

SENATE BILL No. 229

DIGEST OF INTRODUCED BILL

Citations Affected: IC 9-13-2; IC 9-32.

Synopsis: Recreational vehicle dealers. Sets forth requirements for recreational vehicle dealer agreements for the sale of recreational vehicles in Indiana. Prohibits Sunday sales of recreational vehicles. Makes conforming changes.

Effective: July 1, 2024.

Doriot

January 10, 2024, read first time and referred to Committee on Homeland Security and Transportation.



Second Regular Session of the 123rd General Assembly (2024)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2023 Regular Session of the General Assembly.

SENATE BILL No. 229

A BILL FOR AN ACT to amend the Indiana Code concerning motor vehicles.

Be it enacted by the General Assembly of the State of Indiana:

1 SECTION 1. IC 9-13-2-5.2 IS ADDED TO THE INDIANA CODE
2 AS A **NEW** SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
3 1, 2024]: **Sec. 5.2. "Area of sales responsibility", for purposes of**
4 **IC 9-32-11-25 and IC 9-32-19, has the meaning set forth in**
5 **IC 9-32-19-2.**

6 SECTION 2. IC 9-13-2-18.3 IS ADDED TO THE INDIANA CODE
7 AS A **NEW** SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
8 1, 2024]: **Sec. 18.3. "Camping trailer", for purposes of section 150**
9 **of this chapter and IC 9-32-19, has the meaning set forth in**
10 **IC 9-32-19-3.**

11 SECTION 3. IC 9-13-2-28.2 IS ADDED TO THE INDIANA CODE
12 AS A **NEW** SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
13 1, 2024]: **Sec. 28.2. "Coerce", for purposes of IC 9-32-19, has the**
14 **meaning set forth in IC 9-32-19-4.**

15 SECTION 4. IC 9-13-2-43 IS AMENDED TO READ AS
16 FOLLOWS [EFFECTIVE JULY 1, 2024]: Sec. 43. (a) "Designated
17 family member", **except as provided in subsection (b), means the**



- 1 **following:**
 2 (1) A franchisee's spouse, child, grandchild, parent, or sibling
 3 who has been nominated as the franchisee's successor under a
 4 written document filed by the franchisee with the franchisor.
 5 ~~(b)~~ (2) If no such document has been filed, the term means a
 6 franchisee's spouse, child, grandchild, parent, or sibling who:
 7 ~~(1)~~ (A) if the franchisee is deceased, is entitled to inherit the
 8 franchisee's ownership interest in the franchisee's business
 9 under the franchisee's will or under the laws of intestate
 10 succession; or
 11 ~~(2)~~ (B) if the franchisee is incapacitated, is appointed by the
 12 court as the legal representative of the franchisee's property.
 13 ~~(c)~~ (3) If a franchisee is deceased, the term includes the appointed
 14 and qualified personal representative and testamentary trustee of
 15 the deceased franchisee.
 16 (b) **"Designated family member", for purposes of IC 9-32-19,**
 17 **has the meaning set forth in IC 9-32-19-5.**
 18 SECTION 5. IC 9-13-2-52.9 IS ADDED TO THE INDIANA CODE
 19 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
 20 1, 2024]: **Sec. 52.9. "Factory campaign", for purposes of**
 21 **IC 9-32-19, has the meaning set forth in IC 9-32-19-6.**
 22 SECTION 6. IC 9-13-2-62.3 IS ADDED TO THE INDIANA CODE
 23 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
 24 1, 2024]: **Sec. 62.3. "Fifth wheel travel trailer", for purposes of**
 25 **section 150 of this chapter and IC 9-32-19, has the meaning set**
 26 **forth in IC 9-32-19-7.**
 27 SECTION 7. IC 9-13-2-93.5 IS AMENDED TO READ AS
 28 FOLLOWS [EFFECTIVE JULY 1, 2024]: **Sec. 93.5. (a) "Line make",**
 29 **except as provided in subsection (b),** means the name given by a
 30 manufacturer to a line of ~~motor~~ **recreational** vehicles to distinguish it
 31 as produced or sold by the manufacturer and that may be used and
 32 protected as a trademark.
 33 (b) **"Line make", for purposes of IC 9-32-11-25 and IC 9-32-19,**
 34 **has the meaning set forth in IC 9-32-19-8.**
 35 SECTION 8. IC 9-13-2-103.6 IS ADDED TO THE INDIANA
 36 CODE AS A NEW SECTION TO READ AS FOLLOWS
 37 [EFFECTIVE JULY 1, 2024]: **Sec. 103.6. "Model", for purposes of**
 38 **IC 9-32-19, has the meaning set forth in IC 9-32-19-9.**
 39 SECTION 9. IC 9-13-2-104.5 IS ADDED TO THE INDIANA
 40 CODE AS A NEW SECTION TO READ AS FOLLOWS
 41 [EFFECTIVE JULY 1, 2024]: **Sec. 104.5. "Motor home", for**
 42 **purposes of section 150 of this chapter and IC 9-32-19, has the**



1 **meaning set forth in IC 9-32-19-10.**

2 SECTION 10. IC 9-13-2-139.5 IS ADDED TO THE INDIANA
3 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
4 [EFFECTIVE JULY 1, 2024]: **Sec. 139.5. "Proprietary part", for**
5 **purposes of IC 9-32-19, has the meaning set forth in IC 9-32-19-12.**

6 SECTION 11. IC 9-13-2-150, AS AMENDED BY P.L.198-2016,
7 SECTION 159, IS AMENDED TO READ AS FOLLOWS
8 [EFFECTIVE JULY 1, 2024]: **Sec. 150. (a) "Recreational vehicle"**
9 **means a vehicle with or without motive power equipped exclusively for**
10 **living quarters for persons traveling upon the highways. The term:**

11 (1) does not include:

12 (A) a truck camper; or

13 (B) a mobile structure (as defined in IC 22-12-1-17); and

14 (2) does include a vehicle that:

15 (A) is designed and marketed as temporary living quarters for
16 recreational, camping, travel, or seasonal use;

17 (B) is not permanently affixed to real property for use as a
18 permanent dwelling;

19 (C) is built on a single chassis and mounted on wheels;

20 (D) does not exceed four hundred (400) square feet of gross
21 area; and

22 (E) is certified by the manufacturer as complying with the
23 American National Standards Institute A119.5 standard.

