

§ 63-17-201. Definitions.

As used in Sections 63-17-201 through 63-17-221, the following terms shall have the meanings ascribed unless the context clearly indicates otherwise:

- (a)** “Area of sales responsibility” means the geographical area, agreed to by the dealer and the manufacturer in the manufacturer-dealer agreement, within which area the dealer has the exclusive right to display or sell the manufacturer’s new recreational vehicles of a particular line-make to the retail public.
- (b)** “Dealer” means any firm, corporation, partnership, individual proprietorship or other type of business enterprise whose principle business is the selling at retail of one or more of the six (6) types of recreational vehicles commonly known as travel trailers, fifth wheels, motor homes, park-model RVs, truck campers and camping trailers. The entity must maintain a permanent business establishment including service/repair facilities, open essentially twelve (12) months a year, must offer mechanical service for the vehicles it sells and must be duly licensed by the Mississippi Motor Vehicle Commission.
- (c)** “Distributor” means any person, firm, corporation or business entity that purchases new recreational vehicles for resale to dealers.
- (d)** “Factory campaign” means an effort on the part of a warrantor to contact recreational vehicle owners or dealers in order to address a part or equipment issue.
- (e)** “Family member” means a spouse, child, grandchild, parent, sibling, niece or nephew, or the spouse thereof.
- (f)** “Line-make” means a specific series of recreational vehicle products that:

 - (i)** Are identified by a common series trade name or trademark;
 - (ii)** Are targeted to a particular market segment, as determined by their decor, features, equipment, size, weight and price range;
 - (iii)** Have lengths and interior floor plans that distinguish the recreational vehicles from other recreational vehicles with substantially the same decor, equipment, features, price and weight;

(iv) Belong to a single, distinct classification of recreational vehicle product type having a substantial degree of commonality in the construction of the chassis, frame and body; and

(v) The manufacturer-dealer agreement authorizes a dealer to sell.

(g) “Manufacturer” means any person, firm, corporation or business entity that engages in the manufacturing of recreational vehicles.

(h) “Manufacturer-dealer agreement” means a written agreement or contract entered into between a manufacturer and a dealer that fixes the rights and responsibilities of the parties and pursuant to which the dealer sells new recreational vehicles.

(i) “Proprietary part” means any part manufactured by or for and sold exclusively by the manufacturer.

(j) “Nonsanctioned recreational show event” means any event where one or more recreational vehicle dealers attend and the event is conducted by a licensed Mississippi Recreational Vehicle Dealer.

(k) (i) “Recreational vehicle” means a vehicle that:

1. Is primarily designed as a vehicle that also provides temporary living quarters for noncommercial, recreational or camping use;
2. Is built to the National Fire Protection Association 1192 standard for recreational vehicles;
3. Has its own motive power or is mounted on or towed by another vehicle;
4. Is regulated by the National Highway Traffic Safety Administration as a vehicle or vehicle equipment;
5. Does not require a special highway use permit for operation on the highways; and
6. An individual can easily transport and set-up on a daily basis.

(ii) “Recreational vehicles” includes, but is not limited to, the following:

1. Motor home: A motorized, vehicular unit designed to provide temporary living quarters for recreational, camping or travel use.
2. Travel trailer: A vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational, camping or travel use of such size

and weight as to not require a special highway movement permit when towed by a motorized vehicle.

- 3.** Fifth-wheel trailer: A vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational, camping or travel use of such size and weight as to not require a special highway movement permit and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.
- 4.** Camping trailer: A vehicular unit that is mounted on wheels and constructed with collapsible partial side walls that fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping or travel use.
- 5.** Truck camper: A portable unit that is constructed to provide temporary living quarters for recreational, travel or camping use, consists of a roof, floor and sides, and is designed to be loaded onto and unloaded from the back of a pickup truck.
- 6.** "Park-model RV" means a unit that is:
 - a.** Designed and marketed primarily as temporary living quarters for recreational, camping, travel, or seasonal use, and not for use as a permanent dwelling;
 - b.** Between three hundred twenty (320) and four hundred (400) square feet based on the exterior dimensions of the structure measured at the largest horizontal projections, when erected on site, including all space that has a ceiling height of more than five (5) feet and any expandable room, slide-out, tip-out, or tag-along unit;
 - c.** Built on a single chassis and not designed to accept additional structures, add-ons or other additions that will increase the area as determined in subitem b in excess of four hundred (400) square feet;
 - d.** Built pursuant to a third-party inspection and certification process; and
 - e.** Built to the ANSI A119.5, Park Model RV Standard.

