

LEGISLATURE OF NEBRASKA  
ONE HUNDRED NINTH LEGISLATURE  
SECOND SESSION

**LEGISLATIVE BILL 1003**

Introduced by Meyer, G., 17.

Read first time January 13, 2026

Committee: Banking, Commerce and Insurance

- 1 A BILL FOR AN ACT relating to consumer protection; to amend section
- 2 87-302, Revised Statutes Supplement, 2025; to adopt the Renewable
- 3 Energy Consumer Protection Act; to provide a deceptive trade
- 4 practice; to provide an operative date; and to repeal the original
- 5 section.
- 6 Be it enacted by the people of the State of Nebraska,

1           **Section 1.** Sections 1 to 16 of this act shall be known and may be  
2 cited as the Renewable Energy Consumer Protection Act.

3           **Sec. 2.** The Legislature finds and declares that:

4           (1) Renewable energy systems for residential and small business  
5 applications are complex and can be confusing to consumers;

6           (2) Electric utility rates can change over time and can affect the  
7 payoff period of the initial investment for a renewable energy system;

8           (3) Renewable energy systems for residential and small business  
9 applications are major purchases which warrant consumer protection and  
10 oversight;

11           (4) Standardized disclosures, contracting, sales materials,  
12 warranties, and enforcement requirements will better ensure that Nebraska  
13 consumers have the best information available before purchasing or  
14 investing in renewable energy systems; and

15           (5) Consumers in Nebraska should be given clear and accurate  
16 information regarding the nature of a contract to lease or purchase a  
17 renewable energy system as well as information about rebates, warranties,  
18 and incentive programs.

19           **Sec. 3.** For purposes of the Renewable Energy Consumer Protection  
20 Act:

21           (1)(a) Agreement means an agreement between a renewable energy sales  
22 company and a retail electric consumer in the form of:

23           (i) A contract for the purchase of a renewable energy system or  
24 battery energy storage system; or

25           (ii) A lease for a third-party-owned renewable energy system or  
26 battery energy storage system.

27           (b) Agreement includes a cash or financed purchase of a renewable  
28 energy system or battery energy storage system;

29           (2) Battery energy storage system means a system or facility  
30 intended for residential or small business applications which:

31           (a) Stores electricity for use at later time;

1           (b) Uses solar energy or wind energy to recharge;

2           (c) Is located on the real property of a customer of an electric  
3 utility;

4           (d) Is connected on the customer's side of the electricity meter;  
5 and

6           (e) Provides electricity to offset customer load on the customer's  
7 real property;

8           (3) Contact information means a physical address, phone number, and  
9 email address. A post office box shall not be considered a physical  
10 address;

11           (4) Financing agreement means an agreement involving credit offered  
12 or extended to a consumer to acquire a renewable energy system or battery  
13 energy storage system;

14           (5) Installation company means:

15           (a) An entity, other than the consumer, that installs a renewable  
16 energy system or battery energy storage system on behalf of a consumer;  
17 or

18           (b) A third party from whom a consumer leases such a system;

19           (6) Lease means a contract in the form of a bailment or lease for  
20 the use of a renewable energy system or battery energy storage system by  
21 a consumer for a period exceeding four months and for a total contractual  
22 obligation not exceeding the applicable threshold amount, pursuant to  
23 applicable federal regulations, whether or not the lessee has the option  
24 to purchase or otherwise become the owner of the system upon the  
25 expiration of the lease;

26           (7) Renewable energy sales company means an entity that engages:

27           (a) In a transaction with a consumer to sell, negotiate, or execute  
28 a contract for the sale of a renewable energy system or battery energy  
29 storage system; or

30           (b) With a consumer to lease a renewable energy system or battery  
31 energy storage system that is owned by a third party from whom the

1 consumer will lease such system;

2 (8) Renewable energy system means a system or facility intended for  
3 residential or small business applications which uses solar or wind  
4 energy to generate electricity; and

5 (9) Salesperson means an employee or independent contractor of a  
6 renewable energy sales company who solicits, sells, negotiates, or  
7 executes agreements for renewable energy systems or battery energy  
8 storage systems.

