

LEGISLATURE OF NEBRASKA  
ONE HUNDRED NINTH LEGISLATURE  
SECOND SESSION

**LEGISLATIVE BILL 1121**

Introduced by Ballard, 21.

Read first time January 16, 2026

Committee:

1 A BILL FOR AN ACT relating to recreational vehicles; to amend sections  
2 60-1402 and 60-2701, Reissue Revised Statutes of Nebraska, and  
3 sections 60-1438.01 and 71-4603, Revised Statutes Cumulative  
4 Supplement, 2024; to adopt the Recreational Vehicle Industry  
5 Regulation Act; to eliminate certain provisions relating to  
6 recreational vehicles under the Motor Vehicle Industry Regulation  
7 Act; to provide for additional members on the Nebraska Motor Vehicle  
8 Industry Licensing Board and change provisions relating to such  
9 board; to redefine a term relating to manufacturer's warranties; to  
10 redefine a term under the Uniform Standard Code for Manufactured  
11 Homes and Recreational Vehicles; to provide an operative date; and  
12 to repeal the original sections.

13 Be it enacted by the people of the State of Nebraska,

1       **Section 1.** Sections 1 to 35 of this act shall be known and may be  
2 cited as the Recreational Vehicle Industry Regulation Act.

3       **Sec. 2.** The Recreational Vehicle Industry Regulation Act applies to  
4 agreements between dealers and manufacturers that are entered into on or  
5 after the operative date of this act.

6       **Sec. 3.** The Legislature declares that:

7           (1) The public health, safety, and welfare of the residents of this  
8 state can be protected by regulating the relationship between dealers and  
9 manufacturers, maintaining competition between dealers and manufacturers,  
10 and providing consumer protection and fair trade for the purchase and  
11 consumer care of recreational vehicles; and

12           (2) The recreational vehicle industry operates differently than the  
13 motor vehicle industry in certain respects and these differences should  
14 be reflected in franchise law to serve the needs of consumers, dealers,  
15 manufacturers, distributors, and warrantors.

16       **Sec. 4.** For purposes of the Recreational Vehicle Industry  
17 Regulation Act:

18           (1) Area of sales responsibility means the geographical area agreed  
19 to by the dealer and the manufacturer in the manufacturer-dealer  
20 agreement, within which the dealer has the exclusive right to display or  
21 sell the manufacturer's new recreational vehicles of a particular line-  
22 make;

23           (2) Board has the same meaning as in section 60-1401.06;

24           (3)(a) Bona fide consumer means an owner of a recreational vehicle  
25 that has:

26           (i) Acquired such recreational vehicle for use in business or for  
27 pleasure purposes;

28           (ii) Been granted a certificate of title for such recreational  
29 vehicle; and

30           (iii) Registered such recreational vehicle in accordance with the  
31 laws of the residence of the owner; and

1       (b) Bona fide consumer does not include any owner that sells more  
2   than eight registered recreational vehicles within a twelve-month period;

3       (4) Consumer care means the performance, for the public, of  
4   necessary maintenance and repairs to recreational vehicles, including  
5   diagnostic work and warranty service;

6       (5) Dealer means any individual who or business entity that is  
7   licensed under the Recreational Vehicle Industry Regulation Act to sell  
8   new recreational vehicles;

9       (6) Distributor means any individual or business entity that  
10   purchases new recreational vehicles for resale to dealers;

11       (7) Factory campaign means an effort on the part of a warrantor to  
12   contact recreational vehicle owners or dealers in order to address a part  
13   or equipment issue;

14       (8) Family member means a spouse or, whether by blood, marriage, or  
15   adoption, a child, grandchild, parent, sibling, niece, or nephew, or the  
16   spouse of any such person;

17       (9) Licensee means a person that holds a license issued under the  
18   Recreational Vehicle Industry Regulation Act;

19       (10) Line-make means a specific series of recreational vehicles  
20   that:

21           (a) Are targeted to a particular market segment, as determined by  
22   their decor, features, equipment, size, weight, and price range;

23           (b) Have lengths and interior floor plans that distinguish the line-  
24   make from other line-makes with substantially the same decor, equipment,  
25   features, price, and weight; and

26           (c) Belong to a single, distinct classification of recreational  
27   vehicles that have a substantial degree of commonality in the  
28   construction of the chassis, frame, and body;

29       (11) Manufacturer means any individual or business entity that  
30   engages in the manufacturing of recreational vehicles;

31       (12) Manufacturer-dealer agreement means a written agreement or

1 contract entered into between a manufacturer or distributor and a dealer  
2 that specifies the rights and responsibilities of the parties to the  
3 agreement and authorizes the dealer to sell line-makes of new  
4 recreational vehicles that are manufactured by the manufacturer;

5 (13) Model means a series of recreational vehicles that are  
6 identified by a trade name or trademark that is a subset of a line-make;

7 (14) Motor vehicle dealer has the same meaning as in section  
8 60-1401.26;

9 (15) Motorcycle dealer has the same meaning as in section  
10 60-1401.29;

11 (16) New recreational vehicle means any recreational vehicle that is  
12 not included within the definition of a used recreational vehicle;

13 (17) Proprietary part means any part that is manufactured by or for  
14 and sold exclusively by the manufacturer;

15 (18)(a) Recreational vehicle means a vehicle that is either self-  
16 propelled or towed by a consumer-owned tow vehicle and that is designed  
17 to provide temporary living quarters for recreational, camping, or travel  
18 use; and

19 (b) Recreational vehicle includes motor homes, travel trailers,  
20 fifth wheel travel trailers, truck campers, and folding camping trailers;

21 (19) Termination action means the termination of, cancellation of,  
22 or failure to renew an entire manufacturer-dealer agreement or any  
23 provision relating to any model or line-make in a manufacturer-dealer  
24 agreement;

25 (20) Trailer dealer has the same meaning as in section 60-1401.37;

26 (21) Transient customer means a customer who is temporarily  
27 traveling through a dealer's area of sales responsibility;

28 (22)(a) Used recreational vehicle means every recreational vehicle  
29 that has been sold, bargained, exchanged, or given away or for which  
30 title has been transferred from the person who first acquired it from the  
31 manufacturer, distributor, or dealer.

1       (b) A new recreational vehicle is not considered a used recreational  
2       vehicle until it has been placed in use by a bona fide consumer or until  
3       it has been registered under the Motor Vehicle Registration Act by a bona  
4       fide consumer;

5       (23) Warrantor means any individual or business entity that provides  
6       a warranty in connection with a new recreational vehicle or parts,  
7       accessories, or components for a new recreational vehicle. Such warranty  
8       does not include the following that are sold for separate consideration  
9       by a dealer or other person not controlled by a manufacturer: Any service  
10      contract, mechanical or other insurance, and extended warranty;

11      (24) Warranty part means a part, accessory, or component of a  
12      recreational vehicle that is covered by a warranty that was issued by a  
13      warrantor; and

14      (25) Warranty service means consumer care that is provided under the  
15      terms of or to comply with a warranty.

16      **Sec. 5.** (1) The board may:

17       (a) Regulate the issuance and revocation of licenses in accordance  
18       with and subject to the Recreational Vehicle Industry Regulation Act;

19       (b) Perform all acts and duties provided for in the Recreational  
20       Vehicle Industry Regulation Act that are necessary to the administration  
21       and enforcement of the act;

22       (c) Adopt and promulgate rules and regulations relating to the  
23       administration of but not inconsistent with the Recreational Vehicle  
24       Industry Regulation Act;

25       (d) Enforce rules and regulations that were adopted and promulgated  
26       by the board; and

27       (e) Employ a hearing officer who shall conduct preliminary hearings  
28       on behalf of the board and make recommendations to the board on any issue  
29       or matter that the board deems proper.