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"Sanctioned recreational show event" means any event where one or more recreational vehicle dealers attend and the event is conducted by someone other than a licensed Mississippi Recreational Vehicle Dealer.

(m) “Supplier” means any person, firm, corporation or business entity that engages in the manufacturing of recreational vehicle parts, accessories or components.

(n) “Transient customer” means a customer owns a recreational vehicle, is temporarily traveling through a dealer’s area of sales responsibility, engages the dealer to perform service work on the vehicle and whose recreational vehicle requires repairs that relate to the safe operations of that recreational vehicle.

(o) “Warrantor” means any person, firm, corporation or business entity, including any manufacturer or supplier, that provides a written warranty to the consumer in connection with a new recreational vehicle or parts, accessories or components thereof. The term also includes a dealer or other person not controlled by a manufacturer who sells service contracts, mechanical or other insurance, or extended warranties for separate consideration.

HISTORY:

Laws, 2014, ch. 532, § 1, eff from and after Oct. 1, 2014.

§ 63-17-203. Written agreements; designated territories.

(1) A manufacturer or distributor may not sell a recreational vehicle in this state to or through a dealer without having first entered into a manufacturer-dealer agreement with a dealer that has been signed by both parties.

(2) The manufacturer shall designate the area of sales responsibility exclusively assigned to a dealer in the manufacturer-dealer agreement and may not change the contract area or contract with another dealer for sale of the same line-make in the designated area during the duration of the agreement.

(3) The area of sales responsibility may not be revised or changed without the consent of both parties for one (1) year after the execution of the manufacturer-dealer agreement. Upon renewal both parties must agree on stocking requirements.

(4) A recreational vehicle dealer may not sell a new recreational vehicle in this state without having first entered into a manufacturer-dealer agreement with a manufacturer or distributor that has been signed by both parties. The manufacturer-dealer agreement must be filed with the Mississippi Motor Vehicle Commission.

(5) For any new recreational vehicle dealer licensee without an established dealership in this state, there shall be a thirty-day waiting period after the date the application has been approved by the Mississippi Motor Vehicle Commission before the new licensee may commence retail operations.

(6) A recreational vehicle manufacturer may not offer to sell or sell any new recreational vehicle to any recreational vehicle dealer at a lower actual price than the actual price charged to any other recreational vehicle dealer for the same line-make vehicle similarly equipped. This subsection shall not be construed to prevent the offering of volume discounts if such discounts are equally available to all franchised dealers in this state.

HISTORY:

Miss. Code § 63-17-203 Written agreements; designated territories (Mississippi Code (2019 Edition))

Laws, 2014, ch. 532, § 2, eff from and after Oct. 1, 2014.

§ 63-17-205. Termination, cancellation, nonrenewal and alteration of a dealership.

(1) Manufacturer or distributor termination. — (a) A manufacturer or distributor, directly or through any authorized officer, agent or employee, may not terminate, cancel or fail to renew a manufacturer-dealer agreement without good cause. If the manufacturer or distributor terminates, cancels or fails to renew the manufacturer-dealer agreement without good cause, the manufacturer or distributor must comply with Section 63-17-207. If the manufacturer or distributor terminates, cancels or fails to renew the manufacturer-dealer agreement for good cause, Section 63-17-207 does not apply. **(b)** The manufacturer or distributor has the burden of showing good cause for terminating, canceling or failing to renew a manufacturer-dealer agreement with a dealer. For purposes of determining whether there is good cause for the proposed action, any of the following factors may be considered:

(i) The extent of the affected dealer's penetration in the area of sales responsibility.

