

State of South Dakota

SEVENTY-NINTH SESSION
LEGISLATIVE ASSEMBLY, 2004

400J0324

HOUSE AGRICULTURE AND NATURAL RESOURCES

COMMITTEE ENGROSSED NO. **HB 1022** -

01/27/2004

Introduced by: The Committee on Agriculture and Natural Resources at the request of the
Department of Agriculture

1 FOR AN ACT ENTITLED, An Act to revise certain provisions regarding the American Dairy
2 Association and the state dairy check-off program.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

4 Section 1. That chapter 40-31 be amended by adding thereto a NEW SECTION to read as
5 follows:

6 The secretary of agriculture may enter agreements to fund or conduct dairy promotion efforts
7 in cooperation with regional and national dairy promotion programs, on behalf of the American
8 Dairy Association of South Dakota.

9 Section 2. That § 40-31-2 be amended to read as follows:

10 40-31-2. There is hereby created an American Dairy Association of South Dakota. This
11 association shall be composed of three dairy producers and two dairy processors who are
12 residents of this state; ~~provided that no individual engaged in the production or distribution of~~
13 ~~butter substitutes shall be eligible to serve on this commission;~~ with the secretary of agriculture
14 or ~~his~~ the secretary's representative ~~and,~~ the head of the dairy ~~Husbandry~~ department of the



1 South Dakota State University, and the state executive member of the American Dairy
2 Association acting as ~~ex-officio~~ nonvoting members.

3 Section 3. That § 40-31-3 be amended to read as follows:

4 40-31-3. The Governor shall appoint the producer members of the American Dairy
5 Association ~~shall be appointed by the Governor~~ from among a list of nominees supplied by the
6 ~~South Dakota Federation of Dairy Farmers, said list to be at least twice the number of~~
7 ~~appointments to be made~~ any statewide nonprofit dairy organization incorporated under state
8 law, for a period of three years, beginning on July first with one producer member to be
9 appointed each year as the terms of previous appointees ~~shall expire~~ expire. The list of nominees
10 shall comprise at least twice the number of appointments to be made.

11 Section 4. That § 40-31-9 be amended to read as follows:

12 40-31-9. There is hereby levied an assessment of ~~not less than .5 of one percent and not~~
13 ~~more than two percent of the gross value of~~ ten cents per hundred weight on all milk and cream
14 produced in the State of South Dakota, which rate shall be established and set on or before July
15 first of each calendar year by the American Dairy Association, provided, however, that state.
16 However, the provisions of this section shall do not apply to milk and cream produced outside
17 of the State of South Dakota state or to milk and cream consumed upon the farm where
18 produced. Any change in the assessment rate can only be made in increments of not to exceed
19 ~~.25 of one percent per annum~~.

20 Section 5. That § 40-31-12 be amended to read as follows:

21 40-31-12. All dealers and producers charged under this chapter with the obligation of
22 collecting and remitting the assessment imposed by this chapter shall keep a complete and
23 accurate record of all milk and cream subject to assessments by this chapter which may be
24 handled. ~~Such~~ The record shall be in such form and contain such information and be reported

1 to the South Dakota Department of Agriculture at such times as the American Dairy Association
2 may prescribe, ~~and. The record shall be preserved by the person charged with their making~~
3 ~~keeping the record for a period of two years and shall be. The record is subject to inspection by~~
4 the South Dakota Department of Agriculture, ~~or its authorized agents or employees.~~

State of South Dakota

SEVENTY-NINTH SESSION
LEGISLATIVE ASSEMBLY, 2004

390J0168

HOUSE AGRICULTURE AND NATURAL RESOURCES

COMMITTEE ENGROSSED NO. **HB 1085** -

01/27/2004

Introduced by: Representatives Hundstad, Elliott, Frost, Garnos, Kroger, Novstrup, and Sebert and Senators Dennert, Koetzle, and Sutton (Duane)

1 FOR AN ACT ENTITLED, An Act to provide for certain reduced hunting and fishing license
2 fees for certain disabled residents who served in the armed forces reserve or national guard.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