9 **Sec. 4.** (1) At least thirty days before entering into an agreement  
10 with a consumer for a renewable energy system or battery energy storage  
11 system, a renewable energy sales company shall provide to the consumer a  
12 written disclosure form that is five pages or less in length and contains  
13 the following information, in a font no smaller than twelve points:

14 (a) The name of the renewable energy sales company and contact  
15 information for the president or chief executive officer of the company;

16 (b) The name of the installation company and contact information for  
17 the president or chief executive officer of the company;

18 (c) The name of the system maintenance provider and contact  
19 information for the president or chief executive officer of the provider;

20 (d) The payment schedule for up-front costs, including payments due  
21 at the signing date of the agreement and the commencement and completion  
22 dates of the installation;

23 (e) System design assumptions, including system size, estimated  
24 first-year production, estimated annual system production degradation,  
25 presence of energy storage, energy storage capacity, and a description of  
26 the equipment needed to provide backup power;

27 (f) An explanation of the maintenance, operation, and monitoring  
28 requirements of the renewable energy system or battery energy storage  
29 system, including an explanation of equipment and labor warranties and  
30 maintenance and repair costs for which the consumer shall be responsible;

31 (g) Warranties for the repair of all components and parts of the

1 renewable energy system or battery energy storage system and warranties  
2 covering damages to all components and parts of such system, including a  
3 statement that solar panels installed on rooftops may only be authorized  
4 for removal by the renewable energy system sales company, that any  
5 unauthorized removal of a solar panel from a rooftop may void the  
6 warranty, and that any replacement or reinstallation of a solar panel on  
7 a rooftop shall require reinspection by a certified state or municipal  
8 electrical inspector;

9 (h) Costs and liability for the installation and removal of the  
10 renewable energy system or battery energy storage system;

11 (i) A description of performance or production guarantees;

12 (j) Any potential environmental hazards which may affect the quality  
13 of the air, water, land, crops, human beings, livestock, or wildlife on  
14 the land associated with the renewable energy system or battery energy  
15 storage system and within a range of one mile from the perimeter of the  
16 system;

17 (k) A description of the basis for any cost-savings estimates that  
18 were provided to the consumer. Such description shall include the  
19 applicable utility rates and energy delivery costs, any expected utility  
20 bill savings based upon the consumer's prior twelve months of utility  
21 bills, and the estimated system production at the time of contract  
22 signing;

23 (l) The potential availability of renewable energy credits,  
24 including an explanation of what renewable energy credits are and how to  
25 find out more about them;

26 (m) The operational capabilities of the renewable energy system or  
27 battery energy storage system during an electrical outage;

28 (n) A statement indicating that the renewable energy sales company  
29 is not affiliated with a utility; and

30 (o) An explanation of any real property access rights required by  
31 the renewable energy sales company or the local utility.

1       (2) At least thirty days before entering into an agreement with a  
2 consumer for a renewable energy system or battery energy storage system,  
3 a renewable energy sales company shall provide a consumer with the  
4 following written statements on separate forms in a font no smaller than  
5 twelve points:

6       (a) Estimates of cost savings are based upon calculations from the  
7 previous twelve months of utility bills, or, if twelve months of utility  
8 bills are not available, a reasonable estimate of cost savings. The  
9 assumptions, such as the rates a utility charges for electricity, that  
10 are used to estimate the cost savings may change. There may be utility  
11 fees that cannot be offset with a renewable energy system or battery  
12 energy storage system, and, under certain circumstances, compensation for  
13 excess electricity sent back to the grid may be credited to your bill by  
14 the utility at rates below what you pay for electricity; and

15       (b) The interconnection procedures for a renewable energy system or  
16 battery energy storage system are subject to the policies of the local  
17 utility. For information on the specific interconnection policies and  
18 procedures for a renewable energy system or battery energy storage  
19 system, the consumer should contact the local utility.

