

SENATE BILL No. 484

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, 2025.

Doriot

January 13, 2025, read first time and referred to Committee on Homeland Security and Transportation.



First Regular Session of the 124th General Assembly (2025)

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 2024 Regular Session of the General Assembly.

SENATE BILL No. 484

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, 2025]: **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, 2025]: **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, 2025]: **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, 2025]: 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 ~~(+)~~ (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 ~~(+)~~ (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, 2025]: **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, 2025]: **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, 2025]: **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 vehicles to distinguish it as produced
31 or sold by the manufacturer and that may be used and protected as a
32 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 9-13-2-96, AS AMENDED BY P.L.198-2016,
36 SECTION 128, IS AMENDED TO READ AS FOLLOWS
37 [EFFECTIVE JULY 1, 2025]: **Sec. 96. (a) "Manufactured home"**
38 **means, except as provided in subsections (b) and (c), a structure that:**

39 (1) is assembled in a factory;

40 (2) bears a seal certifying that it was built in compliance with the
41 federal Manufactured Housing Construction and Safety Standards
42 Law (42 U.S.C. 5401 et seq.);



1 (3) is designed to be transported from the factory to another site
2 in one (1) or more units;

3 (4) is suitable for use as a dwelling in any season; and

4 (5) is more than thirty-five (35) feet long.

5 The term does not include a vehicle described in section ~~150(2)~~
6 **150(a)(2)** of this chapter.

7 (b) "Manufactured home", for purposes of IC 9-17-6, means either
8 of the following:

9 (1) A structure having the meaning set forth in the federal
10 Manufactured Housing Construction and Safety Standards Law of
11 1974 (42 U.S.C. 5401 et seq.).

12 (2) A mobile home.

13 This subsection expires June 30, 2016.

14 (c) "Manufactured home", for purposes of IC 9-22-1.7, has the
15 meaning set forth in IC 9-22-1.7-2.

16 SECTION 9. IC 9-13-2-103.6 IS ADDED TO THE INDIANA
17 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
18 [EFFECTIVE JULY 1, 2025]: **Sec. 103.6. "Model", for purposes of**
19 **IC 9-32-19, has the meaning set forth in IC 9-32-19-9.**

20 SECTION 10. IC 9-13-2-104.5 IS ADDED TO THE INDIANA
21 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
22 [EFFECTIVE JULY 1, 2025]: **Sec. 104.5. "Motor home", for**
23 **purposes of section 150 of this chapter and IC 9-32-19, has the**
24 **meaning set forth in IC 9-32-19-10.**

25 SECTION 11. IC 9-13-2-139.5 IS ADDED TO THE INDIANA
26 CODE AS A **NEW** SECTION TO READ AS FOLLOWS
27 [EFFECTIVE JULY 1, 2025]: **Sec. 139.5. "Proprietary part", for**
28 **purposes of IC 9-32-19, has the meaning set forth in IC 9-32-19-12.**

29 SECTION 12. IC 9-13-2-150, AS AMENDED BY P.L.198-2016,
30 SECTION 159, IS AMENDED TO READ AS FOLLOWS
31 [EFFECTIVE JULY 1, 2025]: Sec. 150. (a) "Recreational vehicle"
32 means a vehicle with or without motive power equipped **exclusively for**
33 **with** living quarters for persons traveling upon the highways. The term:

34 (1) does not include:

35 (A) a truck camper; or

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

37 (2) does include a vehicle that:

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

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

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



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

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

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

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

10 SECTION 13. IC 9-13-2-150.1 IS ADDED TO THE INDIANA
11 CODE AS A NEW SECTION TO READ AS FOLLOWS
12 [EFFECTIVE JULY 1, 2025]: **Sec. 150.1. "Recreational vehicle**
13 **dealer", for purposes of IC 9-32-11-25 and IC 9-32-19, has the**
14 **meaning set forth in IC 9-32-19-13.**

15 SECTION 14. IC 9-13-2-150.2 IS ADDED TO THE INDIANA
16 CODE AS A NEW SECTION TO READ AS FOLLOWS
17 [EFFECTIVE JULY 1, 2025]: **Sec. 150.2. "Recreational vehicle**
18 **dealer agreement", for purposes of IC 9-32-19, has the meaning set**
19 **forth in IC 9-32-19-14.**

20 SECTION 15. IC 9-13-2-150.4 IS ADDED TO THE INDIANA
21 CODE AS A NEW SECTION TO READ AS FOLLOWS
22 [EFFECTIVE JULY 1, 2025]: **Sec. 150.4. "Recreational vehicle**
23 **distributor", for purposes of IC 9-32-19, has the meaning set forth**
24 **in IC 9-32-19-15.**

25 SECTION 16. IC 9-13-2-150.6 IS ADDED TO THE INDIANA
26 CODE AS A NEW SECTION TO READ AS FOLLOWS
27 [EFFECTIVE JULY 1, 2025]: **Sec. 150.6. "Recreational vehicle**
28 **manufacturer", for purposes of IC 9-32-11-25 and IC 9-32-19, has**
29 **the meaning set forth in IC 9-32-19-16.**

30 SECTION 17. IC 9-13-2-186.1 IS ADDED TO THE INDIANA
31 CODE AS A NEW SECTION TO READ AS FOLLOWS
32 [EFFECTIVE JULY 1, 2025]: **Sec. 186.1. "Transient customer", for**
33 **purposes of IC 9-32-19, has the meaning set forth in IC 9-32-19-17.**

34 SECTION 18. IC 9-13-2-187.3 IS ADDED TO THE INDIANA
35 CODE AS A NEW SECTION TO READ AS FOLLOWS
36 [EFFECTIVE JULY 1, 2025]: **Sec. 187.3. "Travel trailer", for**
37 **purposes of section 150 of this chapter and IC 9-32-19, has the**
38 **meaning set forth in IC 9-32-19-18.**

39 SECTION 19. IC 9-13-2-198.3 IS ADDED TO THE INDIANA
40 CODE AS A NEW SECTION TO READ AS FOLLOWS
41 [EFFECTIVE JULY 1, 2025]: **Sec. 198.3. "Warrantor", for purposes**
42 **of IC 9-32-19, has the meaning set forth in IC 9-32-19-19.**



