



2022

MEMBERSHIP DIRECTORY

Vermont Vehicle & Automotive
Distributors Association

(802) 461-2655

**We dedicate this 2022 VADA Membership Directory
in honor of VADA's very own *Wonder Women***



August 25, 1981 - September 30, 2022

Thank you, Marilyn!



Sponsored by Noyle Johnson Group

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COMING...

Dear VADA Members and Friends,

After more than 40 years of service to VADA, Marilyn Miller is irreplaceable. Recognizing this, and the challenging business and regulatory environment ahead, the Board of Directors hired Meadow Hill Consulting to guide the leadership team, association finances, and government affairs initiatives at VADA. I started Meadow Hill Consulting to provide management and advocacy services to Vermont based trade associations. I have sixteen years of experience running non-profit organizations and have spent twenty years working inside the Statehouse in Montpelier, first as a journalist and then as a registered lobbyist.

The team at Meadow Hill is committed to the success of VADA, helping this organization achieve its goals and objectives. We will manage many of the details of VADA's meetings and events, developing ways to keep VADA members engaged and enthusiastic while recruiting new ones. We will provide a comprehensive communication strategy so VADA's message is delivered to those who need to hear it: members, supporters, government officials, the media, and the public.

A registered lobbyist since 2007, I am the former Executive Director of the Vermont Fuel Dealers Association (VFDA), which is a trade association of heating fuel and heating service companies. Similar to VADA, Meadow Hill provides association management and advocacy services for VFDA. In 2021, I was elected to the South Burlington City Council and serve as a Commissioner with the Green Mountain Transit Authority. I am also the Founding Director of the Split the Ticket Fund, a non-profit that has organized the delivery of more than 100,000 gallons of free heating fuel to Vermont's neighbors in need.

I am thankful to Marilyn and the VADA Board of Directors for their support during this time of transition, and I look forward to working with Executive Assistant Kim Gauthier and Insurance Trust Representative Tim Ayer to maintain continuity of service after Marilyn retires.

I plan to meet with as many of you as possible over the next year to learn more about how VADA can continue to support all of you and provide opportunities for success going forward.

All the best,
Matt Cota
mcota@vermontada.org





Hi folks,

We are happy to provide you with your 2022 VADA Membership Directory with valuable information you can use throughout the year—member, legislative and regulatory contacts, franchise law, advertising regulations, AUTOCAP, Lemon Law statistics, and automotive instructors. We appreciate and urge you to note and support the generous advertisers who made this Directory possible.

I have found working on this updated edition of the Directory and preparing for the Annual Meeting bittersweet. Heading into retirement after forty-one great years of working for and with you all, I admit to getting a bit choked up about all the relationships built, important things achieved working together, and the key role you play in your communities that truly make life better for Vermonters.

VADA has had successful programs sustained by the level of volunteer commitment from its members. Industry and societal changes make this one of your greatest challenges going forward. I urge all of you who haven't yet served to raise your hand and get on board.

The Board's selection of Matt Cota to help lead Vermont dealers through the many industry and regulatory changes coming is a great one, as demonstrated by his excellent stewardship with Vermont's fuel dealers who are experiencing much of the same. You're going to like this guy.

After a brief transition period, I'm ready to spend some time focusing on family, friends, fun, and the never-ending list of projects accumulated over the years... like genealogy (I know, that's just for old people) taking control of my kitchen back from Conrad (I appreciate his cooking but he's messed up my spices and uses way too much salt), spending whole summers at camp, and heading south for a couple months in the winter.

I'm also going to spend some time in search of great jokes in case you invite me back to a future Annual Meeting.

I would like to acknowledge the many years of dedication from Tim Ayer, Kim Gauthier, Amy Dickinson, George Dykstra, Clare Buckley and BCBSVT's Jill DeAlmeida in providing outstanding service and support to VADA members and to me. They are the best!

I cannot thank you enough for the greatest job I never imagined I could have or do but did. It's been a great ride because of all of you.

With sincere appreciation,
Marilyn



OFFICERS



President
Robert Cody
Montpelier



Vice President
Jack Castellaneta
Barre



Treasurer
Mitchell Jay
Montpelier

- Founded 1945 -

MISSION STATEMENT

The purpose of VADA shall be to afford its members an opportunity for mutual advancement and benefit in the protection of their respective businesses and to assure protection to the consumers of Vermont in their dealing with the automotive industry. VADA will work to improve and promote the ethics and general welfare of the automotive industry in the State of Vermont.



- Scott Brileya**, Brileya's Chrysler-Jeep; Rutland
Jack Castellaneta, Formula Nissan; Barre
Robert Cody, II, Cody Chevrolet; Montpelier
John DuBrul, The Automaster; Shelburne
Dan Handy, Handy Chevrolet; St. Albans
Frank Hanenberger, Brattleboro Subaru, Brattleboro,
VT NADA Director
Mark Hayes, Hayes Ford; Newport
Brian Hoar, Goss Dodge; South Burlington
Mitchell Jay, Midstate Auto Group, Montpelier,
Non-Franchise Representative
Daniel Keene, Lamoille Valley Ford; Hardwick
Mike Loschiavo, St. Johnsbury Subaru; St. Johnsbury
Jane Lowery, Lowery's Auto Sales; South Barre,
Non-Franchise Representative

