

**2007 DRAFTING REQUEST**

**Bill**

Received: **08/31/2007**

Received By: **agary**

Wanted: **As time permits**

Identical to LRB:

For: **Dean Kaufert (608) 266-5719**

By/Representing: **Cale Battles (aide)**

This file may be shown to any legislator: **NO**

Drafter: **agary**

May Contact:

Addl. Drafters:

Subject: **Transportation - mot veh dealers**

Extra Copies: **BAB, CTS, RNK, MGG**

Submit via email: **YES**

Requester's email: **Rep.Kaufert@legis.wisconsin.gov**

Carbon copy (CC:) to: **aaron.gary@legis.wisconsin.gov**

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**Pre Topic:**

No specific pre topic given

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**Topic:**

Powersports (off-road) vehicle dealerships

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**Instructions:**

See Attached

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**Drafting History:**

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/?				_____			State
/P1	agary 09/11/2007	kfollett 09/14/2007	rschluet 09/14/2007	_____	sbasford 09/14/2007		State
/1	agary 10/17/2007	kfollett 10/24/2007	pgreensl 10/25/2007	_____	sbasford 10/25/2007	lparisi 11/20/2007	

FE Sent For: *"/1" @ intro. 12-20-2007*

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FE Sent For:

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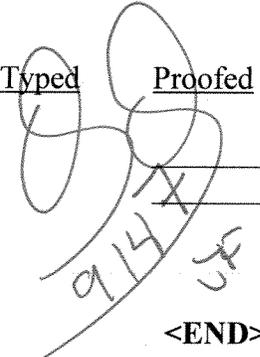
Topic:

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/?	agary	1P/1gf 9/14					State

FE Sent For:

<END>

## Gary, Aaron

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**From:** Battles, Cale  
**Sent:** Thursday, August 30, 2007 10:54 AM  
**To:** Gary, Aaron  
**Subject:** RE: Bill Draft

Aaron,

I hope these answers help.

- 1.) The regulatory authority should be DATCP
- 2.) See answer 1
- 3.) omit these vehicles from the draft

If you have any other questions let me know. Thanks again for your help.

Cale Battles  
Rep. Kaufert's Office  
6-5719

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**From:** Gary, Aaron  
**Sent:** Wednesday, August 29, 2007 10:11 AM  
**To:** Battles, Cale  
**Subject:** RE: Bill Draft

Hi Cale,

Before I get started on this draft, I have a couple initial questions for you.

1. Do you want any agency to have regulatory authority over the provisions of the bill, and if so, which agency or agencies? Options would include DNR, DOT, and/or DATCP.
2. If you don't want any agency regulatory authority and want to leave enforcement to private party civil actions, I should point out that some violations of the provisions in the attached instructions probably will not result in proveable damages; although the plaintiff could recover attorney fees, without damages or regulatory authority, there might not be much "teeth" in these provisions for the dealer. (Under current law, motor vehicle manufacturers and dealers are licensed and the "hammer" of enforcement is agency action against the licensee.)
3. On-road motorcycle manufacturers and dealers must already be licensed by DOT, and there is already a significant dealership framework for these manufacturers and dealers under ch. 218. Do you want me to: (1) omit these vehicles from the draft, OR (2) eliminate on-road motorcycle dealerships from the current law provisions in ch. 218?

When I hear back from you, I'll be in a better position to know who the primary drafter will be.

Thanks. Aaron

Aaron R. Gary  
*Legislative Attorney*  
*Legislative Reference Bureau*  
608.261.6926 (voice)  
608.264.6948 (fax)  
[aaron.gary@legis.state.wi.us](mailto:aaron.gary@legis.state.wi.us)

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**From:** Battles, Cale  
**Sent:** Tuesday, August 28, 2007 2:11 PM  
**To:** Gary, Aaron  
**Subject:** Bill Draft

Aaron,

Attached is a bill draft that Rep. Kaufert would like drafted. This issue kind of falls between a number of subject areas so I thought I would try you first. If you have any questions please let me know. This language was modified from a Montana state fair dealer law if your curious.

Sincerely,

Cale Battles  
Rep. Kaufert's Office  
266-5719

<< File: WPDA Fair Dealer provisions.doc >>

## WPDA Proposed Fair Dealer Legislation

*An act prohibiting unfair practices by powersports vehicle manufacturers and providing for injunctive relief and damages.*

### Definitions:

"Powersports dealer" means a business engaged in the sale of all -terrain vehicles, snowmobiles, lightweight utility vehicles, personal watercrafts and motorcycles (including highway, off-road and mopeds) for a profit at wholesale or retail.

"Powersports distributor" means a business who sells or distributes all -terrain vehicles, snowmobiles, lightweight utility vehicles, personal watercrafts and motorcycles (including highway, off-road and mopeds) to powersports dealers or who maintains distributor representatives.

"Powersports manufacturer" means a business engaged in the manufacture of distributes all -terrain vehicles, snowmobiles, lightweight utility vehicles, personal watercrafts and motorcycles (including highway, off-road and mopeds) for sale to the public.

"Powersports vehicle" means all -terrain vehicles, snowmobiles, lightweight utility vehicles, personal watercrafts and motorcycles (including highway, off-road and mopeds).

A Powersports manufacturer, powersports distributor, factory branch, or factory representative or an agent, officer, parent company, wholly or partially owned subsidiary, affiliated entity, or other person controlled by or under common control with a manufacturer, distributor, factory branch, or factory representative may not:

- (1) discriminate between dealers by selling or offering to sell a like powersports vehicle to one dealer at a lower actual price than the actual price offered to another dealer for the same model similarly equipped;
- (2) discriminate between dealers by selling or offering to sell parts or accessories to one dealer at a lower actual price than the actual price offered to another dealer;
- (3) discriminate between dealers by using a promotion plan, marketing plan, allocation plan, flooring assistance plan, or other similar device that results in a lower actual price on vehicles, parts, or accessories being charged to one dealer over another dealer;

(4) discriminate between dealers by adopting a method or changing an existing method for the allocation, scheduling, or delivery of new powersports vehicles, parts, or accessories to its dealers that is not fair, reasonable, and equitable. Upon the request of a dealer, a manufacturer shall disclose in writing to the dealer the method by which new powersports vehicles, parts, and accessories are allocated, scheduled, or delivered to its dealers handling the same line or make of vehicles.

(5) give preferential treatment to some dealers over others by refusing or failing to deliver, in reasonable quantities and within a reasonable time after receipt of an order, to a dealer holding a franchise for a line or make of powersports vehicles sold or distributed by the manufacturer a new vehicle, parts, or accessories, if the powersports vehicle, parts, or accessories are being delivered to other dealers.