4 Section 1. That § 41-6-10.2 be amended to read as follows:

5 41-6-10.2. Any resident, who ~~receives a veterans allotment for a total disability which is~~
6 ~~deemed a service connected injury or has received the United States Veterans' Administration~~
7 ~~K Award, any resident who has served on active duty in the armed forces of the United States,~~
8 ~~except active duty for training as a member of the reserve or national guard, and who is totally~~
9 ~~disabled for the purposes of receiving social security benefits, any resident who was held as a~~
10 ~~prisoner of war, or any resident who has a total disability as defined by rules promulgated by the~~
11 ~~Game, Fish and Parks Commission may apply to the licensing office of the Department of~~
12 ~~Game, Fish and Parks in Pierre and receive a resident small game license and a resident fishing~~
13 ~~license upon payment of a reduced fee to be established by the Game, Fish and Parks~~
14 ~~Commission pursuant to chapter 1-26 meets the requirements of this section may apply to the~~



1 licensing office of the Department of Game, Fish and Parks in Pierre and receive a resident
2 small game license and a resident fishing license upon payment of a reduced fee to be
3 established by the Game, Fish and Parks Commission in rules promulgated pursuant to chapter
4 1-26. A resident is eligible for the reduced fee if the resident:

5 (1) Receives a veterans allotment for a total disability which is deemed a service-
6 connected injury or has received the United States Veterans' Administration K
7 Award;

8 (2) Has served on active duty in the armed forces of the United States or has served as
9 a member of the armed forces reserve or national guard, and the resident is totally
10 disabled for the purposes of receiving social security benefits;

11 (3) Was held as a prisoner of war; or

12 (4) Has a total disability as defined by rules promulgated by the Game, Fish and Parks
13 Commission.

14 The resident small game license and the resident fishing license ~~is~~ are valid for a period of
15 four calendar years if the licensee remains a resident of the state. A veteran may provide proof
16 at the time of application of receipt of such an allotment, social security disability benefits, or
17 award. Any other applicant shall provide proof of total disability on a form provided by the
18 Department of Game, Fish and Parks.

State of South Dakota

SEVENTY-NINTH SESSION
LEGISLATIVE ASSEMBLY, 2004

554J0126

HOUSE COMMERCE COMMITTEE ENGROSSED NO.

HB 1188 - 01/27/2004

Introduced by: Representatives Konold, Bartling, Craddock, Heineman, Lange, Michels, Smidt, and Williamson and Senators Olson (Ed), Brown, Dempster, Dennert, Greenfield, Koetzle, and McCracken at the request of the Executive Board of the Legislative Research Council

1 FOR AN ACT ENTITLED, An Act to revise certain provisions regarding the franchises of
2 dealers in vehicles, implements, and equipment.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

4 Section 1. That chapter 37-5 be amended by adding thereto a NEW SECTION to read as
5 follows:

6 For the purposes of §§ 37-5-1 to 37-5-12, inclusive, the term, dealer, means any person, or
7 the persocn's successor who, for commission or with intent to make a profit or gain, sells,
8 exchanges, rents, leases with the option to purchase, or offers or attempts to negotiate a sale or
9 exchange any merchandise as defined by this chapter, or who is engaged wholly or in part in the
10 business of selling any such merchandise.

11 Section 2. That chapter 37-5 be amended by adding thereto a NEW SECTION to read as
12 follows:

13 For the purposes of §§ 37-5-1 to 37-5-12, inclusive, the term, merchandise, means:

14 (1) Automobiles, trucks, motorcycles, and accessories;



- 1 (2) Farm tractors, farm implements, farm machinery, and attachments;
- 2 (3) Industrial and construction equipment and attachments;
- 3 (4) Boats and personal watercraft;
- 4 (5) Snowmobiles and all-terrain vehicles;
- 5 (6) Office furniture, equipment, supplies, and attachments; and
- 6 (7) Outdoor power equipment and attachments.