30      (2) The seal of the board shall be used to authenticate the acts of  
31      the board. Copies of all records and papers in the office of the board

1   under the hand and seal of the office shall be received in evidence in  
2   all cases equally and with like effect as the original.

3   (3) Investigators employed by the board may enter upon and inspect  
4   the facilities, the required records, and any recreational vehicles found  
5   in any licensee's established place or places of business.

6   (4) With respect to any action taken by the board, if a controlling  
7   number of the members of the board are active participants in the  
8   recreational vehicle market in which the action is taken, the chairperson  
9   shall review the action taken and, upon completion of such review,  
10   modify, alter, approve, or reject the board's action.

11   **Sec. 6.**   (1) Licenses issued by the board under the Recreational  
12   Vehicle Industry Regulation Act shall be of the classes set out in this  
13   section and shall permit the business activities described in this  
14   section:

15    (a) Recreational vehicle dealer license. This license permits:  
16      (i) The selling or exchanging of new recreational vehicles at:  
17       (A) Any established place of business designated in the license;  
18       (B) Another place or places of business located within three hundred  
19    feet of such designated place of business; and  
20      (C) Any place within the county described in the license; and  
21      (ii) Either the individual owner of the business or one stockholder  
22    in, member in, partner in, or officer of the business, to act as a  
23    recreational vehicle salesperson and the name of the one authorized  
24    person shall appear on the license;

25    (b) Manufacturer license. This license:  
26      (i) Permits the licensee to engage in the activities of a  
27    manufacturer; and  
28      (ii) Prohibits the licensee from directly or indirectly owning an  
29    interest in, operating, controlling, or acting in the capacity of any:  
30      (A) Franchised dealer or franchised dealership for the same line-  
31    make of recreational vehicle that is manufactured by the licensee; or

1       (B) Nonfranchised dealer or dealership; and  
2       (c) Distributor license. This license:  
3           (i) Permits the licensee to engage in the activities of a  
4       distributor; and  
5           (ii) Prohibits the licensee from directly or indirectly owning an  
6       interest in, operating, controlling, or acting in the capacity of any:  
7           (A) Franchised dealer or franchised dealership for the same line-  
8       make of recreational vehicle that is distributed by the licensee; or  
9           (B) Nonfranchised dealer or dealership.  
10       (2) For purposes of this section, a dealer or dealership is  
11       controlled by a manufacturer or distributor if such manufacturer or  
12       distributor is directly or indirectly authorized, by law or by an  
13       agreement of the parties, to direct or influence the management or  
14       policies of the dealer or dealership.  
15       Sec. 7. Any person may apply for one or more of the classes of  
16       licenses described in section 6 of this act. Such application shall be  
17       prescribed by the board and contain the following information:  
18           (1)(a) If the applicant is an individual, the name and address of  
19       the applicant, the applicant's social security number, and the name under  
20       which the applicant intends to conduct business;  
21           (b) If the applicant is a partnership or limited liability company,  
22       the name and address of each partner or member, the social security  
23       number of each partner or member, and the name under which the applicant  
24       intends to conduct business; or  
25           (c) If the applicant is not an individual, a partnership, or a  
26       limited liability company, the applicant's name, the name and address of  
27       each of the applicant's principal officers, and the name under which the  
28       applicant intends to conduct business;  
29           (2)(a) The address of each place where the applicant intends to  
30       conduct business, (b) a statement whether the applicant owns or leases  
31       each such place, (c) for each such place that is leased, a true and

1 correct copy of the lease agreement, and (d) a description of the  
2 facilities for the display of recreational vehicles;

3 (3) If the application is for a recreational vehicle dealer license,  
4 the name and address of the individual who is to act as the salesperson  
5 under such license if issued;

6 (4) If the application is for a manufacturer license or a  
7 distributor license, a statement regarding the manufacturer's or  
8 distributor's compliance with the Recreational Vehicle Industry  
9 Regulation Act; and

10 (5) A statement that the applicant will comply with and be subject  
11 to the Recreational Vehicle Industry Regulation Act, the rules and  
12 regulations adopted and promulgated by the board, and any amendments to  
13 such act and such rules and regulations.

14 **Sec. 8.** (1) Only a dealer may sell a new recreational vehicle in  
15 this state to a bona fide consumer.

16 (2) A manufacturer or distributor shall not sell a new recreational  
17 vehicle in this state to or through a dealer without having first entered  
18 into a manufacturer-dealer agreement with such dealer. Any such agreement  
19 shall be signed by both parties.

20 (3) A motor vehicle dealer, motorcycle dealer, or trailer dealer  
21 shall not sell a new recreational vehicle in this state without becoming  
22 licensed as a dealer under the Recreational Vehicle Industry Regulation  
23 Act.

24 (4) This section applies beginning on January 1, 2027.

25 **Sec. 9.** (1) A manufacturer-dealer agreement shall include:

26 (a) A designation of the area of sales responsibility assigned to  
27 the dealer;

28 (b) The timeframe for inspection and refusal to take delivery of a  
29 recreational vehicle by the dealer pursuant to section 31 of this act.  
30 Such timeframe shall not be less than two business days after the  
31 physical delivery of the recreational vehicle;

1       (c) The terms of the manufacturer-dealer agreement; and  
2       (d) The duration of the manufacturer-dealer agreement.  
3       (2) A manufacturer-dealer agreement shall not:  
4           (a) Include any provision that requires a party to violate the  
5       Recreational Vehicle Industry Regulation Act. Any such provision is null  
6       and void;  
7           (b) Provide for the sale of a model or line-make that is already  
8       authorized to be sold by another dealer in the same area of sales  
9       responsibility; or  
10          (c) Be changed during the duration of the manufacturer-dealer  
11       agreement without the written mutual consent of the parties, including  
12       the area of sales responsibility.

13       (3) A manufacturer shall not issue a policy or procedure that  
14       violates or substantially alters a provision of a manufacturer-dealer  
15       agreement during the duration of such agreement without the written  
16       mutual consent of the parties.

17       **Sec. 10.** (1) When a manufacturer distributes new recreational  
18       vehicles to any dealer under the terms of a manufacturer-dealer  
19       agreement, such distribution shall be in a fair and equitable manner.

20       (2) Any such dealer may request information on the manner of  
21       distribution from such manufacturer. Such request shall be made in  
22       writing and delivered to the headquarters of the manufacturer. Upon  
23       receipt of such request, such manufacturer shall provide such information  
24       to the headquarters of the dealer in written form within thirty business  
25       days after receipt of such request.

26       **Sec. 11.** A manufacturer shall provide each dealer with which the  
27       manufacturer has executed a current manufacturer-dealer agreement with  
28       adequate technical data so that the dealer can perform consumer care and  
29       repairs on the recreational vehicles that were manufactured by the  
30       manufacturer and sold by the dealer.

31       **Sec. 12.** (1) A manufacturer or distributor shall not initiate a

1     termination action, including directly or through any officer, agent, or  
2     employee of such manufacturer or distributor, unless at least one reason  
3     showing that good cause exists for such termination action.

