involved in determining the amount to be paid by the buyer.

(Added to NRS by 1965, 659; A [1993, 2756](#); [1995, 1802](#))

NRS 97.195 Amount of finance charge and any other fee, expense or charge. The amount of the finance charge in any retail installment contract and of any other fee, expense or charge may be any amount agreed upon by the parties.

(Added to NRS by 1965, 660; A 1981, 1592; 1984, 5; [1993, 2757](#); [1995, 1803](#))

NRS 97.205 Contracts negotiated and entered into by mail or telephone based on seller's catalog or printed solicitation; preparation and delivery of memorandum.

1. Retail installment contracts negotiated and entered into by mail or telephone without solicitation in the personal presence of the buyer and based upon a catalog of the seller, or other printed solicitation of business may be made as provided in this section. Such contracts when completed by the buyer need not contain the items required by [NRS 97.185](#).

2. If such catalog or other printed solicitation clearly sets forth the cash sale prices and other terms of sales to be made through such medium, when the contract is received from the retail buyer, the seller shall prepare a written memorandum containing all of the information required by [NRS 97.185](#) to be included in a retail installment contract. The seller shall deliver to the buyer a copy of such memorandum prior to the due date of the first installment payable under the contract.

3. If the catalog or other printed solicitation does not set forth all of the other terms of sales in addition to the cash sale prices, such memorandum shall be delivered to the buyer prior to or at the time of delivery of the goods or services.

(Added to NRS by 1965, 660)

NRS 97.215 Blank spaces in contracts. The seller shall not obtain the signature of the buyer to any contract when it contains blank spaces of items which are essential provisions of the transaction except as provided in [NRS 97.205](#) and [97.235](#), and except that if delivery of the goods is not made at the time of the execution of the contract, the identifying numbers or marks of the goods or similar information and the due date of the first installment may be inserted by the seller in the seller's counterpart of the contract after it has been signed by the buyer.

(Added to NRS by 1965, 660)

NRS 97.225 Prepayment of unpaid total of payments; refund.

1. Notwithstanding the provisions of any retail installment contract to the contrary, if the rights of the buyer have not been terminated or forfeited under the terms of the contract, the buyer may prepay in full the unpaid total of payments thereof at any time before its final due date and, if the buyer does so, and if the contract is not in default under any term or condition of the contract more than 2 months, the buyer is entitled to a refund of the unearned portion of the finance charge for the prepayment. The amount of the refund must be computed by applying the agreed rate of the finance charge to the unpaid total of payments. Any greater amount of the finance charge which may have been precomputed and included in the balance due must be refunded.

2. This section does not preclude the imposition of any penalty for prepayment to which the parties may agree when the contract is executed.

(Added to NRS by 1965, 661; A 1983, 975; 1985, 1259; [1993, 2757](#); [1995, 1803](#))

CONSOLIDATING PURCHASES; RETAIL CHARGE AGREEMENTS

NRS 97.235 Consolidated contracts; memoranda.

1. If retail installment purchases are made by a buyer from a seller, the subsequent retail installment purchases may, by agreement of the parties, be consolidated with a prior retail installment contract. The finance charge for the consolidated contract must not, however, exceed the aggregate of the finance charge for:

- (a) The original contract and any extension thereof by virtue of the consolidation; and
- (b) The subsequent installment purchase or purchases.

2. In the event of such a consolidation, in lieu of the buyer's executing a retail installment contract respecting each subsequent purchase, it is sufficient if the seller prepares a written memorandum of each subsequent purchase, in which case the provisions of [NRS 97.165](#), [97.175](#) and [97.185](#) do not apply. Unless previously furnished in writing to the buyer by the seller, by sales slip, memorandum or otherwise, the memorandum must set forth with respect to each subsequent purchase the items set forth in paragraphs (a) to (f), inclusive, of subsection 1 of [NRS 97.185](#), and in addition:

- (a) The unpaid balance of the previous contract or contracts;
- (b) The consolidated unpaid balance;
- (c) The amount of the finance charge;
- (d) The consolidated total of payments; and
- (e) The revised installments applicable to the consolidated total of payments, if any, in accordance with [NRS 97.185](#).