24 A vehicle described in this subdivision may commonly be
25 referred to as a "park model RV".

26 **(b) "Recreational vehicle", for purposes of IC 9-32-19, includes**
27 **a motor home, fifth wheel travel trailer, park model trailer, travel**
28 **trailer, camping trailer, and truck camper.**

29 SECTION 12. IC 9-13-2-150.1 IS ADDED TO THE INDIANA
30 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
31 [EFFECTIVE JULY 1, 2024]: **Sec. 150.1. "Recreational vehicle**
32 **dealer", for purposes of IC 9-32-11-24, IC 9-32-11-25, and**
33 **IC 9-32-19, has the meaning set forth in IC 9-32-19-13.**

34 SECTION 13. IC 9-13-2-150.2 IS ADDED TO THE INDIANA
35 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
36 [EFFECTIVE JULY 1, 2024]: **Sec. 150.2. "Recreational vehicle**
37 **dealer agreement", for purposes of IC 9-32-19, has the meaning set**
38 **forth in IC 9-32-19-14.**

39 SECTION 14. IC 9-13-2-150.4 IS ADDED TO THE INDIANA
40 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
41 [EFFECTIVE JULY 1, 2024]: **Sec. 150.4. "Recreational vehicle**
42 **distributor", for purposes of IC 9-32-19, has the meaning set forth**



1 **in IC 9-32-19-15.**

2 SECTION 15. IC 9-13-2-150.6 IS ADDED TO THE INDIANA
3 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
4 [EFFECTIVE JULY 1, 2024]: **Sec. 150.6. "Recreational vehicle**
5 **manufacturer"**, for purposes of IC 9-32-11-25 and IC 9-32-19, has
6 **the meaning set forth in IC 9-32-19-16.**

7 SECTION 16. IC 9-13-2-186.1 IS ADDED TO THE INDIANA
8 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
9 [EFFECTIVE JULY 1, 2024]: **Sec. 186.1. "Transient customer"**, for
10 **purposes of IC 9-32-19, has the meaning set forth in IC 9-32-19-17.**

11 SECTION 17. IC 9-13-2-187.3 IS ADDED TO THE INDIANA
12 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
13 [EFFECTIVE JULY 1, 2024]: **Sec. 187.3. "Travel trailer"**, for
14 **purposes of section 150 of this chapter and IC 9-32-19, has the**
15 **meaning set forth in IC 9-32-19-18.**

16 SECTION 18. IC 9-13-2-198.3 IS ADDED TO THE INDIANA
17 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
18 [EFFECTIVE JULY 1, 2024]: **Sec. 198.3. "Warrantor"**, for purposes
19 **of IC 9-32-19, has the meaning set forth in IC 9-32-19-19.**

20 SECTION 19. IC 9-32-2-3.5 IS ADDED TO THE INDIANA CODE
21 AS A **NEW** SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
22 1, 2024]: **Sec. 3.5. "Area of sales responsibility"**, for purposes of
23 **IC 9-32-11-25 and IC 9-32-19, has the meaning set forth in**
24 **IC 9-32-19-2.**

25 SECTION 20. IC 9-32-2-8.5 IS ADDED TO THE INDIANA CODE
26 AS A **NEW** SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
27 1, 2024]: **Sec. 8.5. "Camping trailer"**, for purposes of IC 9-32-19,
28 **has the meaning set forth in IC 9-32-19-3.**

29 SECTION 21. IC 9-32-2-9.3 IS ADDED TO THE INDIANA CODE
30 AS A **NEW** SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
31 1, 2024]: **Sec. 9.3. "Coerce"**, for purposes of IC 9-32-19, has the
32 **meaning set forth in IC 9-32-19-4.**

33 SECTION 22. IC 9-32-2-10.1 IS ADDED TO THE INDIANA
34 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
35 [EFFECTIVE JULY 1, 2024]: **Sec. 10.1. (a) "Designated family**
36 **member"**, except as provided in subsection (b), has the meaning
37 **provided in IC 9-13-2-43.**

38 **(b) "Designated family member" for purposes of IC 9-32-19, has**
39 **the meaning set forth in IC 9-32-19-5.**

40 SECTION 23. IC 9-32-2-12.5 IS ADDED TO THE INDIANA
41 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
42 [EFFECTIVE JULY 1, 2024]: **Sec. 12.5. "Factory campaign"**, for



1 **purposes of IC 9-32-19, has the meaning set forth in IC 9-32-19-6.**

2 SECTION 24. IC 9-32-2-12.7 IS ADDED TO THE INDIANA
3 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
4 [EFFECTIVE JULY 1, 2024]: **Sec. 12.7. "Fifth wheel travel trailer",**
5 **for purposes of IC 9-32-19, has the meaning set forth in**
6 **IC 9-32-19-7.**

7 SECTION 25. IC 9-32-2-16.3 IS ADDED TO THE INDIANA
8 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
9 [EFFECTIVE JULY 1, 2024]: **Sec. 16.3. (a) "Line make", except as**
10 **provided in subsection (b), has the meaning set forth in**
11 **IC 9-13-2-93.5(a).**

12 **(b) "Line make", for purposes of IC 9-32-11-25 and IC 9-32-19,**
13 **has the meaning set forth in IC 9-32-19-8.**

14 SECTION 26. IC 9-32-2-17.5 IS ADDED TO THE INDIANA
15 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
16 [EFFECTIVE JULY 1, 2024]: **Sec. 17.5. "Model", for purposes of**
17 **IC 9-32-19, has the meaning set forth in IC 9-32-19-9.**

18 SECTION 27. IC 9-32-2-9-17.8 IS ADDED TO THE INDIANA
19 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
20 [EFFECTIVE JULY 1, 2024]: **Sec. 17.8. "Motor home", for**
21 **purposes of IC 9-32-19, has the meaning set forth in IC 9-32-19-10.**

22 SECTION 28. IC 9-32-2-18.6, AS ADDED BY P.L.198-2016,
23 SECTION 624, IS AMENDED TO READ AS FOLLOWS
24 [EFFECTIVE JULY 1, 2024]: **Sec. 18.6. (a) "Person", except as**
25 **provided in subsection (b), does not include the state, an agency of the**
26 **state, or a municipal corporation.**

27 **(b) "Person", for purposes of IC 9-32-19, has the meaning set**
28 **forth in IC 9-13-2-124.**

29 SECTION 29. IC 9-32-2-18.9 IS ADDED TO THE INDIANA
30 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
31 [EFFECTIVE JULY 1, 2024]: **Sec. 18.9. "Proprietary part", for**
32 **purposes of IC 9-32-19, has the meaning set forth in IC 9-32-19-12.**

33 SECTION 30. IC 9-32-2-19.5 IS ADDED TO THE INDIANA
34 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
35 [EFFECTIVE JULY 1, 2024]: **Sec. 19.5. "Recreational vehicle**
36 **dealer", for purposes of IC 9-32-11-24, IC 9-32-11-25, and**
37 **IC 9-32-19, has the meaning set forth in IC 9-32-19-13.**

38 SECTION 31. IC 9-32-2-19.6 IS ADDED TO THE INDIANA
39 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
40 [EFFECTIVE JULY 1, 2024]: **Sec. 19.6. "Recreational vehicle dealer**
41 **agreement", for purposes of IC 9-32-19, has the meaning set forth**
42 **in IC 9-32-19-14.**



1 SECTION 32. IC 9-32-2-19.7 IS ADDED TO THE INDIANA
 2 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
 3 [EFFECTIVE JULY 1, 2024]: **Sec. 19.7. "Recreational vehicle**
 4 **distributor"**, for purposes of IC 9-32-19, has the meaning set forth
 5 **in IC 9-32-19-15.**

6 SECTION 33. IC 9-32-2-19.8 IS ADDED TO THE INDIANA
 7 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
 8 [EFFECTIVE JULY 1, 2024]: **Sec. 19.8. "Recreational vehicle**
 9 **manufacturer"**, for purposes of IC 9-32-11-25 and IC 9-32-19, has
 10 **the meaning set forth in IC 9-32-19-16.**