4         (2) A manufacturer or distributor that initiates a termination  
5     action has the burden of showing good cause for such termination action.  
6     For purposes of determining reasons showing that good cause exists for a  
7     manufacturer or distributor to initiate a termination action, any of the  
8     following factors may be considered:

9             (a) The extent of the affected dealer's penetration in the relevant  
10    market area for the relevant model or line-make;

11             (b) The nature and extent of the dealer's investment in the dealer's  
12    business;

13             (c) The adequacy of the dealer's service facilities, equipment,  
14    parts, supplies, and personnel;

15             (d) The effect of the termination action on the community;

16             (e) The extent and quality of the dealer's service under  
17    recreational vehicle warranties;

18             (f) The failure to follow agreed-upon, reasonable procedures or  
19    standards related to the overall operation of the dealership consistent  
20    with the law and the manufacturer-dealer agreement;

21             (g) The dealer's performance under the terms of the manufacturer-  
22    dealer agreement;

23             (h) The dealer or one of its owners being convicted of, or entering  
24    a plea of nolo contendere to, a felony;

25             (i) The abandonment or closing of the business operations of the  
26    dealer for ten consecutive business days unless the closing is due to an  
27    act of God, strike, labor difficulty, or other cause over which the  
28    dealer has no control;

29             (j) A significant misrepresentation by the dealer that materially  
30    affects the business relationship between the manufacturer or distributor  
31    and the dealer; and

1       (k) A suspension, revocation, or nonrenewal of the dealer's  
2 recreational vehicle dealer license under the Recreational Vehicle  
3 Industry Regulation Act.

4       **Sec. 13.** (1)(a) Except as provided in subsection (4) of this  
5 section, a manufacturer or distributor shall provide the dealer with a  
6 written notice that states the manufacturer's or distributor's intent to  
7 initiate a termination action.

8       (b) Such written notice shall be delivered to the headquarters of  
9 the dealer at least:

10       (i) One hundred twenty days prior to the intended termination  
11 action; or

12       (ii) Thirty days prior to the intended termination action if the  
13 reasons showing that good cause exists for initiating a termination  
14 action include any reason under subdivisions (2)(h) through (k) of section  
15 12 of this act.

16       (c) Such written notice shall state:

17       (i) Each reason showing that good cause exists for the proposed  
18 termination action;

19       (ii) The date of the proposed termination action; and

20       (iii) That, within thirty days after receiving the notice, the  
21 dealer may provide to the manufacturer or distributor a written notice of  
22 intent to cure each reason stated for the proposed termination action.

23       Such notice of intent to cure shall be delivered to the headquarters of  
24 the manufacturer or distributor.

25       (2)(a) For a dealer that provides the notice described in  
26 subdivision (1)(c)(iii) of this section, such dealer has ninety days  
27 after such notice was received by the manufacturer or distributor to cure  
28 each reason stated for the proposed termination action.

29       (b) If each reason for the proposed termination action is cured as  
30 specified in subdivision (2)(a) of this section, the manufacturer or  
31 distributor shall not initiate the proposed termination action.

1       (3) For a dealer that does not provide the notice described in  
2 subdivision (1)(c)(iii) of this section, the manufacturer or distributor  
3 may initiate the proposed termination action on the date stated in the  
4 written notice provided by the manufacturer or distributor pursuant to  
5 subsection (1) of this section.

6       (4) A manufacturer or distributor does not need to provide written  
7 notice to a dealer of a proposed termination action if the dealer is  
8 experiencing insolvency, the occurrence of an assignment for the benefit  
9 of creditors, or bankruptcy.

10       **Sec. 14.** (1) A dealer may initiate a termination action with a  
11 manufacturer or distributor with or without good cause at any time by  
12 providing a written notice of the termination action to the manufacturer  
13 or distributor. Such written notice shall be delivered to the  
14 headquarters of the manufacturer or distributor at least thirty days  
15 prior to the date of the termination action.

16       (2) A dealer that initiates a termination action for good cause has  
17 the burden of showing good cause for such termination action. For  
18 purposes of determining good cause under this section, any of the  
19 following factors may be considered:

20       (a) The manufacturer or distributor being convicted of, or entering  
21 a plea of nolo contendere to, a felony;

22       (b) The business operations of the manufacturer or distributor being  
23 abandoned or closed for ten consecutive business days, unless the closing  
24 is due to any act of God, strike, labor difficulty, or other cause over  
25 which the manufacturer or distributor has no control;

26       (c) A significant misrepresentation by the manufacturer or  
27 distributor that materially affects the business relationship between the  
28 dealer and the manufacturer or distributor;

29       (d) A material violation of the Recreational Vehicle Industry  
30 Regulation Act by the manufacturer or distributor that is not cured  
31 within thirty days after receipt of the written notice that is provided

1    by the dealer to the headquarters of the manufacturer or distributor;  
2        (e) A declaration by the manufacturer or distributor of bankruptcy,  
3        insolvency, or the occurrence of an assignment for the benefit of  
4        creditors;

5        (f) A material violation of the manufacturer-dealer agreement by the  
6        manufacturer that is not cured within one hundred twenty days after  
7        written notice that is provided by the dealer to the headquarters of the  
8        manufacturer;

9        (g) Coercion of the dealer by the manufacturer or distributor; and  
10        (h) A violation by the manufacturer or distributor of the area of  
11        sales responsibility specified in the manufacturer-dealer agreement or  
12        allowing other dealers to violate such area of sales responsibility.

13        **Sec. 15.** (1) This section applies to any termination action that is  
14        initiated when a manufacturer terminates without good cause or a dealer  
15        terminates with good cause:

16        (a) Not in accordance with section 13 of this act by a manufacturer  
17        or distributor;

18        (b) Pursuant to subsection (3) of section 13 of this act; or  
19        (c) Pursuant to section 14 of this act.

20        (2) At the election of the dealer and within forty-five days after  
21        the date of the termination action, the manufacturer or distributor shall  
22        repurchase:

23        (a) All new, untitled recreational vehicles that were acquired by  
24        the dealer from the manufacturer or distributor within the eighteen-month  
25        period prior to the date of the termination action. Any such recreational  
26        vehicles shall not have not been used except for demonstration purposes  
27        and shall not have not been altered. Such recreational vehicles shall be  
28        purchased at one hundred percent of the original net invoice cost,  
29        including transportation and less applicable rebates and discounts  
30        provided to the dealer. If any such recreational vehicle that is  
31        repurchased is damaged prior to purchase, the repurchase amount due to

1    the dealer shall be reduced by the cost to repair such damaged  
2    recreational vehicle;

3            (b) All undamaged accessories and proprietary parts sold to the  
4    dealer by the manufacturer or distributor for resale within the twelve-  
5    month period prior to the date of the termination action. Any such  
6    accessories and proprietary parts shall be accompanied by their original  
7    invoice. Such accessories and parts shall be repurchased at one hundred  
8    five percent of the original net invoice price; and

9            (c) Any properly functioning diagnostic equipment, special tools,  
10   current signage, and other equipment and machinery, that (i) was  
11   originally purchased by the dealer within five years before the date of  
12   the termination action, (ii) was originally purchased upon the  
13   manufacturer's or distributor's request, and (iii) can no longer be used  
14   in the normal course of the dealer's ongoing business. The manufacturer  
15   or distributor shall pay to the dealer one hundred percent of the net  
16   cost that the dealer paid to acquire such equipment, tools, signage, and  
17   machinery. The manufacturer or distributor shall reimburse the dealer for  
18   any freight, destination, delivery, and distribution charges and sales  
19   taxes, if any, related to the original purchase and the repurchase of  
20   such equipment, tools, signage, and machinery.