1 SECTION 20. IC 9-32-2.1-2.5 IS ADDED TO THE INDIANA
2 CODE AS A NEW SECTION TO READ AS FOLLOWS
3 [EFFECTIVE JULY 1, 2025]: **Sec. 2.5. "Area of sales**
4 **responsibility", for purposes of IC 9-32-11-25 and IC 9-32-19, has**
5 **the meaning set forth in IC 9-32-19-2.**

6 SECTION 21. IC 9-32-2.1-7.8 IS ADDED TO THE INDIANA
7 CODE AS A NEW SECTION TO READ AS FOLLOWS
8 [EFFECTIVE JULY 1, 2025]: **Sec. 7.8. "Camping trailer", for**
9 **purposes of IC 9-32-19, has the meaning set forth in IC 9-32-19-3.**

10 SECTION 22. IC 9-32-2.1-8.3 IS ADDED TO THE INDIANA
11 CODE AS A NEW SECTION TO READ AS FOLLOWS
12 [EFFECTIVE JULY 1, 2025]: **Sec. 8.3. "Coerce", for purposes of**
13 **IC 9-32-19, has the meaning set forth in IC 9-32-19-4.**

14 SECTION 23. IC 9-32-2.1-12.5 IS ADDED TO THE INDIANA
15 CODE AS A NEW SECTION TO READ AS FOLLOWS
16 [EFFECTIVE JULY 1, 2025]: **Sec. 12.5. (a) "Designated family**
17 **member", except as provided in subsection (b), has the meaning set**
18 **forth in IC 9-13-2-43(a).**

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

21 SECTION 24. IC 9-32-2.1-21.5 IS ADDED TO THE INDIANA
22 CODE AS A NEW SECTION TO READ AS FOLLOWS
23 [EFFECTIVE JULY 1, 2025]: **Sec. 21.5. "Factory campaign", for**
24 **purposes of IC 9-32-19, has the meaning set forth in IC 9-32-19-6.**

25 SECTION 25. IC 9-32-2.1-21.8 IS ADDED TO THE INDIANA
26 CODE AS A NEW SECTION TO READ AS FOLLOWS
27 [EFFECTIVE JULY 1, 2025]: **Sec. 21.8. "Fifth wheel travel trailer",**
28 **for purposes of IC 9-32-19, has the meaning set forth in**
29 **IC 9-32-19-7.**

30 SECTION 26. IC 9-32-2.1-28.5 IS ADDED TO THE INDIANA
31 CODE AS A NEW SECTION TO READ AS FOLLOWS
32 [EFFECTIVE JULY 1, 2025]: **Sec. 28.5. (a) "Line make", except as**
33 **provided in subsection (b), has the meaning set forth in**
34 **IC 9-13-2-93.5(a).**

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

37 SECTION 27. IC 9-32-2.1-31.5 IS ADDED TO THE INDIANA
38 CODE AS A NEW SECTION TO READ AS FOLLOWS
39 [EFFECTIVE JULY 1, 2025]: **Sec. 31.5. "Model", for purposes of**
40 **IC 9-32-19, has the meaning set forth in IC 9-32-19-9.**

41 SECTION 28. IC 9-32-2.1-31.8 IS ADDED TO THE INDIANA
42 CODE AS A NEW SECTION TO READ AS FOLLOWS



1 [EFFECTIVE JULY 1, 2025]: **Sec. 31.8. "Motor home", for**
 2 **purposes of IC 9-32-19, has the meaning set forth in IC 9-32-19-10.**

3 SECTION 29. IC 9-32-2.1-33, AS ADDED BY P.L.104-2024,
 4 SECTION 31, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 5 JULY 1, 2025]: Sec. 33. (a) "Person", **except as provided in**
 6 **subsection (b)**, does not include the state, an agency of the state, or a
 7 municipal corporation.

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

10 SECTION 30. IC 9-32-2.1-34.2 IS ADDED TO THE INDIANA
 11 CODE AS A NEW SECTION TO READ AS FOLLOWS
 12 [EFFECTIVE JULY 1, 2025]: **Sec. 34.2. "Proprietary part", for**
 13 **purposes of IC 9-32-19, has the meaning set forth in IC 9-32-19-12.**

14 SECTION 31. IC 9-32-2.1-34.5 IS ADDED TO THE INDIANA
 15 CODE AS A NEW SECTION TO READ AS FOLLOWS
 16 [EFFECTIVE JULY 1, 2025]: **Sec. 34.5. "Recreational vehicle**
 17 **dealer", for purposes of IC 9-32-11-25 and IC 9-32-19, has the**
 18 **meaning set forth in IC 9-32-19-13.**

19 SECTION 32. IC 9-32-2.1-34.6 IS ADDED TO THE INDIANA
 20 CODE AS A NEW SECTION TO READ AS FOLLOWS
 21 [EFFECTIVE JULY 1, 2025]: **Sec. 34.6. "Recreational vehicle dealer**
 22 **agreement", for purposes of IC 9-32-19, has the meaning set forth**
 23 **in IC 9-32-19-14.**

24 SECTION 33. IC 9-32-2.1-34.7 IS ADDED TO THE INDIANA
 25 CODE AS A NEW SECTION TO READ AS FOLLOWS
 26 [EFFECTIVE JULY 1, 2025]: **Sec. 34.7. "Recreational vehicle**
 27 **distributor", for purposes of IC 9-32-19, has the meaning set forth**
 28 **in IC 9-32-19-15.**

29 SECTION 34. IC 9-32-2.1-34.8 IS ADDED TO THE INDIANA
 30 CODE AS A NEW SECTION TO READ AS FOLLOWS
 31 [EFFECTIVE JULY 1, 2025]: **Sec. 34.8. "Recreational vehicle**
 32 **manufacturer", for purposes of IC 9-32-11-25 and IC 9-32-19, has**
 33 **the meaning set forth in IC 9-32-19-16.**