VADA STAFF



Matt Cota
Management Director
mcota@vermontada.org



Kim Gauthier
Executive Assistant
kgauthier@vermontada.org

INSURANCE TRUST SERVICE REPRESENTATIVE



Tim Ayer
(802) 223-9654
tayer@nwjinsurance.com



PAST PRESIDENTS

2018-2020.....Daniel Handy	1982-1984Lawrence Handy
2015-2017Brian Hoar	1980-1982Joseph Latif
2013-2015Tom Crow	1979-1980M. John Hayes
2008-2013.....Mark Saba	1976-1979E. James Roberts
2008-2011.....Mitchell Jay	1974-1976David Mudgett
2006-2008.....Wade Walker	1972-1974Walter Barber
2004-2006.....William Savoie	1970-1972.....Howard Brush
2002-2004Thomas Crow	1968-1970William Gilbertson
2000-2002.....William Cody	1966-1968B.M. Toomey
1998-2000Doug Hoar	1965-1966David Perry
1996-1998Edward Smith	1963-1965.....Donald Yadow
1994-1996Cameron Eldred	1962-1963.....Loring Stinson, Jr.
1992-1994William Shearer	1961-1962.....Oscar Mudgett
1990-1992Michael Hayes	1959-1961.....Peter Valpreda
1988-1990Edward Foster	1957-1959Raymond Roberts
1986-1988Wayne Reganall	1955-1957John E. Farr
1984-1986Charlie Ffolliott	1953-1955.....Samuel Stowell

TIME MAGAZINE QUALITY DEALER AWARD RECIPIENTS

2022 Dan Luneau	1995 Newall Wood
2019 Daniel Keene	1994 Doug Hoar
2007 Allen Hall	1993 Michael Hayes
2006..... Phil Alderman	1992 Wade Walker
2005..... James Mulkin	1991 Randle Kinne
2004..... Bruce Thibaud	1990..... Ross Anderson
2003..... William Savoie	1988 Burton C. Paquin
2002..... Edward Smith	1987 Alan Morrison
2001..... Clayton J. Stewart	1986 Jack DuBrul
2000 Chester Brileya	1985 Edward Foster
1998 Lawrence Handy	1984 Floyd Handy
1997 Charlie Ffolliott	1982 Stewart Smith
1996 Wayne Reganall	1981 E. James Roberts



Vermont Legislative Homepage <http://legislature.vermont.gov>
Vermont Statutes Online.....<http://legislature.vermont.gov/statutes>
State of Vermont www.vermont.gov

Blue Cross Blue Shield of Vermont www.bcbsvt.com
 Census Bureau – Demographic Information..... www.census.gov
 Equal Employment Opportunity Commission www.eeoc.gov
 Federal Trade Commission..... www.ftc.gov
 Internal Revenue Service..... www.irs.gov
 National Highway Traffic Safety Administration..... www.nhtsa.gov
 Occupational Safety Health Administration www.osha.gov
 Safety Recalls Look-up by VIN www.safercar.gov

AUTOMOTIVE INDUSTRY ORGANIZATIONS

National Automobile Dealers Association (NADA)
 8484 Westpark Drive, Suite 500
 Tysons, VA 22102
 Tel. (800) 557-6232 Fax. (703) 821-7000
www.nada.org

Automotive Service Excellence (ASE)
 1503 Edwards Ferry Rd., NE, Suite 401
 Leesburg, VA 20176
 Tel. (703) 669-6600 Fax. (703) 669-6122
www.ase.com

American International Automobile Dealers Association (AIADA)
 500 Montgomery Street, Suite 800
 Alexandria, VA 22314
 Tel. (800) 462-4232 Fax. (703) 519-7810
www.aiada.org

American Automobile Association (AAA)
 1000 AAA Drive #28
 Heathrow, FL 32746
 Tel. (407) 444-4240 Fax. (407) 444-3780
www.aaa.com

American Highway Users Alliance
 1920 L Street NW, Suite 525
 Washington, DC 20036
 Tel. (202) 857-1200 Fax. (202) 857-1220
www.highways.org

Alliance for Automotive Innovation
 1050 K Street, NW, Suite 650
 Washington, DC 20001
 Tel. (202) 650-5500
www.autoinnovate.org





IMPORTANT CONTACTS

State Officials 2022

Governor - Phil Scott.....	(802) 828-3333
Attorney General - Susanne R. Young.....	(802) 828-3171
Secretary of Transportation - Joe Flynn.....	(802) 476-2690
Motor Vehicle Commissioner - Wanda Minoli.....	(802) 828-2000
Consumer Assistance Program (CAP).....	(800) 649-2424
Department of Labor - Wage & Hour.....	(802) 951-4083
Department of Taxes - General Inquiries.....	(802) 828-2505
Business Inquiries.....	(802) 828-2551

Department of Motor Vehicles - Enforcement & Dealer Regulation Division

Anthony Facos, Director	(802) 828-2156
Scott Davidson, Chief Inspector.....	(802) 828-2067
Dealer Licensing & Temporary Plates Clerk.....	(802) 828-2038
Michael Southworth, Administrative Coordinator	(802) 828-4641

DMV Inspector Regions - see map on following page

Transportation Board

(Dealer-Manufacturer Franchise Law Appeal)