(ii) The nature and extent of the dealer's investment in its business.

(iii) The adequacy of the dealer's service facilities, equipment, parts, supplies and personnel.

(iv) The effect of the proposed action on the community.

(v) The extent and quality of the dealer's service under recreational vehicle warranties.

(vi) The failure to follow agreed-upon procedures or standards related to the overall operation of the dealership.

(vii) The dealer's performance under the terms of its manufacturer-dealer agreement.

(c) Except as otherwise provided in this section, a manufacturer or distributor shall provide a dealer with at least ninety (90) days' prior written notice of termination, cancellation or nonrenewal of the manufacturer-dealer agreement if the dealer is being terminated for good cause.

(i) The notice must state all reasons for the proposed termination, cancellation or nonrenewal and must further state that if, within thirty (30) days following receipt of the notice the dealer provides to the manufacturer

or distributor a written notice of intent to cure all claimed deficiencies, the dealer will then have ninety (90) days following receipt of the notice to rectify the deficiencies. If the deficiencies are rectified within ninety (90) days, the manufacturer's or distributor's notice is voided. If the dealer fails to provide the notice of intent to cure the deficiencies in the prescribed time period, the termination, cancellation or nonrenewal takes effect thirty (30) days after the dealer's receipt of the notice unless the dealer has new and untitled inventory on hand that may be disposed of pursuant to Section 63-17-207.

(ii) The notice period may be reduced to thirty (30) days if the manufacturer's or distributor's grounds for termination, cancellation or nonrenewal are due to any of the following good cause factors:

- 1.** A dealer or one (1) of its owners being convicted of, or entering a plea of nolo contendere to, a felony;
- 2.** The abandonment or closing of the business operations of the dealer for ten (10) consecutive business days without contacting the manufacturer prior to the closing unless the closing is due to an act of God, strike, labor difficulty, or other cause over which the dealer has no control;
- 3.** A significant misrepresentation by the dealer materially affecting the business relationship;
- 4.** A suspension or revocation of the dealer's license, or refusal to renew the dealer's license;
- 5.** A material violation of Sections 63-17-201 through 63-17-221 which is not cured within thirty (30) days after the written notice by the manufacturer; or
- 6.** A declaration by the dealer of bankruptcy, insolvency or the occurrence of an assignment for the benefit of creditors or bankruptcy.

(d) The notice provisions of this subsection (1) do not apply if the reason for termination, cancellation or nonrenewal is the dealer's insolvency, the occurrence of an assignment for the benefit of creditors, or bankruptcy.

(2) Dealer termination. — (a) A dealer may terminate or cancel its manufacturer-dealer agreement with a manufacturer or distributor with or without good cause by giving thirty (30) days' written notice. If the termination or cancellation is for good cause, the notice must state all reasons for the proposed termination or cancellation and must further state that if, within thirty (30) days following receipt of the notice, the manufacturer or distributor provides to the dealer a written notice of intent to cure all claimed deficiencies, the manufacturer or distributor will then

have ninety (90) days following receipt of the original notice to rectify the deficiencies. If the deficiencies are rectified within ninety (90) days, the dealer's notice is voided. If the manufacturer or distributor fails to provide the notice of intent to cure the deficiencies in the time period prescribed in the original notice of termination or cancellation, the pending termination or cancellation shall take effect thirty (30) days after the manufacturer's or distributor's receipt of the original notice. **(b)** If the dealer terminates, cancels or fails to renew the manufacturer-dealer agreement without good cause, the terms of Section 63-17-207 do not apply. If the dealer terminates, cancels or fails to renew the manufacturer-dealer agreement with good cause, Section 63-17-207 applies. The dealer has the burden of showing good cause. Any of the following items shall be deemed "good cause" for the proposed termination, cancellation or nonrenewal action by a dealer:

(i) A manufacturer being convicted of, or entering a plea of nolo contendere to, a felony.