20       (3) In the case of a lease for a renewable energy system or battery  
21 energy storage system in which the renewable energy sales company is the  
22 lessor, at least thirty days before entering into an agreement with a  
23 consumer, the company shall provide the consumer with the written  
24 disclosure form pursuant to subsection (1) of this section with the  
25 following additional information on five additional pages or less in a  
26 font no smaller than twelve points:

27       (a) The length of the lease;

28       (b) The amount of each monthly payment for the first year of the  
29 lease;

30       (c) The estimated total amount of lease payments over the length of  
31 the lease;

1        (d) The rate of any payment increases and the date of the first  
2 increase, if applicable;

3        (e) The total number of lease payments;

4        (f) Payment due dates and the manner in which the consumer shall  
5 receive invoices;

6        (g) A disclosure notifying the consumer whether the lessor will be  
7 filing a Uniform Commercial Code fixture filing on the renewable energy  
8 system or battery energy storage system and the impact on any future sale  
9 of the real property;

10       (h) A disclosure describing the transferability of the lease and the  
11 conditions for lease transfers in connection with a consumer selling the  
12 real property; and

13       (i) An explanation of any real property access rights required by  
14 the lessor.

15       (4) In the case of a purchase of a residential renewable energy  
16 system or battery energy storage system, at least thirty days before  
17 entering an agreement with a consumer, a renewable energy sales company  
18 shall provide a consumer with the written disclosure form pursuant to  
19 subsection (1) of this section with the following additional information  
20 on three additional pages or less in a font no smaller than twelve  
21 points:

22       (a) The purchase price;

23       (b) Estimated start and completion dates for installation,  
24 accompanied by the following statement: Start and completion dates are  
25 only an estimate and may be impacted by delays that may be outside the  
26 control of the renewable energy installation company;

27       (c) A disclosure notifying the consumer of the party or parties  
28 responsible for obtaining interconnection approval;

29       (d) The following statement: Laws and regulations about state and  
30 federal tax credits are subject to change. Any statement made in these  
31 disclosures should not be construed as tax advice. The purchaser of a

1 renewable energy system or battery energy storage system is hereby  
2 encouraged to consult a tax expert regarding any reductions or potential  
3 reductions in tax liability associated with purchasing a renewable energy  
4 system or battery energy storage system; and

5 (e) A link to the local utility's webpage which contains information  
6 explaining the utility's interconnection procedures.

7 **Sec. 5.** (1) A contract for the sale or lease of a renewable energy  
8 system or battery energy storage system shall:

9 (a) Include in conspicuous language, key contract terms such as  
10 price and financing terms;

11 (b) Be written in English; and

12 (c) Include a dispute resolution process where the resolution  
13 process includes a third-party arbitrator agreed upon by the customer and  
14 where any relevant arbitration hearings take place in person within the  
15 county where the renewable energy system or battery energy storage system  
16 was installed. Whenever a dispute, including any attempt to reclaim  
17 property or discontinue service, is initiated by the renewable energy  
18 system sales company or an agent of such company, notice of the dispute  
19 shall be sent to the customer or lessee by registered mail no fewer than  
20 sixty days prior to the start date of the resolution process and the  
21 notice shall include an explanation of the disputed contractual  
22 obligations or conditions, the reasons for the dispute, the date that the  
23 resolution process shall begin, any costs to be incurred by the customer,  
24 and an explanation of the customer's rights.

25 (2) An agreement for the sale of a renewable energy system or a  
26 battery energy storage system shall contain the following information:

27 (a) The name of the renewable energy sales company and contact  
28 information for the president or chief executive officer of the company;

29 (b) The name of the installation company and contact information for  
30 the president or chief executive officer of the company; and

31 (c) The name of and contact information for the sales person

1 associated with the renewable energy sales company who sold, solicited,  
2 or negotiated the sale of the renewable energy system or battery energy  
3 storage system.