(6) require a dealer to purchase unreasonable advertising displays or other materials or unreasonably require a dealer to remodel or renovate existing facilities as a prerequisite to receiving a model or series of vehicles;

(7) compete with a dealer by acting in the capacity of a dealer or by owning, operating, or controlling, whether directly or indirectly, a dealership in this state;

(8) compete with a dealer by owning, operating, or controlling, whether directly or indirectly, a service facility in this state for the repair or maintenance of powersports vehicles under the manufacturer's new powersports vehicle warranty and extended warranty. However, a manufacturer may own or operate a service facility for the purpose of providing or performing maintenance, repair, or service work on powersports vehicles that are owned by the manufacturer.

(9) use confidential or proprietary information obtained from a dealer to unfairly compete with the dealer without the prior written consent of the dealer. For purposes of this subsection, "confidential or proprietary information" means trade secrets as defined in 30-14-402 and includes business plans, marketing plans or strategies, customer lists, contracts, sales data, revenue, or other financial information.

(10) coerce, threaten, intimidate, or require, either directly or indirectly, a dealer to accept, buy, or order any powersports vehicle, part, accessory, or any other commodity or service not voluntarily ordered or requested or to buy, order, or pay anything of value for the items in order to obtain a powersports vehicle, part, accessory, or other commodity that has been voluntarily ordered or requested;

(11) coerce, threaten, intimidate, or require, either directly or indirectly, a dealer to enter into any agreement that violates this chapter;

(12) require a change in capital structure or means of financing for the dealership if the dealer at all times meets the reasonable, written, and uniformly applied capital standards determined by the manufacturer;

(13) prevent or attempt to prevent a dealer from making reasonable changes in the capital structure of a dealership or the means by which the dealership is financed if the dealer meets the reasonable, written, and uniformly applied capital requirements determined by the manufacturer;

(14) unreasonably require the dealer to change the location or require any substantial alterations to the place of business;

(15) coerce, threaten, intimidate, or require, either directly or indirectly, a dealer to order or accept delivery of a powersports vehicle with special features, accessories, or equipment not included in the list price of the vehicle as advertised by the manufacturer, except items:

- (a) that have been voluntarily requested or ordered by the dealer; and
- (b) required by law;

(16) fail to hold harmless and indemnify a dealer against losses, including lawsuits and court costs, arising from:

- (a) the manufacture or performance of a powersports vehicle, part, or accessory if the lawsuit involves representations by the manufacturer on the manufacture or performance of a powersports vehicle without negligence on the part of the dealer;
- (b) damage to merchandise in transit where the manufacturer specifies the carrier;
- (c) the manufacturer's failure to jointly defend product liability suits concerning the powersports vehicle, part, or accessory provided to the dealer; or
- (d) any other act performed by the manufacturer;

(17) unfairly prevent or attempt to prevent a dealer from receiving reasonable compensation for the value of a powersports vehicle;

(18) fail to pay to a dealer, within 60 days after receipt of a valid claim, a payment agreed to be made by the manufacturer on grounds that a new powersports vehicle or a prior year's model is in the dealer's inventory at the time of introduction of new model powersports vehicles;

(19) deny a dealer the right of free association with any other dealer for any lawful purpose;

(20) charge increased prices without having given written notice to the dealer at least 15 days before the effective date of the price increases;

(21) permit factory authorized warranty service to be performed upon powersports vehicles or accessories by persons other than their franchised dealers;

(22) charge less than the amount the dealer charges its retail customers for parts when used to perform similar work less the wholesale cost for the furnished part as listed in the manufacturer's

current price schedules. In addition, they cannot pay less than the amount the dealer charges its retail customers for labor.

(23) require or coerce a dealer to grant a manufacturer a right of first refusal or other preference to purchase the dealer's franchise or place of business, or both unless the purchaser is not financially qualified;

(24) require a dealer to accept delivery of a number or percentage of powersports vehicles during a specific period of a sales order;

(25) use a manufacturer order or allocation formula that is not based on actual local area sales and local area market data;

(26) require a dealer to maintain an inventory in excess of the inventory needed for period of 90 days; or

(27) require that any arbitration proceedings or legal action between the parties take place in a venue other than the state of Wisconsin.

#### **Damages**

- A person who is injured by a violation of this section may maintain an action to enjoin a continuance of an act in violation of this section and to recover damages. A court, upon finding that the defendant is violating or has violated the provisions of this section, shall enjoin the defendant from continuing the violation. It is not necessary to allege or prove actual damages to the plaintiff.
- In addition to injunctive relief, the plaintiff may recover from the defendant three times the amount of actual damages sustained plus attorney fees and costs of suit.

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D-Note

PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION

Gen

1 AN ACT ...; relating to: powersports vehicle manufacturers, distributors, and  
2 dealers and providing a penalty.

*Analysis by the Legislative Reference Bureau*

This bill creates provisions governing the relationship between powersports vehicle manufacturers and distributors, including their agents, officers, factory representatives, and affiliates (collectively referred to as franchisors), and powersports vehicle dealers (dealers). Under the bill, a powersports vehicle is an all-terrain vehicle, snowmobile, lightweight utility vehicle, personal watercraft, off-road motorcycle, or moped. The bill imposes numerous restrictions on franchisors, including prohibiting franchisors from doing any of the following:

X  
X  
X

1. Discriminating between dealers in certain ways, including in the pricing of powersports vehicles, parts, or accessories or in unfair allocations or delivery of vehicles.

2. Competing with dealers in certain ways, including by acting as a dealer or owning, operating, or controlling a dealership or service facility.

3. Requiring or coercing dealers to involuntarily accept, buy, or order powersports vehicles, parts, or accessories, or other commodities or services, or to order or accept delivery of powersports vehicles with features not included in the vehicles' advertised list price and not voluntarily requested or required by law.

4. Taking certain actions related to the capital structure or financing of dealerships or unreasonably requiring dealers to change the location, of, or substantially alter, their place of business.

5. Failing to hold harmless and indemnify dealers in certain circumstances.

S

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S



1 (1) "Affiliate" means, with respect to a powersports vehicle manufacturer or  
2 powersports vehicle distributor or factory branch of either, a parent company, wholly  
3 or partially owned subsidiary, or any other person controlled by or under common  
4 control with the powersports vehicle manufacturer, powersports vehicle distributor,  
5 or factory branch.

6 (2) "All-terrain vehicle" has the meaning given in s. 340.01 (2g).

7 (3) "Business entity" has the meaning given in s. 13.62 (5).

8 (4) "Department" means the department of agriculture, trade, and consumer  
9 protection.