11 SECTION 34. IC 9-32-2-25.3 IS ADDED TO THE INDIANA
 12 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
 13 [EFFECTIVE JULY 1, 2024]: **Sec. 25.3. "Transient customer"**, for
 14 **purposes of IC 9-32-19, has the meaning set forth in IC 9-32-19-17.**

15 SECTION 35. IC 9-32-2-25.7 IS ADDED TO THE INDIANA
 16 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
 17 [EFFECTIVE JULY 1, 2024]: **Sec. 25.7. "Travel trailer"**, for
 18 **purposes of IC 9-32-19, has the meaning set forth in IC 9-32-19-18.**

19 SECTION 36. IC 9-32-2-28.1 IS ADDED TO THE INDIANA
 20 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
 21 [EFFECTIVE JULY 1, 2024]: **Sec. 28.1. "Warrantor"**, for purposes
 22 **of IC 9-32-19, has the meaning set forth in IC 9-32-19-19.**

23 SECTION 37. IC 9-32-7-2, AS AMENDED BY P.L.120-2020,
 24 SECTION 54, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 25 JULY 1, 2024]: Sec. 2. (a) The dealer enforcement account is
 26 established as a separate account to be administered by the secretary.

27 (b) The dealer enforcement account consists of money deposited
 28 pursuant to:

- 29 (1) IC 9-32-4-1(d);
- 30 (2) IC 9-32-16-1(f);
- 31 (3) IC 9-32-16-13(d);
- 32 (4) IC 9-32-17-1;
- 33 (5) IC 9-32-17-7; ~~and~~
- 34 (6) IC 9-32-17-9; **and**
- 35 **(7) IC 9-32-19-32.**

36 The funds in the account shall be available, with the approval of the
 37 budget agency, for use to augment and supplement the funds
 38 appropriated for the administration of this article.

39 (c) The treasurer of state shall invest the money in the dealer
 40 enforcement account not currently needed to meet the obligations of
 41 the account in the same manner as other public money may be invested.
 42 Interest that accrues from these investments shall be deposited into the



1 account.

2 (d) Money in the dealer enforcement account at the end of the state
3 fiscal year does not revert to the state general fund.

4 (e) Money in the dealer enforcement account is continuously
5 appropriated to the secretary for the purposes of the account.

6 SECTION 38. IC 9-32-11-24 IS ADDED TO THE INDIANA
7 CODE AS A NEW SECTION TO READ AS FOLLOWS
8 [EFFECTIVE JULY 1, 2024]: **Sec. 24. (a) Except as provided in
9 subsection (b), a recreational vehicle dealer may not sell or offer to
10 sell, directly or indirectly, recreational vehicles on Sundays.**

11 **(b) A recreational vehicle dealer may sell or offer to sell, directly
12 or indirectly, recreational vehicles on Sundays, if the dealer is
13 participating in a recreational vehicle show.**

14 SECTION 39. IC 9-32-11-25 IS ADDED TO THE INDIANA
15 CODE AS A NEW SECTION TO READ AS FOLLOWS
16 [EFFECTIVE JULY 1, 2024]: **Sec. 25. (a) This section applies to a
17 recreational vehicle show held on a Sunday.**

18 **(b) A recreational vehicle show must include two (2) or more
19 recreational vehicle dealers and occur offsite from a recreational
20 vehicle dealer's place of business.**

21 **(c) At a recreational vehicle show, a recreational vehicle dealer
22 may display or sell line makes only with the recreational vehicle
23 dealer's area of sales responsibility.**

24 **(d) If a recreational vehicle dealer fails to provide adequate
25 representation at a recreational vehicle show, a recreational
26 vehicle manufacturer may assign the rights to participate in the
27 sanctioned recreational vehicle show to another recreational
28 vehicle dealer.**

29 **(e) A recreational vehicle manufacturer may designate
30 recreational vehicle dealer participation in recreational vehicle
31 shows and rallies. However, for a recreational vehicle show that
32 occurs in a recreational vehicle dealer's area of sales responsibility,
33 the recreational vehicle dealer shall be given an exclusive right to
34 participate.**

35 SECTION 40. IC 9-32-19 IS ADDED TO THE INDIANA CODE
36 AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE
37 JULY 1, 2024]:

38 **Chapter 19. Recreational Vehicle Dealer Agreements**

39 **Sec. 1. This chapter applies to a written agreement between a
40 recreational vehicle manufacturer or recreational vehicle
41 distributor and a recreational vehicle dealer licensed by the
42 secretary under this article, unless otherwise provided by a written**



- 1 agreement.
- 2 **Sec. 2.** As used in this chapter, "area of sales responsibility"
3 means the geographical area within which a recreational vehicle
4 dealer has the exclusive right to display or sell new recreational
5 vehicles of a certain line make to the retail public.
- 6 **Sec. 3.** As used in this chapter, "camping trailer" means a motor
7 vehicle that contains a collapsible structure mounted on wheels
8 that is towed by a motor vehicle and provides living quarters for
9 recreational, camping, or traveling.
- 10 **Sec. 4.** As used in this chapter, "coerce" means threatening to:
11 (1) terminate, cancel, or refuse to renew a recreational vehicle
12 dealer agreement without good cause; or
13 (2) withhold product lines or delay product delivery in order
14 to obtain an amendment to a recreational vehicle dealer
15 agreement.
- 16 **Sec. 5.** As used in this chapter, "designated family member"
17 means the:
18 (1) spouse;
19 (2) child;
20 (3) grandchild;
21 (4) parent;
22 (5) sibling; or
23 (6) spouse of an individual under subdivision (2) or (3);
24 of a recreational vehicle dealer that has been nominated as the
25 successor for the recreational vehicle dealer under a written
26 agreement filed by the recreational vehicle dealer with the
27 recreational vehicle manufacturer or recreational vehicle
28 distributor.
- 29 **Sec. 6.** As used in this chapter, "factory campaign" means the
30 efforts of a warrantor to contact recreational vehicle owners or
31 recreational vehicle dealers to address an issue with a part or
32 equipment of a particular line make or model of a recreational
33 vehicle.
- 34 **Sec. 7.** As used in this chapter, "fifth wheel travel trailer" means
35 a motor vehicle mounted on wheels that provides living quarters
36 for recreational use, travel, or camping and does not require a
37 special highway permit. A fifth wheel travel trailer is designed to
38 be towed by a motor vehicle that contains a towing mechanism
39 mounted above or forward of the rear axle of the tow vehicle.
- 40 **Sec. 8.** As used in this chapter, "line make" means the specific
41 series of recreational vehicle that:
42 (1) is identified by a common series trade name or trademark;



1 (2) is targeted to a particular market segment as determined
2 by the decor, features, equipment, size, weight, and price of
3 the recreational vehicle;

4 (3) has lengths and interior floor plans that distinguish the
5 recreational vehicle from another recreational vehicle of
6 similar decor, features, equipment, size, weight, and price;
7 and

8 (4) belongs to a single, distinct classification of recreational
9 vehicles with a substantial degree of commonality in the
10 construction of the chassis, frame, and body of the
11 recreational vehicle.

12 Sec. 9. As used in this chapter, "model" means a series of a
13 recreational vehicle that is a subset of a line make and is identified
14 by a common series trade name or trademark.