34 SECTION 35. IC 9-32-2.1-40.3 IS ADDED TO THE INDIANA
 35 CODE AS A NEW SECTION TO READ AS FOLLOWS
 36 [EFFECTIVE JULY 1, 2025]: **Sec. 40.3. "Transient customer", for**
 37 **purposes of IC 9-32-19, has the meaning set forth in IC 9-32-19-17.**

38 SECTION 36. IC 9-32-2.1-41.5 IS ADDED TO THE INDIANA
 39 CODE AS A NEW SECTION TO READ AS FOLLOWS
 40 [EFFECTIVE JULY 1, 2025]: **Sec. 41.5. "Travel trailer", for**
 41 **purposes of IC 9-32-19, has the meaning set forth in IC 9-32-19-18.**

42 SECTION 37. IC 9-32-2.1-45.5 IS ADDED TO THE INDIANA



1 CODE AS A **NEW SECTION** TO READ AS FOLLOWS
 2 [EFFECTIVE JULY 1, 2025]: **Sec. 45.5. "Warrantor", for purposes**
 3 **of IC 9-32-19, has the meaning set forth in IC 9-32-19-19.**

4 SECTION 38. IC 9-32-7-2, AS AMENDED BY P.L.120-2020,
 5 SECTION 54, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 6 JULY 1, 2025]: Sec. 2. (a) The dealer enforcement account is
 7 established as a separate account to be administered by the secretary.

8 (b) The dealer enforcement account consists of money deposited
 9 pursuant to:

- 10 (1) IC 9-32-4-1(d);
 11 (2) IC 9-32-16-1(f);
 12 (3) IC 9-32-16-13(d);
 13 (4) IC 9-32-17-1;
 14 (5) IC 9-32-17-7; **and**
 15 (6) IC 9-32-17-9; **and**
 16 **(7) IC 9-32-19-32.**

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

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

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

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

29 SECTION 39. IC 9-32-11-25 IS ADDED TO THE INDIANA
 30 CODE AS A **NEW SECTION** TO READ AS FOLLOWS
 31 [EFFECTIVE JULY 1, 2025]: **Sec. 25. (a) This section applies to a**
 32 **recreational vehicle show held on a Sunday.**

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

36 **(c) At a recreational vehicle show, a recreational vehicle dealer**
 37 **may display or sell a line make only in the recreational vehicle**
 38 **dealer's area of sales responsibility.**

39 **(d) If a recreational vehicle dealer fails to provide adequate**
 40 **representation at a recreational vehicle show, a recreational**
 41 **vehicle manufacturer may assign the rights to participate in the**
 42 **sanctioned recreational vehicle show to another recreational**



1 vehicle dealer.

2 (e) A recreational vehicle manufacturer may designate
3 recreational vehicle dealer participation in recreational vehicle
4 shows and rallies. However, for a recreational vehicle show that
5 occurs in a recreational vehicle dealer's area of sales responsibility,
6 the recreational vehicle dealer shall be given an exclusive right to
7 participate.

8 (f) A recreational vehicle dealer may sell or offer to sell, directly
9 or indirectly, recreational vehicles on Sundays, if the dealer is
10 participating in a recreational vehicle show.

11 SECTION 40. IC 9-32-19 IS ADDED TO THE INDIANA CODE
12 AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE
13 JULY 1, 2025]:

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

15 **Sec. 1. This chapter applies to a written agreement between a**
16 **recreational vehicle manufacturer or recreational vehicle**
17 **distributor and a recreational vehicle dealer licensed by the**
18 **secretary under this article, unless otherwise provided by a written**
19 **agreement.**

20 **Sec. 2. As used in this chapter, "area of sales responsibility"**
21 **means the geographical area within which a recreational vehicle**
22 **dealer has the exclusive right to display or sell the manufacturer's**
23 **new recreational vehicles of a particular line make to the retail**
24 **public.**

25 **Sec. 3. As used in this chapter, "camping trailer" means a motor**
26 **vehicle that contains a collapsible structure mounted on wheels**
27 **that is towed by a motor vehicle and provides living quarters for**
28 **recreational use, camping, or traveling.**

29 **Sec. 4. As used in this chapter, "coerce" means threatening to:**

- 30 (1) terminate, cancel, or refuse to renew a recreational vehicle
31 dealer agreement without good cause; or
32 (2) withhold product lines or delay product delivery in order
33 to obtain an amendment to a recreational vehicle dealer
34 agreement.

35 **Sec. 5. As used in this chapter, "designated family member"**
36 **means the:**

- 37 (1) spouse;
38 (2) child;
39 (3) grandchild;
40 (4) parent;
41 (5) sibling;
42 (6) niece;



1 (7) nephew; or

2 (8) spouse of an individual under subdivision (2) through (7);
 3 of a recreational vehicle dealer who has been nominated as the
 4 successor for the recreational vehicle dealer under a written
 5 agreement filed by the recreational vehicle dealer with the
 6 recreational vehicle manufacturer or recreational vehicle
 7 distributor.

8 Sec. 6. As used in this chapter, "factory campaign" means the
 9 effort on the part of a warrantor to contact recreational vehicle
 10 owners or recreational vehicle dealers to address an issue with a
 11 part or the equipment of a particular line make or model of a
 12 recreational vehicle.

13 Sec. 7. As used in this chapter, "fifth wheel travel trailer" means
 14 a motor vehicle mounted on wheels that provides living quarters
 15 for recreational use, travel, or camping and does not require a
 16 special highway permit. A fifth wheel travel trailer is designed to
 17 be towed by a motor vehicle that contains a towing mechanism
 18 mounted above or forward of the rear axle of the tow vehicle.

19 Sec. 8. As used in this chapter, "line make" means the specific
 20 series of recreational vehicle that:

- 21 (1) is identified by a common series trade name or trademark;
- 22 (2) the recreational vehicle dealer agreement authorizes a
 23 recreational vehicle dealer to sell;
- 24 (3) is targeted to a particular market segment as determined
 25 by the decor, features, equipment, size, weight, and price of
 26 the recreational vehicle;
- 27 (4) has lengths and interior floor plans that distinguish the
 28 recreational vehicle from another recreational vehicle of
 29 similar decor, features, equipment, size, weight, and price;
 30 and
- 31 (5) belongs to a single, distinct classification of recreational
 32 vehicles with a substantial degree of commonality in the
 33 construction of the chassis, frame, and body of the
 34 recreational vehicle.

