

SENATE SUBSTITUTE TO HB 117

AS PASSED SENATE

A BILL TO BE ENTITLED

AN ACT

1 To amend provisions of the Official Code of Georgia Annotated relating to dealers and
 2 franchises of motorcycles, recreational vehicles, utility vehicles, and all-terrain vehicles;
 3 to amend Chapter 1 of Title 10 of the Official Code of Georgia Annotated, relating to selling
 4 and other trade practices, so as to exempt motorcycles, all-terrain vehicles, and utility
 5 vehicles from the definition of motor vehicle relative to motor vehicle franchises; to provide
 6 for certain franchise agreement exemptions for rallies or conventions involving more than
 7 2,500 recreational vehicles; to provide for definitions; to provide purposes and policies to
 8 protect motorcycle, all-terrain vehicle, and utility vehicle dealers; to provide for sales of such
 9 vehicles; to provide for changing or terminating sales areas only for good cause; to provide
 10 for notice of termination or substantial change to a sales area; to provide for repurchase of
 11 inventories by the grantor upon termination of a dealership; to provide that it is illegal for a
 12 grantor to coerce a dealer to purchase its parts or accessories; to provide that a grantor must
 13 approve a sale of a dealership if the terms are reasonable; to provide for succession of the
 14 dealership to the dealer's named beneficiaries; to provide for warranty obligations; to provide
 15 for dispute resolution; to prohibit certain distributions or sales; to provide for applicability;
 16 to provide an effective date; to provide for related matters; to repeal conflicting laws; and for
 17 other purposes.

18 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

19 Chapter 1 of Title 10 of the Official Code of Georgia Annotated, relating to selling and other
 20 trade practices, is amended by revising paragraph (10) of Code Section 10-1-622, relating
 21 to definitions relative to motor vehicle franchises, as follows:
 22

23 "(10) 'Motor vehicle' means every self-propelled vehicle intended primarily for use and
 24 operation on the public highways, except farm tractors and other machines and tools used
 25 in the production, harvesting, and care of farm products, construction equipment,
 26 motorcycles as defined in paragraph (7) of subsection (a) of Code Section 10-1-725,

1 all-terrain vehicles as defined in paragraph (1) of subsection (a) of Code Section
 2 10-1-725, utility vehicles as defined in paragraph (12) of subsection (a) of Code Section
 3 10-1-725, and recreational vehicles as defined in paragraph (5) of subsection (a) of Code
 4 Section 10-1-679."

5 SECTION 2.

6 Said chapter is further amended by revising Code Section 10-1-649.14, relating to franchise
 7 agreements required to sell or distribute recreational vehicles, as follows:

8 "10-1-679.14.

9 (a) It shall be unlawful for any dealer to sell or distribute any new recreational vehicle in
 10 Georgia unless the dealer has a franchise dealership agreement with a grantor with the
 11 express right to sell or distribute recreational vehicles in Georgia and meets the
 12 requirements and definitions provided in this article. Any dealer who does not meet the
 13 requirements of this article may participate in events where recreational vehicles are
 14 exhibited or demonstrated and seminars are provided but shall be prohibited from
 15 contracting to sell or distribute recreational vehicles to the public. Notwithstanding the
 16 foregoing, this Code section shall not apply to the sale of recreational vehicles at events
 17 sponsored by a Georgia based recreational vehicle grantor with manufacturing facilities
 18 located in the state, where recreational vehicles are sold or contracted for by its franchised
 19 out-of-state recreational vehicle dealers.

20 (b) This Code section shall not apply to any convention or rally involving more than 2,500
 21 recreational vehicles which are registered with the sponsor of said event; provided,
 22 however, that no dealers from outside of this state shall be invited to said event by a
 23 participating manufacturer unless all franchised Georgia dealers for such participating
 24 manufacturer shall be invited to said event, and there shall be no discrimination in terms
 25 of sales by a manufacturer to any franchised Georgia dealer for recreational vehicles to be
 26 sold at the convention or rally; nor shall any franchised Georgia dealer be required by a
 27 manufacturer to purchase inventory in addition to that required under a current franchise
 28 agreement between the manufacturer and such dealer in order for the dealer to participate
 29 in such convention or rally. Any participating out of state dealer that is not licensed by this
 30 state shall be from another state which authorizes recreational vehicle dealers licensed in
 31 this state to participate in similar conventions or rallies in such other state under conditions
 32 substantially equivalent to the conditions imposed by this subsection upon recreational
 33 vehicle dealers licensed in such other state. Out of state dealers shall register with the
 34 Department of Revenue and purchase a permit 30 days prior to participating in any rally
 35 in Georgia. The cost of the permit shall be \$500.00 per dealer. Nothing in this subsection
 36 shall be applied to impair an obligation of a contract existing on the effective date of this

1 subsection. Any manufacturer or dealer that violates this subsection shall not be eligible
2 to participate in any such events."

