

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; ~~τ~~

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

23 (c) One ~~and one~~ motorcycle dealer; ~~τ, 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; ~~τ~~

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; ~~7~~

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.