(ii) The business operations of the manufacturer have been abandoned or closed for ten (10) consecutive business days without contacting the dealer prior to the closing unless the closing is due to an act of God, strike, labor difficulty, or other cause over which the manufacturer has no control.

(iii) A significant misrepresentation by the manufacturer materially affecting the business relationship.

(iv) A material violation of Sections 63-17-201 through 63-17-221 that is not cured within thirty (30) days after written notice by the dealer.

(v) A declaration by the manufacturer of bankruptcy, insolvency, or the occurrence of an assignment for the benefit of creditors or bankruptcy.

HISTORY:

Laws, 2014, ch. 532, § 3, eff from and after Oct. 1, 2014.

§ 63-17-207. Repurchase of inventory.

(1) If the manufacturer-dealer agreement is terminated, canceled, or not renewed by the manufacturer or distributor without good cause as defined in Section 63-17-205(1), or if the dealer terminates or cancels the manufacturer-dealer agreement for good cause as defined in Section 63-17-205(2), and the manufacturer fails to cure the claimed deficiencies as provided in Section 63-17-205(2), the manufacturer shall, at the election of the dealer and within forty-five (45) days after termination, cancellation or nonrenewal, repurchase:

(a) All new, untitled recreational vehicles that were acquired from the manufacturer or distributor within eighteen (18) months before the effective date of the notice of termination, cancellation, or nonrenewal that have not been used, except for demonstration purposes, and that have not been altered or damaged, at one hundred percent (100%) of the net invoice cost, including transportation, less applicable rebates and discounts to the dealer. If any of the vehicles repurchased pursuant to this paragraph (a) are damaged, but do not trigger a consumer disclosure requirement, the amount due the dealer shall be reduced by the cost to repair the vehicle. Damage before delivery to the dealer that is disclosed at the time of delivery will not disqualify repurchase under this provision.

(b) All undamaged accessories and proprietary parts sold to the dealer for resale within the twelve (12) months before termination, cancellation or nonrenewal, if accompanied by the original invoice, at one hundred five percent (105%) of the original net price paid to the manufacturer or distributor to compensate the dealer for handling, packing, and shipping the parts; and

(c) Any properly functioning diagnostic equipment, special tools, current signage, and other equipment and machinery at one hundred percent (100%) of the dealer's net cost plus freight, destination, delivery and distribution charges and sales taxes, if any, if the returned items were purchased by the dealer within five (5) years before termination, cancellation or nonrenewal at the manufacturer's or distributor's request, if the dealer can establish that the items no longer can be used in the normal course of the dealer's ongoing business. The manufacturer or distributor shall pay the dealer within thirty (30) days after receipt of the returned items.

(2) The warrantor may not prohibit a dealer from selling or performing warranty service on the remaining in-stock inventory of a particular line-

**Miss. Code § 63-17-207 Repurchase of inventory (Mississippi
Code (2019 Edition))**

make after a dealer agreement has been terminated or not renewed in accordance with the provisions of Section 63-17-205. If recreational vehicles of a line-make are not returned or required to be returned to the manufacturer, the dealer may continue to sell and perform warranty service on all line-makes that were subject to the dealer agreement and are currently in stock until those line-makes are no longer in the dealer's inventory and until all warranties are expired on those recreational vehicles retailed by that dealer.

HISTORY:

Laws, 2014, ch. 532, § 4, eff from and after Oct. 1, 2014.

§ 63-17-209. Transfer of dealership; family succession.