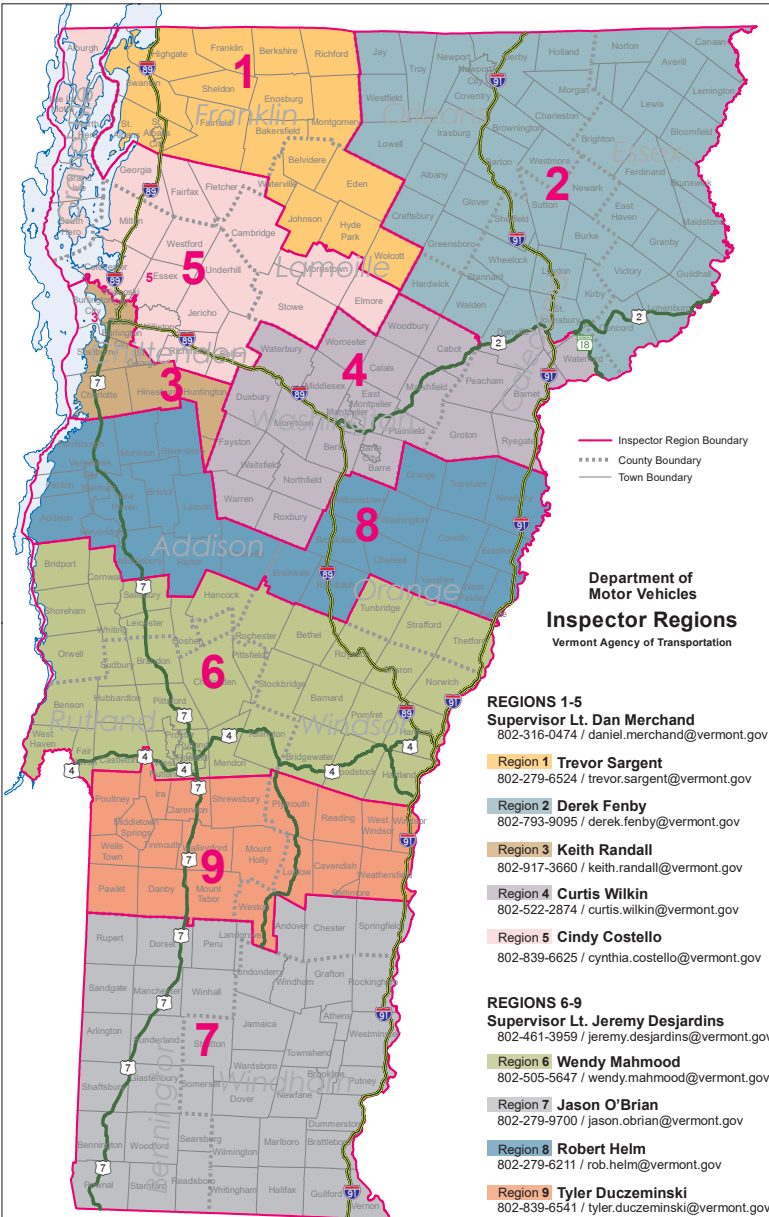
John Zicconi, Executive Secretary

john.zicconi@vermont.gov

Tele: (802) 828-2942

Fax: (802) 828-2660





Vermont Agency of Transportation, Mapping Section, 219 North Main Street, Barre VT 05641

VT-120 6D 02/2022

February 2022



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vermont

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2022 Membership Directory

BUYING A NEW CAR DEALERSHIP IN VERMONT?



1. The process for a new dealership application can take up to 6-8 weeks. It is very important to start this process as early as you can to avoid delays.
2. All of the required forms are available on the Vermont DMV website (<https://dmv.vermont.gov/enforcement-and-safety/dealer-services>). You can also call the Dealer Services clerk, (802) 828-2038 to have links to the documents emailed to you.



3. Send the application and supporting required documents to Vermont DMV, 120 State Street, Montpelier, VT. 05602, ATTN-Dealer Services. Or you may email the documents to, DMV.DealersInspections@vermont.gov.
4. Required fees must be submitted with the application. A check (no starter checks are accepted), money order or cashier's check are accepted. Note: *The fees are not processed until your application has been approved by the area Inspector.*
5. IMPORTANT: Carefully review the list of required documents prior to submitting. Missing information and documents create delays for you and the approval and opening of your dealership.
6. Questions? Call the Dealer Services clerk at 802-828-2038. *Please note this office cannot accommodate in-person visits.*





AUTOCAP is the in-house consumer arbitration program sponsored by VADA. Our goal is to provide for consumers and dealers a dispute resolution mechanism that avoids costly legal litigation.

AUTOCAP Panelists

Consumer Reps:

Peter Hood, Peter Cobb
& Glenn Button

Dealer Reps:

Robert Cody, II, Jack Castellaneta,
Steele DuBrul & Kevin Smith

2021 Resolution Statistics

10 Compromise
15 Consumer
8 Dealer
24 Dropped
57 Total

2021 New Car Lemon Law Case Activity

Decisions for Consumer 11

- The **\$212,176** in awards range from a \$5,544 refund for a leased 2020 Jeep Grand Cherokee to a \$35,719 refund for a purchased 2019 Ram Promaster.
- The refund sum includes three lessor assignee awards totaling \$20,963.

Decisions for Manufacturer 9

Settlements 22

Administrative Dismissals 6

(usually because of not meeting a jurisdictional requirement)

Board Dismissals 1

(usually due to Board ruling it lacked jurisdiction)

Case withdrawals by Consumer 13

(usually due to final repair being successful)

Order Compliance Penalty 0

Remand Appeal to Superior Court 0

Total Number of Case Activity 62

2021 Manufacturer Summary

Manufacturer

Audi 1
FCA US LLC 13
Ford Motor Company 16
General Motors LLC 16
Honda of America 2
Hyundai Motor America 2

Manufacturer

Kia 1
Mazda North American Operations 1
Subaru of America 5
Toyota Motor Sales, USA 2
Volkswagen Group of North America 2
Volvo Cars of North America 1



VT SECONDARY AUTOMOTIVE TECHNOLOGY PROGRAM INSTRUCTORS



Burlington Technical Center
Burlington, Robert Church,
rchurch@bsdvt.org./ Sam Caron,
saron@bsdvt.org

Center for Technology Essex
Essex Junction, Gary Swan,
gswan@ewsd.org /Dan Clark,
dclark@ewsd.org