4 (3) A salesperson who sells, solicits, or negotiates a sales  
5 agreement shall disclose the following information to the consumer at  
6 least sixty days before a purchase agreement may be made:

7 (a) The purchase price of the renewable energy system or battery  
8 energy storage system;

9 (b) The payment schedule, if applicable;

10 (c) A description of the project, including the system size  
11 expressed in kilowatts of direct current electricity and kilowatts of  
12 alternating current electricity and any solar module, inverter, or  
13 battery energy storage system to be installed;

14 (d) The estimated start and completion dates for installation  
15 accompanied by the following statement: The actual start and completion  
16 dates depend upon many factors, such as delays related to permitting and  
17 interconnection approvals. Interconnection approvals are controlled by  
18 the local utility;

19 (e) An explanation of any warranties or guarantees, including the  
20 transferability of any obligations, in compliance with the Magnuson-Moss  
21 Warranty-Federal Trade Commission Improvements Act, 15 U.S.C. 2301 et  
22 seq.;

23 (f) The name and contact information of the local utility; and

24 (g) A statement indicating which party or parties are responsible  
25 for filing the interconnection application as well as applications for  
26 any other related permits.

27 (4) A salesperson who sells, solicits, or negotiates a lease  
28 agreement shall disclose the following information to the consumer at  
29 least sixty days before a lease agreement may be made:

30 (a) The name and contact information of the lessor, the renewable  
31 energy system or battery energy storage system manufacturer, the

1 installation company, and the salesperson who negotiated the lease  
2 agreement;

3 (b) The method or methods of communication to be used by the  
4 salesperson to contact the consumer;

5 (c) The total payments required pursuant to the lease and the  
6 payment schedule, including the number, amount, and due dates or periods  
7 of payments;

8 (d) A description of the project, including the system size  
9 expressed in kilowatts of direct current electricity and kilowatts of  
10 alternating current electricity and any solar module, inverter, or  
11 battery energy storage system to be installed;

12 (e) The estimated start and completion dates for installation  
13 accompanied by the following statement: The actual start and completion  
14 dates depend upon many factors, such as delays related to permitting and  
15 interconnection approvals. Interconnection approvals are controlled by  
16 the local utility;

17 (f) An explanation of any warranties or guarantees, including the  
18 transferability of any obligations in compliance with the Magnuson-Moss  
19 Warranty-Federal Trade Commission Improvements Act, 15 U.S.C. 2301 et  
20 seq.;

21 (g) A description of the maintenance and repair responsibilities of  
22 each party;

23 (h) An explanation of whether the consumer has the right to purchase  
24 the leased renewable energy system or battery energy storage system,  
25 either during the lease term or at the termination of the lease, and, if  
26 applicable, the purchase price;

27 (i) A description of the consumer's options to transfer the lease to  
28 a third party and the conditions for such transfer;

29 (j) Which party or parties are responsible for filing the  
30 interconnection application and permits as well as applications for any  
31 other related permits;

1           (k) A description of any security interest filed against the system,  
2 including Uniform Commercial Code financing statements; and

3           (l) Any real property access rights to be obtained by the lessor.

4           (5) In the case of the sale of a renewable energy system or battery  
5 energy storage system, the sales agreement shall include:

6           (a) A statement indicating that the consumer has five business days  
7 after receiving the initial signed agreement to cancel the agreement  
8 without a financial penalty, with the exception of any nonrefundable  
9 deposits collected before receipt of the signed sales agreement, in an  
10 amount not to exceed one hundred dollars;

11           (b) A statement indicating that the seller has verbally explained to  
12 the consumer the consumer's right to rescind the agreement without  
13 financial penalty upon the consumer signing the agreement and that the  
14 consumer has been verbally provided with the specific date that the sales  
15 agreement may be cancelled without financial penalty, with the exception  
16 of any nonrefundable deposits collected;