10 (5) "Lightweight utility vehicle" means an engine-driven device having a gross  
11 weight of more than 700 pounds but not more than 1,999 pounds that is designed to  
12 travel on 4 or more low-pressure tires, is equipped with a cargo area, and is used  
13 primarily off a highway. For the purposes of this subsection, a "low pressure tire" is  
14 a tire that is designed to be mounted on a rim with a maximum diameter of 13 inches  
15 and to be inflated with an operating pressure not to exceed 8 pounds per square inch  
16 as recommended by the manufacturer. The definition of "lightweight utility vehicle"  
17 does not include golf carts, low-speed vehicles, or off-road utility vehicles.

18 (6) "Low-speed vehicle" means a low-speed vehicle, as defined in 49 CFR  
19 571.3, that satisfies the equipment standards under 49 CFR 571.500 and that was  
20 originally manufactured to meet the applicable equipment standards under 49 CFR  
21 571.500. "Low-speed vehicle" does not include a golf cart.

22 (7) "Moped" has the meaning given in s. 340.01 (29m).

23 (8) "Off-road motorcycle" means a motorcycle, as defined in s. 340.01 (32), that  
24 is not required to be registered under ch. 341.

25 (9) "Personal watercraft" has the meaning given in s. 30.50 (9d).

1           **(10)** “Powersports vehicle” means an all-terrain vehicle, snowmobile,  
2 lightweight utility vehicle, personal watercraft, off-road motorcycle, or moped.

3           **(11)** (a) “Powersports vehicle dealer” means any of the following:

4           1. A business entity engaged in the business of selling any all-terrain vehicle,  
5 snowmobile, lightweight utility vehicle, personal watercraft, off-road motorcycle, or  
6 moped for a profit at wholesale or retail.

7           2. An all-terrain vehicle dealer registered with the department of natural  
8 resources under s. 23.33 (2) (dm) 1.

9           3. A snowmobile dealer registered with the department of natural resources  
10 under s. 350.12 (3) (c) 1.

11           4. A moped dealer licensed by the department of transportation under s.  
12 218.41.

13           (b) “Powersports vehicle dealer” does not include any dealer licensed under  
14 subch. I of this chapter with respect to any category of powersports vehicle for which  
15 that license applies.

16           **(12)** (a) “Powersports vehicle distributor” means any of the following:

17           1. A business entity that is engaged in the business of selling or distributing any  
18 all-terrain vehicle, snowmobile, lightweight utility vehicle, personal watercraft,  
19 off-road motorcycle, or moped to powersports vehicle dealers or that maintains  
20 distributor representatives.

21           2. An all-terrain vehicle distributor registered with the department of natural  
22 resources under s. 23.33 (2) (dm) 1.

23           3. A snowmobile distributor registered with the department of natural  
24 resources under s. 350.12 (3) (c) 1.

1           4. A factory branch of any powersports vehicle distributor described in subds.  
2 1. to 3.

3           (b) “Powersports vehicle distributor” does not include any distributor licensed  
4 under subch. I of this chapter with respect to any category of powersports vehicle for  
5 which that license applies.

6           **(13)** (a) “Powersports vehicle manufacturer” means any of the following:

7           1. A business entity engaged in the business of manufacturing any all-terrain  
8 vehicle, snowmobile, lightweight utility vehicle, personal watercraft, off-road  
9 motorcycle, or moped for sale to the public.

10           2. An all-terrain vehicle manufacturer registered with the department of  
11 natural resources under s. 23.33 (2) (dm) 1.

12           3. A snowmobile manufacturer registered with the department of natural  
13 resources under s. 350.12 (3) (c) 1.

14           4. A factory branch of any powersports vehicle manufacturer described in  
15 subds. 1. to 3.

16           (b) “Powersports vehicle manufacturer” does not include any manufacturer  
17 licensed under subch. I of this chapter with respect to any category of powersports  
18 vehicle for which that license applies.

19           **(14)** “Snowmobile” has the meaning given in s. 340.01 (58a).

20           **(15)** “Trade secret” has the meaning given in s. 134.90 (1) (c), and may include  
21 business plans, marketing plans or strategies, customer lists, contracts, sales data,  
22 revenue, financial information, or any other confidential or proprietary information  
23 within the definition under s. 134.90 (1) (c).

24           **218.61 Prohibited practices by powersports vehicle manufacturers**  
25 **and distributors.** No powersports vehicle manufacturer or powersports vehicle

1 distributor, and no agent, officer, factory representative, or affiliate of a powersports  
2 vehicle manufacturer or powersports vehicle distributor, may do any of the following:

3 (1) Discriminate between powersports vehicle dealers by doing any of the  
4 following:

5 (a) Selling or offering to sell a like powersports vehicle to one dealer at a lower  
6 actual price than the actual price offered to another dealer for the same model  
7 similarly equipped.

8 (b) Selling or offering to sell parts or accessories to one dealer at a lower actual  
9 price than the actual price offered to another dealer.

10 (c) Using a promotion plan, marketing plan, allocation plan, flooring assistance  
11 plan, or other similar device that results in a lower actual price on powersports  
12 vehicles, parts, or accessories being charged to one dealer over another dealer.

13 (d) Adopting a method or changing an existing method for the allocation,  
14 scheduling, or delivery of new powersports vehicles, parts, or accessories to its  
15 dealers that is not fair, reasonable, and equitable. Upon the request of a powersports  
16 vehicle dealer, a powersports vehicle manufacturer shall disclose in writing to the  
17 dealer the method by which new powersports vehicles, parts, and accessories are  
18 allocated, scheduled, or delivered to its dealers handling the same line or make of  
19 vehicles.

20 (2) Give preferential treatment to some powersports vehicle dealers over  
21 others by refusing or failing to deliver, in reasonable quantities and within a  
22 reasonable time after receipt of an order, to any dealer holding a franchise for a line  
23 or make of powersports vehicles sold or distributed by the manufacturer any new  
24 powersports vehicle, part, or accessory, if the powersports vehicle, part, or accessory  
25 is being delivered to other dealers.

1           **(3)** Compete with a powersports vehicle dealer by doing any of the following:

2           (a) Acting in the capacity of a powersports vehicle dealer or owning, operating,  
3 or controlling, whether directly or indirectly, a powersports vehicle dealership in this  
4 state.

5           (b) Owning, operating, or controlling, whether directly or indirectly, a service  
6 facility in this state for the repair or maintenance of powersports vehicles under the  
7 manufacturer's new powersports vehicle warranty and extended warranty. This  
8 paragraph does not prohibit a powersports vehicle manufacturer from owning or  
9 operating a service facility for the purpose of providing or performing maintenance,  
10 repair, or service work on powersports vehicles that are owned by the manufacturer.