**Central Vermont Vocational
Technical Center**; Barre, Steve
McKinstry, smckinstry@buusd.org

Cold Hollow Career Center
Enosburg Falls, Baxter Weed,
baxter.weed@fnesu.org

**Green Mountain Technology and
Career Center**; Hyde Park, Den-
nis Mercier, dmercier@gmtcc.net

**Hartford Area Career and
Technical Center**; White River
Jct., Seayra Gilman, gilmans@hart-
fordschools.net/Shawn Cassidy,
cassidys@hartfordschools.net

Lyndon Institute Technical Center
Lyndon, Center Dan Camber,
dan.camber@lyndoninstitute.org

North Country Career Center
Newport, Karen Chitambar,
karen.chitambar@ncsvt.org

Northwest Technical Center
St. Albans, Adam Vincelette,
avincelette@maplerun.org

**Patricia A. Hannaford Career
Center**; Middlebury, Eslie Jones,
ejones@pahcc.org

**Randolph Technical Career
Center**; Randolph Jason Ladd,
jladd@orangesouthwest.org

**River Bend Career and
Technology Center**; Bradford
Carl Hildebrandt,
carl.hildebrandt@oesu.org

**Southwest Vermont Career
Dev. Center**; Bennington, Tom
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St Johnsbury Academy
St. Johnsbury, Bret Bourgeois,
bbourgeois@stjacademy.org

Stafford Technical Center
Rutland, Bret Hudson, bret.hud-
son@rcpsvt.org/James Woodward,
james.woodward@rcpsvt.org

**Windham Regional Career
Center**; Brattleboro, Jim Valliere,
jvalliere@wsesdvt.org

VT POST-SECONDARY AUTOMOTIVE TECHNOLOGY PROGRAM INSTRUCTOR

Vermont Technical College; Will
Wheeler, jww09190@vtc.vsc.edu



Driving Vermont's Economy

Annual Contribution of Vermont's New-Car Dealers

Numbers reflect annual economic activity during 2021.



76
DEALERSHIPS
(new car)



9,426
TOTAL JOBS
(created by dealerships)
Includes 2,928 direct jobs and
6,499 indirect and induced jobs.



39
EMPLOYEES
(average per
dealership)



\$3.2B
TOTAL SALES

(all dealerships)



\$205M
PAYROLL

\$70,200
Average Annual
Earnings

\$90M
State and Federal
Income Taxes Paid

Includes income taxes paid for direct,
indirect and induced jobs.



0.3%
REGISTRATIONS
Vermont's Share of Total U.S.
New-Vehicle Registrations

\$194M
**STATE SALES
TAX PAID**

Source: Center for Automotive Research,
NADA Industry Analysis, IHS Markit,
Taxfoundation.org, U.S. Bureau of Labor
Statistics, U.S. Census Bureau



NATIONAL AUTOMOBILE DEALERS ASSOCIATION
NADA Industry Analysis | 8484 Westpark Drive, Suite 500, Tysons, VA 22102 | 800.557.6232 | economics@nada.org
NADA Legislative Affairs | 412 First St. SE | Washington, DC 20003 | 202.547-5500 | legislative@nada.org





Released: January 2022

Covering data thru December 2021

Vermont Auto Outlook™

Comprehensive information on the Vermont new vehicle market

Sponsored by:



**% Change in
New Retail Market from
2020 to 2021**



Light trucks
+17.1%



Cars
-1.7%

Vermont New Retail Light Vehicle Registrations

	Light Trucks	Cars	Total
2020 Annual	31,921	5,723	37,644
2021 Annual	37,374	5,627	43,001
% change	17.1%	-1.7%	14.2%
Nov. '20 & Dec. '20	5,540	815	6,355
Nov. '21 & Dec. '21	4,847	628	5,475
% change	-12.5%	-22.9%	-13.8%

QUICK FACTS

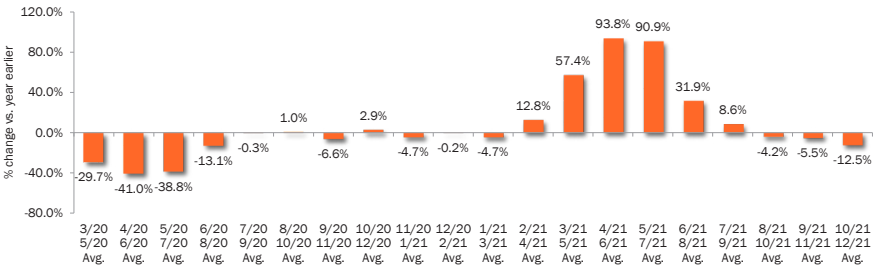
New retail light vehicle registrations in Vermont increased 14.2% last year. U.S. market was up an estimated 5.1%.

State new vehicle registrations improved 25% from January thru September of last year vs. year earlier, and then declined 13% in the Fourth Quarter as supplies tightened.

The market is predicted to increase slightly this year, with a significant improvement likely in 2023.

Data Source: AutoCount data from Experian.

Percent Change in Three Month Moving Average of New Retail Registrations versus Same Period Year Earlier



The graph above provides a clear picture of the trending direction of the state market. It shows the year-over-year percent change in the three month moving average of new retail light vehicle registrations. The three month moving average is less erratic than monthly registrations, which can fluctuate due to such factors as the timing of manufacturer incentive programs, weather and title processing delays by governmental agencies.
Data Source: AutoCount data from Experian.

Data Information

Data presented in Auto Outlook measures new retail vehicle registrations in Vermont. Monthly recording of registrations occurs when vehicle title information is processed, which may differ from date of sale. Title recording can occasionally be subject to processing delays by governmental agencies. For this reason, the year-to-date figures will typically be more reflective of market results Data Source: AutoCount data from Experian.