17           (c) The following statement in a bold font no smaller than twelve  
18 points adjacent to the signature line: The purchaser may cancel this  
19 transaction at any time prior to midnight in the time zone where the  
20 renewable energy system or battery energy storage system is to be  
21 installed on the fifth business day after the date of this transaction  
22 provided that the cancellation notice is sent to the president, chief  
23 executive officer, or salesperson of the renewable energy sales company  
24 or the president or chief executive officer of the installation company,  
25 and that the proof of the date or time of the cancellation notice may be  
26 verified by way of a receipt showing that the cancellation notice was  
27 sent by way of certified mail, registered mail, or by professional  
28 courier service, or by evidence that the cancellation notice was sent  
29 through email before time expired for the cancellation period;

30           (d) A cancellation form written in the same format as in federal  
31 regulations regarding cooling-off periods for sales made for homes or

1 other locations; and

2 (e) A statement showing that compliance with federal regulations  
3 adopted under the Federal Trade Commission Act of 1914, 15 U.S.C. 41 et  
4 seq., regarding cooling-off periods for sales made at homes or at other  
5 locations constitutes compliance with this subsection (5).

6 **Sec. 6.** If a renewable energy system or battery energy storage  
7 system is financed, the financing documents shall include the following:

8 (1) The length, terms, and cost of the financing agreement in clear  
9 and conspicuous language;

10 (2) A statement that a salesperson may be employed by more than one  
11 renewable energy sales company; and

12 (3) A notification of any security interest filed against the  
13 system, including Uniform Commercial Code financing statements.

14 **Sec. 7.** (1) An independent contractor may be retained by a  
15 renewable energy sales company as a salesperson. Notwithstanding the  
16 salesperson's status as an independent contractor, the renewable energy  
17 sales company that employs the independent contractor as a salesperson is  
18 responsible for ensuring compliance with the Renewable Energy Consumer  
19 Protection Act and for any loss or damages resulting from noncompliance  
20 by the independent contractor when acting on behalf of the renewable  
21 energy sales company.

22 (2) A salesperson may be employed by more than one renewable energy  
23 sales company.

24 (3) Unless otherwise authorized in a state law or local government  
25 ordinance or invited by consumer, a salesperson shall not visit a  
26 residence to conduct the sale of a renewable energy storage system or  
27 battery energy storage system except between the hours of 9 a.m. and 8  
28 p.m. within the time zone of the consumer.

29 (4) A salesperson shall not visit a residence that has posted a no  
30 solicitation sign in a prominent location near the main entrance to the  
31 residence.

1       **Sec. 8.** (1) For purposes of this section, written or digital sales  
2 material means an online sales banner, click-through banner, social media  
3 advertisement, pamphlet, booklet, and any other materials that could  
4 generate a sale or sale lead of a renewable energy system or a battery  
5 energy storage system, whether such material is delivered in person,  
6 through the United States Postal Service, through a private courier  
7 service, through email, or through other online means.

8       (2) Renewable energy sales companies and salespersons for renewable  
9 energy sales companies are prohibited from:

10       (a) Providing written, video, photographic, or digital sales  
11 material for a renewable energy system or battery energy storage system  
12 which includes a name, logo, picture, or other indicia of an electric  
13 utility unless the renewable energy sales company or the salesperson has  
14 received expressed written consent to provide such material from the  
15 relevant utility;

16       (b) Purchasing sales leads from a renewable energy sales company  
17 which fails to comply with the requirements of this section;

18       (c) Representing, verbally or in writing, that the renewable energy  
19 sales company is affiliated with, sponsored by, or approved by a  
20 consumer's local utility without the expressed written consent of the  
21 local utility; and

22       (d) Representing, verbally or in writing, that the renewable energy  
23 sales company is affiliated with, sponsored by, or approved by a state  
24 incentive program without the expressed written consent of the agency in  
25 charge of administrating such incentive program.

26       **Sec. 9.** (1) A renewable energy sales company, a salesperson  
27 representing a renewable energy sales company, and any other person  
28 designated to represent a renewable energy sales company for an agreement  
29 shall retain a copy of each signed agreement and any warranties for a  
30 period of at least ten years after the date of the transaction.

31       (2) A consumer's personal information is confidential.