21            (3) Any repurchased recreational vehicle shall be paid for in full  
22   before such recreational vehicle is removed from the dealer's premises.  
23   After payment in full and upon the request of the manufacturer or  
24   distributor, such recreational vehicle shall be immediately surrendered  
25   to the manufacturer or distributor.

26            **Sec. 16.** Notwithstanding any other provision of the Recreational  
27   Vehicle Industry Regulation Act, if any recreational vehicle of a model  
28   or line-make that is the subject of a termination agreement is not  
29   repurchased or required to be repurchased by the manufacturer or  
30   distributor, a dealer may sell the remaining inventory of such model or  
31   line-make or any accessory or part for such model or line-make that such

1 dealer has in stock.

2 Sec. 17. (1) Prior to entering a new manufacturer-dealer agreement  
3 to sell a same line-make, a dealer shall provide written notice to each  
4 manufacturer and distributor with which the dealer has a manufacturer-  
5 dealer agreement.

6 (2) Such written notice shall:

7 (a) Be provided to the headquarters of the manufacturer or  
8 distributor at least thirty days prior to entering the new manufacturer-  
9 dealer agreement;

10 (b) Specify that the dealer will be entering a new manufacturer-  
11 dealer agreement;

12 (c) Specify the line-make that is the subject of the new  
13 manufacturer-dealer agreement; and

14 (d) Specify the length of time that the new manufacturer-dealer  
15 agreement will be effective.

16 Sec. 18. A manufacturer-dealer agreement that has been renewed  
17 shall not require additional inventory stocking requirements or increased  
18 retail sales targets in excess of the market growth in the dealer's area  
19 of sales responsibility.

20 Sec. 19. (1) A dealer shall provide written notice to each  
21 manufacturer and distributor with which the manufacturer is currently  
22 under a manufacturer-dealer agreement that such dealer intends to change  
23 ownership by any manner, including the sale of assets of the dealer and a  
24 stock transfer. Such written notice shall be provided at least ten  
25 business days before the change of ownership to the headquarters of each  
26 such manufacturer and distributor.

27 (2)(a) Within three business days after receiving a written notice  
28 under this section, a manufacturer or distributor may request the dealer  
29 to provide any supporting documentation that is required by the  
30 manufacturer or distributor to determine if such manufacturer or  
31 distributor will object to the change in ownership.

1       (b) Any such requested supporting documentation shall be provided by  
2       the dealer within three business days after receiving the request for  
3       such supporting documentation.

4       **Sec. 20.** (1) A manufacturer or distributor shall not object to a  
5       change in ownership of a dealer unless:

6           (a) The change in ownership would breach the manufacturer-dealer  
7       agreement;

8           (b) The dealer failed to provide any requested supporting  
9       documentation under section 19 of this act;

10           (c) The prospective transferee:

11              (i) Has been terminated for cause in a termination action initiated  
12       by the manufacturer under a previous manufacturer-dealer agreement;

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

15              (iii) Lacks any license necessary to own and operate the dealership  
16       under the Recreational Vehicle Industry Regulation Act;

17              (iv) Does not have an active line of credit that is sufficient to  
18       purchase the manufacturer's or distributor's products under the  
19       manufacturer-dealer agreement; or

20              (v) Within the ten years prior to the date of receipt of the written  
21       notice provided under section 19 of this act, has undergone bankruptcy,  
22       insolvency, a general assignment for the benefit of creditors, or the  
23       appointment of a receiver, trustee, or conservator to take possession of  
24       the transferee's business or property; or

25           (d) If the prospective transferee is a family member of the dealer,  
26       such family member intends to do any of the following without the consent  
27       of the manufacturer or distributor:

28              (i) Relocate the dealership to any location; or

29              (ii) Alter the terms or conditions of the manufacturer-dealer  
30       agreement.

31           (2) If the manufacturer or distributor objects to a change of

1 ownership, the manufacturer or distributor shall provide written notice  
2 of its reasons for the objection to the dealer within seven business days  
3 after receipt of the written notification provided by the dealer under  
4 section 19 of this act. The manufacturer or distributor has the burden of  
5 proof with regard to its objection.

6 (3) If a manufacturer or distributor does not object to the change  
7 in ownership pursuant to this section, the change in ownership shall be  
8 deemed approved by such manufacturer or distributor.

9 **Sec. 21.** A warrantor shall:

10 (1) Specify a dealer's obligations, if any, for preparation,  
11 delivery, and consumer care on products that are under warranty by the  
12 warrantor. Any such obligations shall be specified in writing;

13 (2) Compensate a dealer for consumer care that is (i) performed by  
14 such dealer and (ii) covered by a warranty issued by the warrantor;

15 (3) Create a schedule of compensation and provide such schedule to  
16 each dealer that is authorized by the warrantor to perform warranty  
17 service; and

18 (4) Whenever the warrantor modifies a schedule of compensation,  
19 provide such updated schedule of compensation to each dealer that is  
20 authorized by the warrantor to perform warranty service.

21 **Sec. 22.** (1) A schedule of compensation that is created or modified  
22 by a warrantor shall include the:

23 (a) Reasonable compensation that will be paid by the warrantor to  
24 the dealer for performing consumer care. Such compensation shall not be  
25 less than the lowest retail labor rate actually charged by the dealer in  
26 the ordinary course of business for like nonwarranty consumer care; and

27 (b) Reasonable time allowances for the performance of consumer care.

28 (2)(a) Any particular consumer care that is performed by a dealer  
29 and that is not included in a schedule of compensation shall be paid by  
30 the warrantor at the actual time expended to complete the consumer care.

31 (b) A warrantor may dispute a payment required by subdivision (a) of

1     this subsection. A warrantor that disputes any such payment shall:  
2         (i) Demonstrate that the actual time claimed by the dealer to  
3         perform the consumer care was not reasonable; and  
4         (ii) Pay the dealer a reasonable sum for the performance of the  
5         consumer care.

6         (c) The burden of proof for any dispute under this subsection lies  
7         with the warrantor.

8         **Sec. 23.** A dealer that replaces a warranty part shall be paid the  
9         following by the warrantor that issued the warranty for such warranty  
10         part:

11             (1) The actual wholesale cost paid by the dealer for the warranty  
12         part;

13             (2) A handling charge equal to the lesser amount of:  
14                 (a) Thirty percent of the actual wholesale cost paid by the dealer  
15         for the warranty part. If a part is sent to the dealer at no cost, the  
16         warrantor shall pay to the dealer an amount equal to thirty percent of  
17         the wholesale cost of the part; or

18                 (b) Three hundred dollars; and

19             (3) The freight cost to ship to the warrantor the part that was  
20         replaced, if the warrantor requests for such part to be shipped to the  
21         warrantor.

22         **Sec. 24.** A warrantor may ship parts to the dealer so that such  
23         dealer will be able to carry out factory campaign work. If such parts are  
24         in excess of a dealer's requirements, the dealer may return the unused  
25         parts to the warrantor for credit after completion of the factory  
26         campaign.

27         **Sec. 25.** A dealer shall notify the warrantor as soon as reasonably  
28         possible, verbally or in writing, if the dealer is unable or unwilling to  
29         perform material or repetitive consumer care.