15 Sec. 10. As used in this chapter, "motor home" means a
16 self-propelled, driveable motor vehicle that contains a motorized
17 chassis and provides temporary living quarters for recreational use
18 or travel.

19 Sec. 11. As used in this chapter, "person" has the meaning set
20 forth in IC 9-13-2-124.

21 Sec. 12. As used in this chapter, "proprietary part" means a
22 part for a recreational vehicle that is:

23 (1) manufactured by or for the recreational vehicle
24 manufacturer; and

25 (2) sold exclusively by the recreational vehicle manufacturer.

26 Sec. 13. As used in this chapter, "recreational vehicle dealer"
27 means a person that is required to be licensed by the secretary to
28 sell recreational vehicles under this chapter, or the officers, agents,
29 or employees of the person.

30 Sec. 14. As used in this chapter, "recreational vehicle dealer
31 agreement" means a written instrument between a recreational
32 vehicle manufacturer or a recreational vehicle distributor and a
33 recreational vehicle dealer that determines the rights and
34 responsibilities of the parties under which the recreational vehicle
35 dealer sells recreational vehicles in the area of sales responsibility.

36 Sec. 15. As used in this chapter, "recreational vehicle
37 distributor" means a person, other than a recreational vehicle
38 manufacturer, that is engaged in the business of selling new
39 recreational vehicles to recreational vehicle dealers in the state, or
40 the officers, agents, or employees of the person.

41 Sec. 16. As used in this chapter, "recreational vehicle
42 manufacturer" means a person that engages in the business of



1 constructing or assembling new recreational vehicles and sells the
2 new recreational vehicles to recreational vehicle dealers,
3 recreational vehicle distributors, or the retail public, or the
4 officers, agents, or employees of the person.

5 Sec. 17. As used in this chapter, "transient customer" means an
6 individual who is temporarily traveling through an area of sales
7 responsibility.

8 Sec. 18. As used in this chapter, "travel trailer" means a motor
9 vehicle mounted on wheels that provides living quarters for
10 recreational use, travel, or camping and does not require a special
11 highway permit when towed by a motor vehicle.

12 Sec. 19. (a) As used in this chapter, "warrantor" means a person
13 that gives a warranty in connection to a new recreational vehicle
14 or the parts, accessories, or components of the new recreational
15 vehicle.

16 (b) The term does not include service contracts, insurance, or
17 extended warranties sold for separate consideration by a
18 recreational vehicle dealer or any other person that does not have
19 a written agreement with a recreational vehicle manufacturer or
20 recreational vehicle dealer distributor.

21 Sec. 20. (a) Except as otherwise provided by law, a recreational
22 vehicle manufacturer or recreational vehicle distributor may not
23 sell recreational vehicles in Indiana to a recreational vehicle dealer
24 unless the parties enter into a written recreational vehicle dealer
25 agreement under this chapter.

26 (b) Except as otherwise provided by law, a recreational vehicle
27 dealer may not sell a new recreational vehicle in Indiana unless the
28 parties enter into a written recreational vehicle dealer agreement
29 with a recreational vehicle manufacturer or recreational vehicle
30 distributor under this chapter.

31 (c) The recreational vehicle manufacturer or recreational
32 vehicle distributor shall designate the area of sales responsibility
33 exclusively assigned to the recreational vehicle dealer in the
34 recreational vehicle dealer agreement.

35 (d) Without the consent of the parties, the recreational vehicle
36 manufacturer or recreational vehicle distributor may not review
37 or change the area of sales responsibility designated under
38 subsection (c) for a duration that shall be stated in the written
39 recreational vehicle dealer agreement.

40 (e) The recreational vehicle manufacturer or recreational
41 vehicle distributor may not contract with another recreational
42 vehicle dealer for the sale of the same recreational vehicle line



1 make in the area of sales responsibility designated to the
2 recreational vehicle dealer under subsection (c) for the duration of
3 the recreational vehicle dealer agreement.

4 **Sec. 21. (a) A recreational vehicle manufacturer or recreational**
5 **vehicle distributor may not terminate, cancel, or refuse to renew**
6 **all or part of a recreational vehicle dealer agreement without good**
7 **cause.**

8 (b) The burden of proof to show good cause is on the
9 recreational vehicle manufacturer or recreational vehicle
10 distributor that is a party to the recreational vehicle dealer
11 agreement.

12 (c) The following factors may be considered as proof to show
13 good cause under this section:

14 (1) The extent of the recreational vehicle dealer's permeation
15 into the area of sales responsibility.

16 (2) The nature and extent of the recreational vehicle dealer's
17 investment in the recreational vehicle dealer's business.

18 (3) The adequacy of the recreational vehicle dealer's service
19 facilities, equipment, parts, supplies, and personnel.

20 (4) The effect of the proposed termination, cancellation, or
21 refusal to renew the recreational vehicle dealer agreement on
22 the community.

23 (5) The extent and quality of the recreational vehicle dealer's
24 warranty services.

25 (6) The recreational vehicle dealer's failure to follow agreed
26 upon procedures and standards for the overall operation of
27 the recreational vehicle dealers consistent with the Indiana
28 law and the recreational vehicle dealer agreement.

29 (7) The recreational vehicle dealer's performance of the terms
30 of the recreational vehicle dealer agreement.

31 (d) Except as otherwise provided in this chapter, a recreational
32 vehicle manufacturer or recreational vehicle distributor shall
33 provide written notice to a recreational vehicle dealer at least one
34 hundred twenty (120) days before the recreational vehicle
35 manufacturer or recreational vehicle distributor terminates,
36 cancels, or refuses to renew a recreational vehicle dealer
37 agreement for good cause.

38 (e) A written notice under subsection (d) must provide the
39 recreational vehicle dealer with all of the reasons the recreational
40 vehicle manufacturer or recreational vehicle distributor intends to
41 terminate, cancel, or refuse to renew the recreational vehicle dealer
42 agreement.



1 (f) Not later than thirty (30) days after receiving the written
2 notice under subsection (d), if the recreational vehicle dealer
3 provides the recreational vehicle manufacturer or recreational
4 vehicle distributor with written notice of the intent to cure all
5 claimed deficiencies, the recreational vehicle dealer must cure the
6 claimed deficiencies not later than ninety (90) days after receiving
7 the written notice.

8 (g) If the recreational vehicle manufacturer or recreational
9 vehicle distributor intends to terminate, cancel, or refuse to renew
10 the recreational vehicle dealer agreement due to lack of
11 performance of the recreational vehicle dealer, the recreational
12 vehicle dealer's inventory history and reasonable market
13 performance must be given consideration before the recreational
14 vehicle manufacturer or recreational vehicle distributor may
15 terminate, cancel, or refuse to renew the recreational vehicle dealer
16 agreement.

17 (h) If the recreational vehicle dealer cures the claimed
18 deficiencies under subsection (f), the recreational vehicle
19 manufacturer or recreational vehicle distributor may not
20 terminate, cancel, or refuse to renew the recreational vehicle dealer
21 agreement.