11           **(4)** Use any trade secret obtained from a powersports vehicle dealer to unfairly  
12 compete with the dealer without the prior written consent of the dealer.

13           **(5)** Coerce, threaten, intimidate, or require, either directly or indirectly, a  
14 powersports vehicle dealer to do any of the following:

15           (a) Accept, buy, or order any powersports vehicle, part, accessory, or other  
16 commodity or service not voluntarily ordered or requested, or buy, order, or pay  
17 anything of value for any item in order to obtain a powersports vehicle, part,  
18 accessory, or other commodity that has been voluntarily ordered or requested.

19           (b) Enter into any agreement that violates this section.

20           (c) Order or accept delivery of a powersports vehicle with special features,  
21 accessories, or equipment not included in the list price of the vehicle as advertised  
22 by the manufacturer, except features, accessories, or equipment that are voluntarily  
23 requested or ordered by the dealer or that are required by law.

1           **(6)** Require a change in capital<sup>✓</sup> structure or means of financing for the  
2 dealership if the powersports vehicle dealer at all times meets the reasonable,  
3 written, and uniformly applied capital standards determined by the manufacturer.

4           **(7)** Prevent or attempt to prevent<sup>✓</sup> a dealer from making reasonable changes in  
5 the capital structure of a dealership or in the means by which the dealership is  
6 financed if the powersports vehicle dealer meets the reasonable, written, and  
7 uniformly applied capital requirements determined by the manufacturer.

8           **(8)** Unreasonably require the powersports vehicle dealer<sup>✓</sup> to change the location  
9 of, or require any substantial alterations to, the dealer's place of business.

10           **(9)** Fail to hold harmless and indemnify<sup>✓</sup> a powersports vehicle dealer against  
11 losses, including lawsuits and court costs, arising from any of the following:

12           (a) The manufacture or performance of any powersports vehicle, part, or  
13 accessory if the lawsuit involves representations by the manufacturer on the  
14 manufacture or performance of a powersports vehicle without negligence on the part  
15 of the dealer.

16           (b) Damage to merchandise in transit where the manufacturer specifies the  
17 carrier.

18           (c) The manufacturer's failure to jointly defend product liability suits  
19 concerning the powersports vehicle, part, or accessory provided to the dealer.

20           (d) Any other act performed by the manufacturer.

21           **(10)** Unfairly prevent or attempt to prevent a powersports vehicle dealer from  
22 receiving reasonable compensation for the value of a powersports vehicle.

23           **(11)** Fail to pay to a powersports vehicle dealer<sup>✓</sup>, within 60 days after receipt of  
24 a valid claim, a payment agreed to be made by the manufacturer on grounds that a

1 new powersports vehicle or a prior year's model is in the dealer's inventory at the  
2 time of introduction of new model powersports vehicles.

3 (12) Deny a powersports vehicle dealer the right of free association with any  
4 other powersports vehicle dealer for any lawful purpose.

5 (13) Charge increased prices without having given written notice to the  
6 powersports vehicle dealer at least 15 days before the effective date of the price  
7 increase.

8 (14) Permit factory authorized warranty service to be performed upon  
9 powersports vehicles or accessories by persons other than their franchised dealers.

10 (15) Charge less than the amount the powersports vehicle dealer charges its  
11 retail customers for parts when used to perform similar work less the wholesale cost  
12 for the furnished part as listed in the manufacturer's current price schedules.

13 (16) Pay to a powersports vehicle dealer an amount for labor that is less than  
14 the amount the dealer charges its retail customers for labor.

15 (17) Require or coerce a powersports vehicle dealer to grant a manufacturer a  
16 right of first refusal or other preference to purchase the dealer's franchise or place  
17 of business or both unless there is not another financially qualified purchaser.

18 (18) Require a powersports vehicle dealer to do any of the following:

19 (a) Accept delivery of a number or percentage of powersports vehicles during  
20 a specific period related to a sales order.

21 (b) Maintain an inventory in excess of the inventory needed for a period of 90  
22 days.

23 (c) Purchase unreasonable advertising displays or other materials or  
24 unreasonably require a powersports vehicle dealer to remodel or renovate existing  
25 facilities as a prerequisite to receiving a model or series of powersports vehicles.

1 (19) Use a manufacturer order or allocation formula that is not based on actual  
2 local area sales, and local area market, data.

3 (20) Require that any arbitration proceedings or legal action between the  
4 parties take place in a venue other than this state.

5 **218.62 Penalties and civil actions.** (1) Any person who violates s. 218.61  
6 may be required to forfeit not less than \$100 nor more than \$1,000 for each violation.

7 (2) The department shall investigate violations of this section. The department  
8 or any district attorney may on behalf of the state:

9 (a) Bring an action for temporary or permanent injunctive or other relief for any  
10 violation of this section. In such an action for injunctive relief, irreparable harm is  
11 presumed. The court may, upon entry of final judgment, award restitution when  
12 appropriate to any person suffering loss because of a violation of this section if proof  
13 of such loss is submitted to the satisfaction of the court.

14 (b) Bring an action in any court of competent jurisdiction for the penalties  
15 authorized under sub. (1).

16 (3) In addition to any other available remedies, any person injured by a  
17 violation of s. 218.61 may bring a civil action against the person who violated s.  
18 218.61 for temporary or permanent injunctive relief or for damages or both. Upon  
19 finding that the defendant is violating or has violated s. 218.61, the court shall enjoin  
20 the defendant from continuing the violation, regardless of whether the plaintiff has  
21 suffered actual damages. In any action authorized under this subsection, any person  
22 who violates s. 218.61 shall be liable for 3 times the amount of actual damages caused  
23 by the violation and, notwithstanding s. 814.04 (1), the costs of the action, including  
24 reasonable attorney fees.

25 **SECTION 2. Initial applicability.**

1           (1) This act first applies to actions taken, and events occurring, on the effective  
2           date of this subsection. ✓

3           **SECTION 3. Effective date.**

4           (1) This act takes effect on the first day of the 3rd month beginning after  
5           publication.

6

7

8

(END)

D-Note

**DRAFTER'S NOTE  
FROM THE  
LEGISLATIVE REFERENCE BUREAU**

LRB-3121/P1dn

ARG:...

kgf

Date

ATTN: Cale Battles

Please review the attached draft carefully to ensure that it is consistent with your intent.

I have tried not to deviate significantly from the suggested language provided to me, but I have made some changes to that suggested language.

As discussed by e-mail, the draft gives regulatory authority to DATCP. To enable sufficient enforcement, I have created a penalty. Please advise if this penalty is not consistent with your intent.