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

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

42 Sec. 11. As used in this chapter, "person" has the meaning set



1 forth in IC 9-13-2-124.

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

4 (1) manufactured by or for the recreational vehicle
5 manufacturer; and

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

7 **Sec. 13.** As used in this chapter, "recreational vehicle dealer"
8 means a person that is required to be licensed by the secretary to
9 sell new recreational vehicles under this chapter, or the officers,
10 agents, or employees of the person.

11 **Sec. 14.** As used in this chapter, "recreational vehicle dealer
12 agreement" means a written instrument between a recreational
13 vehicle manufacturer or recreational vehicle distributor and a
14 recreational vehicle dealer that determines the rights and
15 responsibilities of the parties under which the recreational vehicle
16 dealer sells recreational vehicles in the area of sales responsibility.

17 **Sec. 15.** As used in this chapter, "recreational vehicle
18 distributor" means a person, other than a recreational vehicle
19 manufacturer, that is engaged in the business of selling new
20 recreational vehicles to recreational vehicle dealers in the state, or
21 the officers, agents, or employees of the person.

22 **Sec. 16.** As used in this chapter, "recreational vehicle
23 manufacturer" means a person that engages in the business of
24 manufacturing, constructing, or assembling new recreational
25 vehicles.

26 **Sec. 17.** As used in this chapter, "transient customer" means an
27 individual who is temporarily traveling through a recreational
28 vehicle dealer's area of sales responsibility.

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

33 **Sec. 19. (a)** As used in this chapter, "warrantor" means a person
34 that gives a warranty in connection with a new recreational vehicle
35 or the parts, accessories, or components of the new recreational
36 vehicle.

37 **(b)** The term does not include service contracts, mechanical or
38 other insurance, or extended warranties sold for separate
39 consideration by a recreational vehicle dealer or any other person
40 that does not have a written agreement with a recreational vehicle
41 manufacturer or recreational vehicle distributor.

42 **Sec. 20. (a)** Except as otherwise provided by law, a recreational



1 vehicle manufacturer or recreational vehicle distributor may not
2 sell recreational vehicles in Indiana to a recreational vehicle dealer
3 unless the parties enter into a written recreational vehicle dealer
4 agreement under this chapter.

5 (b) Except as otherwise provided by law, a recreational vehicle
6 dealer may not sell a new recreational vehicle in Indiana unless the
7 parties enter into a written recreational vehicle dealer agreement
8 with a recreational vehicle manufacturer or recreational vehicle
9 distributor.

10 (c) The recreational vehicle manufacturer or recreational
11 vehicle distributor shall designate the area of sales responsibility
12 exclusively assigned to the recreational vehicle dealer in the
13 recreational vehicle dealer agreement, and a recreational vehicle
14 dealer may not sell outside the area of sales responsibility listed in
15 the recreational vehicle dealer agreement.

16 (d) Without the consent of the parties, the recreational vehicle
17 manufacturer or recreational vehicle distributor may not review
18 or change the area of sales responsibility designated under
19 subsection (c) for a duration that shall be stated in the written
20 recreational vehicle dealer agreement.

21 (e) The recreational vehicle manufacturer or recreational
22 vehicle distributor may not contract with another recreational
23 vehicle dealer for the sale of the same line make in the area of sales
24 responsibility designated to the recreational vehicle dealer under
25 subsection (c) for the duration of the recreational vehicle dealer
26 agreement.

27 (f) A recreational vehicle manufacturer may not issue a policy
28 or procedure that violates or substantially alters a provision of the
29 recreational vehicle dealer agreement for the duration of the
30 recreational vehicle dealer agreement.

31 (g) A recreational vehicle manufacturer shall distribute new
32 recreational vehicles to recreational vehicle dealers in a fair and
33 equitable manner.

34 (h) A recreational vehicle manufacturer shall agree to provide
35 to a recreational vehicle dealer adequate technical data to perform
36 proper service and repairs.

37 **Sec. 21. (a)** A recreational vehicle manufacturer or recreational
38 vehicle distributor may not terminate, cancel, or refuse to renew
39 all or part of a recreational vehicle dealer agreement without good
40 cause.

41 (b) The burden of proof to show good cause is on the
42 recreational vehicle manufacturer or recreational vehicle



1 distributor that is a party to the recreational vehicle dealer
2 agreement.

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

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

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

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

11 (4) The effect of the proposed termination, cancellation, or
12 refusal to renew the recreational vehicle dealer agreement on
13 the community.

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

16 (6) The recreational vehicle dealer's failure to follow agreed
17 upon procedures and standards for the overall operation of
18 the recreational vehicle dealer consistent with Indiana law
19 and the recreational vehicle dealer agreement.

20 (7) The recreational vehicle dealer's performance of the terms
21 of the recreational vehicle dealer agreement.

22 (d) Except as otherwise provided in this chapter, a recreational
23 vehicle manufacturer or recreational vehicle distributor shall
24 provide written notice to a recreational vehicle dealer at least one
25 hundred twenty (120) days before the recreational vehicle
26 manufacturer or recreational vehicle distributor terminates,
27 cancels, or refuses to renew a recreational vehicle dealer
28 agreement for good cause.

29 (e) A written notice under subsection (d) must provide the
30 recreational vehicle dealer with all of the reasons the recreational
31 vehicle manufacturer or recreational vehicle distributor intends to
32 terminate, cancel, or refuse to renew the recreational vehicle dealer
33 agreement.

34 (f) Not later than thirty (30) days after receiving the written
35 notice under subsection (d), if the recreational vehicle dealer
36 provides the recreational vehicle manufacturer or recreational
37 vehicle distributor with written notice of the intent to cure all
38 claimed deficiencies, the recreational vehicle dealer must cure the
39 claimed deficiencies not later than one hundred twenty (120) days
40 after receiving the written notice.

41 (g) If the recreational vehicle dealer cures the claimed
42 deficiencies under subsection (f), the recreational vehicle



1 manufacturer or recreational vehicle distributor may not
 2 terminate, cancel, or refuse to renew the recreational vehicle dealer
 3 agreement.