1           **Sec. 10.** (1) Within three days after entering into an agreement, a  
2 renewable energy sales company, a salesperson, or a designated  
3 representative of the renewable energy sales company shall conduct an in-  
4 person welcome call with the new consumer.

5           (2) The welcome call shall include the following information:

6           (a) Confirmation of the identification of the consumer;

7           (b) The price of the renewable energy system or battery energy  
8 storage system;

9           (c) A description of the project, including the system size  
10 expressed in kilowatts of direct current electricity and kilowatts of  
11 alternating current electricity, any battery energy storage system to be  
12 installed and the capacity of such system expressed in kilowatt-hours,  
13 and a statement that the renewable energy system will not provide backup  
14 power without being paired with a battery energy storage system;

15           (d) In the case of a lease, the duration of the contract;

16           (e) A statement indicating the consumer's right to cancel the  
17 agreement without financial penalty within five days after signing the  
18 contract;

19           (f) A reminder that the consumer should review the disclosure form  
20 and agreement before the end of the fifth day after signing the contract;  
21 and

22           (g) An explanation of the costs of the system being installed and  
23 any other applicable financing terms or details.

24           **Sec. 11.** (1) A renewable energy sales company shall provide the  
25 consumer with a warranty against roof damage and water infiltration  
26 whenever roof penetration is made for the installation of a renewable  
27 energy system or battery energy storage system and such warranty shall be  
28 for a period of at least five years after the completion date of the  
29 installation.

30           (2) A renewable energy sales company shall provide the consumer with  
31 a warranty addressing defects in the workmanship of a renewable energy

1 system or battery energy storage system and such warranty shall be for a  
2 period of at least five years after the completion date of the  
3 installation.

4 (3) If a renewable energy sales company provides the consumer with a  
5 long-term maintenance plan for a renewable energy system or a battery  
6 energy storage system, such plan shall be made available to the consumer  
7 in writing and verbally. If a renewable energy sales company does not  
8 provide such a plan, the renewable energy sales company shall provide the  
9 consumer with a written explanation as to why a long-term maintenance  
10 plan is not being offered or provided.

11 **Sec. 12.** A violation of the Renewable Energy Consumer Protection  
12 Act shall constitute a deceptive trade practice under the Uniform  
13 Deceptive Trade Practices Act and shall be subject to any remedies or  
14 penalties available for a violation of such act.

15 **Sec. 13.** An electric utility that serves more than five thousand  
16 meters that offers financial incentives for renewable energy systems or  
17 battery energy storage systems shall clearly and prominently provide the  
18 following information on the utility's website:

19 (1) Information on the number of financial incentives available for  
20 such systems, including information about the amount of budget that has  
21 already been spent to date and information about when the budget was last  
22 updated;

23 (2) Information about how a customer or contractor can apply for the  
24 financial incentives; and

25 (3) Information about the point in the process in which a customer  
26 may secure financial incentives from a utility program.

27 **Sec. 14.** A renewable energy sales company or agent of such company  
28 shall not sell or lease a renewable energy system or battery energy  
29 storage system in this state without first registering their business  
30 with the Secretary of State. Any such company or agent shall disclose  
31 proof of registration with the Secretary of State to the customer before

1 entering into an agreement. Failure to disclose proof of registration  
2 before entering into an agreement shall render the agreement void.

3 **Sec. 15.** (1) A person shall not install a renewable energy system  
4 or a battery energy storage system in this state unless such person is  
5 licensed as an electrical contractor in Nebraska.

6 (2) A renewable energy system or battery energy storage system shall  
7 not be installed without first acquiring a relevant permit from the  
8 municipality where the system is to be installed or from the State of  
9 Nebraska.

10 **Sec. 16.** The State Electric Board shall adopt and promulgate rules  
11 and regulations for the licensing and bonding of any person who installs  
12 renewable energy systems or battery energy storage systems in this state.