Change in New Retail Light Vehicle Registrations 2021 vs. 2020

DOMESTIC BRANDS	UP 9.6%	EUROPEAN BRANDS	UP 27.4%	JAPANESE BRANDS	UP 15.1%	KOREAN BRANDS	UP 31.2%
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Vermont New Retail Car and Light Truck Registrations										
	Number of dealers	Nov. and Dec. Combined			Annual Totals			Annual Market Share (%)		
		2020	2021	% chg.	2020	2021	% chg.	2020	2021	Chg.
		TOTAL	--	6,355	5,475	-13.8%	37,644	43,001	14.2%	
Cars	--	815	628	-22.9%	5,723	5,627	-1.7%	15.2	13.1	-2.1
Trucks	--	5,540	4,847	-12.5%	31,921	37,374	17.1%	84.8	86.9	2.1
Domestic Brands	--	2,788	2,374	-14.8%	16,808	18,429	9.6%	44.6	42.9	-1.8
European Brands	--	462	565	22.3%	2,770	3,529	27.4%	7.4	8.2	0.8
Japanese Brands	--	2,834	2,273	-19.8%	16,510	19,001	15.1%	43.9	44.2	0.3
Korean Brands	--	271	263	-3.0%	1,556	2,042	31.2%	4.1	4.7	0.6
Acura	1	35	23	-34.3%	167	198	18.6%	0.4	0.5	0.0
Alfa Romeo	1	1	2		8	7	-12.5%	0.0	0.0	0.0
Audi	2	82	66	-19.5%	431	631	46.4%	1.1	1.5	0.3
BMW	1	38	46	21.1%	182	277	52.2%	0.5	0.6	0.2
Buick	9	61	68	11.5%	482	544	12.9%	1.3	1.3	0.0
Cadillac	5	18	14	-22.2%	92	144	56.5%	0.2	0.3	0.1
Chevrolet	13	658	362	-45.0%	3,852	3,613	-6.2%	10.2	8.4	-1.8
Chrysler	10	25	13	-48.0%	87	115	32.2%	0.2	0.3	0.0
Dodge	9	32	30	-6.3%	226	264	16.8%	0.6	0.6	0.0
FIAT	1	1	0	-100.0%	16	7	-56.3%	0.0	0.0	0.0
Ford	16	834	972	16.5%	5,169	5,595	8.2%	13.7	13.0	-0.7
Genesis	1	1	4	300.0%	5	16	220.0%	0.0	0.0	0.0
GMC	9	357	209	-41.5%	2,251	2,328	3.4%	6.0	5.4	-0.6
Honda	4	524	390	-25.6%	2,949	3,422	16.0%	7.8	8.0	0.1
Hyundai	3	105	116	10.5%	596	840	40.9%	1.6	2.0	0.4
Infiniti	0	2	1	-50.0%	12	12	0.0%	0.0	0.0	0.0
Jaguar	0	1	4	300.0%	10	13	30.0%	0.0	0.0	0.0
Jeep	9	447	304	-32.0%	2,276	2,833	24.5%	6.0	6.6	0.5
Kia	3	165	143	-13.3%	955	1,186	24.2%	2.5	2.8	0.2
Land Rover	0	12	11	-8.3%	51	94	84.3%	0.1	0.2	0.1
Lexus	0	17	20	17.6%	69	108	56.5%	0.2	0.3	0.1
Lincoln	4	10	11	10.0%	74	70	-5.4%	0.2	0.2	0.0
Mazda	2	84	104	23.8%	487	811	66.5%	1.3	1.9	0.6
Mercedes	1	32	39	21.9%	177	303	71.2%	0.5	0.7	0.2
MINI	1	13	11	-15.4%	56	89	58.9%	0.1	0.2	0.1
Mitsubishi	2	63	58	-7.9%	398	445	11.8%	1.1	1.0	0.0
Nissan	5	169	216	27.8%	1,265	1,447	14.4%	3.4	3.4	0.0
Other	--	11	7	-36.4%	145	63	-56.6%	0.4	0.1	-0.2
Porsche	0	4	10	150.0%	36	50	38.9%	0.1	0.1	0.0
Ram	6	307	315	2.6%	2,105	2,545	20.9%	5.6	5.9	0.3
Subaru	7	825	584	-29.2%	5,030	5,096	1.3%	13.4	11.9	-1.5
Tesla	0	39	76	94.9%	187	373	99.5%	0.5	0.9	0.4
Toyota	7	1,110	871	-21.5%	6,031	7,418	23.0%	16.0	17.3	1.2
Volkswagen	4	179	276	54.2%	1,348	1,482	9.9%	3.6	3.4	-0.1
Volvo	2	93	99	6.5%	419	562	34.1%	1.1	1.3	0.2

Top ten brands are shaded grey.