7 Section 3. That chapter 37-5 be amended by adding thereto a NEW SECTION to read as
8 follows:

9 For the purposes of §§ 37-5-1 to 37-5-12, inclusive, the term, contract, means any written
10 franchised agreement, sales agreement, dealer agreement, or security agreement, or other form
11 of agreement or arrangement of like effect and its successor.

12 Section 4. That § 37-5-1 be amended to read as follows:

13 37-5-1. It is a Class 1 misdemeanor for any manufacturer, factory, branch, distributor, or
14 distributor-branch, or any field representative, officer, agent, or representative of any of them
15 to coerce or attempt to coerce any dealer ~~in motor vehicles, motorcycles, industrial and~~
16 ~~construction equipment, office furniture, equipment, and supplies, farm tractors, or farm~~
17 ~~implements, to purchase or accept delivery of any motor vehicle or vehicles, parts, or~~
18 ~~accessories therefor~~ merchandise, repair parts for the merchandise, or any other commodity
19 ~~which that~~ that has not been ordered by ~~such the dealer or, by~~ threatening to cancel or terminate any
20 franchise, agency, arrangement, or agreement existing between such manufacturer, factory,
21 branch, distributor, distributor-branch, or any field representative, officer, agent, or
22 representative of any of them and ~~such the~~ the dealer or by any other unfair means or by duress of
23 any kind.

24 Section 5. That § 37-5-2 be amended to read as follows:

1 37-5-2. It is a Class 1 misdemeanor for any manufacturer, factory, branch, distributor, or
2 distributor-branch, or any field representative, officer, agent, or representative of any of them
3 to coerce or attempt to coerce any dealer ~~in motor vehicles, motorcycles, industrial and~~
4 ~~construction equipment, office furniture, equipment, and supplies; farm tractors; or farm~~
5 ~~implements~~; to enter into any agreement with ~~such~~ the manufacturer, factory, branch, distributor,
6 or distributor-branch, or any field representative, officer, agent, or representative of any of them,
7 or to assign, sell, or dispose of any contract or property in any way, or to expend any money or
8 do any other act unfair to such dealer; by threatening to cancel or terminate any franchise,
9 agency, arrangement, or agreement existing between such manufacturer, factory, branch,
10 distributor, distributor-branch, or any field representative, officer, agent, or representative of any
11 of them and ~~such~~ the dealer or by any other unfair means or by duress of any kind.

12 Section 6. That § 37-5-3 be amended to read as follows:

13 37-5-3. It is a Class 1 misdemeanor for any manufacturer, factory, branch, distributor, or
14 distributor-branch, or any field representative, officer, agent, or representative of any of them,
15 unfairly, without due regard to the equities of the dealer and without just provocation, to cancel
16 the franchise of any dealer ~~in motor vehicles, motorcycles, industrial and construction~~
17 ~~equipment, office furniture, equipment, and supplies; farm tractors; or farm implements.~~

18 Section 7. That § 37-5-5 be amended to read as follows:

19 37-5-5. If any ~~person, firm, or corporation, or their successors, engaged in the business of~~
20 ~~selling and retailing farm implements or machinery and repair parts for farm implements or~~
21 ~~machinery, or in the business of selling and retailing industrial and construction equipment and~~
22 ~~repair parts for industrial and construction equipment, or in the business of selling and retailing~~
23 ~~outdoor power equipment and repair parts for outdoor power equipment, or in the business of~~
24 ~~selling and retailing office furniture, equipment, and supplies and repair parts for office~~