22 (i) The recreational vehicle manufacturer or recreational
23 vehicle distributor may terminate, cancel, or refuse to renew the
24 recreational vehicle dealer agreement:

- 25 (1) thirty (30) days after receipt of the written notice under
26 subsection (d), if the recreational vehicle dealer fails to
27 provide the recreational vehicle manufacturer or recreational
28 vehicle distributor with written notice of the recreational
29 vehicle dealer's intent to cure the claimed deficiencies; or
30 (2) ninety (90) days after receipt of the written notice under
31 subsection (d), if the recreational vehicle dealer fails to cure
32 the claimed deficiencies not later than ninety (90) days after
33 receiving the written notice.

34 (j) The written notice period under subsection (d) may be
35 reduced to thirty (30) days if the reason for terminating, cancelling,
36 or refusing to renew the recreational vehicle dealer agreement
37 under this section is because of one (1) or more of the following
38 factors:

- 39 (1) A recreational vehicle dealer is:
40 (A) convicted of; or
41 (B) entering a plea of nolo contendere to;
42 a felony offense.



- 1 **(2) The recreational vehicle dealer has abandoned or closed**
 2 **business operations for at least ten (10) consecutive business**
 3 **days, unless the abandonment or closure is due to:**
- 4 **(A) an act of God;**
 5 **(B) a strike;**
 6 **(C) labor difficulty; or**
 7 **(D) a cause that is outside of the control of the recreational**
 8 **vehicle dealer.**
- 9 **(3) A significant misrepresentation by the recreational vehicle**
 10 **dealer materially affects the business relationship between the**
 11 **recreational vehicle dealer and the recreational vehicle**
 12 **manufacturer or recreational vehicle distributor.**
- 13 **(4) The secretary has suspended, revoked, or refused to renew**
 14 **the license of the recreational vehicle dealer.**
- 15 **(k) The written notice provisions under this section do not apply**
 16 **if the reason for terminating, cancelling, or refusing to renew the**
 17 **recreational vehicle dealer agreement is a declaration of:**
- 18 **(1) insolvency;**
 19 **(2) an assignment for the benefit of a creditor; or**
 20 **(3) bankruptcy;**
- 21 **of the recreational vehicle dealer.**
- 22 **(l) A recreational vehicle manufacturer or recreational vehicle**
 23 **distributor may not repurchase inventory under this chapter if the**
 24 **recreational vehicle manufacturer or recreational vehicle**
 25 **distributor terminates, cancels, or refuses to renew the recreational**
 26 **vehicle dealer agreement without showing good cause.**
- 27 **Sec. 22. (a) A recreational vehicle dealer may terminate, cancel,**
 28 **or fail to renew all or part of a recreational vehicle dealer**
 29 **agreement for good cause at any time by giving at least thirty (30)**
 30 **days written notice to the recreational vehicle manufacturer or**
 31 **recreational vehicle distributor that is a party to the recreational**
 32 **vehicle dealer agreement.**
- 33 **(b) The recreational vehicle dealer has the burden of proof to**
 34 **show good cause.**
- 35 **(c) The following factors may be considered as proof to show**
 36 **good cause under this section:**
- 37 **(1) A recreational vehicle manufacturer or recreational**
 38 **vehicle distributor is:**
- 39 **(A) convicted of; or**
 40 **(B) enters a plea of nolo contendere;**
 41 **to a felony offense.**
- 42 **(2) The recreational vehicle manufacturer or recreational**



1 vehicle distributor has abandoned or closed business
 2 operations for at least ten (10) consecutive business days,
 3 unless the abandonment or closure is due to:

4 (A) an act of God;

5 (B) a strike;

6 (C) labor difficulty; or

7 (D) another cause that is not within the control of the
 8 recreational vehicle manufacturer or recreational vehicle
 9 distributor.

10 (3) A significant misrepresentation by the recreational vehicle
 11 manufacturer or recreational vehicle distributor was made
 12 that materially affects the business relationship with the
 13 recreational vehicle dealer.

14 (4) A material violation of the recreational vehicle dealer
 15 agreement occurred by the recreational vehicle manufacturer
 16 or recreational vehicle distributor which is not cured not later
 17 than thirty (30) days after receiving written notice of the
 18 violation.

19 (5) A declaration of:

20 (A) insolvency;

21 (B) assignment for the benefit of creditors; or

22 (C) bankruptcy;

23 of the recreational vehicle manufacturer or recreational
 24 vehicle distributor.

25 **Sec. 23. (a)** A recreational vehicle manufacturer or recreational
 26 vehicle distributor may not coerce or attempt to coerce a
 27 recreational vehicle dealer to:

28 (1) purchase a product the recreational vehicle dealer did not
 29 order;

30 (2) enter into a recreational vehicle dealer agreement with the
 31 recreational vehicle manufacturer or recreational vehicle
 32 distributor;

33 (3) take an action that is unfair or unreasonable to the
 34 recreational vehicle dealer;

35 (4) enter into a recreational vehicle dealer agreement that
 36 requires the recreational vehicle dealer to submit disputes to
 37 binding arbitration or otherwise waive rights or
 38 responsibilities provided under this chapter; or

39 (5) forego exercising a right authorized by a recreational
 40 vehicle dealer agreement or this chapter.

41 (b) The recreational vehicle dealer bears the burden of proving
 42 coercion under this section.



1 **Sec. 24. (a) If a recreational vehicle dealer terminates, cancels,**
 2 **or refuses to renew the recreational vehicle dealer agreement for**
 3 **good cause, the recreational vehicle manufacturer or recreational**
 4 **vehicle distributor, at the election of the dealer, shall repurchase**
 5 **the inventory of the recreational vehicle dealer not later than**
 6 **forty-five (45) days after the termination, cancellation, or refusal**
 7 **to renew the recreational vehicle dealer agreement as follows:**

8 **(1) For the current model year less than twenty-four (24)**
 9 **months old, one hundred percent (100%), and for the**
 10 **previous model year, ninety percent (90%), of the net invoice**
 11 **cost including transportation, less applicable rebates and**
 12 **discounts to the recreational vehicle dealer for new, untitled**
 13 **recreational vehicles. Models older than twenty-four (24)**
 14 **months, regardless of the model year, are to be purchased at**
 15 **full market value. If any of a repurchased recreational vehicle**
 16 **is damaged, the amount due to the recreational vehicle dealer**
 17 **is reduced by the cost to repair the damaged recreational**
 18 **vehicle, except for damage that occurred to the recreational**
 19 **vehicle prior to delivery to the recreational vehicle dealer.**

20 **(2) One hundred five percent (105%) of the original net price**
 21 **paid to the recreational vehicle manufacturer or recreational**
 22 **vehicle distributor to compensate the recreational vehicle**
 23 **dealer for handling, packing, and shipping costs for all**
 24 **undamaged accessories and proprietary parts sold to the**
 25 **recreational vehicle dealer not more than twelve (12) months**
 26 **before the termination, cancellation, or refusal to renew the**
 27 **recreational vehicle dealer agreement if accompanied by the**
 28 **original invoice.**

29 **(3) One hundred percent (100%) of the recreational vehicle**
 30 **dealer's net cost plus freight, destination, delivery,**
 31 **distribution charges, and sales tax for:**

32 **(A) properly functioning diagnostic equipment;**

33 **(B) special tools;**

34 **(C) signs; and**

35 **(D) any other equipment and machinery;**

36 **if purchased by the recreational vehicle dealer not more than**
 37 **five (5) years before the termination, cancellation, or refusal**
 38 **to renew the recreational vehicle dealer agreement upon the**
 39 **recreational vehicle manufacturer's or recreational vehicle**
 40 **distributor's request which can no longer be used in the**
 41 **normal course of the recreational vehicle dealer's ongoing**
 42 **business.**