↳ The seller shall deliver to the buyer a copy of the memorandum before the due date of the first installment of the consolidated contract.

3. When a subsequent purchase is made, the entire amount of all payments made previous thereto must be applied toward the payment of the previous time sale price or time sale prices. Each payment thereafter received must be allocated to all of the various time sale prices in the same ratio as the original cash sale prices of the various purchases bear to one another. However, the amount of any initial or down payment on the subsequent purchase must be allocated in its entirety to that purchase.

4. A retail installment contract may be contained in more than one document, if one such document is an original document signed by the retail buyer, stated to be applicable to purchases of goods or services to be made by the retail buyer from time to time. In that case the document, together with the sales slip, account book or other written statement relating to each purchase must set forth all of the information required by [NRS 97.185](#) and constitutes the retail installment contract for each purchase. On each succeeding purchase pursuant to the original document, the sales slip, account book or other written statement may at the option of the seller constitute the memorandum required by this section.

(Added to NRS by 1965, 661; A [1993, 2757](#); [1995, 1803](#))

NRS 97.245 Retail charge agreements: Finance charge; contents of monthly statements; notice of change in terms.

1. The amount of the finance charge in any retail charge agreement may be any amount, and the agreement may provide for the imposition of any fee, expense or charge, agreed upon by the parties.

2. At or before the time a retail charge agreement is made the seller shall advise the buyer in writing, on the application form or otherwise, or orally, that the finance charge will be computed on the outstanding balance for each month, which need not be a calendar month, or other regular period agreed upon, the schedule or rate by which the finance charge will be computed, and that the buyer may at any time pay the total unpaid balance. If the information is given orally, the seller shall, upon approval of the buyer's credit, deliver or mail to the buyer and the buyer's address a memorandum setting forth the information.

3. The seller or holder of a retail charge agreement shall promptly supply the buyer with a statement as of the end of each monthly period, which need not be a calendar month, or other regular period agreed upon, in which there is any unpaid balance thereunder. The statement must set forth the following:

- (a) The unpaid balance under the retail charge agreement at the beginning and end of the period;
- (b) Unless otherwise furnished by the seller to the buyer by sales slip, memorandum or otherwise, a description or identification of the goods or services purchased during the period, the cash sale price and the date of each purchase;
- (c) The payments made by the buyer to the seller and any other credits to the buyer during the period; and
- (d) The amount, if any, of any finance charge, fee, expense or charge for the period.

4. If a change is to be made in the terms of a retail charge agreement previously disclosed to the buyer, the seller shall mail or deliver to the buyer a written disclosure of the proposed change not less than 15 days before the effective date of the change. No notice is required if the change involves:

- (a) Charges for late payment, documentary evidence or exceeding an agreed limit;
- (b) A reduction of any component of a finance or other charge;
- (c) Suspension of future credit or termination of an account or plan; or
- (d) The result of an agreement involving a court proceeding or of the consumer's default or delinquency, unless an increase is made in the periodic rate or other finance charge.

(Added to NRS by 1965, 662; A 1981, 1593; 1984, 5; [1993, 2758](#); [1995, 1804](#))

NRS 97.253 Rights of retail seller; action to determine liability for unauthorized negotiable instrument used to make payment.

1. A retail seller shall be deemed to be a payee with respect to any payment made on an account of a buyer by a check or other negotiable instrument.
2. Upon the posting of a payment to an account of a buyer, a retail seller has changed his or her position in reliance thereon if the payment was made by a check or other negotiable instrument.
3. A payment made on an account of a buyer by a check or other negotiable instrument is received by the retail seller in good faith if the retail seller did not have actual knowledge that the check or other negotiable instrument was forged, altered or unauthorized when it was posted to the account.
4. An action or proceeding brought to determine liability for an allegedly forged, altered or unauthorized check or other negotiable instrument used to make payment on an account of a buyer must be determined pursuant to the provisions of [chapter 104](#) of NRS.
(Added to NRS by [1995, 1801](#))