1 ~~furniture, equipment, and supplies, or in the business of selling and retailing automobiles,~~
2 ~~trucks, motorcycles, boats, personal watercraft, all-terrain vehicles, or snowmobiles or repair~~
3 ~~parts for automobiles, trucks, motorcycles, boats, personal watercraft, all-terrain vehicles, or~~
4 ~~snowmobiles~~ dealer enters into a written contract evidenced by franchised agreement, sales
5 agreement, dealer agreement, or security agreement, or other form of agreement or arrangement
6 of like effect, the term, contract, as used in §§ 37-5-5 to 37-5-9, inclusive, means any of the
7 foregoing and their successors. If such person, firm, or corporation, or their successors; if the
8 dealer maintains a stock of parts or complete or whole machines, or attachments merchandise
9 or repair parts for the merchandise with any wholesaler, manufacturer, or distributor ~~of farm~~
10 ~~implements or machinery or repair parts therefor, or industrial and construction equipment or~~
11 ~~repair parts therefor, or outdoor power equipment or repair parts therefor, or office furniture,~~
12 ~~equipment, and supplies or repair parts therefor, or automobiles, trucks, motorcycles, boats,~~
13 ~~personal watercraft, all-terrain vehicles, or snowmobiles, or repair parts therefor;~~ and if either
14 the wholesaler, manufacturer, or distributor, or their successors, or the ~~retailer, or successor~~
15 dealer, desires to cancel or discontinue the contract, ~~such;~~ the wholesaler, manufacturer, or
16 distributor, or successor, shall pay to the ~~retailer, or successor~~ dealer, unless the ~~retailer, or~~
17 ~~successor;~~ dealer should desire to keep the merchandise, a sum equal to one hundred percent of
18 the net cost of all current unused complete farm implements, machinery and attachments,
19 ~~industrial and construction equipment and attachments, outdoor power equipment and~~
20 ~~attachments, office furniture, equipment, and supplies, and attachments, and automobiles,~~
21 ~~trucks, motorcycles, boats, personal watercraft, all-terrain vehicles, and snowmobiles~~
22 merchandise, including transportation and reasonable assembly charges which have been paid
23 by the ~~retailer~~ dealer and ninety-five percent of the current net prices on repair parts, including
24 superseded parts, listed in a current price list or catalog which parts had previously been

1 purchased from the wholesaler, manufacturer, or distributor, or predecessor, and held by the
2 ~~retailer dealer~~ on the date of the cancellation or discontinuance of the contract. The wholesaler,
3 manufacturer, or distributor, or successor, shall also pay the ~~retailer dealer~~ a sum equal to five
4 percent of the current net price of all parts returned for the handling, packing, and loading of the
5 parts back to the wholesaler, manufacturer, or distributor and pay any freight charges that were
6 paid by the dealer. Upon the payment of the sum ~~equal to one hundred percent of the net cost~~
7 ~~of the farm implements, machinery and attachments, industrial and construction equipment and~~
8 ~~attachments, outdoor power equipment and attachments, office furniture, equipment, and~~
9 ~~supplies, and attachments, and automobiles, trucks, motorcycles, boats, personal watercraft,~~
10 ~~all-terrain vehicles, and snowmobiles, plus transportation and reasonable assembly charges and~~
11 ~~ninety-five percent of the current net prices on repair parts, plus five percent handling and~~
12 ~~loading costs on repair parts only, plus freight charges which have been paid by the retailer, or~~
13 ~~automobiles, trucks, motorcycles, boats, personal watercraft, all-terrain vehicles, or~~
14 ~~snowmobiles, plus freight charges, or repair parts therefor, plus five percent handling and~~
15 ~~loading costs on repair parts only~~ required by this section, the title to the farm implements, farm
16 machinery, industrial and construction equipment, outdoor power equipment, office furniture,
17 equipment, and supplies, and repair parts, or automobiles, trucks, motorcycles, boats, personal
18 watercraft, all-terrain vehicles, or snowmobiles, or parts therefor, any merchandise or repair
19 parts for the merchandise shall pass to the manufacturer, wholesaler, or distributor making the
20 payment, and the manufacturer, wholesaler, or distributor, is entitled to the possession of the
21 farm implements, industrial and construction equipment, outdoor power equipment, office
22 furniture, equipment, and supplies, or automobiles, trucks, motorcycles, boats, personal
23 watercraft, all-terrain vehicles, or snowmobiles, or repair parts therefor merchandise or the
24 repair parts for the merchandise.