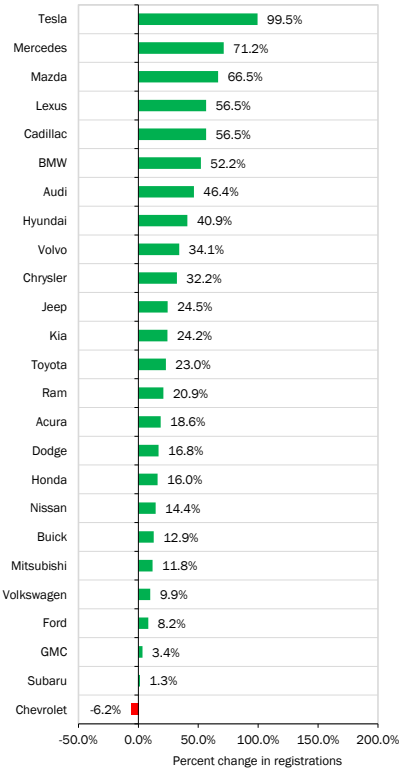
Source: AutoCount data from Experian

At Auto Outlook, we strive to provide accurate analyses based upon the data available to us. Auto Outlook can make no representation or warranty with respect to the accuracy or completeness of the data we provide or the projections that we make based upon such data. Auto Outlook expressly disclaims any such warranties, and undue reliance should not be placed on any analysis. Auto Outlook undertakes no obligation to revise any forecasts or analyses, whether as a result of any new data, the occurrence of future events, or otherwise.

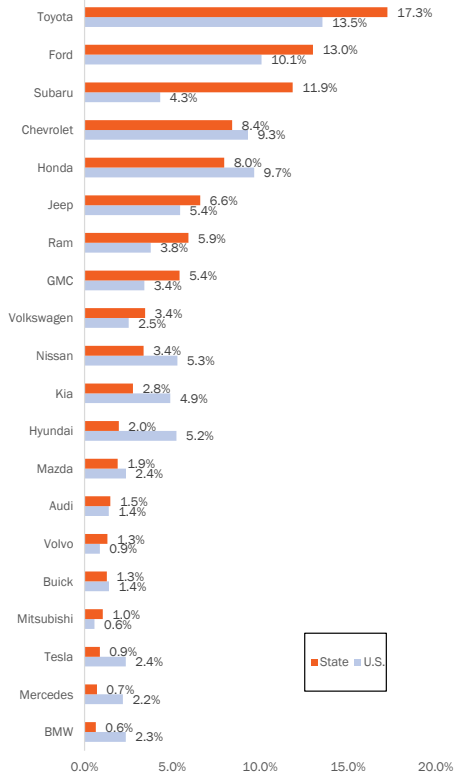




**Percent Change in Brand Registrations
2021 vs. 2020
(Top 25 selling brands)**



**Vermont Market Share
2021
(Top 25 selling brands in state)**



Registrations increased by more than 40% for Tesla, Mercedes, Mazda, Lexus, Cadillac, BMW, Audi, and Hyundai



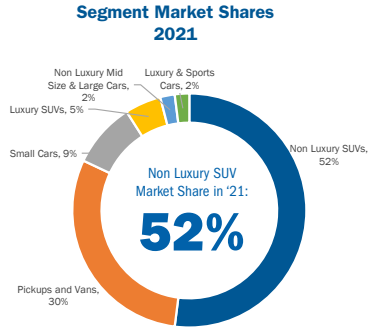
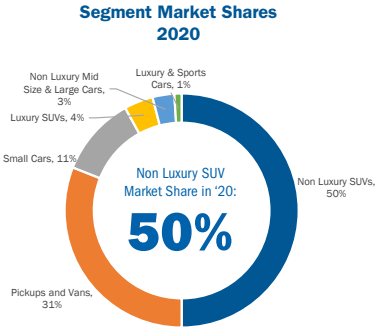
Toyota, Ford, Subaru, Chevrolet, and Honda were market share leaders in Vermont

Data Source: AutoCount data from Experian.

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VEHICLE SEGMENTS

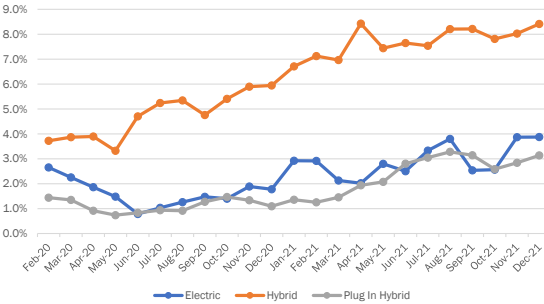


Data Source: AutoCount data from Experian.

The two graphs above show market shares for primary segments in 2020 and 2021.

HYBRID AND ELECTRIC VEHICLES

Estimated Monthly Alternative Powertrain Market Share (includes hybrid and electric vehicles)



Annual Share by Engine Type (2020 and 2021)

	2020	2021	
Hybrid	4.7%	7.7%	↑
Electric	1.6%	2.9%	↑
Plug In Hybrid	1.2%	2.5%	↑

The graph above shows estimated hybrid powertrain and electric vehicle market share in the state. Registrations by powertrain for vehicles equipped with multiple engine types were estimated by Auto Outlook. The estimates are based on model registrations compiled by Experian, and engine installation rates collected from other sources.

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2022

Vermont Vehicle & Automotive
Distributors Association

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in 2020.**

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090

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Christian McCauley
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060

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Philip Alderman
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076

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2111

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Michael Sirignano
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2018

Autosaver Ford

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**Badge Motor Company, Inc.
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William Shearer
(802) 861-3010

072

**Allegiance Trucks -
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Michael Sirignano
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2118

Bennington Auto Mall, Inc.

24 Performance Drive
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Thomas Rubio
(802) 447-2301

298

Almartin Motors Inc.

85 Executive Drive
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Bruce Thibaud
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112

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25 Pond Street
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030

**Apex Motor Company
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William Shearer
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011

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099

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091

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Dave Birmingham
(802) 223-5232

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070

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086

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099

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075

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Alexander Gillett
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Capitol City Auto Mart

088

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Brattleboro Subaru, LLC

007

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Frank Hanenberger
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Capitol City Imports, Inc.