The initial applicability provision is significant in this draft. The provision that I included is fairly expansive and simply prevents any attempt to retroactively apply these new restrictions. However, to the extent these new restrictions are inconsistent with terms in existing dealership agreements, the effect of created s. 218.61 and the initial applicability provision may be to impair existing contracts. Do you want the bill to instead apply only with respect to dealership agreements entered into, modified, or renewed after the effective date of the bill?

Please let me know if you would like any changes made to the attached draft or if you have any questions. If the attached draft meets with your approval, let me know and I will convert it to an introducible "/1" draft.

Aaron R. Gary  
Legislative Attorney  
Phone: (608) 261-6926  
E-mail: aaron.gary@legis.wisconsin.gov

**DRAFTER'S NOTE  
FROM THE  
LEGISLATIVE REFERENCE BUREAU**

LRB-3121/P1dn  
ARG:kjf:rs

September 14, 2007

ATTN: Cale Battles

Please review the attached draft carefully to ensure that it is consistent with your intent.

I have tried not to deviate significantly from the suggested language provided to me, but I have made some changes to that suggested language.

As discussed by e-mail, the draft gives regulatory authority to DATCP. To enable sufficient enforcement, I have created a penalty. Please advise if this penalty is not consistent with your intent.

The initial applicability provision is significant in this draft. The provision that I included is fairly expansive and simply prevents any attempt to retroactively apply these new restrictions. However, to the extent these new restrictions are inconsistent with terms in existing dealership agreements, the effect of created s. 218.61 and the initial applicability provision may be to impair existing contracts. Do you want the bill to instead apply only with respect to dealership agreements entered into, modified, or renewed after the effective date of the bill?

Please let me know if you would like any changes made to the attached draft or if you have any questions. If the attached draft meets with your approval, let me know and I will convert it to an introducible "/1" draft.

Aaron R. Gary  
Legislative Attorney  
Phone: (608) 261-6926  
E-mail: [aaron.gary@legis.wisconsin.gov](mailto:aaron.gary@legis.wisconsin.gov)

**Gary, Aaron**

---

**From:** Battles, Cale  
**Sent:** Wednesday, October 17, 2007 1:25 PM  
**To:** Gary, Aaron  
**Subject:** RE: Draft review: LRB 07-3121/P1 Topic: Powersports (off-road) vehicle dealerships

yes go ahead and make the changes to 1 and 2.

---

**From:** Gary, Aaron  
**Sent:** Wednesday, October 17, 2007 12:17 PM  
**To:** Battles, Cale  
**Subject:** RE: Draft review: LRB 07-3121/P1 Topic: Powersports (off-road) vehicle dealerships

Hi Cale,

I have made the changes below, but wanted to raise a couple of issues with you before I put the draft into editing.

1. I overlooked this in the /P1 draft, but I think I should have amended s. 165.25 (4) (ar) to add subch. XI of ch. 218 to the cross-references there. Typically, while DATCP may bring an action, it is actually DOJ that represents DATCP in doing so. Amending s. 165.25 (4) (ar) would preserve this customary mechanism.

2. Also overlooked in the /P1 draft, I don't think "revenue" on p. 5, line 22 makes perfect sense. I think "revenue" is unnecessary here but at a minimum it should be changed to "revenue data". (But I would recommend removing the word completely.)

3. While I wasn't the drafter, I did review the language from special session SB-1 below (same as SA1 to SSA1 to SB-40) and SB-158 (from which I pulled, in part, the definitions contained in the /P1 draft). A committee hearing was held on SB-158 and numerous comments were offered on the definition of lightweight utility vehicle. If that bill is enacted, we'll want to harmonize the definitions in this bill with those in SB-158.

Please let me know if you want me to make changes 1. and 2.

Thanks. Aaron

Aaron R. Gary  
*Legislative Attorney*  
*Legislative Reference Bureau*  
608.261.6926 (voice)  
608.264.6948 (fax)  
aaron.gary@legis.state.wi.us

---

**From:** Battles, Cale  
**Sent:** Tuesday, October 16, 2007 3:48 PM  
**To:** Gary, Aaron  
**Subject:** Draft review: LRB 07-3121/P1 Topic: Powersports (off-road) vehicle dealerships

Aaron,

Below are four changes that need to be made to the draft.

10/17/2007

1.) Page 3 Line 10 - Change definition of "lightweight utility vehicle. New language was also including in biennial budget (if it ever passes).

---

23.33 **(11m)** LIGHTWEIGHT UTILITY VEHICLES PILOT PROGRAM. (a) In this subsection:

1. "Golf cart" means a vehicle whose speed attainable in one mile does not exceed 20 miles per hour on a paved, level surface, and is designed and intended to convey one or more persons and equipment to play the game of golf in an area designated as a golf course.

2. "Lightweight utility vehicle" means an engine-driven device having a gross weight of more than 700 pounds but not more than 1,999 pounds that is designed to travel on 4 or more low-pressure tires, is equipped with a cargo area, and is used primarily off a highway. "Lightweight utility vehicle" does not include golf carts or low-speed vehicles.

3. "Low pressure tire" means a tire that is designed to be mounted on a rim with a maximum diameter of 14 inches and to be inflated with an operating pressure not to exceed 20 pounds per square inch as recommended by the manufacturer.

4. "Low-speed vehicle" means a low-speed vehicle, as defined in 49 CFR 571.3, that satisfies the equipment standards under 49 CFR 571.500 and that was originally manufactured to meet the applicable equipment standards under 49 CFR 571.500. "Low-speed vehicle" does not include a golf cart.

---

2.) Page 9 - Line 15 - Change the word "Charge" to "Pay"

(15) Pay less than the amount the powersports vehicle dealer charges its...

3.) Page 10 - Line 6 - Insert each separate violation

may be required to forfeit not less than \$100 nor more than \$1,000 for each separate violation

4.) Page 10 - Line 1 - Delete all of lines 1 and 2 or (19)

If you have any questions please let me know.

Cale Battles

Rep. Kaufert's Office

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**From:** Basford, Sarah

**Sent:** Friday, September 14, 2007 2:17 PM

**To:** Rep.Kaufert

**Subject:** Draft review: LRB 07-3121/P1 Topic: Powersports (off-road) vehicle dealerships

**Following is the PDF version of draft LRB 07-3121/P1 and drafter's note.**



State of Wisconsin  
2007 - 2008 LEGISLATURE

500w

LRB-3121/241

ARG:kjf:rs

in 10/17

RMR

PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION

Rege n

1 AN ACT *to create* subchapter XI of chapter 218 [precedes 218.60] of the statutes;  
2 relating to: powersports vehicle manufacturers, distributors, and dealers and  
3 providing a penalty.