4 (h) The recreational vehicle manufacturer or recreational
 5 vehicle distributor may terminate, cancel, or refuse to renew the
 6 recreational vehicle dealer agreement:

7 (1) thirty (30) days after receipt of the written notice under
 8 subsection (d), if the recreational vehicle dealer fails to
 9 provide the recreational vehicle manufacturer or recreational
 10 vehicle distributor with written notice of the recreational
 11 vehicle dealer's intent to cure the claimed deficiencies; or

12 (2) one hundred twenty (120) days after receipt of the written
 13 notice under subsection (d), if the recreational vehicle dealer
 14 fails to cure the claimed deficiencies not later than one
 15 hundred twenty (120) days after receiving the written notice.

16 (i) The written notice period under subsection (d) may be
 17 reduced to thirty (30) days if the reason for terminating, canceling,
 18 or refusing to renew the recreational vehicle dealer agreement
 19 under this section is because of one (1) or more of the following
 20 factors:

21 (1) A recreational vehicle dealer is:

22 (A) convicted of; or

23 (B) entering a plea of nolo contendere to;
 24 a felony offense.

25 (2) The recreational vehicle dealer has abandoned or closed
 26 business operations for at least ten (10) consecutive business
 27 days, unless the abandonment or closure is due to:

28 (A) an act of God;

29 (B) a strike;

30 (C) labor difficulty; or

31 (D) a cause that is outside of the control of the recreational
 32 vehicle dealer.

33 (3) A significant misrepresentation by the recreational vehicle
 34 dealer was made that materially affects the business
 35 relationship between the recreational vehicle dealer and the
 36 recreational vehicle manufacturer or recreational vehicle
 37 distributor.

38 (4) The secretary has suspended, revoked, or refused to renew
 39 the license of the recreational vehicle dealer.

40 (j) The written notice provisions under this section do not apply
 41 if the reason for terminating, canceling, or refusing to renew the
 42 recreational vehicle dealer agreement is a declaration of:



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- (1) insolvency;**
 - (2) an assignment for the benefit of a creditor; or**
 - (3) bankruptcy;**
- of the recreational vehicle dealer.**

Sec. 22. (a) A recreational vehicle dealer may terminate, cancel, or fail to renew all or part of a recreational vehicle dealer agreement at any time by giving at least thirty (30) days written notice to the recreational vehicle manufacturer or recreational vehicle distributor that is a party to the recreational vehicle dealer agreement.

(b) If the termination, cancellation, or nonrenewal is for good cause, then the recreational vehicle dealer has the burden of proof to show good cause.

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

(1) A recreational vehicle manufacturer or recreational vehicle distributor:

- (A) is convicted of; or**
 - (B) enters a plea of nolo contendere;**
- to a felony offense.**

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

- (A) an act of God;**
- (B) a strike;**
- (C) labor difficulty; or**
- (D) another cause that is not within the control of the recreational vehicle manufacturer or recreational vehicle distributor.**

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

(4) A material violation of the recreational vehicle dealer agreement occurred by the recreational vehicle manufacturer or recreational vehicle distributor, which is not cured not later than one hundred twenty (120) days after receiving written notice of the violation.

(5) A declaration of:

- (A) insolvency;**
- (B) assignment for the benefit of creditors; or**



1 (C) bankruptcy;
2 of the recreational vehicle manufacturer or recreational
3 vehicle distributor.
4 (6) Coercion committed by the recreational vehicle
5 manufacturer or recreational vehicle distributor.
6 (7) A violation of area of sales responsibility protections, or
7 allowing other recreational vehicle dealers to violate such
8 protections.
9 Sec. 23. (a) A recreational vehicle manufacturer or recreational
10 vehicle distributor may not coerce or attempt to coerce a
11 recreational vehicle dealer to:
12 (1) purchase a product that the recreational vehicle dealer did
13 not order;
14 (2) enter into a recreational vehicle dealer agreement with the
15 recreational vehicle manufacturer or recreational vehicle
16 distributor;
17 (3) take an action that is unfair or unreasonable to the
18 recreational vehicle dealer;
19 (4) enter into a recreational vehicle dealer agreement that
20 requires the recreational vehicle dealer to submit disputes to
21 binding arbitration or otherwise waive rights or
22 responsibilities provided under this chapter; or
23 (5) forego exercising a right authorized by a recreational
24 vehicle dealer agreement or this chapter.
25 (b) The recreational vehicle dealer bears the burden of proving
26 coercion under this section.
27 Sec. 24. (a) If a recreational vehicle dealer terminates, cancels,
28 or refuses to renew the recreational vehicle dealer agreement for
29 good cause, the recreational vehicle manufacturer, at the election
30 of the dealer, shall repurchase the inventory of the recreational
31 vehicle dealer not later than forty-five (45) days after the
32 termination, cancellation, or refusal to renew the recreational
33 vehicle dealer agreement as follows:
34 (1) All new, unused, except for demonstration purposes,
35 untitled recreational vehicles that have not been altered or
36 damaged and that were acquired from the recreational
37 vehicle manufacturer or recreational vehicle distributor
38 within eighteen (18) months of the date of the notice of
39 termination, cancellation, or nonrenewal, at one hundred
40 percent (100%) of the net invoice cost, including
41 transportation, less applicable rebates, and discounts to the
42 dealer. If a repurchased vehicle is damaged, the amount due



1 to the recreational vehicle dealer shall be reduced by the cost
 2 to repair the damaged vehicle. Damage prior to delivery to
 3 the recreational vehicle dealer will not disqualify repurchase
 4 under this subsection.

5 (2) One hundred five percent (105%) of the original net price
 6 paid to the recreational vehicle manufacturer or recreational
 7 vehicle distributor to compensate the recreational vehicle
 8 dealer for handling, packing, and shipping costs for all
 9 undamaged accessories and proprietary parts sold to the
 10 recreational vehicle dealer not more than twelve (12) months
 11 before the termination, cancellation, or refusal to renew the
 12 recreational vehicle dealer agreement if accompanied by the
 13 original invoice.