356

PO Box 129
Montpelier, VT, 05602-0129
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(802) 223-3434

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026

1253 U.S. Route 7
North Rutland, VT, 05701-9795
Scott Brileya
(802) 773-3555

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102

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Brian Bonk
(802) 933-4455



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364 River Street
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Robert Cody II

(802) 223-6337

027

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Newport, VT, 05855
Gilles Delabruere
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104

**Coggins Ford of
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897 North Bennington Road
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D Michael Coggins

(802) 681-0800

2115

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113

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2113

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Jon Barrette

(802) 868-3327

106

**Coggins Toyota of
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D Michael Coggins

(802) 681-0600,

2114

Faith's Toyota Ford

6896 Route 5 South
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Faith Mba

(802) 463-3300

107

**DCD NUCAR SAVT LLC
dba Nucar Automall
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118 Franklin Park W
St. Albans Town, VT 05478

Chris Dagesse

(781) 255-6216

2120

**Formula Ford of
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080

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Jack Castellaneta

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087



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Garvey Nissan Inc. dba Garvey Nissan 78 Route 7B North Extension Clarendon, VT, 05759 <i>Marc Garvey</i> (802) 775-2355	057	Handy Chevrolet, Inc. 699 Highgate Road St. Albans, VT, 05478 <i>Dan Handy</i> (802) 524-9737	010
Goss Dodge, Inc. PO Box 2122 South Burlington, VT, 05403 <i>Brian Hoar</i> (802) 658-0120	031	Handy Toyota, Inc. 701 Highgate Road St. Albans, VT, 05478 <i>Dan Luneau</i> (802) 527-7512	155
Goss Jeep PO Box 2122 South Burlington, VT, 05403 <i>Brian Hoar</i> (802) 658-0120	110	Hayes Ford, Inc. 439 East Main Street Newport, VT, 05855 <i>Mark J. Hayes III</i> (802) 334-6587	069
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(800) 833-6017

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dba Land Air**

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7 Kellogg Road
Essex Junction, VT, 05452
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White River**

118
32 Key Auto Drive
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Anthony Dilorinzo
(802) 342-5624

**Key Motors of
Rutland, LLC**

103
211 US 7 South
Rutland, VT, 05701
Anthony Dilorenzo
(802) 773-4600

**Key Motors of
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124
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Anthony DiLorenzo
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2106
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James Kirste
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029
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Lamoille Valley Ford, Inc.

033
PO Box 308
Hardwick, VT, 05843
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062
PO Box 1993
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James Langway
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Barry Lundgren
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Barry Lundgren
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- Littleton Chevrolet
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Russell Dimmick, Jr.
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South Royalton, VT, 05068
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Middlebury, VT 05753
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Rutland, VT, 05701
Jose Oliver
- Pete's RV Center** 041
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(802) 864-9350
- Preston Ventures, LLC
dba Preston's Kia** 2103
PO Box 98
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Brian Preston
(802) 262-2030





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Abel Toll
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 Milton, VT, 05468
Ronald Charlebois
 (802) 655-5040

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dba White River Subaru 2109
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 White River Jct, VT, 05001
Chris Konovalchik
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Roadside Marine 847
 736 Industrial Aveune
 Williston, VT, 05495
Donald Brisson
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Saba Marine, LLC 823M
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 Colchester, VT, 05446
Mark Saba
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CDJR of Barre
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Robert McGee
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Sean and Michael Barre
Hyundai, LLC dba McGee
Hyundai of Barre
 1411 US Route 302
 Barre, VT 05641
Robert McGee
 (802) 479-0587

Sean and Michael Brattle-
boro CDJR LLC dba McGee
Chrysler Dodge Jeep Ram
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 1270 Putney Road
 Brattleboro, VT 05301
Robert McGee
 (802) 251-1111

Sean and Michael Montpel-
lier FRD LLC dba McGee
Ford of Montpelier 2117
 265 River Street
 Montpelier, VT, 05602
Robert McGee
 (802) 223-5201

Sean and Michael Spring-
field, Inc. dba McGee
Chrysler, Jeep, Dodge
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 74 Clinton Street
 Springfield VT 05156
Robert McGee
 802-885-2186

Sheldon Trucks, Inc. 084
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Michael Sheldon
 (802) 658-3314





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North Springfield, VT, 05150		Shelburne, VT, 05482	
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St. Johnsbury, VT, 05819		St. Johnsbury, VT, 05819	
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(802) 748-5777		(802) 748-4444	
St. Johnsbury Subaru	54	Upper Valley Honda	2104
664 Memorial Drive		63 Ralph Lehman Drive	
St. Johnsbury, VT, 05819		White River Jct., VT, 05001	
<i>John Loschiavo</i>		<i>Chip Gengras</i>	
(802) 748-2000		(802) 436-2202	
Stephens of Bennington	839	Vpex Motor Company	022
200 Northside Drive		1030 Shelburne Road	
Bennington, VT, 05201		South Burlington, VT, 05403	
<i>Steve Rucinski</i>		<i>William Shearer</i>	
(802) 681-7458		(802) 658-1130	
Stone Motors, LLC dba Stone CDJR	2102	Wells River Chevrolet, Inc.	032
PO Box 748		PO Box 10	
Middlebury, VT, 05753		Wells River, VT, 05081	
<i>Todd Stone</i>		<i>Jeff Moore</i>	
(802) 388-9961		(802) 757-2311	
		White River Motors, Inc. dba White River Toyota	024
		303 Sykes Mountain Ave	
		White River Jct., VT 05001	
		<i>Dave Machavern</i>	
		(802) 299-2800	



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dba Land Air**

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Honda
KYMCO
Scarab
Sea-Doo
Ski-Doo
STACYC
Suzuki