***Analysis by the Legislative Reference Bureau***

This bill creates provisions governing the relationship between powersports vehicle manufacturers and distributors, including their agents, officers, factory representatives, and affiliates (collectively referred to as franchisors), and powersports vehicle dealers (dealers). Under the bill, a powersports vehicle is an all-terrain vehicle, snowmobile, lightweight utility vehicle, personal watercraft, off-road motorcycle, or moped. The bill imposes numerous restrictions on franchisors, including prohibiting franchisors from doing any of the following:

1. Discriminating between dealers in certain ways, including in the pricing of powersports vehicles, parts, or accessories or in unfair allocations or delivery of vehicles.
2. Competing with dealers in certain ways, including by acting as a dealer or owning, operating, or controlling a dealership or service facility.
3. Requiring or coercing dealers to involuntarily accept, buy, or order powersports vehicles, parts, or accessories, or other commodities or services, or to order or accept delivery of powersports vehicles with features not included in the vehicles' advertised list prices and not voluntarily requested or required by law.
4. Taking certain actions related to the capital structure or financing of dealerships or unreasonably requiring dealers to change the locations of, or substantially alter, their places of business.

- 5. Failing to hold harmless and indemnify dealers in certain circumstances.
- 6. Failing to timely pay dealers' valid claims on grounds related to dealers' inventories.
- 7. Charging dealers increased prices without giving specified notice.
- 8. Permitting factory authorized warranty service to be performed upon powersports vehicles or accessories by persons other than dealers.
- 9. ~~Charging~~ less than dealers charge their retail customers for parts.
- 10. Paying dealers an amount for labor that is less than the amount dealers charge their retail customers for labor.
- 11. Requiring or coercing dealers to grant rights of first refusal or other preferences related to purchasing dealer franchises.
- 12. Imposing on dealers certain requirements related to powersports vehicle deliveries, inventories, advertising displays, and dealership facilities.
- 13. Using an order or allocation formula that is not based on actual local area sales, and local area market, data.
- 14. Requiring that arbitration or legal proceedings take place outside this state.

Paying

Under the bill, a franchisor may be required to forfeit not less than \$100 nor more than \$1,000 for each violation of these restrictions. The Department of Agriculture, Trade and Consumer Protection (DATCP) has jurisdiction to investigate and enforce these restrictions, and DATCP or a district attorney may bring an action on behalf of the state. In addition, any dealer injured by a violation of these restrictions may bring a civil action against the violating franchisor for temporary or permanent injunctive relief or for damages or both. The dealer may recover three times the amount of actual damages caused by the violation, as well as costs and reasonable attorney fees.

For further information see the *state* fiscal estimate, which will be printed as an appendix to this bill.

*The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:*

Insert 2-1

1 SECTION 1. Subchapter XI of chapter 218 [precedes 218.60] of the statutes is  
2 created to read:

3 **CHAPTER 218**

4 **SUBCHAPTER XI**

5 **POWERSPORTS VEHICLE MANUFACTURERS,**

6 **DISTRIBUTORS, AND DEALERS**

represented by the Department of Justice

7 **218.60 Definitions.** In this subchapter:

1 (1) "Affiliate" means, with respect to a powersports vehicle manufacturer or  
2 powersports vehicle distributor or factory branch of either, a parent company, wholly  
3 or partially owned subsidiary, or any other person controlled by or under common  
4 control with the powersports vehicle manufacturer, powersports vehicle distributor,  
5 or factory branch.

6 (2) "All-terrain vehicle" has the meaning given in s. 340.01 (2g).

7 (3) "Business entity" has the meaning given in s. 13.62 (5).

8 (4) "Department" means the department of agriculture, trade and consumer  
9 protection.

10 (5) "Lightweight utility vehicle" means an engine-driven device having a gross  
11 weight of more than 700 pounds but not more than 1,999 pounds that is designed to  
12 travel on 4 or more low-pressure tires, is equipped with a cargo area, and is used  
13 primarily off a highway. For the purposes of this subsection, a "low pressure tire" <sup>means</sup>  
14 a tire that is designed to be mounted on a rim with a maximum diameter of <sup>14</sup>13 inches  
15 and to be inflated with an operating pressure not to exceed <sup>20</sup>8 pounds per square inch  
16 as recommended by the manufacturer. The definition of "lightweight utility vehicle"  
17 does not include golf carts, <sup>or</sup> low-speed vehicles, or off-road utility vehicles.

18 (6) "Low-speed vehicle" means a low-speed vehicle, as defined in 49 CFR  
19 571.3, that satisfies the equipment standards under 49 CFR 571.500 and that was  
20 originally manufactured to meet the applicable equipment standards under 49 CFR  
21 571.500. "Low-speed vehicle" does not include a golf cart.

22 (7) "Moped" has the meaning given in s. 340.01 (29m).

23 (8) "Off-road motorcycle" means a motorcycle, as defined in s. 340.01 (32), that  
24 is not required to be registered under ch. 341.

25 (9) "Personal watercraft" has the meaning given in s. 30.50 (9d).

Insert  
3-9

1 (10) "Powersports vehicle" means an all-terrain vehicle, snowmobile,  
2 lightweight utility vehicle, personal watercraft, off-road motorcycle, or moped.

3 (11) (a) "Powersports vehicle dealer" means any of the following:

4 1. A business entity engaged in the business of selling any all-terrain vehicle,  
5 snowmobile, lightweight utility vehicle, personal watercraft, off-road motorcycle, or  
6 moped for a profit at wholesale or retail.

7 2. An all-terrain vehicle dealer registered with the department of natural  
8 resources under s. 23.33 (2) (dm) 1.

9 3. A snowmobile dealer registered with the department of natural resources  
10 under s. 350.12 (3) (c) 1.

11 4. A moped dealer licensed by the department of transportation under s.  
12 218.41.

13 (b) "Powersports vehicle dealer" does not include any dealer licensed under  
14 subch. I of this chapter with respect to any category of powersports vehicle for which  
15 that license applies.

16 (12) (a) "Powersports vehicle distributor" means any of the following:

17 1. A business entity that is engaged in the business of selling or distributing  
18 any all-terrain vehicle, snowmobile, lightweight utility vehicle, personal watercraft,  
19 off-road motorcycle, or moped to powersports vehicle dealers or that maintains  
20 distributor representatives.

21 2. An all-terrain vehicle distributor registered with the department of natural  
22 resources under s. 23.33 (2) (dm) 1.

23 3. A snowmobile distributor registered with the department of natural  
24 resources under s. 350.12 (3) (c) 1.

1 4. A factory branch of any powersports vehicle distributor described in subs.  
2 1. to 3.