13 **Sec. 17.** Section 87-302, Revised Statutes Supplement, 2025, is  
14 amended to read:

15 87-302 (a) A person engages in a deceptive trade practice when, in  
16 the course of his or her business, vocation, or occupation, he or she:

17 (1) Passes off goods or services as those of another;

18 (2) Causes likelihood of confusion or of misunderstanding as to the  
19 source, sponsorship, approval, or certification of goods or services;

20 (3) Causes likelihood of confusion or of misunderstanding as to  
21 affiliation, connection, or association with, or certification by,  
22 another;

23 (4) Uses deceptive representations or designations of geographic  
24 origin in connection with goods or services;

25 (5) Represents that goods or services have sponsorship, approval,  
26 characteristics, ingredients, uses, benefits, or quantities that they do  
27 not have or that a person has a sponsorship, approval, status,  
28 affiliation, or connection that he or she does not have;

29 (6) Represents that goods or services do not have sponsorship,  
30 approval, characteristics, ingredients, uses, benefits, or quantities  
31 that they have or that a person does not have a sponsorship, approval,

1 status, affiliation, or connection that he or she has;

2 (7) Represents that goods are original or new if they are  
3 deteriorated, altered, reconditioned, reclaimed, used, or secondhand,  
4 except that sellers may repair damage to and make adjustments on or  
5 replace parts of otherwise new goods in an effort to place such goods in  
6 compliance with factory specifications;

7 (8) Represents that goods or services are of a particular standard,  
8 quality, or grade, or that goods are of a particular style or model, if  
9 they are of another;

10 (9) Disparages the goods, services, or business of another by false  
11 or misleading representation of fact;

12 (10) Advertises goods or services with intent not to sell them as  
13 advertised or advertises the price in any manner calculated or tending to  
14 mislead or in any way deceive a person;

15 (11) Advertises goods or services with intent not to supply  
16 reasonably expectable public demand, unless the advertisement discloses a  
17 limitation of quantity;

18 (12) Makes false or misleading statements of fact concerning the  
19 reasons for, existence of, or amounts of price reductions;

20 (13) Uses or promotes the use of or establishes, operates, or  
21 participates in a pyramid promotional scheme in connection with the  
22 solicitation of such scheme to members of the public. This subdivision  
23 shall not be construed to prohibit a plan or operation, or to define a  
24 plan or operation as a pyramid promotional scheme, based on the fact that  
25 participants in the plan or operation give consideration in return for  
26 the right to receive compensation based upon purchases of goods,  
27 services, or intangible property by participants for personal use,  
28 consumption, or resale so long as the plan or operation does not promote  
29 or induce inventory loading and the plan or operation implements an  
30 appropriate inventory repurchase program;

31 (14) With respect to a sale or lease to a natural person of goods or

1 services purchased or leased primarily for personal, family, household,  
2 or agricultural purposes, uses or employs any referral or chain referral  
3 sales technique, plan, arrangement, or agreement;

4 (15) Knowingly makes a false or misleading statement in a privacy  
5 policy, published on the Internet or otherwise distributed or published,  
6 regarding the use of personal information submitted by members of the  
7 public;

8 (16) Uses any scheme or device to defraud by means of:

9 (i) Obtaining money or property by knowingly false or fraudulent  
10 pretenses, representations, or promises; or

11 (ii) Selling, distributing, supplying, furnishing, or procuring any  
12 property for the purpose of furthering such scheme;

13 (17) Offers an unsolicited check, through the mail or by other  
14 means, to promote goods or services if the cashing or depositing of the  
15 check obligates the endorser or payee identified on the check to pay for  
16 goods or services. This subdivision does not apply to an extension of  
17 credit or an offer to lend money;

18 (18) Mails or causes to be sent an unsolicited billing statement,  
19 invoice, or other document that appears to obligate the consumer to make  
20 a payment for services or merchandise he or she did not order;

21 (19)(i) Installs, offers to install, or makes available for  
22 installation or download a covered file-sharing program on a computer not  
23 owned by such person without providing clear and conspicuous notice to  
24 the owner or authorized user of the computer that files on that computer  
25 will be made available to the public and without requiring intentional  
26 and affirmative activation of the file-sharing function of such covered  
27 file-sharing program by the owner or authorized user of the computer; or