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

- 17 (A) properly functioning diagnostic equipment;
- 18 (B) special tools;
- 19 (C) signs; and
- 20 (D) any other equipment and machinery;

21 if purchased by the recreational vehicle dealer not more than
 22 five (5) years before the termination, cancellation, or refusal
 23 to renew the recreational vehicle dealer agreement upon the
 24 recreational vehicle manufacturer's or recreational vehicle
 25 distributor's request that can no longer be used in the normal
 26 course of the recreational vehicle dealer's ongoing business.

27 (b) A recreational vehicle manufacturer or recreational vehicle
 28 distributor shall pay in full for inventory repurchased under this
 29 section before the recreational vehicle is surrendered by the
 30 recreational vehicle dealer. Once the recreational vehicle dealer
 31 receives full payment under subsection (a), the recreational vehicle
 32 dealer shall immediately surrender the recreational vehicle to the
 33 recreational vehicle manufacturer or recreational vehicle
 34 distributor.

35 (c) If the recreational vehicle dealer agreement is terminated,
 36 canceled, or not renewed by the recreational vehicle manufacturer
 37 or recreational vehicle distributor without good cause, in violation
 38 of section 22 of this chapter, then the recreational vehicle
 39 manufacturer or recreational vehicle distributor shall repurchase
 40 recreational vehicle dealer inventory, equipment, and parts as
 41 provided in this section.

42 (d) A recreational vehicle dealer may sell the remaining



1 inventory that is not repurchased under subsection (a).

2 (e) A recreational vehicle dealer may:

- 3 (1) sell the remaining inventory of a particular line make or
 4 model after the recreational vehicle dealer agreement is
 5 terminated, canceled, or not renewed by the recreational
 6 vehicle manufacturer or recreational vehicle distributor; or
 7 (2) if recreational vehicles of a line make or model that is
 8 subject to the terminated, canceled, or not renewed
 9 recreational vehicle dealer agreement are not repurchased
 10 under subsection (a), continue to sell the recreational vehicles
 11 in the recreational vehicle dealer's inventory until the
 12 recreational vehicles are no longer in the recreational vehicle
 13 dealer's inventory.

14 **Sec. 25.** If a recreational vehicle dealer takes on an additional
 15 line make that competes directly with the current line make, the
 16 recreational vehicle dealer shall provide written notice to the
 17 recreational vehicle manufacturer or recreational vehicle
 18 distributor with whom the recreational vehicle dealer has a
 19 recreational vehicle dealer agreement at least thirty (30) days
 20 before entering into a recreational vehicle dealer agreement with
 21 the recreational vehicle manufacturer or recreational vehicle
 22 distributor of the additional line make.

23 **Sec. 26. (a)** A recreational vehicle dealer shall provide written
 24 notice to the recreational vehicle manufacturer or recreational
 25 vehicle distributor with whom the recreational vehicle dealer has
 26 a recreational vehicle dealer agreement if the recreational vehicle
 27 dealer desires to make a change in the ownership of the
 28 recreational vehicle dealer at least ten (10) business days before
 29 closing. The written notice under this subsection must include all
 30 supporting documentation necessary to assist the recreational
 31 vehicle manufacturer or recreational vehicle distributor in
 32 determining whether to object to the change in ownership.

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

- 37 (1) The prospective new owner has previously had a
 38 recreational vehicle dealer agreement terminated for good
 39 cause by a recreational vehicle manufacturer or recreational
 40 vehicle distributor.
 41 (2) The prospective new owner has been convicted of a felony
 42 or a crime of fraud, deceit, or moral turpitude.



- 1 **(3) The prospective new owner lacks a license required by**
- 2 **law.**
- 3 **(4) The prospective new owner does not have an active line of**
- 4 **credit sufficient to purchase recreational vehicles under the**
- 5 **recreational vehicle dealer agreement.**
- 6 **(5) In the ten (10) years preceding the prospective change in**
- 7 **ownership, the prospective new owner has:**
- 8 **(A) made a declaration of:**
- 9 **(i) insolvency;**
- 10 **(ii) an assignment for the benefit of creditors; or**
- 11 **(iii) bankruptcy; or**
- 12 **(B) had the appointment of a receiver, trustee, or**
- 13 **conservator to take possession of the prospective new**
- 14 **owner's business or property.**
- 15 **(c) A recreational vehicle manufacturer or recreational vehicle**
- 16 **distributor shall answer the written notice under subsection (a) not**
- 17 **later than seven (7) business days after receiving the written notice**
- 18 **and provide the recreational vehicle dealer with any objections to**
- 19 **the proposed change of ownership. The answer under this**
- 20 **subsection must include the reasons for the objection. The**
- 21 **recreational vehicle manufacturer or recreational vehicle**
- 22 **distributor has the burden of proof regarding the reasons**
- 23 **contained in its objection. If the recreational vehicle manufacturer**
- 24 **or recreational vehicle distributor does not timely answer the**
- 25 **written notice under subsection (a), the change of ownership is**
- 26 **deemed approved.**
- 27 **Sec. 27. (a) This section does not apply to a recreational vehicle**
- 28 **dealer if the recreational vehicle dealer agreement or other written**
- 29 **agreement includes the recreational vehicle dealer's designation of**
- 30 **a successor who is not the designated family member of the**
- 31 **recreational vehicle dealer.**
- 32 **(b) A designated family member of a deceased or incapacitated**
- 33 **recreational vehicle dealer may succeed the recreational vehicle**
- 34 **dealer if the recreational vehicle manufacturer or recreational**
- 35 **vehicle distributor determines that the existing recreational vehicle**
- 36 **dealer agreement should be honored.**
- 37 **(c) A recreational vehicle manufacturer or recreational vehicle**
- 38 **distributor may object to a succession under this section for good**
- 39 **cause. The burden is on the recreational vehicle manufacturer or**
- 40 **recreational vehicle distributor to show good cause for the**
- 41 **following reasons:**
- 42 **(1) The designated family member has been convicted of a**



1 felony or a crime of fraud, deceit, or moral turpitude.

2 (2) The designated family member declared insolvency or
3 bankruptcy during the ten (10) years before succession is set
4 to occur.