30         **Sec. 26.** (1) A warrantor may conduct a warranty audit of any dealer  
31         that requests warranty compensation from the warrantor.

1       (2) A warrantor may conduct such warranty audits for any number of  
2       such dealers, but not more often for each such dealer than three months  
3       since the last warranty audit conducted by such warrantor.

4       **Sec. 27.** (1) A dealer shall submit a warranty compensation claim  
5       within forty-five days after completing consumer care relating to the  
6       compensation claim. Such claim shall be in the manner and form prescribed  
7       by the warrantor.

8       (2) A request by a dealer for payment of warranty compensation shall  
9       not be denied except for cause, including performance of nonwarranty  
10       repairs, material noncompliance with the warrantor's published policies  
11       and procedures, lack of material documentation, fraud, and  
12       misrepresentation.

13       (3) A warrantor shall provide written notice to the dealer for any  
14       warranty claim that the warrantor denies. Such written notice shall be  
15       provided to the headquarters of the dealer within forty-five days after  
16       the date of submission for payment of warranty compensation by the  
17       dealer.

18       (4) Any claim that is not denied pursuant to subsection (3) of this  
19       section shall be deemed to be approved and shall be paid within sixty  
20       days after the date of submission for payment of warranty compensation by  
21       the dealer.

22       **Sec. 28.** A warrantor shall not:

23       (1) Fail to perform any of its warranty obligations;

24       (2) Fail to include, in any written notice of a factory campaign  
25       that is provided to any recreational vehicle owner or dealer, the  
26       expected date when necessary parts and equipment, including tires,  
27       chassis, and chassis parts, will be available to dealers to perform  
28       factory campaign work;

29       (3) Fail to compensate a dealer for authorized consumer care that  
30       was completed by the dealer relating to merchandise that was damaged:

31       (a) During the manufacturing process; or

1       (b) During transit to the dealer, if the carrier that provided  
2       transit was designated by the warrantor, factory branch, distributor, or  
3       distributor branch;

4       (4) Fail to compensate a dealer for authorized warranty service in  
5       accordance with the time allowances set forth in the schedule of  
6       compensation, if such warranty service was performed in a timely and  
7       competent manner;

8       (5) Intentionally misrepresent in any way to any purchaser of a  
9       recreational vehicle that any warranty with respect to the manufacture,  
10       performance, or design of the recreational vehicle is made by the dealer  
11       as a warrantor or co-warrantor; or

12       (6) Require the dealer to make any warranty to any customer in any  
13       manner related to the manufacture of a recreational vehicle.

14       **Sec. 29.** A dealer shall not:

15       (1) Fail to perform predelivery inspection functions, as specified  
16       by the warrantor, in a competent and timely manner;

17       (2) Fail to perform warranty service that is authorized by a  
18       warrantor in a reasonably competent and timely manner on any transient  
19       customer's recreational vehicle if such recreational vehicle is the same  
20       line-make sold by the dealer. This subdivision does not apply if the  
21       dealer determines that the transient customer is acting in a manner  
22       detrimental to the dealer's business;

23       (3) Fail to track actual time expended to perform warranty service  
24       that is not governed by time allowances in the schedule of compensation;

25       (4) Claim an agency relationship with a warrantor or a manufacturer;  
26       or

27       (5) Misrepresent the terms of any warranty.

28       **Sec. 30.** (1)(a) Except as provided in subdivision (d) of this  
29       subsection, a warrantor shall not fail to indemnify, defend, and hold  
30       harmless a dealer that performed warranty service on behalf of such  
31       warrantor against any loss or damage to the extent such loss or damage

1   was caused by the negligence or willful misconduct of such warrantor.

2       (b) Except as provided in subdivision (d) of this subsection, such  
3   dealer shall not be denied indemnification by such warrantor or a defense  
4   against such warrantor for failing to discover, disclose, or remedy a  
5   defect in the design or manufacturing of a recreational vehicle.

6       (c) Such dealer shall provide to such warrantor a copy of the  
7   complaint in any legal proceeding in which any allegation is made that  
8   relates to warranty service described in this subsection. Such copy shall  
9   be provided to the headquarters of such warrantor within ten calendar  
10   days after such dealer receives such complaint.

11       (d) Subdivisions (a) and (b) of this subsection do not apply for a  
12   legal proceeding if a dealer does not comply with subdivision (c) of this  
13   subsection.

14       (2)(a) Except as provided in subdivision (c) of this subsection, a  
15   dealer shall not fail to indemnify, defend, and hold harmless a warrantor  
16   for which the dealer performed warranty service against any loss or  
17   damage to the extent such loss or damage was caused by the negligence or  
18   willful misconduct of such dealer.

19       (b) Except as provided in subdivision (c) of this subsection, such  
20   warrantor shall provide to such dealer a copy of the complaint in any  
21   legal proceeding in which any allegation is made that relates to warranty  
22   service described in this subsection. Such copy shall be provided to the  
23   headquarters of such dealer within ten calendar days after such warrantor  
24   receives such complaint.

25       (c) Subdivision (a) of this subsection does not apply for a legal  
26   proceeding if a warrantor does not comply with subdivision (b) of this  
27   subsection.

28       (3) Indemnification under this section includes court costs,  
29   reasonable attorney's fees, and expert witness fees.

30       Sec. 31. (1) If a new recreational vehicle is damaged prior to  
31   transit to a dealer or is damaged in transit to a dealer and the carrier

1 or means of transportation was selected by the manufacturer or  
2 distributor, the dealer shall notify the manufacturer or distributor of  
3 the damage within the timeframe specified in the manufacturer-dealer  
4 agreement and:

5 (a) Request authorization from the manufacturer or distributor to  
6 replace or correct any component, part, or accessory that was damaged; or  
7 (b) Not take delivery of the recreational vehicle.

8 (2) The ownership of a new recreational vehicle described in  
9 subsection (1) of this section reverts to the manufacturer or distributor  
10 if:

11 (a) A dealer requests authorization under subdivision (1)(a) of this  
12 section and the manufacturer or distributor refuses or fails to make such  
13 authorization within ten business days after receiving the notification  
14 described in subsection (1) of this section; or

15 (b) The dealer does not take delivery of the recreational vehicle.

16 (3) A dealer that takes custody of a recreational vehicle described  
17 in subsection (1) of this section shall exercise due care with such  
18 recreational vehicle, but such dealer shall have no other obligations,  
19 financial or otherwise, with respect to such recreational vehicle.

20 (4)(a) For purposes of this subsection, unreasonable amount of miles  
21 means any amount determined by the dealer that is not less than the sum  
22 of:

23 (i) For recreational vehicles delivered from a manufacturer, one  
24 hundred miles plus the shortest distance over paved roads beginning at  
25 the location where the recreational vehicle was manufactured and ending  
26 at the dealership location; or

27 (ii) For recreational vehicles delivered from a distributor, one  
28 hundred miles plus the shortest distance over paved roads beginning from  
29 the location where the recreational vehicle was manufactured, through the  
30 location of the distributor, and ending at the dealership location.

31 (b) A dealer may choose to not take delivery of any new recreational

1    vehicle if the odometer for such recreational vehicle indicates an  
2    unreasonable amount of miles. The ownership of such recreational vehicle  
3    shall revert to the manufacturer or distributor.

4    Sec. 32. (1) For purposes of this section, coerce includes, but is  
5    not limited to:

6        (a) Threatening to initiate a termination action or not renew a  
7    manufacturer-dealer agreement without good cause;

8        (b) Threatening to withhold any product as an inducement to amending  
9    the manufacturer-dealer agreement; and

10        (c) Delaying the delivery of any product as an inducement to  
11    amending the manufacturer-dealer agreement.