28 (ii) Prevents reasonable efforts to block the installation,  
29 execution, or disabling of a covered file-sharing program;

30 (20) Violates any provision of the Nebraska Foreclosure Protection  
31 Act;

1 (21) In connection with the solicitation of funds or other assets  
2 for any charitable purpose, or in connection with any solicitation which  
3 represents that funds or assets will be used for any charitable purpose,  
4 uses or employs any deception, fraud, false pretense, false promise,  
5 misrepresentation, unfair practice, or concealment, suppression, or  
6 omission of any material fact;

7 (22)(i) In the manufacture, production, importation, distribution,  
8 promotion, display for sale, offer for sale, attempt to sell, or sale of  
9 a substance:

10 (A) Makes a deceptive or misleading representation or designation,  
11 or omits material information, about a substance or fails to identify the  
12 contents of the package or the nature of the substance contained inside  
13 the package; or

14 (B) Causes confusion or misunderstanding as to the effects a  
15 substance causes when ingested, injected, inhaled, or otherwise  
16 introduced into the human body.

17 (ii) A person shall be deemed to have committed a violation of the  
18 Uniform Deceptive Trade Practices Act for each individually packaged  
19 product that is either manufactured, produced, imported, distributed,  
20 promoted, displayed for sale, offered for sale, attempted to sell, or  
21 sold in violation of this section. A violation under this subdivision (a)  
22 (22) shall be treated as a separate and distinct violation from any other  
23 offense arising out of acts alleged to have been committed while the  
24 person was in violation of this section;

25 (23)(i) Manufactures, produces, publishes, distributes, monetizes,  
26 promotes, or otherwise makes publicly available any visual depiction of  
27 sexually explicit conduct, any obscene material, or any material that is  
28 harmful to minors in which any person depicted as a participant or  
29 observer:

30 (A) Is under eighteen years of age;

31 (B) Is a trafficking victim;

1 (C) Has not expressly and voluntarily consented to such person's  
2 depiction; or

3 (D) Participated in any act depicted without consent.

4 (ii) This subdivision (a)(23) does not apply to any  
5 telecommunications or broadband Internet access service.

6 (iii) For purposes of this subdivision (a)(23):

7 (A) Harmful to minors has the same meaning as in 47 U.S.C. 254, as  
8 such section existed on January 1, 2024;

9 (B) Obscene material has the same meaning as in section 28-807;

10 (C) Promote means to use any mechanism or publication, or take any  
11 action, that suggests, highlights, advertises, markets, curates,  
12 backlinks, hashtags, or otherwise directs, attempts to direct, or  
13 encourages traffic toward specific materials, including acts carried out  
14 affirmatively, through automation, algorithmically, and via other  
15 technical means both known and unknown at this time;

16 (D) Publish means to communicate or make information available to  
17 another person via an Internet website, regardless of whether the person  
18 consuming, viewing, or receiving the material gives any consideration for  
19 the published material;

20 (E) Trafficking victim has the same meaning as in section 28-830;

21 (F) Visual depiction of sexually explicit conduct has the same  
22 meaning as in section 28-1802; and

23 (G) Without consent has the same meaning as in section 28-318;

24 (24) Offers or enters into a right-to-list home sale agreement as  
25 defined in section 81-885.01; ~~or~~

26 (25) Violates section 81-2,282; or ~~or~~

27 (26) Violates any provision of the Renewable Energy Consumer  
28 Protection Act.

29 (b) In order to prevail in an action under the Uniform Deceptive  
30 Trade Practices Act, a complainant need not prove competition between the  
31 parties.

1           (c) This section does not affect unfair trade practices otherwise  
2 actionable at common law or under other statutes of this state.

3           **Sec. 18.** This act becomes operative on January 1, 2027.

4           **Sec. 19.** Original section 87-302, Revised Statutes Supplement,  
5 2025, is repealed.