1 **(b) A recreational vehicle manufacturer or recreational vehicle**
2 **distributor shall pay in full for inventory repurchased under this**
3 **section before the recreational vehicle is surrendered by the**
4 **recreational vehicle dealer. Once the recreational vehicle dealer**
5 **receives full payment under subsection (a), the recreational vehicle**
6 **dealer shall immediately surrender the recreational vehicle to the**
7 **recreational vehicle manufacturer or the recreational vehicle**
8 **distributor.**

9 **(c) A recreational vehicle dealer may sell the remaining**
10 **inventory under this section that is not repurchased under**
11 **subsection (a).**

12 **(d) A recreational vehicle dealer may:**

- 13 **(1) sell the remaining inventory of a particular line make or**
14 **model after the recreational vehicle dealer agreement is**
15 **terminated, cancelled, or not renewed by the recreational**
16 **vehicle manufacturer or recreational vehicle distributor; or**
17 **(2) if a recreational vehicle of line make or model that is**
18 **subject to the terminated, cancelled, or not renewed**
19 **recreational vehicle dealer agreement is not repurchased**
20 **under subsection (a), continue to sell the recreational vehicles**
21 **in the recreational vehicle dealer's inventory until the**
22 **recreational vehicles are no longer in the recreational vehicle**
23 **dealer's inventory.**

24 **Sec. 25. If a recreational vehicle dealer takes on an additional**
25 **line make that competes directly with the current line make, the**
26 **recreational vehicle dealer shall provide written notice to the**
27 **recreational vehicle manufacturer or recreational vehicle**
28 **distributor with whom the recreational vehicle dealer has a**
29 **recreational vehicle dealer agreement at least thirty (30) days**
30 **before entering into a recreational vehicle dealer agreement with**
31 **the recreational vehicle manufacturer or recreational vehicle**
32 **distributor of the additional line make.**

33 **Sec. 26. (a) A recreational vehicle dealer shall provide written**
34 **notice to the recreational vehicle manufacturer or recreational**
35 **vehicle distributor with whom the recreational vehicle dealer has**
36 **a recreational vehicle dealer agreement if the recreational vehicle**
37 **dealer desires to make a change in the ownership of the**
38 **recreational vehicle dealer at least ten (10) business days before**
39 **closing. The written notice under this subsection must include all**
40 **supporting documentation necessary to assist the recreational**
41 **vehicle manufacturer or recreational vehicle distributor in**
42 **determining whether to object to the change in ownership.**



1 **(b) A recreational vehicle manufacturer or recreational vehicle**
 2 **distributor may object to a proposed change in ownership of a**
 3 **recreational vehicle dealer if the prospective new owner meets at**
 4 **least one (1) of the following conditions:**

5 **(1) The prospective new owner has previously had a**
 6 **recreational vehicle dealer agreement terminated for good**
 7 **cause by a recreational vehicle manufacturer or recreational**
 8 **vehicle distributor.**

9 **(2) The prospective new owner has been convicted of a felony**
 10 **or a crime of fraud, deceit, or moral turpitude.**

11 **(3) The prospective new owner lacks a license required by**
 12 **law.**

13 **(4) The prospective new owner does not have an active line of**
 14 **credit sufficient to purchase recreational vehicles under the**
 15 **recreational vehicle dealer agreement.**

16 **(5) In the ten (10) years preceding the prospective change in**
 17 **ownership, the prospective new owner has:**

18 **(A) made a declaration of:**

19 **(i) insolvency;**

20 **(ii) an assignment for the benefit of creditors; or**

21 **(iii) bankruptcy; or**

22 **(B) had the appointment of a receiver, trustee, or**
 23 **conservator to take possession of the prospective new**
 24 **owner's business or property.**

25 **(c) A recreational vehicle manufacturer or the recreational**
 26 **vehicle distributor shall answer the written notice under subsection**
 27 **(a) not later than seven (7) business days after receiving the written**
 28 **notice and provide the recreational vehicle dealer with any**
 29 **objections to the proposed change of ownership. The answer under**
 30 **this subsection must include the reasons for the objection. The**
 31 **recreational vehicle manufacturer or recreational vehicle**
 32 **distributor has the burden of proof regarding the reasons**
 33 **contained in its objection. If the recreational vehicle manufacturer**
 34 **or recreational vehicle distributor does not timely answer the**
 35 **written notice under subsection (a), the change of ownership is**
 36 **deemed approved.**

37 **Sec. 27. (a) This section does not apply to a recreational vehicle**
 38 **dealer if:**

39 **(1) the recreational vehicle dealer does not sell new**
 40 **recreational vehicles; and**

41 **(2) the recreational vehicle dealer agreement or other written**
 42 **agreement includes the recreational vehicle dealer's**



- 1 **designation of a successor who is not the designated family**
2 **member of the recreational vehicle dealer.**
- 3 **(b) A designated family member of a deceased or incapacitated**
4 **recreational vehicle dealer may succeed the recreational vehicle**
5 **dealer if:**
- 6 **(1) the recreational vehicle manufacturer or recreational**
7 **vehicle distributor determines that the existing recreational**
8 **vehicle dealer agreement should be honored; and**
9 **(2) the designated family member complies with subsection**
10 **(c).**
- 11 **(c) To qualify under subsection (b) to succeed a recreational**
12 **vehicle dealer under the existing recreational vehicle dealer**
13 **agreement, a designated family member must do all the following:**
- 14 **(1) Not later than one hundred twenty (120) days after the**
15 **recreational vehicle dealer's death or disability, give the**
16 **recreational vehicle manufacturer or recreational vehicle**
17 **distributor written notice of the designated family member's**
18 **intention to succeed to the recreational vehicle dealer.**
- 19 **(2) Agree to be bound by the terms and conditions of the**
20 **existing recreational vehicle dealer agreement.**
- 21 **(3) Meet the criteria generally applied at the time of the death**
22 **or incapacity of the recreational vehicle dealer by the**
23 **recreational vehicle manufacturer or recreational vehicle**
24 **distributor in qualifying new recreational vehicle dealers.**
- 25 **(4) If requested by the recreational vehicle manufacturer or**
26 **recreational vehicle distributor, promptly supply personal**
27 **and financial data that is reasonably necessary for the**
28 **recreational vehicle manufacturer or recreational vehicle**
29 **distributor to determine if the existing recreational vehicle**
30 **dealer agreement should be honored.**
- 31 **(d) A recreational vehicle manufacturer or recreational vehicle**
32 **distributor may object to a succession under this section for good**
33 **cause. The burden is on the recreational vehicle manufacturer or**
34 **recreational vehicle distributor to show good cause for the**
35 **following reasons:**
- 36 **(1) The designated family member is convicted of a felony or**
37 **a crime of fraud, deceit, or moral turpitude.**
- 38 **(2) The designated family member declares insolvency or**
39 **bankruptcy during the ten (10) years before succession is set**
40 **to occur.**
- 41 **(3) The designated family member breached a prior**
42 **recreational vehicle dealer agreement.**