5 (3) The designated family member breached a prior
6 recreational vehicle dealer agreement.

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

9 (5) The designated family member lacks a license required by
10 law.

11 (d) A designated family member may not succeed a recreational
12 vehicle dealer if the succession involves, without the recreational
13 vehicle manufacturer's or recreational vehicle distributor's
14 consent, a relocation of the business or an alteration of the terms
15 and conditions of the recreational vehicle dealer agreement.

16 Sec. 28. (a) A new recreational vehicle dealer is liable for
17 damage to a new recreational vehicle after the recreational vehicle
18 is delivered to the carrier or transporter only if the new
19 recreational vehicle dealer selects the method and mode of
20 transportation and the carrier or transporter. In all other
21 instances, the recreational vehicle manufacturer or recreational
22 vehicle distributor is liable for carrier related damage to a new
23 recreational vehicle.

24 (b) A recreational vehicle dealer that receives a damaged
25 recreational vehicle under this section may:

26 (1) request authorization from the recreational vehicle
27 manufacturer or recreational vehicle distributor to correct
28 the damage; or

29 (2) reject the recreational vehicle under subsection (c).

30 If the recreational vehicle manufacturer or recreational vehicle
31 distributor does not authorize the repair not later than ten (10)
32 days after receiving notice of the damage, or if the recreational
33 vehicle dealer rejects the recreational vehicle because of the
34 damage, ownership of the new recreational vehicle reverts to the
35 recreational vehicle manufacturer or recreational vehicle
36 distributor.

37 (c) A recreational vehicle dealer may inspect and reject a
38 damaged recreational vehicle in a timely manner as determined by
39 a recreational vehicle dealer agreement, but not less than two (2)
40 business days after the physical delivery of the recreational vehicle.

41 (d) A recreational vehicle dealer may reject a recreational
42 vehicle that has an unreasonable amount of miles on the odometer.



1 **The distance between the recreational vehicle manufacturer's**
 2 **factory or recreational vehicle distributor and the recreational**
 3 **vehicle dealer plus one hundred (100) miles is a reasonable amount**
 4 **of miles on the odometer.**

5 **(e) A recreational vehicle dealer shall exercise due care in**
 6 **custody of the damaged recreational vehicle, but the recreational**
 7 **vehicle dealer shall have no other obligations, financial or**
 8 **otherwise, with respect to the damaged recreational vehicle.**

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

10 **(1) Provide a list of the warrantor's obligations to the**
 11 **recreational vehicle dealer for the preparation, delivery, and**
 12 **warranty service for products.**

13 **(2) Compensate the recreational vehicle dealer for warranty**
 14 **services performed by the recreational vehicle dealer covered**
 15 **by the warrantor.**

16 **(3) Provide the recreational vehicle dealer with a schedule of**
 17 **compensation to be paid and the time allowances to perform**
 18 **diagnostic work and warranty services on a recreational**
 19 **vehicle.**

20 **(b) The schedule of compensation under subsection (a)(3) must**
 21 **include reasonable compensation for diagnostic work as well as**
 22 **warranty labor. If the schedule of compensation required by this**
 23 **section does not include a particular repair, the warrantor shall**
 24 **reimburse the recreational vehicle dealer for warranty service for**
 25 **the actual time worked, unless the warrantor demonstrates that the**
 26 **actual time worked was unreasonable. In such event, the**
 27 **recreational vehicle dealer shall be paid a reasonable sum.**

28 **(c) Time allowances to perform diagnostic work and warranty**
 29 **services must be reasonable.**

30 **(d) Compensation of a recreational vehicle dealer for warranty**
 31 **services may not be less than the lowest retail labor rate charged**
 32 **by the recreational vehicle dealer in the ordinary course of**
 33 **business for substantially similar labor that is not a warranty**
 34 **service.**

35 **(e) A warrantor shall reimburse the recreational vehicle dealer**
 36 **for:**

37 **(1) a warranty part at wholesale cost;**

38 **(2) at least thirty percent (30%) of the wholesale cost as a**
 39 **handling charge; and**

40 **(3) the cost of freight to return the part to the warrantor if the**
 41 **return is required by the warrantor.**

42 **(f) If a warranty part is sent to the recreational vehicle dealer**



1 at no cost, the recreational vehicle dealer is entitled to payment of
2 thirty percent (30%) of the wholesale cost of the warranty part
3 from the warrantor as a handling charge. The handling charge for
4 a warranty part may not exceed three hundred dollars (\$300). A
5 recreational vehicle dealer may return unused parts to the
6 warrantor for credit after completion of the warranty services if
7 the parts are in excess of what the recreational vehicle dealer
8 requires.

9 (g) A warrantor may conduct a warranty audit of a recreational
10 vehicle dealer's records on a reasonable basis.

11 (h) A warrantor may not deny a claim for warranty
12 compensation by a recreational vehicle dealer except for good
13 cause. Good cause includes:

- 14 (1) performing nonwarranty repairs;
- 15 (2) material noncompliance with the warrantor's published
16 policies and procedures;
- 17 (3) lack of material documentation; and
- 18 (4) fraud or misrepresentation on the part of the recreational
19 vehicle dealer.

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

23 (j) A recreational vehicle dealer shall notify the warrantor
24 verbally or in writing as soon as is reasonably possible if the
25 recreational vehicle dealer is unable or unwilling to perform a
26 warranty repair.

27 (k) A warrantor shall disapprove a warranty claim in writing
28 not later than forty-five (45) days after the warranty claim is
29 submitted by the recreational vehicle dealer in a manner and form
30 prescribed by the warrantor. A warranty claim not disapproved
31 under this subsection is approved and must be paid not later than
32 sixty (60) days after receiving the submitted warranty claim from
33 the recreational vehicle dealer.

34 (l) A warrantor may ship parts to the dealer to affect the
35 campaign work, and, if such parts are in excess of the dealer's
36 requirements, the dealer may return unused parts to the warrantor
37 for credit after completion of the campaign.