PROVISIONS COMMON TO RETAIL INSTALLMENT CONTRACTS AND RETAIL CHARGE AGREEMENTS

NRS 97.265 Insurance. If the cost of any insurance is included in the retail installment contract or retail charge agreement:

1. The contract or agreement must state the nature, purpose, term and amount of the insurance, and in connection with the sale of a motor vehicle, the contract must state that the insurance coverage ordered under the terms of the contract does not include “bodily injury liability,” “public liability,” and “property damage liability” coverage, where such coverage is in fact not included.
2. The contract or agreement must state whether the insurance is to be procured by the buyer or the seller.
3. The amount included for such insurance must not exceed the premiums chargeable in accordance with the rate fixed for such insurance by the insurer, except where the amount is less than \$1.
4. If the insurance is to be procured by the seller or holder, the seller or holder shall, within 45 days after delivery of the goods or furnishing of the services under the contract, deliver, mail or cause to be mailed to the buyer, at the buyer’s address as specified in the contract, a notice thereof or a copy of the policy or policies of insurance or a certificate or certificates of the insurance so procured.
5. If any goods included in the down payment are insured, and the insurance policy or rights thereunder are assigned to the seller, the amount realized on the assignment must be refunded to the buyer or credited on the next payment due under the contract or agreement.
6. If the contract or agreement requires the buyer to procure and furnish insurance acceptable to the seller and the buyer fails so to provide or such insurance as procured by the buyer is cancelled or expires, the seller may procure the insurance in such form as the seller may deem necessary, and the cost thereof together with a finance charge may be added to the unpaid total of payments.
(Added to NRS by 1965, 663; A [1993, 2759](#); [1995, 1805](#))

NRS 97.275 Invalidity of provisions of contract or agreement; waiver of provisions of chapter ineffective.

1. No provision of a retail installment contract or retail charge agreement shall be valid by which the buyer agrees not to assert against the seller or against an assignee a claim or defense arising out of the sale.
2. No act or agreement of the retail buyer before or at the time of the making of a retail installment contract, retail charge agreement or purchases thereunder shall constitute a valid waiver of any of the provisions of this chapter or of any remedies granted to the buyer by law.
(Added to NRS by 1965, 663)

NRS 97.285 Provisions of chapter governing retail installment transactions exclusive. Except as otherwise provided by specific statute, the provisions of this chapter governing retail installment transactions are exclusive, and the provisions of any other statute do not apply to retail installment transactions governed by this chapter. If there is a conflict between the provisions of this chapter and any other statute, the provisions of this chapter control.

(Added to NRS by 1965, 663; A 1981, 1593; [1993, 2760](#); [1995, 1806](#); [2001, 490](#))

CONTRACTS FOR SALE OF VEHICLES

NRS 97.297 “Vehicle” defined. For the purposes of [NRS 97.299](#) and [97.301](#), “vehicle” has the meaning ascribed to it in [NRS 482.135](#).

(Added to NRS by 1987, 1479)

NRS 97.299 Forms for contracts and applications for credit: Adoption of regulations prescribing forms; contents; acceptance; translation into Spanish; amendment of forms.

1. The Commissioner of Financial Institutions shall prescribe, by regulation, forms for the application for credit and contracts to be used in the sale of vehicles if:

- (a) The sale involves the taking of a security interest to secure all or a part of the purchase price of the vehicle;
- (b) The application for credit is made to or through the seller of the vehicle;
- (c) The seller is a dealer; and
- (d) The sale is not a commercial transaction.

2. The forms prescribed pursuant to subsection 1 must meet the requirements of [NRS 97.165](#), must be accepted and acted upon by any lender to whom the application for credit is made and, in addition to the information required in [NRS 97.185](#) and required to be disclosed in such a transaction by federal law, must:

(a) Identify and itemize the items embodied in the cash sale price, including the amount charged for a contract to service the vehicle after it is purchased.

(b) In specifying the amount of the buyer’s down payment, identify the amounts paid in money and allowed for property given in trade and the amount of any manufacturer’s rebate applied to the down payment.