1 **(4) The designated family member lacks an active line of**
 2 **credit sufficient to purchase the recreational vehicles.**

3 **(5) The designated family member lacks a license required by**
 4 **law.**

5 **(e) Not later than sixty (60) days after receipt of:**

6 **(1) written notice from a designated family member under**
 7 **subsection (c)(1); or**

8 **(2) requested personal or financial data under subsection**
 9 **(c)(4);**

10 **a recreational vehicle manufacturer or recreational vehicle**
 11 **distributor that determines that good cause exists for refusing to**
 12 **honor the succession under this section shall serve written notice**
 13 **of the determination on the designated family member.**

14 **(f) The written notice required under subsection (e) must state**
 15 **the following:**

16 **(1) The specific reasons for refusing to honor the succession**
 17 **under this section.**

18 **(2) The date on which the existing recreational vehicle dealer**
 19 **agreement will be discontinued, which must be at least ninety**
 20 **(90) days after the date the written notice is served.**

21 **(g) If written notice of the recreational vehicle manufacturer's**
 22 **or recreational vehicle distributor's determination is not served as**
 23 **required under subsection (e) and does not comply with subsection**
 24 **(f), the succession and recreational vehicle dealer agreement must**
 25 **be honored.**

26 **Sec. 28. (a) Notwithstanding the terms of a recreational vehicle**
 27 **dealer agreement, a new recreational vehicle dealer is solely liable**
 28 **for damage to a new recreational vehicle:**

29 **(1) after acceptance from the carrier or transporter; and**

30 **(2) before delivery to the ultimate purchaser.**

31 **(b) Notwithstanding the terms, provisions, or conditions of a**
 32 **recreational vehicle dealer agreement or other written agreement**
 33 **filed with the recreational vehicle manufacturer or recreational**
 34 **vehicle distributor, a recreational vehicle manufacturer or**
 35 **recreational vehicle distributor is liable for all damage to a new**
 36 **recreational vehicle before delivery of the recreational vehicle to**
 37 **a carrier or transporter.**

38 **(c) A new recreational vehicle dealer is liable for damage to a**
 39 **new recreational vehicle after the recreational vehicle is delivered**
 40 **to the carrier or transporter only if the new recreational vehicle**
 41 **dealer selects the method and mode of transportation and the**
 42 **carrier or transporter. In all other instances, the recreational**



1 vehicle manufacturer or recreational vehicle distributor is liable
2 for carrier related damage to a new recreational vehicle.

3 (d) A recreational vehicle dealer that receives a damaged
4 recreational vehicle under this section may:

5 (1) request authorization from the recreational vehicle
6 manufacturer or recreational vehicle distributor to correct
7 the damage; or

8 (2) reject the recreational vehicle under subsection (e).

9 If the recreational vehicle manufacturer or recreational vehicle
10 distributor does not authorize the repair not later than ten (10)
11 days after receiving notice of the damage, or if the recreational
12 vehicle dealer rejects the recreational vehicle because of the
13 damage, ownership of the new recreational vehicle reverts to the
14 recreational vehicle manufacturer or recreational vehicle
15 distributor.

16 (e) A recreational vehicle dealer may inspect and reject a
17 damaged recreational vehicle not later than two (2) business days
18 after the physical delivery of the recreational vehicle.

19 (f) A recreational vehicle dealer may reject a recreational
20 vehicle that has an unreasonable amount of miles on the odometer.
21 The distance between the recreational vehicle manufacturer's
22 factory or the recreational vehicle distributor and the recreational
23 vehicle dealer plus one hundred (100) miles is a reasonable amount
24 of miles on the odometer.

25 (g) A recreational vehicle dealer is entitled to compensation for
26 actual expenses, including transportation and interest
27 reimbursement, that occurs when a recreational vehicle cannot be
28 sold because of a factory campaign.

29 (h) Any uncorrected or corrected damage to a new recreational
30 vehicle that exceeds four percent (4%) of the manufacturer's
31 suggested retail price (as defined in 26 U.S.C. 4216), as measured
32 by retail repair costs, must be disclosed in writing by the new
33 recreational vehicle dealer before delivery of the motor vehicle to
34 the ultimate purchaser.

35 (i) A person that violates subsection (h) commits a Class A
36 infraction.

37 **Sec. 29. (a) A warrantor shall do the following:**

38 (1) Provide a list of the warrantor's obligations to the
39 recreational vehicle dealer for the preparation, delivery, and
40 warranty service for products.

41 (2) Compensate the recreational vehicle dealer for warranty
42 services performed by the recreational vehicle dealer covered



- 1 by warrantor.
- 2 (3) Provide the recreational vehicle dealer a schedule of
3 compensation to be paid and the time allowances to perform
4 diagnostic work and warranty services on a recreational
5 vehicle.
- 6 (b) The schedule of compensation under subsection (a)(3) must
7 include reasonable compensation for diagnostic work as well as
8 warranty labor. If the schedule of compensation required by this
9 section does not include a particular repair, the warrantor shall
10 reimburse the recreational vehicle dealer for warranty service for
11 the actual time worked, unless the warrantor demonstrates that the
12 actual time worked was unreasonable.
- 13 (c) Time allowances to perform diagnostic work and warranty
14 services must be reasonable.
- 15 (d) Compensation of a recreational vehicle dealer for warranty
16 services may not be less than the lowest retail labor rate charged
17 by the recreational vehicle dealer in the ordinary course of
18 business for substantially similar labor that is not a warranty
19 service.
- 20 (e) A warrantor shall reimburse the recreational vehicle dealer
21 for:
- 22 (1) a warranty part at wholesale cost;
23 (2) at least thirty percent (30%) of the wholesale cost as a
24 handling charge; and
25 (3) the cost of freight to return the part to the warrantor if the
26 return is required by the warrantor.
- 27 (f) If a warranty part is sent to the recreational vehicle dealer
28 at no cost, the recreational vehicle dealer is entitled to payment of
29 thirty percent (30%) of the wholesale cost of the warranty part
30 from the warrantor as a handling charge. The handling charge for
31 a warranty part may not exceed three hundred dollars (\$300). A
32 recreational vehicle dealer may return unused parts to the
33 warrantor for credit after completion of the warranty services if
34 the parts are in excess of what the recreational vehicle dealer
35 requires.
- 36 (g) A warrantor may conduct a warranty audit of a recreational
37 vehicle dealer's records on a reasonable basis.
- 38 (h) A warrantor may not deny a claim for warranty
39 compensation by a recreational vehicle dealer except for good
40 cause. Good cause includes:
- 41 (1) performing nonwarranty repairs;
42 (2) material noncompliance with the warrantor's published



1 policies and procedures;

2 (3) lack of material documentation; and

3 (4) fraud or misrepresentation on the part of the recreational
4 vehicle dealer.

5 (i) A recreational vehicle dealer shall submit a warranty claim
6 not later than forty-five (45) days after completing the diagnostic
7 work or warranty service.

8 (j) A recreational vehicle dealer shall notify the warrantor in
9 writing as soon as is reasonably possible if the recreational vehicle
10 dealer is unable or unwilling to perform a warranty repair.