12        (2) A manufacturer or distributor shall not coerce or attempt to  
13    coerce any dealer to:

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

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

16        (c) Take any action that is unfair or unreasonable to the dealer;

17        (d) Enter into any agreement that requires the dealer to submit to  
18    binding arbitration or otherwise waive any right or responsibility  
19    provided under the Recreational Vehicle Industry Regulation Act; or

20        (e) Forego exercising a right authorized by a manufacturer-dealer  
21    agreement or any law governing the manufacturer, distributor, or dealer.

22        (3) The dealer bears the burden of proof regarding any coercive  
23    action by a manufacturer or distributor that is prohibited under this  
24    section.

25        Sec. 33. (1)(a) A dealer, manufacturer, distributor, or warrantor  
26    that is injured by a violation of the Recreational Vehicle Industry  
27    Regulation Act may bring a civil action to recover actual damages.

28        (b) Venue for any civil action under this section shall be brought:

29        (i) If only one dealer is a party to the civil action, in the county  
30    court of the county where the dealership is located;

31        (ii) If more than one dealer is a party to the civil action, in any

1     county court of a county where a dealer that is a party to the action is  
2     located; or

3         (iii) If no party to the civil action is a dealer, in any county  
4     court with relevant jurisdiction.

5         (c) The court shall award attorney's fees and costs to the  
6     prevailing party in such action.

7         (2)(a) Before bringing a civil action under this section, the party  
8     that is bringing the civil action for an alleged violation shall serve a  
9     written demand for mediation upon the offending party.

10         (b) The demand for mediation shall be served upon the offending  
11     party via certified mail at the address:

12             (i) Stated within the manufacturer-dealer agreement between the  
13     parties;

14             (ii) If there is no manufacturer-dealer agreement between the  
15     parties or if the address described in subdivision (b)(i) of this  
16     subsection does not exist or is no longer valid, the address specified by  
17     the offending party in such party's license application under the  
18     Recreational Vehicle Industry Regulation Act.

19         (c) The demand for mediation shall contain a brief statement of the  
20     dispute and the relief sought by the party serving the demand.

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

28         (e) The service of a demand for mediation under this subsection  
29     stays any statute of limitations or statute of repose for the filing of  
30     any complaint, petition, protest, or action under the Recreational  
31     Vehicle Industry Regulation Act until representatives of all parties have

1    met with a mutually selected mediator for the purpose of attempting to  
2    mediate the dispute. If a complaint, petition, protest, or action is  
3    filed before such mediation, the court shall enter an order suspending  
4    the proceeding or action until the mediation has occurred and may, upon  
5    written stipulation of all parties to the proceeding or action that the  
6    parties wish to continue to mediate under this subsection, enter an order  
7    suspending the proceeding or action until a date that the court considers  
8    appropriate. A suspension order issued under this subdivision may be  
9    revoked by the court.

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

12        **Sec. 34.**    (1)(a) A dealer, manufacturer, distributor, or warrantor  
13        may bring a civil action in county court to seek injunctive relief  
14        relating to a violation or a potential violation of the Recreational  
15        Vehicle Industry Regulation Act or a manufacturer-dealer agreement.

16        (b) Venue for any civil action under this section shall be brought:

17            (i) If only one dealer is a party to the civil action, in the county  
18            court of the county where the dealership is located;

19            (ii) If more than one dealer is a party to the civil action, in any  
20            county court of a county where a dealer that is a party to the action is  
21            located; or

22            (iii) If no party to the civil action is a dealer, in any county  
23            court with relevant jurisdiction.

24        (2) After a hearing and if cause has been shown, the court may issue  
25        a temporary or permanent injunction, or both, that restrains any person  
26        from violating the Recreational Vehicle Industry Regulation Act or a  
27        manufacturer-dealer agreement.

28        (3) Such injunction shall be issued without bond.

29        (4) A single act in violation of the Recreational Vehicle Industry  
30        Regulation Act is sufficient to authorize the issuance of an injunction  
31        under this section.

1       **Sec. 35.** (1) The board may suspend or revoke the license of any  
2 licensee under the Recreational Vehicle Industry Regulation Act upon a  
3 finding that any such licensee has violated the Recreational Vehicle  
4 Industry Regulation Act.

5       (2) The board may impose and collect a civil penalty against any  
6 licensee if the board finds that such licensee has violated the  
7 Recreational Vehicle Industry Regulation Act. Such civil penalty shall  
8 not exceed one thousand dollars for each violation of the Recreational  
9 Vehicle Industry Regulation Act. All civil penalties received by the  
10 board shall be remitted to the State Treasurer for distribution in  
11 accordance with Article VII, section 5, of the Constitution of Nebraska.

12       (3) Any suspension, revocation, or imposition under this section may  
13 be appealed by the licensee pursuant to the Administrative Procedure Act.

14       **Sec. 36.** Section 60-1402, Reissue Revised Statutes of Nebraska, is  
15 amended to read:

16       60-1402 (1) The There is hereby established the Nebraska Motor  
17 Vehicle Industry Licensing Board is created.

18       (2) The Board which shall consist of the Director of Motor Vehicles,  
19 who shall be the chairperson of the board, and the following eleven nine  
20 members appointed by the Governor as follows:

21       (a) One factory representative; ,

22       (b) One one member of the general public; ,

23       (c) One and one motorcycle dealer; , all of whom shall be appointed  
24 from the state at large,

25       (d) One one new motor vehicle dealer from each of the three  
26 congressional districts of the state as the districts existed are  
27 constituted on October 19, 1963; ,

28       (e) Two and two used motor vehicle dealers. Not and one trailer  
29 dealer or combination motor vehicle or trailer dealer, not more than one  
30 used motor vehicle dealer shall be being appointed from the same  
31 congressional district as such districts existed they are constituted on

1    October 19, 1963; ~~✓~~

2        (f) One and the trailer dealer or combination motor vehicle or  
3    ~~trailer dealer; being appointed from the state at large.~~

4        (g) One recreational vehicle dealer that is licensed under the  
5    Recreational Vehicle Industry Regulation Act; and

6        (h) One recreational vehicle manufacturer that is licensed under the  
7    Recreational Vehicle Industry Regulation Act.

8        (3) No member of the board shall participate in any manner in a  
9    proceeding before the board involving his or her licensed business.

10       (4)(a) (2) On October 19, 1963, the Governor shall appoint a new  
11    motor vehicle dealer and a trailer dealer or combination motor vehicle or  
12    trailer dealer to the board. In making the appointments, the Governor  
13    shall appoint one of the new members for one year and one for two years  
14    as designated by the Governor in making the appointments.

15       (b) On January 1, 1972, the Governor shall appoint one factory  
16    representative and one member of the general public to the board,  
17    designating one to serve for a term of one year and one for a term of two  
18    years.

19       (c) On January 1, 1974, the Governor shall appoint one motorcycle  
20    dealer to serve for a term of three years.

21       (d) No later than January 1, 2027, the Governor shall appoint the  
22    members described in subdivisions (2)(g) and (h) of this section. Such  
23    members shall be appointed for terms of three years. Such three-year  
24    terms shall begin on January 1, 2027.

25       (5)(a) At the expiration of the term of any appointed member of the  
26    board, the Governor shall appoint a successor for a term of three years.