1 Section 8. That § 37-5-5.5 be amended to read as follows:

2 37-5-5.5. A wholesaler, manufacturer, or distributor shall also repurchase from the ~~retailer~~
3 dealer and the ~~retailer~~ dealer shall sell any specialized computer hardware or software,
4 specialized tool, or signage which the wholesaler, manufacturer, or distributor required the
5 ~~retailer~~ dealer to purchase or lease as part of the ~~retail~~ dealer agreement. Upon delivery to the
6 wholesaler, manufacturer, or distributor of any such specialized computer hardware or software,
7 tool, or signage, the wholesaler, manufacturer, or distributor shall pay to the ~~retailer~~ dealer:

8 (1) For such computer hardware and software specifically required by the wholesaler,
9 manufacturer, or distributor purchased within the last five years, the net cost less
10 twenty percent per year depreciation. For purposes of this subdivision, the term,
11 software, means software that is sourced from the wholesaler, manufacturer, or
12 distributor, or its approved vendor, to meet the minimum requirements of the
13 wholesaler, manufacturer, or distributor;

14 (2) For current logoed signage constituting the principal outdoor signage required by the
15 wholesaler, manufacturer, or distributor, identifying the ~~retailer~~ dealer as its
16 representative, the original net cost to the dealer less fifteen percent per year, but in
17 no case less than twenty percent of the original net cost to the dealer;

18 (3) For any specialized diagnostic or repair tool required by the wholesaler,
19 manufacturer, or distributor which is unique to the product line and in complete,
20 usable condition, seventy-five percent of the original net cost to the dealer if within
21 ten years of purchase by the ~~retailer~~ dealer, provided that any new, unused specialized
22 repair ~~tools~~ tool applicable to the products of the wholesaler, manufacturer, or
23 distributor shall be purchased at one hundred percent of the original net cost to the
24 dealer.

1 Section 9. That § 37-5-7 be amended to read as follows:

2 37-5-7. The prices of ~~farm implements, machinery, and repair parts therefor, and of~~
3 ~~industrial and construction equipment and repair parts therefor, and outdoor power equipment~~
4 ~~and repair parts thereof, and of office furniture, equipment, and supplies and repair parts~~
5 ~~therefor, and of automobiles, trucks, motorcycles, boats, personal watercraft, all-terrain vehicles,~~
6 ~~or snowmobiles, and repair parts therefor, merchandise~~ required to be paid to any ~~retail~~ dealer
7 as provided in § 37-5-5, shall be determined by taking one hundred percent of the net cost ~~on~~
8 ~~farm implements, machinery, and attachments, industrial and construction equipment and~~
9 ~~attachments, outdoor power equipment and attachments, office furniture, equipment, and~~
10 ~~supplies and attachments, automobiles, trucks, motorcycles, boats, personal watercraft,~~
11 ~~all-terrain vehicles, and snowmobiles~~ of the merchandise, and ninety-five percent of the current
12 net price of repair parts ~~therefor~~ for the merchandise as shown upon the manufacturer's,
13 wholesaler's, or distributor's price lists or catalogues in effect at the time the contract is canceled
14 ~~or discontinued and specialized. The prices for any specialized~~ computer hardware and software,
15 ~~specialized tools~~ tool, or signage shall be as specified in § 37-5-5.5. For purposes of §§ 37-5-5
16 to 37-5-9, inclusive, if any ~~retailer, of farm implements or machinery or repair parts therefor,~~
17 ~~industrial and construction equipment and repair parts therefor, and outdoor power equipment~~
18 ~~and repair parts therefor, dealer~~ has actual proof of purchase of any repair parts or other
19 merchandise from any manufacturer, wholesaler, or distributor, or its predecessor, the repair
20 parts even though not currently listed in any price list or catalog and all other merchandise,
21 purchased within ten years of the dealership cancellation or termination shall be repurchased at
22 the original purchase price.