11 (k) A warrantor shall disapprove a warranty claim in writing
12 not later than forty-five (45) days after the warranty claim is
13 submitted by the recreational vehicle dealer in a manner and form
14 prescribed by the warrantor. A warranty claim not disapproved
15 under this subsection is approved and must be paid not later than
16 sixty (60) days after receiving the submitted warranty claim from
17 the recreational vehicle dealer.

18 (l) A warrantor may not:

19 (1) fail to perform warranty obligations;

20 (2) fail to include the expected date by which parts and
21 equipment will be available to the recreational vehicle dealer
22 to perform warranty services in the written notice of factory
23 campaigns to recreational vehicle owners and recreational
24 vehicle dealers;

25 (3) fail to compensate a recreational vehicle dealer for
26 authorized repairs performed by the recreational vehicle
27 dealer of merchandise damaged during the manufacturing
28 process or in transit to the recreational vehicle dealer;

29 (4) fail to compensate a recreational vehicle dealer for
30 authorized warranty service in accordance with the time
31 allowances set in the schedule of compensation if performed
32 in a timely and competent manner;

33 (5) intentionally misrepresent to purchasers of recreational
34 vehicles that warranties with respect to the manufacture,
35 performance, or design of the recreational vehicle are made
36 by the recreational vehicle dealer as a warrantor or a
37 cowarrantor; or

38 (6) require the recreational vehicle dealer to make warranties
39 to customers in any manner related to the manufacture of the
40 recreational vehicle.

41 (m) A recreational vehicle dealer may not:

42 (1) fail to perform predelivery inspection functions, as



- 1 specified by the warrantor, in a competent and timely
 2 manner;
 3 (2) fail to perform warranty services authorized by the
 4 warrantor in a reasonably competent and timely manner on
 5 a transient customer's recreational vehicle of the same line
 6 make unless the recreational vehicle dealer determines that
 7 the customer is acting in a manner detrimental to the
 8 recreational vehicle dealer's business;
 9 (3) fail to track actual time worked to perform warranty
 10 services not governed by time allowances in the schedule of
 11 compensation;
 12 (4) claim an agency relationship with a warrantor, a
 13 recreational vehicle manufacturer, or a recreational vehicle
 14 distributor; or
 15 (5) misrepresent the terms of a warranty.
- 16 **Sec. 30. (a)** Notwithstanding the terms of a recreational vehicle
 17 dealer agreement, a warrantor may not fail to indemnify,
 18 defend, and hold harmless a recreational vehicle dealer against any
 19 losses or damages to the extent the losses or damages are caused by
 20 the negligence or willful misconduct of the warrantor.
- 21 (b) A recreational vehicle dealer may not be denied
 22 indemnification or a defense for failing to discover, disclose, or
 23 remedy a defect in the design or manufacture of the recreational
 24 vehicle.
- 25 (c) A recreational vehicle dealer may not fail to indemnify,
 26 defend, and hold harmless the warrantor against any losses or
 27 damages to the extent such losses or damages are caused by the
 28 negligence or willful misconduct of the recreational vehicle dealer.
- 29 (d) A recreational vehicle dealer shall provide to the warrantor
 30 a copy of any suit in which allegations are made against the
 31 warrantor not later than ten (10) days after receiving written
 32 notice of the suit.
- 33 (e) Indemnification includes court costs, reasonable attorney's
 34 fees, and expert witness fees incurred by the recreational vehicle
 35 dealer.
- 36 **Sec. 31. (a)** A recreational vehicle dealer, recreational vehicle
 37 manufacturer, recreational vehicle distributor, or warrantor
 38 injured by another party's violation of this chapter may bring a
 39 civil action in a circuit court or superior court having jurisdiction
 40 in the county in which the recreational vehicle dealer is located to
 41 recover actual damages.
- 42 (b) In an action involving more than one (1) recreational vehicle



1 dealer, the venue shall be in any county in which at least one (1) of
2 the recreational vehicle dealers that is a party to the action is
3 located.

4 (c) This subsection does not apply to a civil action for injunctive
5 relief. Before bringing a civil action under this section, the party
6 must serve a demand for mediation on the offending party as
7 follows:

8 (1) A demand for mediation shall be served upon the
9 offending party via certified mail at the address stated within
10 the recreational vehicle dealer agreement or, if the address is
11 not contained in the recreational vehicle dealer agreement or
12 the address is no longer valid, the address on the offending
13 party's license filed with the secretary. In the event of a civil
14 action between two (2) recreational vehicle dealers, the
15 demand must be mailed to the address on the recreational
16 vehicle dealer's license filed with the secretary.

17 (2) A demand for mediation must contain a brief statement of
18 the dispute and the relief sought by the party filing the
19 demand.

20 (3) Not later than twenty (20) days after the date a demand
21 for mediation is served, the parties shall mutually select an
22 independent mediator and meet with the mediator. The
23 meeting must take place in Indiana in a location selected by
24 the mediator. The mediator may extend the date of the
25 meeting for good cause shown by either party or upon
26 stipulation of both parties.

27 (d) Serving a demand for mediation acts as an agreement to stay
28 the filing of a civil action for a violation of this chapter until after
29 the parties have met with the mediator. If a civil action is filed
30 before the meeting with the mediator, the court shall enter an
31 order suspending the civil action until the meeting with the
32 mediator has occurred. The court may, upon written stipulation of
33 the parties, enter an order suspending the civil action for as long
34 as the court considers appropriate if the parties wish to continue
35 mediation.

36 (e) The parties to the mediation each bear the cost of attorney's
37 fees and must divide the cost of the mediator equally.

38 (f) In addition to the remedies provided in this section and
39 notwithstanding the existence of an additional remedy at law, a
40 recreational vehicle dealer, recreational vehicle manufacturer, or
41 recreational vehicle distributor may apply to a circuit court or
42 superior court having jurisdiction over the claim, upon a hearing



1 and for good cause shown, for a temporary or permanent
2 injunction, or both to restrain a party from violating or continuing
3 to violate a provision of this chapter or from failing or refusing to
4 comply with the requirements of this chapter. An injunction under
5 this subsection must be issued without bond. A single act in
6 violation of the provisions of this chapter is sufficient to authorize
7 the issuance of an injunction under this subsection.

8 **Sec. 32. (a)** The secretary may suspend or revoke the license of
9 a recreational vehicle manufacturer, recreational vehicle
10 distributor, or recreational vehicle dealer upon a finding of a
11 violation of this chapter.

12 **(b)** A person that violates this chapter, a rule established under
13 this article, or an order issued by the secretary under this chapter
14 is subject to a civil penalty of up to ten thousand dollars (\$10,000)
15 for each violation. Civil penalties recovered under this section shall
16 be paid to the state and deposited into the dealer enforcement
17 account established by IC 9-32-7-2.

18 **(c)** In addition to all other remedies, the secretary may seek the
19 following remedies against a person that violates, attempts to
20 violate, or assists in a violation of or an attempt to violate
21 IC 9-32-16:

22 **(1)** An injunction.

23 **(2)** Appointment of a receiver or conservator.

24 **(3)** A civil penalty not to exceed ten thousand dollars (\$10,000)
25 per violation.

26 **(4)** An action to enforce a civil penalty assessed under
27 subdivision (3).

28 Civil penalties recovered under this section shall be paid to the
29 state and deposited into the dealer enforcement account established
30 by IC 9-32-7-2.