(1) If a dealer desires to make a change in ownership by the sale of the business assets, stock transfer, or otherwise, the dealer shall give the manufacturer or distributor written notice at least fifteen (15) business days before the closing, including all supporting documentation as may be reasonably required by the manufacturer or distributor to determine if an objection to the sale may be made. In the absence of a breach by the selling dealer of its dealer agreement or this chapter, the manufacturer or distributor shall not object to the proposed change in ownership unless the prospective transferee:

(a) Has previously been terminated by the manufacturer for breach of its dealer agreement;

(b) Has been convicted of a felony or any crime of fraud, deceit, or moral turpitude;

(c) Lacks any license required by law;

(d) Does not have an active line of credit sufficient to purchase a manufacturer's product; or

(e) Has undergone in the last ten (10) years bankruptcy, insolvency, a general assignment for the benefit of creditors, or the appointment of a receiver, trustee or conservator to take possession of the transferee's business or property. This paragraph (e) can be waived if the prospective transferee meets all of the requirements of this section and if the prospective transferee fully qualifies under the manufacturer's or lender's financial criteria.

(2) If the manufacturer or distributor objects to a proposed change of ownership, the manufacturer or distributor shall give written notice of its reasons to the dealer within ten (10) business days after receipt of the dealer's notification and complete documentation. The manufacturer or distributor has the burden of proof with regard to its objection. If the manufacturer or distributor does not give timely notice of its objection, the change or sale shall be deemed approved.

(3) It is unlawful for a manufacturer or distributor to fail to provide a dealer an opportunity to designate, in writing, a family member as a successor to the dealership in the event of the death, incapacity or retirement of the dealer. It is unlawful to prevent or refuse to honor the succession to a dealership by a family member of the deceased, incapacitated or retired

dealer unless the manufacturer or distributor has provided to the dealer written notice of its objections within ten (10) business days after receipt of the dealer's modification of the dealer's succession plan. In the absence of a breach of the dealer agreement, the manufacturer may object to the succession for the following reasons only:

- (a)** Conviction of the successor of a felony or any crime of fraud, deceit or moral turpitude;
 - (b)** Bankruptcy or insolvency of the successor during the past ten (10) years. This paragraph (b) can be waived if the prospective successor meets all the requirements of this section and if the prospective successor fully qualifies under the manufacturer's or lender's financial criteria;
 - (c)** Prior termination by the manufacturer of the successor for breach of a dealer agreement;
 - (d)** The lack of an active line of credit for the successor sufficient to purchase the manufacturer's product; or
 - (e)** The lack of any license for the successor required by law.
- (4)** The manufacturer or distributor has the burden of proof regarding its objection. However, a family member may not succeed to a dealership if the succession involves, without the manufacturer's or distributor's consent, a relocation of the business or an alteration of the terms and conditions of the manufacturer-dealer agreement.

HISTORY:

Laws, 2014, ch. 532, § 5, eff from and after Oct. 1, 2014.

§ 63-17-211. Warranty obligations.

(1) Each warrantor shall:

(a) Specify in writing to each of its dealer obligations, if any, for preparation, delivery and warranty service on its products;

(b) Compensate the dealer for warranty service required of the dealer by the warrantor; and

(c) Provide the dealer the schedule of compensation to be paid and the time allowances for the performance of any work and service. The schedule of compensation must include reasonable compensation for diagnostic work as well as warranty labor.

(2) Time allowances for the diagnosis and performance of warranty labor must be reasonable for the work to be performed. In the determination of what constitutes reasonable compensation under this section, the principal factors to be given consideration shall be the actual wage rates being paid by the dealer, and the actual retail labor rate being charged by the dealers in the community in which the dealer is doing business. The compensation of a dealer for warranty labor may not be less than the lowest retail labor rates actually charged by the dealer for like nonwarranty labor as long as such rates are reasonable.

(3) The warrantor shall reimburse the dealer for warranty parts at actual wholesale cost plus a minimum thirty percent (30%) handling charge and the cost, if any, of freight to return warranty parts to the warrantor.

(4) Warranty audits of dealer records may be conducted by the warrantor on a reasonable basis, not to exceed a twelve-month look-back period from the current calendar date and dealer claims for warranty compensation may not be denied except for cause, such as performance of nonwarranty repairs, material noncompliance with the warrantor's published policies and procedures, lack of material documentation, fraud or misrepresentation.

(5) The dealer shall submit warranty claims within thirty (30) days after completing work.

(6) The dealer shall immediately notify the warrantor in writing if the dealer is unable to perform any warranty repairs within ten (10) days of receipt of written complaints from a consumer.