23 Section 10. That § 37-5-7.1 be amended to read as follows:

24 37-5-7.1. The payments to be made to the ~~retailer~~ dealer pursuant to §§ 37-5-5 to 37-5-9,

1 inclusive, shall be made no later than sixty days from the date the merchandise is received by
2 the wholesaler, manufacturer, or distributor and shall be accompanied by a final detailed
3 statement of account thereon.

4 Section 11. That § 37-5-8 be amended to read as follows:

5 37-5-8. If any manufacturer, wholesaler, or distributor of ~~farm machinery, farm implements,~~
6 ~~and repair parts for farm machinery, and farm implements, or of industrial and construction~~
7 ~~equipment and repair parts for industrial and construction equipment, outdoor power equipment~~
8 ~~and repair parts for outdoor power equipment, or of office furniture, equipment, and supplies~~
9 ~~and repair parts for office furniture, equipment, and supplies, or of automobiles, trucks,~~
10 ~~motorcycles, boats, personal watercraft, all-terrain vehicles, and snowmobiles, and repair parts~~
11 ~~therefor~~ merchandise or repair parts for the merchandise, or their successors, upon cancellation
12 of a contract by either a ~~retailer~~ dealer or a manufacturer, wholesaler, or distributor, or their
13 successor, fails or refuses to make payment to the dealer as is required by § 37-5-5, or refuses
14 to supply ~~farm machinery, farm implements, and repair parts for farm machinery and farm~~
15 ~~implements, or industrial and construction equipment, and repair parts for industrial and~~
16 ~~construction equipment, outdoor power equipment and repair parts for outdoor power~~
17 ~~equipment, or of office furniture, equipment, and supplies and repair parts for office furniture,~~
18 ~~equipment, and supplies, or automobiles, trucks, motorcycles, boats, personal watercraft,~~
19 ~~all-terrain vehicles, or snowmobiles, or repair parts therefor, to any retailer of the products, who~~
20 ~~may have a retail sales contract dated after July 1, 1969, in the case of contracts covering farm~~
21 ~~machinery, implements and attachments or automobiles and trucks, or after July 1, 1970, in the~~
22 ~~case of contracts covering industrial and construction equipment and attachments, or after~~
23 ~~July 1, 2001, in the case of the contracts covering outdoor power equipment and attachments,~~
24 ~~or after July 1, 1995, in the case of contracts covering office furniture, equipment, and supplies,~~

1 ~~or after July 1, 1973, in the case of contracts covering motorcycles, or after July 1, 2000, in the~~
2 ~~case of contracts covering boats, personal watercraft, all-terrain vehicles, or snowmobiles, or~~
3 ~~a contract with no expiration date or a continuing contract in force or effect on July 1, 1969, in~~
4 ~~the case of contracts covering farm machinery, implements and attachments or automobiles and~~
5 ~~trucks, or in force and effect on July 1, 1970, in the case of contracts covering industrial and~~
6 ~~construction equipment and attachments, or in force and effect on July 1, 1995, in the case of~~
7 ~~contracts covering office furniture, equipment, and supplies, or in force and effect on July 1,~~
8 ~~2001, in the case of the contracts covering outdoor power equipment and attachments, or in~~
9 ~~force and effect on July 1, 1973, in the case of contracts covering motorcycles, or after July 1,~~
10 ~~2000, in the case of contracts covering boats, personal watercraft, all-terrain vehicles, or~~
11 ~~snowmobiles, with the manufacturer, wholesaler, or distributor merchandise or repair parts for~~
12 ~~the merchandise to a dealer, the manufacturer, wholesaler, or distributor, or their successor, is~~
13 ~~liable in a civil action to be brought by the retailer dealer for one hundred percent of the net cost~~
14 ~~of the farm implements, machinery and attachments, industrial and construction equipment and~~
15 ~~attachments, outdoor power equipment and attachments, office furniture, equipment, and~~
16 ~~supplies and attachments, automobiles and trucks, and motorcycles, or after July 1, 2000, in the~~
17 ~~case of contracts covering boats, personal watercraft, all-terrain vehicles, or snowmobiles~~
18 ~~merchandise, plus transportation charges which have been paid by the retailer dealer and~~
19 ~~ninety-five percent of the current net price of repair parts for the merchandise, plus five percent~~
20 ~~for handling and loading plus freight charges which have been paid by the retailer, dealer, and~~
21 ~~plus charges for any specialized computer hardware and software, specialized tool, and signage~~
22 ~~as specified in § 37-5-5.5.~~