38 (m) A warrantor may not:

- 39 (1) fail to perform warranty obligations;
- 40 (2) fail to include the expected date by which parts and
41 equipment will be available to the recreational vehicle dealer
42 to perform warranty services in the written notice of factory



- 1 campaigns to recreational vehicle owners and recreational
 2 vehicle dealers;
- 3 (3) fail to compensate a recreational vehicle dealer for
 4 authorized repairs performed by the recreational vehicle
 5 dealer of merchandise damaged during the manufacturing
 6 process or in transit to the recreational vehicle dealer, if the
 7 carrier is designated by the warrantor;
- 8 (4) fail to compensate a recreational vehicle dealer for
 9 authorized warranty service in accordance with the time
 10 allowances set in the schedule of compensation if performed
 11 in a timely and competent manner;
- 12 (5) intentionally misrepresent to purchasers of recreational
 13 vehicles that warranties with respect to the manufacture,
 14 performance, or design of the recreational vehicle are made
 15 by the recreational vehicle dealer as a warrantor or a
 16 cowarrantor; or
- 17 (6) require the recreational vehicle dealer to make warranties
 18 to customers in any manner related to the manufacture of the
 19 recreational vehicle.
- 20 (n) A recreational vehicle dealer may not:
- 21 (1) fail to perform predelivery inspection functions, as
 22 specified by the warrantor, in a competent and timely
 23 manner;
- 24 (2) fail to perform warranty services authorized by the
 25 warrantor in a reasonably competent and timely manner on
 26 a transient customer's recreational vehicle of the same line
 27 make unless the recreational vehicle dealer determines that
 28 the customer is acting in a manner detrimental to the
 29 recreational vehicle dealer's business;
- 30 (3) fail to track actual time worked to perform warranty
 31 services not governed by time allowances in the schedule of
 32 compensation;
- 33 (4) claim an agency relationship with a warrantor, a
 34 recreational vehicle manufacturer, or a recreational vehicle
 35 distributor; or
- 36 (5) misrepresent the terms of a warranty.
- 37 **Sec. 30. (a)** Notwithstanding the terms of a recreational vehicle
 38 dealer agreement, a warrantor may not fail to indemnify, defend,
 39 and hold harmless a recreational vehicle dealer against any losses
 40 or damages to the extent the losses or damages are caused by the
 41 negligence or willful misconduct of the warrantor.
- 42 (b) A recreational vehicle dealer may not be denied



1 indemnification or a defense for failing to discover, disclose, or
 2 remedy a defect in the design or manufacture of the recreational
 3 vehicle.

4 (c) A recreational vehicle dealer may not fail to indemnify,
 5 defend, and hold harmless the warrantor against any losses or
 6 damages to the extent such losses or damages are caused by the
 7 negligence or willful misconduct of the recreational vehicle dealer.

8 (d) A recreational vehicle dealer shall provide to the warrantor
 9 a copy of any suit in which allegations are made against the
 10 warrantor not later than ten (10) days after receiving written
 11 notice of the suit.

12 (e) Indemnification includes court costs, reasonable attorney's
 13 fees, and expert witness fees incurred by the recreational vehicle
 14 dealer.

15 (f) Subsections (a) through (e) apply after a recreational vehicle
 16 is titled.

17 (g) A warrantor shall provide to the recreational vehicle dealer
 18 a copy of any suit in which allegations are made against the
 19 warrantor not later than ten (10) days after receiving notice of the
 20 suit.

21 **Sec. 31. (a)** A recreational vehicle dealer, recreational vehicle
 22 manufacturer, recreational vehicle distributor, or warrantor
 23 injured by another party's violation of this chapter may bring a
 24 civil action in a circuit court or superior court having jurisdiction
 25 in the county in which the recreational vehicle dealer is located to
 26 recover actual damages.

27 (b) In an action involving more than one (1) recreational vehicle
 28 dealer, the venue shall be in any county in which at least one (1) of
 29 the recreational vehicle dealers that is a party to the action is
 30 located.

31 (c) This subsection does not apply to a civil action for injunctive
 32 relief. Before bringing a civil action under this section, the party
 33 must serve a written demand for mediation on the offending party
 34 as follows:

35 (1) A demand for mediation shall be served upon the
 36 offending party via certified mail at the address stated within
 37 the recreational vehicle dealer agreement or, if the address is
 38 not contained in the recreational vehicle dealer agreement or
 39 the address is no longer valid, the address on the offending
 40 party's license filed with the secretary. In the event of a civil
 41 action between two (2) recreational vehicle dealers, the
 42 demand must be mailed to the address on the recreational



1 vehicle dealer's license filed with the secretary.

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

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

12 (d) Serving a demand for mediation acts as an agreement to stay
13 the filing of a civil action for a violation of this chapter until after
14 the parties have met with the mediator. If a civil action is filed
15 before the meeting with the mediator, the court shall enter an
16 order suspending the civil action until the meeting with the
17 mediator has occurred. The court may, upon written stipulation of
18 the parties, enter an order suspending the civil action for as long
19 as the court considers appropriate if the parties wish to continue
20 mediation.

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

23 (f) In addition to the remedies provided in this section and
24 notwithstanding the existence of an additional remedy at law, a
25 recreational vehicle dealer, recreational vehicle manufacturer, or
26 recreational vehicle distributor may apply to a circuit court or
27 superior court having jurisdiction over the claim, upon a hearing
28 and for good cause shown, for a temporary or permanent
29 injunction, or both, to restrain a party from violating or continuing
30 to violate a provision of this chapter or from failing or refusing to
31 comply with the requirements of this chapter. An injunction under
32 this subsection must be issued without bond. A single act in
33 violation of the provisions of this chapter is sufficient to authorize
34 the issuance of an injunction under this subsection.

35 Sec. 32. (a) The secretary may suspend or revoke the license of
36 a recreational vehicle manufacturer, recreational vehicle
37 distributor, or recreational vehicle dealer upon a finding of a
38 violation of this chapter.

39 (b) A person that violates this chapter, a rule established under
40 this article, or an order issued by the secretary under this chapter
41 is subject to a civil penalty of up to one thousand dollars (\$1,000)
42 for each violation. Civil penalties recovered under this section shall



1 **be paid to the state and deposited into the dealer enforcement**
2 **account established by IC 9-32-7-2.**