(7) The warrantor shall disapprove warranty claims in writing within thirty (30) days after the date of submission by the dealer in the manner and form prescribed by the warrantor. All claims shall be paid as authorized. Claims submitted according to warrantor's guidelines not specifically disapproved in writing within thirty (30) days shall be construed to be approved and must be paid within thirty (30) days of submission. Claims related to any type of service contract, mechanical or other insurance, or extended warranty sold for separate consideration by a dealer or other person not controlled by a manufacturer must be paid to the dealer as authorized immediately upon submission of completion by the dealer.

(8) It is a violation of Sections 63-17-201 through 63-17-221 for any warrantor to:

(a) Fail to perform any of its warranty obligations with respect to its warranted products;

(b) Fail to include, in written notices of factory campaigns to recreational vehicle owners and dealers, the expected date by which necessary parts and equipment, including tires and chassis or chassis parts, will be available to dealers to perform the campaign work. The warrantor may ship parts to the dealer to effect the campaign work, and, if such parts are in excess of the dealer's requirements, the dealer may return unused parts to the warrantor for credit after completion of the campaign;

(c) Fail to compensate any of its dealers for authorized repairs effected by the dealer of merchandise damaged in manufacture or transit to the dealer, if the carrier is designated by the warrantor, factory branch, distributor or distributor branch;

(d) Fail to compensate any of its dealers in accordance with the schedule of compensation provided to the dealer pursuant to this section if performed in a timely and competent manner;

(e) Intentionally misrepresent in any way to purchasers of recreational vehicles that warranties with respect to the manufacture, performance or design of the vehicle are made by the dealer as warrantor or co-warrantor;
or

(f) Require the dealer to make warranties to customers in any manner related to the manufacture of the recreational vehicle.

(9) It is a violation of Sections 63-17-201 through 63-17-221 for any dealer to:

- (a)** Fail to perform pre-delivery inspection functions, as specified by the warrantor, in a competent and timely manner;
- (b)** Fail to perform warranty service work authorized by the warrantor in a reasonably competent and timely manner on any transient customer's vehicle of the same line-make;
- (c)** Fail to accurately document the time spent completing each repair, the total number of repair attempts conducted on a single unit, and the number of repair attempts for the same repair conducted on a single vehicle;
- (d)** Fail to notify the warrantor within ten (10) days of a second repair attempt which impairs the use, value or safety of the vehicle;
- (e)** Fail to maintain written records, including a consumer's signature, regarding the amount of time a unit is stored for the consumer's convenience during a repair; or
- (f)** Make fraudulent warranty claims or misrepresent the terms of any warranty.

HISTORY:

Laws, 2014, ch. 532, § 6, eff from and after Oct. 1, 2014.

§ 63-17-213. Indemnification.

Notwithstanding the terms of any manufacturer-dealer agreement, it is a violation of Sections 63-17-201 through 63-17-221 for:

(a) A warrantor to fail to indemnify and hold harmless its dealer against any losses or damages to the extent the losses or damages are caused by the negligence or willful misconduct of the warrantor. The dealer shall provide to the warrantor a copy of any pending law suit or similar proceeding in which allegations are made that come within this subsection within ten (10) days after receiving the suit.

(b) A dealer to fail to indemnify and hold harmless its warrantor against any losses or damages to the extent the losses or damages are caused by the negligence or willful misconduct of the dealer. The warrantor shall provide to the dealer a copy of any pending law suit or similar proceeding in which allegations are made that come within this subsection within ten (10) days after receiving the suit.

HISTORY:

Laws, 2014, ch. 532, § 7, eff from and after Oct. 1, 2014.

§ 63-17-215. Inspection and rejection by dealer.

(1) Whenever a new recreational vehicle is damaged before transit to the dealer or is damaged in transit to the dealer when the carrier or means of transportation has been selected by the manufacturer or distributor, the dealer shall notify the manufacturer or distributor of the damage within the timeframe specified in the manufacturer-dealer agreement and:

(a) Request from the manufacturer or distributor authorization to replace the components, parts and accessories damaged or otherwise correct the damage; or

(b) Reject the vehicle within the timeframe set forth in subsection (4) of this section.