23 This section applies to the following contracts:

24 (1) In the case of any contract covering farm implements, machinery, and attachments

1 or automobiles and trucks, any contract dated after July 1, 1969, and any contract
2 with no expiration date or any continuing contract in effect on July 1, 1969;

3 (2) In the case of any contract covering industrial and construction equipment and
4 attachments, any contract dated after July 1, 1970, and any contract with no
5 expiration date or any continuing contract in effect on July 1, 1970;

6 (3) In the case of any contract covering motorcycles, any contract dated after July 1,
7 1973, and any contract with no expiration date or any continuing contract in effect
8 on July 1, 1973;

9 (4) In the case of contracts covering office furniture, equipment, and supplies, any
10 contract dated after July 1, 1995, and any contract with no expiration date or any
11 continuing contract in effect on July 1, 1995;

12 (5) In the case of any contract covering boats, personal watercraft, all-terrain vehicles,
13 or snowmobiles, any contract dated after July 1, 2000, and any contract with no
14 expiration date or any continuing contract in effect on July 1, 2000; and

15 (6) In the case of any contract covering outdoor power equipment and attachments, any
16 contract dated after July 1, 2001, and any contract with no expiration date or any
17 continuing contract in effect on July 1, 2001.

18 Section 12. That § 37-5-9 be amended to read as follows:

19 37-5-9. In the event of the death of the ~~retail~~ dealer or majority stockholder in a corporation
20 operating a ~~retail~~ dealership in the business of selling ~~and retailing farm implements or repair~~
21 ~~parts for farm implements, or in the business of selling industrial and construction equipment~~
22 ~~or repair parts therefor, or in the business of selling outdoor power equipment or repair parts~~
23 ~~therefor, or in the business of selling and retailing office furniture, equipment, and supplies or~~
24 ~~repair parts therefor, or in the business of selling and retailing automobiles, trucks, motorcycles,~~

1 ~~boats, personal watercraft, all-terrain vehicles, or snowmobiles, or repair parts therefor~~
2 merchandise or repair parts for merchandise, the wholesaler, distributor, or manufacturer who
3 supplied the merchandise, or its successor, shall repurchase from the heir or heirs of the ~~retail~~
4 dealer or majority stockholder the merchandise at a sum equal to one hundred percent of the net
5 cost of all current unused complete ~~farm implements, machinery and attachments, industrial and~~
6 ~~construction equipment and attachments, outdoor power equipment and attachments, office~~
7 ~~furniture, equipment, and supplies and attachments, and automobiles, trucks, motorcycles, boats,~~
8 ~~personal watercraft, all-terrain vehicles, and snowmobiles~~ merchandise, including transportation
9 and reasonable assembly charges ~~which~~ that have been paid by the ~~retailer~~ dealer, and
10 ninety-five percent of the current net prices on repair parts for the merchandise, including
11 superseded parts, listed in current price lists or catalogues, plus a sum equal to five percent of
12 the current net price of all parts returned for handling, packing, and loading of the parts, and any
13 specialized computer hardware or software, specialized tool, or signage as specified in
14 § 37-5-5.5, unless the heir or heirs agree to continue to operate the ~~retail~~ dealership. If the heir
15 or heirs do not agree to continue to operate the ~~retail~~ dealership, it is deemed a cancellation or
16 discontinuance of contract by the ~~retailer~~ dealer under the provisions of § 37-5-5, and as such
17 the heir or heirs may exercise any rights and privileges under §§ 37-5-5 to 37-5-9, inclusive.