3 **SECTION 3.**

4 Said chapter is further amended by inserting a new Article 25A to read as follows:

5 "ARTICLE 25A

6 10-1-725.

7 (a) As used in this article, the term:

8 (1) 'All-terrain vehicle' means any motorized vehicle designed for off-road use which is
9 equipped with three or more low pressure tires and with a seat to be straddled by the
10 operator and with handlebars for steering control.

11 (2) 'Community of interest' means a continuing financial interest between the grantor and
12 the grantee in either the operation of the dealership business or the marketing of such
13 goods or services.

14 (3) 'Dealer' means a person who performs retail sales of new motorcycles, all-terrain
15 vehicles, or utility vehicle products situated in Georgia.

16 (4) 'Franchise' means an oral or written agreement for a definite or indefinite period of
17 time in which a manufacturer grants to a motorcycle, all-terrain vehicle, or utility vehicle
18 dealer permission to use a trade name, service mark, or related characteristic and in which
19 there is a community of interest in the marketing of motorcycle, all-terrain vehicle, or
20 utility vehicle products or services related thereto at wholesale or retail, whether by
21 leasing, sale, or otherwise.

22 (5) 'Grantor' means a person who grants a motorcycle, all-terrain vehicle, or utility
23 vehicle dealership.

24 (6) 'Moped' or 'scooter' means a motor driven cycle equipped with two wheels, with or
25 without foot pedals to permit muscular propulsion, and an independent power source
26 providing a maximum of two brake horsepower. If a combustion engine is used, the
27 maximum piston or rotor displacement shall be 3.05 cubic inches (50 cubic centimeters)
28 regardless of the number of chambers in such power source. The power source shall be
29 capable of propelling the vehicle, unassisted, at a speed not to exceed 30 miles per hour
30 (48.28 kilometers per hour) on level road surfaces and shall be equipped with a power
31 drive system that functions directly or automatically only, not requiring clutching or
32 shifting by the operator after the drive system is engaged.

1 (7) 'Motorcycle' means every motor vehicle having a seat or saddle for the use of the
2 rider and designed to travel on not more than three wheels in contact with the ground, but
3 excluding a tractor, all-terrain vehicle, utility vehicle, and moped.

4 (8) 'Motorcycle, all-terrain vehicle, or utility vehicle dealer' means a person who is a
5 grantee of a motorcycle, all-terrain vehicle, or utility vehicle dealership situated in
6 Georgia.

7 (9) 'Motorcycle, all-terrain vehicle, or utility vehicle dealership' means an established
8 place of business engaged in the marketing of new motorcycle, all-terrain vehicle, or
9 utility vehicle products or services related thereto at wholesale or retail, whether by
10 leasing, sale, or otherwise, and which is marked by an appropriate permanent sign; which
11 has a working telephone with a telephone number listed in the local phone directory;
12 which derives at least 75 percent of its revenue from the sale of new motorcycles,
13 all-terrain vehicles, or utility vehicles and from the sale of motorcycle, all-terrain vehicle,
14 or utility vehicle related products and services; and which provides services or repair for
15 such vehicles on site; provided, however, that any dealer as defined in Code Section
16 13-8-12 and subject to the provisions of Article 2 of Chapter 8 of Title 13 and which is
17 also engaged in the marketing of new motorcycle, all-terrain vehicle, or utility vehicle
18 products or services related thereto shall not be subject to the criteria of this paragraph
19 requiring that at least 75 percent of its revenue be derived from the sale of new
20 motorcycles, all-terrain vehicles, or utility vehicles and from the sale of motorcycle,
21 all-terrain vehicle, or utility vehicle related products and services.

22 (10) 'Person' means a natural person, partnership, joint venture, corporation, or other
23 entity.

24 (11) 'Relevant market area' means the larger of the following:

25 (A) The area of responsibility defined in the franchise agreement of an existing dealer;
26 or

27 (B) The geographic area within a radius of ten miles of any existing dealer of the same
28 line or make of vehicle that is located in a county with a population of more than
29 200,000 persons according to the most recent United States decennial census or within
30 a radius of 15 miles of an existing dealer of the same line or make of vehicle that is
31 located in a county with a population of 200,000 or fewer persons according to the most
32 recent United States decennial census.