3 (b) "Powersports vehicle distributor" does not include any distributor licensed  
4 under subch. I of this chapter with respect to any category of powersports vehicle for  
5 which that license applies.

6 <sup>15</sup> (13) (a) "Powersports vehicle manufacturer" means any of the following:

7 1. A business entity engaged in the business of manufacturing any all-terrain  
8 vehicle, snowmobile, lightweight utility vehicle, personal watercraft, off-road  
9 motorcycle, or moped for sale to the public.

10 2. An all-terrain vehicle manufacturer registered with the department of  
11 natural resources under s. 23.33 (2) (dm) 1.

12 3. A snowmobile manufacturer registered with the department of natural  
13 resources under s. 350.12 (3) (c) 1.

14 4. A factory branch of any powersports vehicle manufacturer described in  
15 subs. 1. to 3.

16 (b) "Powersports vehicle manufacturer" does not include any manufacturer  
17 licensed under subch. I of this chapter with respect to any category of powersports  
18 vehicle for which that license applies.

19 <sup>16</sup> (14) "Snowmobile" has the meaning given in s. 340.01 (58a).

20 <sup>17</sup> (15) "Trade secret" has the meaning given in s. 134.90 (1) (c), and may include  
21 business plans, marketing plans or strategies, customer lists, contracts, sales data,  
22 ~~revenue~~, financial information, or any other confidential or proprietary information  
23 within the definition under s. 134.90 (1) (c).

24 **218.61 Prohibited practices by powersports vehicle manufacturers**  
25 **and distributors.** No powersports vehicle manufacturer or powersports vehicle

1 distributor, and no agent, officer, factory representative, or affiliate of a powersports  
2 vehicle manufacturer or powersports vehicle distributor, may do any of the following:

3 (1) Discriminate between powersports vehicle dealers by doing any of the  
4 following:

5 (a) Selling or offering to sell a like powersports vehicle to one dealer at a lower  
6 actual price than the actual price offered to another dealer for the same model  
7 similarly equipped.

8 (b) Selling or offering to sell parts or accessories to one dealer at a lower actual  
9 price than the actual price offered to another dealer.

10 (c) Using a promotion plan, marketing plan, allocation plan, flooring assistance  
11 plan, or other similar device that results in a lower actual price on powersports  
12 vehicles, parts, or accessories being charged to one dealer over another dealer.

13 (d) Adopting a method or changing an existing method for the allocation,  
14 scheduling, or delivery of new powersports vehicles, parts, or accessories to its  
15 dealers that is not fair, reasonable, and equitable. Upon the request of a powersports  
16 vehicle dealer, a powersports vehicle manufacturer shall disclose in writing to the  
17 dealer the method by which new powersports vehicles, parts, and accessories are  
18 allocated, scheduled, or delivered to its dealers handling the same line or make of  
19 vehicles.

20 (2) Give preferential treatment to some powersports vehicle dealers over  
21 others by refusing or failing to deliver, in reasonable quantities and within a  
22 reasonable time after receipt of an order, to any dealer holding a franchise for a line  
23 or make of powersports vehicles sold or distributed by the manufacturer any new  
24 powersports vehicle, part, or accessory, if the powersports vehicle, part, or accessory  
25 is being delivered to other dealers.

1           **(3)** Compete with a powersports vehicle dealer by doing any of the following:

2           (a) Acting in the capacity of a powersports vehicle dealer or owning, operating,  
3 or controlling, whether directly or indirectly, a powersports vehicle dealership in this  
4 state.

5           (b) Owning, operating, or controlling, whether directly or indirectly, a service  
6 facility in this state for the repair or maintenance of powersports vehicles under the  
7 manufacturer's new powersports vehicle warranty and extended warranty. This  
8 paragraph does not prohibit a powersports vehicle manufacturer from owning or  
9 operating a service facility for the purpose of providing or performing maintenance,  
10 repair, or service work on powersports vehicles that are owned by the manufacturer.

11           **(4)** Use any trade secret obtained from a powersports vehicle dealer to unfairly  
12 compete with the dealer without the prior written consent of the dealer.

13           **(5)** Coerce, threaten, intimidate, or require, either directly or indirectly, a  
14 powersports vehicle dealer to do any of the following:

15           (a) Accept, buy, or order any powersports vehicle, part, or accessory, or other  
16 commodity or service not voluntarily ordered or requested, or buy, order, or pay  
17 anything of value for any item in order to obtain a powersports vehicle, part, or  
18 accessory, or other commodity that has been voluntarily ordered or requested.

19           (b) Enter into any agreement that violates this section.

20           (c) Order or accept delivery of a powersports vehicle with special features,  
21 accessories, or equipment not included in the list price of the vehicle as advertised  
22 by the manufacturer, except features, accessories, or equipment that are voluntarily  
23 requested or ordered by the dealer or that are required by law.

1           (6) Require a change in capital structure or means of financing for the  
2 dealership if the powersports vehicle dealer at all times meets the reasonable,  
3 written, and uniformly applied capital standards determined by the manufacturer.

4           (7) Prevent or attempt to prevent a dealer from making reasonable changes in  
5 the capital structure of a dealership or in the means by which the dealership is  
6 financed if the powersports vehicle dealer meets the reasonable, written, and  
7 uniformly applied capital requirements determined by the manufacturer.

8           (8) Unreasonably require the powersports vehicle dealer to change the location  
9 of, or require any substantial alterations to, the dealer's place of business.

10          (9) Fail to hold harmless and indemnify a powersports vehicle dealer against  
11 losses, including lawsuits and court costs, arising from any of the following:

12           (a) The manufacture or performance of any powersports vehicle, part, or  
13 accessory if the lawsuit involves representations by the manufacturer on the  
14 manufacture or performance of a powersports vehicle without negligence on the part  
15 of the dealer.

16           (b) Damage to merchandise in transit where the manufacturer specifies the  
17 carrier.

18           (c) The manufacturer's failure to jointly defend product liability suits  
19 concerning the powersports vehicle, part, or accessory provided to the dealer.

20           (d) Any other act performed by the manufacturer.

21          (10) Unfairly prevent or attempt to prevent a powersports vehicle dealer from  
22 receiving reasonable compensation for the value of a powersports vehicle.

23          (11) Fail to pay to a powersports vehicle dealer, within 60 days after receipt of  
24 a valid claim, a payment agreed to be made by the manufacturer on grounds that a

1 new powersports vehicle or a prior year's model is in the dealer's inventory at the  
2 time of introduction of new model powersports vehicles.

3 (12) Deny a powersports vehicle dealer the right of free association with any  
4 other powersports vehicle dealer for any lawful purpose.