(c) Contain a description of any property given in trade as part of the down payment.

(d) Contain a description of the method for calculating the unearned portion of the finance charge upon prepayment in full of the unpaid total of payments as prescribed in [NRS 97.225](#).

(e) Contain a provision that default on the part of the buyer is only enforceable to the extent that:

(1) The buyer fails to make a payment as required by the agreement; or

(2) The prospect of payment, performance or realization of collateral is significantly impaired. The burden of establishing the prospect of significant impairment is on the seller.

(f) Include the following notice in at least 10-point bold type:

NOTICE TO BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you pay the amount due before the scheduled date of maturity of the indebtedness and you are not in default in the terms of the contract for more than 2 months, you are entitled to a refund of the unearned portion of the finance charge. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

3. The Commissioner shall arrange for or otherwise cause the translation into Spanish of the forms prescribed pursuant to subsection 1.

4. If a change in state or federal law requires the Commissioner to amend the forms prescribed pursuant to subsection 1, the Commissioner need not comply with the provisions of [chapter 233B](#) of NRS when making those amendments.

5. As used in this section:

(a) “Commercial transaction” means any sale of a vehicle to a buyer who purchases the vehicle solely or primarily for commercial use or resale.

(b) “Dealer” has the meaning ascribed to it in [NRS 482.020](#).

(Added to NRS by 1987, 1479; A 1989, 458; [1993, 2760](#); [1995, 1806](#); [2003, 1906](#); [2009, 1275](#); [2011, 1029](#))

NRS 97.301 Forms for contracts and application for credit: When use is mandatory. When a vehicle is sold in this state under the circumstances described in subsection 1 of [NRS 97.299](#), the seller and any lender to whom the application for credit is made shall use the forms prescribed pursuant to that section.

(Added to NRS by 1987, 1479; A 1989, 459)

NRS 97.304 Enforceability of default on part of buyer. Notwithstanding the provisions of any contract to the contrary, default on the part of the buyer is only enforceable to the extent that:

1. The buyer fails to make a payment as required by the agreement; or
2. The prospect of payment, performance or realization of collateral is significantly impaired. The burden of establishing the prospect of significant impairment is on the seller.

(Added to NRS by [2011, 1029](#))

REMEDIES, ENFORCEMENT AND PENALTIES

NRS 97.305 Violation bar to recovery. A seller who enters into a contract or retail charge agreement which does not comply with the provisions of this chapter or who violates any provision of this chapter, and a lender who violates [NRS 97.301](#), except as a result of an accidental or bona fide error is barred from the recovery of any finance charge, official fees, or any charge for delinquency or collection under or in connection with the related retail installment contract or purchase under a retail charge agreement; but the seller or lender may nevertheless recover from the buyer an amount equal to the cash price of the goods or services and the cost to the seller or lender of any insurance included in the transaction.

(Added to NRS by 1965, 661; A 1987, 1480; [1993, 2761](#); [1995, 1807](#))

NRS 97.315 Injunction to prevent violation. The Attorney General or the district attorney may bring an action in the name of the state against any person to restrain and prevent any violation of this chapter.

(Added to NRS by 1965, 664)

NRS 97.325 Assurance of discontinuance. In the enforcement of this chapter, the Attorney General may accept an assurance of discontinuance of any act or practice deemed in violation of this chapter, from any person engaging in, or who has engaged in, such act or practice. Any such assurance shall be in writing and be filed with and subject to the approval of the district court of the county in which the alleged violator resides or has his or her principal place of business. No such assurance may be accepted after the commencement of any action by a district attorney under [NRS 97.315](#) without the consent of the district attorney.

(Added to NRS by 1965, 664)

NRS 97.335 Civil penalties. Any person who violates any order or injunction issued pursuant to this chapter shall forfeit and pay a civil penalty of not more than \$1,000. For the purposes of this section the district court issuing any injunction shall retain jurisdiction, the cause shall be continued, and in such cases the Attorney General acting in the name of the state may petition for the recovery of civil penalties.

(Added to NRS by 1965, 664)