33 (12) 'Tractor' means any self-propelled vehicle designed for use as a traveling power
34 plant or for drawing other vehicles but having no provision for carrying loads
35 independently.

36 (13) 'Utility vehicle' means any motorized vehicle designed and manufactured for
37 off-road use only which has a gross vehicle weight of 850 pounds or more and which is

1 equipped with four or more low pressure tires, with one or more bench or bucket seats
2 for the operator and passengers, with a steering wheel for steering control, and with a
3 cargo bed.

4 (b) For purposes of this article when determining whether there is good cause for a
5 proposed action, the trier of fact shall consider:

6 (1) The volume of the affected dealer's business in the relevant market area;

7 (2) The nature and extent of the dealer's investment in its business;

8 (3) The adequacy of the dealer's service facilities, equipment, parts, supplies, and
9 personnel;

10 (4) The effect of the proposed action on the community;

11 (5) The extent and quality of the dealer's service under motorcycle, all-terrain vehicle,
12 or utility vehicle warranties; and

13 (6) The dealer's performance under the terms of its franchise agreement.

14 10-1-725.1.

15 (a) This article shall be reasonably construed and applied to promote its underlying
16 remedial purposes and policies.

17 (b) The underlying purposes and policies of this article are:

18 (1) To promote the compelling interest of the public in fair business relations between
19 motorcycle, all-terrain vehicle, and utility vehicle dealers and grantors and in the
20 continuation of motorcycle, all-terrain vehicle, and utility vehicle dealerships on a fair
21 basis;

22 (2) To protect motorcycle, all-terrain vehicle, and utility vehicle dealers against unfair
23 treatment by grantors who inherently have superior economic power and superior
24 bargaining power in the negotiations of motorcycle, all-terrain vehicle, and utility vehicle
25 dealerships;

26 (3) To provide motorcycle, all-terrain vehicle, and utility vehicle dealers with rights and
27 remedies in addition to those existing by contract or common law; and

28 (4) To govern all franchise agreements for motorcycle, all-terrain vehicle, and utility
29 vehicle dealerships, including any renewals or amendments, to the full extent consistent
30 with the Constitutions of Georgia and the United States.

31 (c) The effect of this article may not be varied by contract or agreement. Any contract or
32 agreement purporting to do so is void and unenforceable to that extent only.

33

1 10-1-725.2.

2 Sales of motorcycles, all-terrain vehicles, and utility vehicles by grantors or distributors
3 shall be in accordance with published prices, charges, and terms of sale in effect at any
4 given time.

5 10-1-725.3.

6 No grantor, directly or through any officer, agent, or employee, may terminate, cancel, fail
7 to renew, or substantially change the area of sales responsibility of a motorcycle, all-terrain
8 vehicle, or utility vehicle dealership agreement without good cause. The burden of proving
9 good cause shall be on the grantor.

10 10-1-725.4.

11 Except as provided in this Code section, a grantor shall provide a motorcycle, all-terrain
12 vehicle, or utility vehicle dealer written notice of intent to terminate, cancel, or nonrenew.
13 The motorcycle, all-terrain vehicle, or utility vehicle dealer shall have 90 days following
14 receipt of notice in which to rectify any claimed deficiency. If the deficiency is rectified
15 within 90 days, the notice shall be void. The notice provisions of Code Section 10-1-725.3
16 shall not apply if the reason for termination, cancellation, or nonrenewal is insolvency; the
17 occurrence of an assignment for the benefit of creditors; bankruptcy; failure of the dealer
18 to conduct its customary sales and service operations during its customary business hours
19 for seven consecutive business days, except for acts of God or circumstances beyond the
20 control of the dealer; conviction of the dealer, general manager, or managing executive or
21 any owner with a substantial interest therein of any crime which materially relates to the
22 operation of the dealership or any felony which is punishable by imprisonment; suspension
23 or revocation for a period of more than 14 days of any license which the dealer is required
24 to have to operate a dealership; or fraud or intentional misrepresentation by the dealer that
25 materially affects the franchise. In such event, the termination, cancellation, or nonrenewal
26 shall become effective 15 days after receipt of notice by the dealer.

27 10-1-725.5.