27       (b) In the event of a vacancy on the board, the Governor shall fill  
28    such vacancy by appointing a member to serve during the unexpired term of  
29    the member whose office has become vacant.

30       (c) No member appointed shall serve more than two consecutive terms.

31       (6) The action of the majority of the members of the board shall be

1       deemed the action of the board.

2           (7) All appointments made to the board, except the Director of Motor  
3       Vehicles, shall be confirmed by the Legislature if in session. In the  
4       event the Legislature is not in session all appointments including  
5       appointments to fill a vacancy shall be temporary appointments until the  
6       next meeting of the Legislature when the Governor shall nominate some  
7       person to fill the office. Any person so nominated who is confirmed by  
8       the Legislature shall hold office during the remainder of the term.

9           (8) No appointed person may act as a member of the board while  
10      holding any other elective or appointive state or federal office except  
11      the Director of Motor Vehicles.

12           (9) All appointed members of the board shall be paid fifty dollars  
13      for each day actually engaged in the performance of their duties and be  
14      entitled to their reasonable traveling expenses in the performance of  
15      their duties.

16       **Sec. 37.** Section 60-1438.01, Revised Statutes Cumulative Supplement,  
17      2024, is amended to read:

18       60-1438.01 (1) For purposes of this section, manufacturer or  
19      distributor includes (a) a factory representative or a distributor  
20      representative or (b) a person who is affiliated with a manufacturer or  
21      distributor or who, directly or indirectly through an intermediary, is  
22      controlled by, or is under common control with, the manufacturer or  
23      distributor. A person is controlled by a manufacturer or distributor if  
24      the manufacturer or distributor has the authority directly or indirectly,  
25      by law or by agreement of the parties, to direct or influence the  
26      management and policies of the person. A franchise agreement with a  
27      Nebraska-licensed dealer which conforms to and is subject to the Motor  
28      Vehicle Industry Regulation Act is not control for purposes of this  
29      section.

30       (2) Except as provided in this section, a manufacturer or  
31      distributor shall not directly or indirectly:

1           (a) Own an interest in a franchise, franchisee, or consumer care or  
2 service facility, except that a manufacturer or distributor may hold  
3 stock in a publicly held franchise, franchisee, or consumer care or  
4 service facility so long as the manufacturer or distributor does not by  
5 virtue of holding such stock operate or control the franchise,  
6 franchisee, or consumer care or service facility;

7           (b) Operate or control a franchise, franchisee, or consumer care or  
8 service facility;

9           (c) Act in the capacity of a franchisee or motor vehicle dealer; or  
10           (d) Own, operate, or control any consumer care or service facility  
11 or perform warranty or nonwarranty work on any vehicle manufactured by  
12 such manufacturer or distributor, unless such manufacturer or  
13 distributor:

14           (i) Manufactures and distributes electric vehicles; and  
15           (ii) Is not nor has ever been a franchisor in this state.

16           (3) A manufacturer or distributor may own an interest in a  
17 franchisee or otherwise control a franchise for a period not to exceed  
18 twelve months after the date the manufacturer or distributor acquires the  
19 franchise if:

20           (a) The person from whom the manufacturer or distributor acquired  
21 the franchise was a franchisee; and

22           (b) The franchise is for sale by the manufacturer or distributor.

23           (4) For purposes of broadening the diversity of its franchisees and  
24 enhancing opportunities for qualified persons who lack the resources to  
25 purchase a franchise outright, but for no other purpose, a manufacturer  
26 or distributor may temporarily own an interest in a franchise if the  
27 manufacturer's or distributor's participation in the franchise is in a  
28 bona fide relationship with a franchisee and the franchisee:

29           (a) Has made a significant investment in the franchise, which  
30 investment is subject to loss;

31           (b) Has an ownership interest in the franchise; and

1                   (c) Operates the franchise under a plan to acquire full ownership of  
2                   the franchise within a reasonable time and under reasonable terms and  
3                   conditions.

4                   (5) On a showing of good cause by a manufacturer or distributor, the  
5                   board may extend the time limit set forth in subsection (3) of this  
6                   section. An extension may not exceed twelve months. An application for an  
7                   extension after the first extension is granted is subject to protest by a  
8                   franchisee of the same line-make whose franchise is located in the same  
9                   community as the franchise owned or controlled by the manufacturer or  
10                   distributor.

11                   (6) The prohibition in subdivision (2)(b) of this section shall not  
12                   apply to any manufacturer of manufactured housing, ~~—recreational~~  
13                   ~~vehicles~~, or trailers.

14                   (7) The prohibitions set forth in subsection (2) of this section  
15                   shall not apply to a manufacturer that:

16                   (a) Does not own or operate more than two such dealers or dealership  
17                   locations in this state;

18                   (b) Owned, operated, or controlled a warranty repair or service  
19                   facility in this state as of January 1, 2016;

20                   (c) Manufactures engines for installation in a motor-driven vehicle  
21                   with a gross vehicle weight rating of more than sixteen thousand pounds  
22                   for which motor-driven vehicle evidence of title is required as a  
23                   condition precedent to registration under the laws of this state, if the  
24                   manufacturer is not otherwise a manufacturer of motor vehicles; and

25                   (d) Provides to dealers on substantially equal terms access to all  
26                   support for completing repairs, including, but not limited to, parts and  
27                   assemblies, training and technical service bulletins, and other  
28                   information concerning repairs that the manufacturer provides to  
29                   facilities owned, operated, or controlled by the manufacturer.

30                   **Sec. 38.** Section 60-2701, Reissue Revised Statutes of Nebraska, is  
31                   amended to read:

1        60-2701 As used in sections 60-2701 to 60-2709, unless the context  
2 otherwise requires:

3            (1) Consumer means shall mean the purchaser, other than for purposes  
4 of resale, of a motor vehicle normally used for personal, family,  
5 household, or business purposes, any person to whom such motor vehicle is  
6 transferred for the same purposes during the duration of an express  
7 warranty applicable to such motor vehicle, and any other person entitled  
8 by the terms of such warranty to enforce the obligations of the warranty;

9            (2) Motor vehicle means shall mean a new motor vehicle as defined in  
10 section 60-1401.30 that which is sold in this state, excluding  
11 recreational vehicles as defined in section 4 of this act section 60-347;  
12 and

13            (3) Manufacturer's express warranty means shall mean the written  
14 warranty, so labeled, of the manufacturer of a new motor vehicle.