(2) If the manufacturer or distributor refuses or fails to authorize repair of such damage within ten (10) days after receipt of notification, or if the dealer rejects the recreational vehicle because of damage, ownership of the new recreational vehicle shall revert to the manufacturer or distributor.

(3) The dealer shall exercise due care in custody of the damaged recreational vehicle, but the dealer shall have no other obligations, financial or otherwise, with respect to that recreational vehicle.

(4) The timeframe for inspection and rejection by the dealer must be part of the manufacturer-dealer agreement and may not be less than two (2) business days after the physical delivery of the recreational vehicle.

(5) Any recreational vehicle that has, at the time of delivery to the dealer, an unreasonable amount of miles on its odometer, as determined by the dealer, may be subject to rejection by the dealer and reversion of the vehicle to the manufacturer or distributor. In no instance shall a dealer deem an amount less than the distance between the dealer and the manufacturer's factory or a distributor's point of distribution, plus one hundred (100) miles, as unreasonable.

HISTORY:

Laws, 2014, ch. 532, § 8, eff from and after Oct. 1, 2014.

**Miss. Code § 63-17-215 Inspection and rejection by dealer
(Mississippi Code (2019 Edition))**

§ 63-17-217. Coercion of dealer prohibited.

(1) A manufacturer or distributor may not coerce or attempt to coerce a dealer to:

(a) Purchase a product that the dealer did not order;

(b) Enter into an agreement with the manufacturer or distributor; or

(c) Enter into an agreement that requires the dealer to submit its disputes to binding arbitration or otherwise waive rights or responsibilities provided under Sections 63-17-201 through 63-17-221.

(2) As used in this section, the term “coerce” includes, but is not limited to, threatening to terminate, cancel or not renew a manufacturer-dealer agreement without good cause or threatening to withhold product lines the dealer is entitled to purchase pursuant to the manufacturer-dealer agreement or delay product delivery as an inducement to amending the manufacturer-dealer agreement.

HISTORY:

Laws, 2014, ch. 532, § 9, eff from and after Oct. 1, 2014.

§ 63-17-219. Mediation.

(1) A dealer, manufacturer or warrantor injured by another party's violation of Sections 63-17-201 through 63-17-221 may bring a civil action in circuit court to recover actual damages. The court shall award attorney's fees and costs to the prevailing party in such an action. Venue for any civil action authorized by this section shall exclusively be in the county in which the dealer's business is located. In an action involving more than one (1) dealer, venue may be in any county in which any dealer that is party to the action is located.

(2) Prior to bringing suit under this section, the party bringing suit for an alleged violation shall serve a written demand for mediation upon the offending party.

(a) The demand for mediation shall be served upon the other party via certified mail at the address stated within the manufacturer-dealer agreement between the parties.

(b) The demand for mediation shall contain a brief statement of the dispute and the relief sought by the party filing the demand.

(c) Within twenty (20) days after the date a demand for mediation is served, the parties shall mutually select an independent certified mediator and meet with that mediator for the purpose of attempting to resolve the dispute. The meeting place shall be in this state in a location selected by the mediator. The mediator may extend the date of the meeting for good cause shown either party or upon stipulation of both parties.

(d) The service of a demand for mediation under this section shall toll the time for the filing of any complaint, petition, protest or other action under Sections 63-17-201 through 63-17-221 until representatives of both parties have met with a mutually selected mediator for the purpose of attempting to resolve the dispute. If a complaint, petition, protest or other action is filed before that meeting, the court shall enter an order suspending the proceeding or action until the mediation meeting has occurred and may, upon written stipulation of all parties to the proceeding or action that they wish to continue to mediate under this section, enter an order suspending the proceeding or action for as long a period as the court considers appropriate.

(e) The parties to the mediation shall bear their own costs for attorney's fees and divide equally the cost of the mediator.