28 (a) If a motorcycle, all-terrain vehicle, or utility vehicle dealership franchise agreement is
29 terminated, canceled, or not renewed without good cause by the grantor, the grantor, at the
30 option of the motorcycle, all-terrain vehicle, or utility vehicle dealer, shall repurchase:

31 (1) All inventories of motorcycles, all-terrain vehicles, or utility vehicles, parts, and
32 accessories sold by the grantor to the motorcycle, all-terrain vehicle, or utility vehicle
33 dealer for resale; and

1 (2) All diagnostic equipment, special tools, other equipment and machinery, and signage
 2 as were required to meet the dealer's service responsibilities in accordance with
 3 manufacturer's guides and applicable customer service bulletins and signs sold under the
 4 motorcycle, all-terrain vehicle, or utility vehicle dealership agreement.

5 (b) The repurchase price shall be at the original invoice price plus freight, destination,
 6 delivery, and distribution charges and sales taxes incurred by the motorcycle, all-terrain
 7 vehicle, or utility vehicle dealer. The grantor shall pay the dealer within 30 days of receipt
 8 of the returned items. This Code section shall apply only to merchandise with a name,
 9 trademark, label, or other mark on it which identifies the grantor or with proof of purchase
 10 from the grantor.

11 (c) The grantor shall reimburse the dealer for 100 percent of the invoiced cost to the dealer
 12 by the grantor, including transportation, of all new current model year and new current year
 13 motorcycle, all-terrain vehicle, or utility vehicle inventory acquired from the manufacturer
 14 which has not been materially altered or damaged and of all new motorcycle, all-terrain
 15 vehicle, or utility vehicle inventory not of the current model year which has not been
 16 materially altered or damaged, provided that the noncurrent model year vehicles were
 17 acquired from the manufacturer within 12 months prior to the effective date of the
 18 termination, cancellation, or nonrenewal.

19 (d) The grantor shall reimburse the dealer for 100 percent of the current net prices as
 20 published in the grantor's current price lists or catalogs on accessories and parts, including
 21 superseded parts, plus 7 percent of the current net price of all grantor's accessories and
 22 parts returned to compensate the dealer for handling, packing, and loading the parts.

23 10-1-725.6.

24 It shall be unlawful for any grantor, directly or through any officer, agent, or employee:

25 (1) To coerce, or attempt to coerce, any dealer to accept delivery of any parts or
 26 accessories or any other commodities which have not been ordered by such dealer; or

27 (2) To coerce, or attempt to coerce, any dealer to enter into an agreement with such
 28 grantor or do any other act unfair to such dealer by threatening to cancel any motorcycle,
 29 all-terrain vehicle, or utility vehicle dealership franchise agreement existing between such
 30 grantor and such dealer.

31 10-1-725.7.

32 It shall be unlawful for any grantor to prevent or refuse to approve the sale or transfer of
 33 the ownership of a motorcycle, all-terrain vehicle, or utility vehicle dealership by the sale
 34 of the business assets, stock transfer, or otherwise or a change in executive management
 35 or principal operator of the dealership if the new owner, principal operator, or management

1 is creditworthy, has not been convicted of a felony, and is properly licensed; the sale or
2 transfer will not result in a relocation of the business; and the sale or transfer is otherwise
3 reasonable under the circumstances. The burden of proving that any sale or transfer is not
4 reasonable shall be on the grantor; provided, however, that the grantor and the dealer may
5 mutually agree to a relocation of the business.

6 10-1-725.8.

7 (a) It shall be unlawful for any grantor to fail to provide a motorcycle, all-terrain vehicle,
8 or utility vehicle dealer with an opportunity, at the time of signing a motorcycle, all-terrain
9 vehicle, or utility vehicle dealership franchise agreement or at a reasonable time thereafter,
10 to designate a member of his or her family as a successor to the dealership in the event of
11 the death or incapacity of the dealer. A dealer may from time to time during the term of
12 the franchise agreement change the beneficiary by providing a written notification to the
13 manufacturer.

14 (b) It shall be unlawful to prevent or refuse to honor the succession to a dealership by a
15 member of the family of the deceased or incapacitated dealer unless the grantor has
16 provided to the member of the family so designated written notice of its objections. The
17 burden of proving that such transfer is not reasonable shall be on the grantor.

18 (c) Grounds for objection shall be lack of creditworthiness, conviction of a felony,
19 inability to obtain necessary licenses by the beneficiary, lack of required licenses, or other
20 conditions which make such succession unreasonable under the circumstances; but the
21 grantor shall bear the burden of proving the unreasonableness of such succession. No
22 member of the family of the deceased or incapacitated dealer may succeed to a motorcycle,
23 all-terrain vehicle, or utility vehicle dealership unless the succession to such dealership will
24 not involve, without the grantor's consent, a relocation of the business.

