

322C.19 Indemnification — warrantor and dealer.

1. *a.* Notwithstanding the terms of a manufacturer-dealer agreement, a warrantor shall indemnify and hold harmless the warrantor's dealer against any loss or damage, to the extent the loss or damage is caused by willful misconduct of the warrantor.

b. A warrantor shall not deny a dealer indemnification for failure to discover, disclose, or remedy a defect in the design or manufacture of a new towable recreational vehicle. A warrantor may deny a dealer indemnification if the dealer fails to remedy a known and announced defect in accordance with the written instructions of the warrantor for whom the dealer is obligated to perform warranty services.

c. A warrantor shall provide to the dealer a copy of any pending lawsuit in which allegations are made against the warrantor of willful misconduct. The warrantor shall provide the copy to the dealer within ten days after receiving notice of the lawsuit.

2. *a.* Notwithstanding the terms of a manufacturer-dealer agreement, a dealer shall indemnify and hold harmless the dealer's warrantor against any loss or damage, to the extent that the loss or damage is caused by willful misconduct of the dealer.

b. A dealer shall provide to the warrantor a copy of any pending lawsuit in which allegations are made against the dealer of willful misconduct. The dealer shall provide the copy to the warrantor within ten days after receiving notice of the lawsuit.

3. Notwithstanding any provision of law to the contrary, [this section](#) continues to apply after a new towable recreational vehicle is titled.

2019 Acts, ch 67, §16, 20

Section applies to manufacturer-dealer agreements pertaining to the sale of new towable recreational vehicles entered into or renewed on or after January 1, 2020; 2019 Acts, ch 67, §20

NEW section