5 (13) Charge increased prices without having given written notice to the  
6 powersports vehicle dealer at least 15 days before the effective date of the price  
7 increase.

8 (14) Permit factory authorized warranty service to be performed upon  
9 powersports vehicles or accessories by persons other than their franchised dealers.

10 (15) <sup>Pay</sup>~~Charge~~ less than the amount the powersports vehicle dealer charges its  
11 retail customers for parts when used to perform similar work less the wholesale cost  
12 for the furnished part as listed in the manufacturer's current price schedules.

13 (16) Pay to a powersports vehicle dealer an amount for labor that is less than  
14 the amount the dealer charges its retail customers for labor.

15 (17) Require or coerce a powersports vehicle dealer to grant a manufacturer a  
16 right of first refusal or other preference to purchase the dealer's franchise or place  
17 of business or both unless there is not another financially qualified purchaser.

18 (18) Require a powersports vehicle dealer to do any of the following:

19 (a) Accept delivery of a number or percentage of powersports vehicles during  
20 a specific period related to a sales order.

21 (b) Maintain an inventory in excess of the inventory needed for a period of 90  
22 days.

23 (c) Purchase unreasonable advertising displays or other materials or  
24 unreasonably require a powersports vehicle dealer to remodel or renovate existing  
25 facilities as a prerequisite to receiving a model or series of powersports vehicles.

1 ~~(19) Use a manufacturer order or allocation formula that is not based on actual~~  
2 ~~local area sales, and local area market, data.~~

3 <sup>B 19</sup> (20) Require that any arbitration proceeding or legal action between the  
4 parties takes place in a venue other than this state.

5 **218.62 Penalties and civil actions.** (1) Any person who violates s. 218.61  
6 may be required to forfeit not less than \$100 nor more than \$1,000 for each violation. <sup>separate</sup>

7 (2) The department shall investigate violations of this section. The department  
8 ~~or any district attorney~~ may on behalf of the state:

9 (a) Bring an action for temporary or permanent injunctive or other relief for any  
10 violation of this section. In such an action for injunctive relief, irreparable harm is  
11 the court may, upon entry of final judgment, award restitution when  
12 to any person suffering loss because of a violation of this section if proof  
13 is submitted to the satisfaction of the court.

14 (b) Bring an action in any court of competent jurisdiction for the penalties  
15 authorized under sub. (1).

16 (3) In addition to any other available remedies, any person injured by a  
17 violation of s. 218.61 may bring a civil action against the person who violated s.  
18 218.61 for temporary or permanent injunctive relief or for damages or both. Upon  
19 finding that the defendant is violating or has violated s. 218.61, the court shall enjoin  
20 the defendant from continuing the violation, regardless of whether the plaintiff has  
21 suffered actual damages. In any action authorized under this subsection, any person  
22 who violates s. 218.61 shall be liable for 3 times the amount of actual damages caused  
23 by the violation and, notwithstanding s. 814.04 (1), the costs of the action, including  
24 reasonable attorney fees.

25 **SECTION 2. Initial applicability.**

*Insert 10-8*  
*Editor: change per DOJ request in different draft - DEB 0752*



2007-2008 DRAFTING INSERT  
FROM THE  
LEGISLATIVE REFERENCE BUREAU

LRB-3121/lins  
ARG:.....

**INSERT 2-1:**

**SECTION 1.** 165.25 (4) (ar) of the statutes is amended to read:

165.25 (4) (ar) The department of justice shall furnish all legal services required by the department of agriculture, trade and consumer protection relating to the enforcement of ss. 100.171, 100.173, 100.174, 100.175, 100.177, 100.18, 100.182, 100.20, 100.205, 100.207, 100.209, 100.21, 100.28, 100.37, 100.42, 100.50, 100.51, and 100.195, subch. XI of ch. 218, and chs. 126, 136, 344, 704, 707, and 779, together with any other services as are necessarily connected to the legal services.

**History:** 1971 c. 125 s. 522 (1); 1971 c. 215; 1973 c. 333; 1975 c. 81, 199; 1977 c. 29 s. 1656 (27); 1977 c. 187, 260, 273, 344; 1981 c. 20, 62, 96; 1983 a. 27; 1983 a. 36 s. 96 (2), (3), (4); 1983 a. 192; 1985 a. 29, 66; 1987 a. 416; 1989 a. 31, 115, 187, 206, 359; 1991 a. 25, 39, 269; 1993 a. 27, 28, 365; 1995 a. 27 ss. 4453 to 4454m, 9126 (19); 1995 a. 201; 1997 a. 27, 111; 2001 a. 16; 2003 a. 111, 235; 2005 a. 96, 458; 2007 a. 1.

**INSERT 10-8:**

(no R) or the department of justice, after consulting with the department, or any district attorney, upon informing the department,

~~projects and to provide grants under s. 23.33 (11m) (g) to counties and municipalities participating in the lightweight utility vehicle pilot program.”.~~

~~3. Page 434, line 5: after that line insert:~~

~~“SECTION 666m. 23.33 (11m) of the statutes is created to read:~~

~~23.33 (11m) LIGHTWEIGHT UTILITY VEHICLES PILOT PROGRAM. (a) In this subsection:~~

~~(5) “Golf cart” means a vehicle whose speed attainable in one mile does not exceed 20 miles per hour on a paved, level surface, and is designed and intended to convey one or more persons and equipment to play the game of golf in an area designated as a golf course.~~

~~2. “Lightweight utility vehicle” means an engine-driven device having a gross weight of more than 700 pounds but not more than 1,999 pounds that is designed to travel on 4 or more low-pressure tires, is equipped with a cargo area, and is used primarily off a highway. “Lightweight utility vehicle” does not include golf carts or low-speed vehicles.~~

~~3. “Low pressure tire” means a tire that is designed to be mounted on a rim with a maximum diameter of 14 inches and to be inflated with an operating pressure not to exceed 20 pounds per square inch as recommended by the manufacturer.~~

~~4. “Low-speed vehicle” means a low-speed vehicle, as defined in 49 CFR 571.3, that satisfies the equipment standards under 49 CFR 571.500 and that was originally manufactured to meet the applicable equipment standards under 49 CFR 571.500. “Low-speed vehicle” does not include a golf cart.~~

~~5. “Municipality” means a city, village, or town.~~

Insert 3-9

**Parisi, Lori**

---

**From:** Field, Adam  
**Sent:** Tuesday, November 20, 2007 1:58 PM  
**To:** LRB.Legal  
**Subject:** LRB 3121 & LRB 3283

Please jacket LRB 3121 and LRB 3283 for introduction. Thanks.

Adam

---

Adam R. Field  
Office of Rep. Dean Kaufert  
55th Assembly District