25 10-1-725.9.

26 (a) Each grantor shall specify in writing to each of its motorcycle, all-terrain vehicle, or
27 utility vehicle dealers licensed in Georgia the dealer's obligation for preparation, delivery,
28 and warranty service on its products; shall compensate the dealer for warranty service
29 required of the dealer by the manufacturer; and shall provide the dealer the schedule of
30 compensation to be paid to such dealers for parts, work, and service in connection with
31 warranty service and the time allowances for the performance of such work and service.
32 In no event shall such schedule of compensation fail to include reasonable compensation
33 for diagnostic work as well as repair service and labor.

34 (b) Time allowances for the diagnosis and performance of warranty work and service shall
35 be reasonable and adequate for the work to be performed. In the determination of what

1 constitutes reasonable compensation under this Code section, the principal factors to be
2 given consideration shall be the prevailing wage rates being paid by the dealer and the
3 prevailing labor rate being charged by the dealer in the community in which the dealer is
4 doing business. In no event shall such compensation of a dealer for warranty service be
5 less than the rates charged by the dealer for like service to retail customers for nonwarranty
6 service and repairs so long as such rates are reasonable, unless the grantor conditions
7 payment of such compensation upon the dealer's completion of factory training and the
8 dealer has failed to complete such training.

9 (c) A grantor shall reimburse the dealer for warranty parts at actual wholesale costs plus
10 a minimum 25 percent handling charge and the cost, if any, of freight to return warranty
11 parts to the manufacturer. Warranty audits of dealer records may be conducted by the
12 grantor on a reasonable basis. A grantor must disapprove warranty claims in writing within
13 30 days of the date of submission by the dealer in the manner and form prescribed by the
14 grantor. Claims not specifically disapproved in writing within this 30 days shall be
15 construed to be approved and shall be paid or credited within 45 days.

16 (d) Dealer claims for warranty compensation shall not be denied except for good cause
17 such as performance of nonwarranty repairs, lack of material documentation, fraud, or
18 misrepresentation. Claims for dealer compensation shall be paid within 30 days of dealer
19 submission or rejected in writing for stated reasons.

20 (e) It shall be a violation of this article for any grantor to:

21 (1) Fail to perform any of its warranty obligations with respect to a motorcycle,
22 all-terrain vehicle, or utility vehicle and motorcycle, all-terrain vehicle, or utility vehicle
23 components;

24 (2) Fail to assume all responsibility for any liability resulting from structural or
25 production defects;

26 (3) Fail to include written notices of factory recalls to vehicle owners and dealers and the
27 expected date by which necessary parts and equipment will be available to dealers for the
28 correction of such defects;

29 (4) Fail to compensate any of its motorcycle, all-terrain vehicle, or utility vehicle dealers
30 licensed in Georgia for repairs effected by such dealer of merchandise damaged in
31 manufacture or transit to the dealer where the carrier is designated by the manufacturer,
32 factory branch, distributor, or distributor branch;

33 (5) Fail to compensate its motorcycle, all-terrain vehicle, or utility vehicle dealers
34 licensed in this state for warranty parts, work, and service in accordance with the
35 schedule of compensation provided the dealer pursuant to subsection (a) of this Code
36 section or for legal costs and expenses incurred by such dealers in connection with

1 warranty obligations for which the grantor is legally responsible or which the grantor
2 imposes upon the dealer;

3 (6) Misrepresent in any way purchases of motorcycles, all-terrain vehicles, or utility
4 vehicles that contain warranties with respect to the manufacture, performance, or design
5 of the vehicles which are made by the dealer, either as warrantor or co-warrantor; or

6 (7) Require the dealer to make warranties to customers in any manner related to the
7 manufacture of a motorcycle, all-terrain vehicle, or utility vehicle.

8 (f) Notwithstanding the terms of any agreement, it shall be a violation of this article for
9 any grantor to fail to indemnify and hold harmless its motorcycle, all-terrain vehicle, or
10 utility vehicle dealers against any losses or damages arising out of claims, costs, judgments,
11 expenses including reasonable attorney's fees, or suits relating to the manufacture,
12 assembly, or design of motorcycles, all-terrain vehicles, or utility vehicles, parts, or
13 accessories, or other functions by the grantor beyond the control of the dealer, including,
14 without limitation, the selection by the grantor of parts or components for the motorcycle,
15 all-terrain vehicle, or utility vehicle or any damages to merchandise occurring in transit to
16 the dealer where the carrier is designated by the grantor. The dealer shall give notice to the
17 grantor of pending suits in which allegations are made which fall under within this
18 subsection whenever reasonably practicable to do so. Any motorcycle, all-terrain vehicle,
19 or utility vehicle dealer franchise agreement issued to, amended, or renewed for
20 motorcycles, all-terrain vehicles, or utility vehicles in Georgia on or after July 1, 2007,
21 shall be deemed to incorporate provisions consistent with the requirements of this
22 subsection.