(3) In addition to the remedies provided in this section and notwithstanding the existence of any additional remedy at law, a manufacturer, or warrantor, or a dealer is authorized to make application to a circuit court for the grant, upon a hearing and for cause shown, of a temporary or permanent injunction, or both, restraining any person from acting as a dealer without being properly licensed, from violating or continuing to violate any of the provisions of Sections 63-17-201 through 63-17-221, or from failing or refusing to comply with the requirements of Sections 63-17-201 through 63-17-221. Injunction under this provision shall be issued without bond. A single act in violation of the provisions of Sections 63-17-201 through 63-17-221 shall be sufficient to authorize the issuance of an injunction.

HISTORY:

Laws, 2014, ch. 532, § 10, eff from and after Oct. 1, 2014.

§ 63-17-221. Selling at shows.

(1) A recreational vehicle dealer may not sell or display for sale a new recreational vehicle in this state unless the dealer is licensed by the Mississippi Motor Vehicle Commission to sell recreational vehicles in the State of Mississippi. The recreational vehicle dealer is also required to have a dealer agreement with the manufacturer of the recreational vehicle that meets the requirements of Sections 63-17-201 through 63-17-221 and is signed by both parties.

(2) Out-of-state recreational vehicle dealers may participate in sanctioned or nonsanctioned recreational vehicle shows under the following circumstances:

(a) An out-of-state recreational vehicle dealer must have the unanimous approval, in writing, of all recreational vehicle dealers that have the area of responsibility where the sanctioned or nonsanctioned show event is held;

(b) Out-of-state recreational vehicle dealers must obtain permission, in writing, from the manufacturer for all models to be displayed where the sanctioned or nonsanctioned show event is being held; and

(c) Out-of-state recreational vehicle dealers must obtain a permit from the Mississippi Motor Vehicle Commission to participate in a sanctioned recreational vehicle show.

(3) A recreational vehicle dealer may not conduct sales activity or display for sale recreational vehicles outside of the dealer's designated area of sales responsibility.

(4) A recreational vehicle dealer may sell off-premises within the area of sales responsibility of the dealer under the following circumstances:**(a)** At sanctioned recreational vehicle shows where the sales event is held off premises. A sanctioned recreational vehicle show may be held only under the following conditions:

(i) The sponsoring entity of the sales event shall obtain a permit from the Mississippi Motor Vehicle Commission, which shall be for a period not to exceed ten (10) consecutive days;

(ii) New recreational vehicle dealers whose manufacturer-approved area of responsibility includes the event location shall be eligible to participate in the sanctioned recreational vehicle show; and

(iii) The sanctioned recreational vehicle show shall be conducted within municipal, county or state-owned or controlled facilities or within the grounds of any county, district or state fair; and

(b) At nonsanctioned recreational vehicle shows where one or more recreational vehicle dealers may sell recreational vehicles off premises under the following conditions:

(i) The location of the nonsanctioned recreational vehicle show shall be within the manufacturer-approved area of responsibility;

(ii) The nonsanctioned recreational vehicle show shall occur not more than five (5) consecutive days per event, excluding county, district or state fairs;

(iii) Each recreational vehicle dealer may participate in not more than eight (8) nonsanctioned recreational vehicle shows per calendar year; and

(iv) Nonsanctioned recreational vehicle shows shall be held on privately owned property not closer than two and one-half (2.5) miles to any other nonparticipating recreational vehicle dealer; provided, however, a nonsanctioned recreational vehicle show may be held on county or municipally owned property with no mileage barrier restriction.

(5) A recreational vehicle dealer may display a recreational vehicle within the designated area of responsibility of the recreational vehicle dealer for promotional purposes. At an off-premises display event, no sales activities shall be conducted including, but not limited to, negotiations, financing and accepting credit applications. Sales or finance personnel shall not be permitted to participate at an off-premises display event.

HISTORY:

Laws, 2014, ch. 532, § 11, eff from and after Oct. 1, 2014.