15        **Sec. 39.** Section 71-4603, Revised Statutes Cumulative Supplement,  
16 2024, is amended to read:

17        71-4603 For purposes of the Uniform Standard Code for Manufactured  
18 Homes and Recreational Vehicles, unless the context otherwise requires:

19            (1) Camping trailer means a vehicular portable unit mounted on  
20 wheels and constructed with collapsible partial side walls which fold for  
21 towing by another vehicle and unfold at the campsite to provide temporary  
22 living quarters for recreational, camping, or travel use;

23            (2) Commission means the Public Service Commission;

24            (3) Dealer means any of the following a person licensed by the state  
25 pursuant to the Motor Vehicle Industry Regulation Act as a dealer in  
26 manufactured homes or recreational vehicles or any other person, other  
27 than a manufacturer, who sells, offers to sell, distributes, or leases  
28 manufactured homes or recreational vehicles primarily to persons who in  
29 good faith purchase or lease a manufactured home or recreational vehicle  
30 for purposes other than resale: ;

31            (a) A person licensed by the state pursuant to the Motor Vehicle

1     Industry Regulation Act as a dealer in manufactured homes;

2        (b) A person licensed by the state pursuant to the Recreational

3     Vehicle Industry Regulation Act as a dealer in recreational vehicles; or

4        (c) Any other person, other than a manufacturer;

5           (4) Defect means a failure to conform to an applicable construction  
6     standard that renders the manufactured home or recreational vehicle or  
7     any component of the manufactured home or recreational vehicle not fit  
8     for the ordinary use for which it was intended but does not result in an  
9     unreasonable risk of injury or death to occupants;

10          (5) Distributor means any person engaged in the sale and  
11     distribution of manufactured homes or recreational vehicles for resale;

12          (6) Failure to conform means a defect, a serious defect,  
13     noncompliance, or an imminent safety hazard related to the code;

14          (7) Fifth-wheel trailer means a unit mounted on wheels, designed to  
15     provide temporary living quarters for recreational, camping, or travel  
16     use, of such size or weight as not to require a special highway movement  
17     permit, and designed to be towed by a motorized vehicle that contains a  
18     towing mechanism that is mounted above or forward of the tow vehicle's  
19     rear axle;

20          (8) Gross trailer area means the total plan area measured on the  
21     exterior to the maximum horizontal projections of exterior wall in the  
22     setup mode and includes all siding, corner trims, moldings, storage  
23     spaces, expandable room sections regardless of height, and areas enclosed  
24     by windows but does not include roof overhangs. Storage lofts contained  
25     within the basic unit shall have ceiling heights less than five feet and  
26     shall not constitute additional square footage. Appurtenances, as defined  
27     in subdivision (2)(k) of section 60-6,288, shall not be considered in  
28     calculating the gross trailer area as provided in such subdivision;

29          (9) Imminent safety hazard means a hazard that presents an imminent  
30     and unreasonable risk of death or severe personal injury;

31          (10) Manufactured home means a structure, transportable in one or

1 more sections, which in the traveling mode is eight body feet or more in  
2 width or forty body feet or more in length or when erected on site is  
3 three hundred twenty or more square feet and which is built on a  
4 permanent chassis and designed to be used as a dwelling with or without a  
5 permanent foundation when connected to the required utilities and  
6 includes the plumbing, heating, air conditioning, and electrical systems  
7 contained in the structure, except that manufactured home includes any  
8 structure that meets all of the requirements of this subdivision other  
9 than the size requirements and with respect to which the manufacturer  
10 voluntarily files a certification required by the United States Secretary  
11 of Housing and Urban Development and complies with the standards  
12 established under the National Manufactured Housing Construction and  
13 Safety Standards Act of 1974, as such act existed on September 1, 2001,  
14 42 U.S.C. 5401 et seq.;

15 (11) Manufactured-home construction means all activities relating to  
16 the assembly and manufacture of a manufactured home, including, but not  
17 limited to, activities relating to durability, quality, and safety;

18 (12) Manufactured-home safety means the performance of a  
19 manufactured home in such a manner that the public is protected against  
20 any unreasonable risk of the occurrence of accidents due to the design or  
21 construction of such manufactured home or any unreasonable risk of death  
22 or injury to the user or to the public if such accidents do occur;

23 (13) Manufacturer means any person engaged in manufacturing,  
24 assembling, or completing manufactured homes or recreational vehicles;

25 (14) Motor home means a vehicular unit primarily designed to provide  
26 temporary living quarters which are built into an integral part of, or  
27 permanently attached to, a self-propelled motor vehicle chassis or van,  
28 containing permanently installed independent life-support systems that  
29 meet the state standard for recreational vehicles and providing at least  
30 four of the following facilities: Cooking; refrigeration or ice box;  
31 self-contained toilet; heating, air conditioning, or both; a potable

1 water supply system including a faucet and sink; separate one-hundred-  
2 twenty-nominal-volt electrical power supply; or LP gas supply;

3 (15) Noncompliance means a failure to comply with an applicable  
4 construction standard that does not constitute a defect, a serious  
5 defect, or an imminent safety hazard;

6 (16) Park model recreational vehicle means a vehicular unit which  
7 meets the following criteria:

8 (a) Is designed and marketed as temporary living quarters for  
9 recreational, camping, travel, or seasonal use;

10 (b) Is not permanently affixed to real property for use as a  
11 permanent dwelling;

12 (c) Is built on a single chassis mounted on wheels with a gross  
13 trailer area not exceeding four hundred square feet in the set up mode;  
14 and

15 (d) Is certified by the manufacturer as complying with the ANSI  
16 A119.5 Park Model Recreational Vehicle Standard of the American National  
17 Standards Institute, 2020 edition;

18 (17) Person means any individual, partnership, limited liability  
19 company, company, corporation, or association engaged in manufacturing,  
20 selling, offering to sell, or leasing manufactured homes or recreational  
21 vehicles;

22 (18) Purchaser means the first person purchasing a manufactured home  
23 or recreational vehicle in good faith for purposes other than resale;

24 (19) Recreational vehicle means a vehicular type unit primarily  
25 designed as temporary living quarters for recreational, camping, or  
26 travel use, which unit either has its own motive power or is mounted on  
27 or towed by another vehicle. Recreational vehicle includes, but is not  
28 limited to, travel trailer, park model recreational vehicle, camping  
29 trailer, truck camper, motor home, and van conversion;

30 (20) Seal means a device or insignia issued by the Department of  
31 Health and Human Services Regulation and Licensure prior to May 1, 1998,

1 or by the Public Service Commission on or after May 1, 1998, to be  
2 displayed on the exterior of a manufactured home or recreational vehicle  
3 to evidence compliance with state standards. The federal manufactured-  
4 home label shall be recognized as a seal;

5 (21) Serious defect means a failure to conform to an applicable  
6 construction standard that renders the manufactured home or recreational  
7 vehicle or any component of the manufactured home or recreational vehicle  
8 not fit for the ordinary use for which it was intended and which results  
9 in an unreasonable risk of injury or death to the occupants;

10 (22) Travel trailer means a vehicular unit mounted on wheels,  
11 designed to provide temporary living quarters for recreational, camping,  
12 or travel use of such size or weight as not to require special highway  
13 movement permits when towed by a motorized vehicle;

14 (23) Truck camper means a portable unit constructed to provide  
15 temporary living quarters for recreational, travel, or camping use,  
16 consisting of a roof, floor, and sides and designed to be loaded onto and  
17 unloaded from the bed of a pickup truck; and

18 (24) Van conversion means a completed vehicle permanently altered  
19 cosmetically, structurally, or both which has been recertified by the  
20 state as a multipurpose passenger vehicle but which does not conform to  
21 or otherwise meet the definition of a motor home in this section and  
22 which contains at least one plumbing, heating, or one-hundred-twenty-  
23 nominal-volt electrical component subject to the provisions of the state  
24 standard for recreational vehicles. Van conversion does not include any  
25 such vehicle that lacks any plumbing, heating, or one-hundred-twenty-  
26 nominal-volt electrical system but contains an extension of the low-  
27 voltage automotive circuitry.

28 **Sec. 40.** This act becomes operative on October 1, 2026.

29 **Sec. 41.** Original sections 60-1402 and 60-2701, Reissue Revised  
30 Statutes of Nebraska, and sections 60-1438.01 and 71-4603, Revised  
31 Statutes Cumulative Supplement, 2024, are repealed.