23 (g) Whenever a new motorcycle, all-terrain vehicle, or utility vehicle is damaged in transit
24 when the carrier or means of transportation is determined by the grantor or distributor or
25 whenever a motorcycle, all-terrain vehicle, or utility vehicle is otherwise damaged prior to
26 delivery to the motorcycle, all-terrain vehicle, or utility vehicle dealer or if a new
27 motorcycle, all-terrain vehicle, or utility vehicle is found to have substantial box or chassis
28 defects upon arrival at the motorcycle, all-terrain vehicle, or utility vehicle dealership, the
29 dealer must notify the grantor or distributor of such damage or such defects within ten
30 business days from the date of delivery or within a reasonable amount of additional time
31 or, if longer, such time as specified in the motorcycle, all-terrain vehicle, or utility vehicle
32 dealership franchise agreement and either:

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

35 (2) Reject the vehicle.

1 If the dealer exercises the option to refuse delivery of the vehicle, the motorcycle,
2 all-terrain vehicle, or utility vehicle manufacturer must immediately repurchase such
3 vehicle.

4 (h) If the grantor or distributor refuses or fails to authorize repair of such damage within
5 ten days after receipt of notification or if the dealer rejects a motorcycle, all-terrain vehicle,
6 or utility vehicle because of damage, ownership of the new motorcycle, all-terrain vehicle,
7 or utility vehicle shall revert to the grantor or distributor and the motorcycle, all-terrain
8 vehicle, or utility vehicle dealer shall have no obligations, financial or otherwise, with
9 respect to such motorcycle, all-terrain vehicle, or utility vehicle.

10 (i) All manufacturers, distributors, and suppliers of motorcycle, all-terrain vehicle, or
11 utility vehicle components shall be subject to the provisions of this article.

12 10-1-725.10.

13 If any grantor violates this article, a motorcycle, all-terrain vehicle, or utility vehicle dealer
14 may bring an action against such grantor in a court of competent jurisdiction in the county
15 of the motorcycle, all-terrain vehicle, or utility vehicle dealer for damages sustained as a
16 consequence of the grantor's violation, together with the actual costs of the action
17 including reasonable attorney's fees; and the dealer also may be granted injunctive relief
18 against unlawful termination, cancellation, or nonrenewal and refusal to permit transfer of
19 ownership in accordance with this article.

20 10-1-725.11.

21 In any action brought by a motorcycle, all-terrain vehicle, or utility vehicle dealer against
22 a grantor under this article, any violation of this article by the grantor shall be deemed an
23 irreparable injury to the motorcycle, all-terrain vehicle, or utility vehicle dealer for
24 determining if a temporary injunction should be issued.

25 10-1-725.12.

26 It shall be unlawful for a grantor to establish a new motorcycle, all-terrain vehicle, or utility
27 vehicle dealership unless the dealer meets the requirements and definitions provided in this
28 article.

29 10-1-725.13.

30 It shall be unlawful for any dealer to sell or distribute any new motorcycle, all-terrain
31 vehicle, or utility vehicle in Georgia unless the dealer has a franchise dealership agreement
32 with a grantor with the express right to sell or distribute motorcycles, all-terrain vehicles,
33 or utility vehicles in Georgia, operates a motorcycle, all-terrain vehicle, or utility vehicle

1 dealership, and meets all of the requirements and definitions provided in this article. Any
2 dealer who does not meet the requirements of this article may participate in events where
3 motorcycles, all-terrain vehicles, or utility vehicles are exhibited or demonstrated and
4 seminars are provided but shall be prohibited from contracting to sell or distribute
5 motorcycles, all-terrain vehicles, or utility vehicles to the public."

6 **SECTION 4.**

7 This Act shall become effective on July 1, 2007, and shall apply to any agreement entered
8 into on or after July 1, 2007, and to any renewal, modification, or amendment made on or
9 after July 1, 2007, to any such agreement.

10 **SECTION 5.**

11 All laws and parts of laws in conflict with this Act are repealed.