Mekkelsen Trailer Sales

Aspen Trail
Clipper
Coachmen
Dutchman
Four Winds
Gulfstream
Kodiak
R-Pod
Salem
Starcraft
Sunset Park
Surveyor
Wildcat

Pete's RV Center

Airstream
Alante
Bullet
Cherokee
Cougar
Eagle
Grey hawk
Greywolf
Jay feather
Jay flight
Melbourne
Montana
Montana High Country
Nobo
North point
nuCamp

Outback
Passport
Pinnacle
Precept
Premier
Red hawk
Rpod
Surveyor
Swift
Terrain
White hawk
Wildwood
Wildwood Heritage Glen
Wolf pup

Roadside Marine

CF Moto
Kawasaki
Polaris
Yamaha

Saba Marine

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Bayliner International
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Doral International
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Mercury Marine
Pursuit
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Regal
Robalo
Sea Ray
Yamaha
Yamaha Marine
Zodiac





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Autosaver Body Shop/ Autosaver Accessory Center

684 Portland Street
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341

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PO Box 356
Littleton, NH, 03561

Abel Toll
(603) 444-2139

2266

Autosaver Management Company

684 Portland Street
St. Johnsbury, VT, 05819

Abel Toll
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Bailey Motors, Inc.

315 Main Street
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Clayton A. Bailey Jr.
(802) 438-6111

1068

Bolduc Auto Salvage, Inc.

239 Bolduc Road
Middlesex, VT, 05602

Jamie Bolduc
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Breezy Avenue Repairs and Rentals, LLC

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Joann LaCasse
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PO Box 442
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Craig A. Goulet
(800) 750-2425

Carl's Equipment, Inc. 410

PO Box 294
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Clarence Larose
(802) 525-3662

Carter's Cars, Inc. 386

1089 Shelburne Road
South Burlington, VT, 05403

Robert Miller
(802) 891-6345

Crossway Auto Center dba Crossway Saab 428

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East Barre, VT, 05649

Ryan Pierson
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Darling's Auto Repair, Inc.

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Groton, VT, 05046

D. Craig Darling
(802) 584-3273

592

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David Arakelian
(802) 257-0990



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Fair Haven Motors

751 Route 22A North
Fair Haven, VT, 05743

Freeman Dodge

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003

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PO Box 398
South Barre, VT, 05670

William Lowery

(802) 479-1398

534

Imported Car Center, Inc.

dba Autosport

PO Box 1077
Williston, VT, 05495

Arlo Cota

(802) 878-3391

350

Maple Center Motors

PO Box 732
St. Johnsbury, VT, 05819

Gary Sanborn

(802) 748-4527

407

Kearney's Enterprises, Inc.

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Center Rutland, VT, 05736

Dan Kearney

(802) 775-2915

400

Midstate Auto Group of Vermont LLC dba Central

VT Auto Mart
365 River Road
Montpelier, VT 05602

Mitchell Jay

(802) 200-3854

2215

Key Collision of South Burlington

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South Burlington, VT, 05403

Anthony Dilorenzo

(802) 651-0252

Midstate Auto Group of Vermont, LLC Upper Valley Auto Mart

7 Pine Street
White River Jct., VT 05001

Mitchell Jay

(802) 281-6343

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3282 Walker Mountain Road
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Thomas LaVictoire

(802) 438-2829

402

Poulin Auto Sales, Inc.

473 East Barre Road
Barre, VT, 05641

Norman Poulin

(802) 476-8159

223

LeBlanc Enterprises dba

Maurice's Service Ctr. A1051

265 North Main Street
St. Albans, VT, 05478

Maurice LeBlanc

(802) 527-0348

Precision Valley Auto Sales

PO Box 564
Springfield, VT, 05156

Scott Ballard

(802) 885-5090

385



NON-FRANCHISED MEMBERS

Progressive Auto 303

69 Jewett Avenue
Swanton, VT, 05488

Tom Michel
(802) 524-3040

Snowfire, LTD 272

100 US Route 2
Waterbury, VT, 05676

Skip Hoblin
(802) 244-5606

Westminster Auto Service

PO Box 94 2040
Westminster, VT, 05158

Vernon Kelton
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Acura

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Audi South Burlington
LAV Automotive Inc. dba Audi Rutland

BMW

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Auto Mall
Autosaver Buick GMC, Inc.
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Handy Cadillac, Buick GMC Inc.
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Littleton Chevrolet Buick Inc.
Springfield Auto Mart, Inc.

Cadillac

Bennington Auto Mall, Inc.
Cody Chevrolet, Cadillac
Handy Cadillac, Buick GMC Inc.
Key Motors of South Burlington
Springfield Auto Mart, Inc.

Chevrolet

Alderman Chevrolet, Buick GMC
Auto Mall
Bennington Auto Mall, Inc.
Benson's Chevrolet, Inc.
Champlain Chevrolet, Inc.
Cody Chevrolet, Cadillac
Handy Chevrolet, Inc.
Key Chevrolet of White River
Key Motors of South Burlington
Lamoille Valley Chevrolet
Langway Chevrolet Volkswagen
of Manchester
Littleton Chevrolet Buick Inc.
Middlebury Chevrolet
Wells River Chevrolet, Inc.

Chrysler

Briley's Chrysler-Jeep, Inc.
DCD NUCAR SAVT LLC
dba Nucar Automall of Saint Albans
Derby Chrysler Dodge Jeep, Inc.
Goss Dodge, Inc.
Littleton Auto Mart dba
Crosstown Motors
Sean and Michael Barre CDJR, LLC
dba McGee CDJR of Barre
Sean and Michael Brattleboro CDJR,
LLC dba McGee Chrysler Dodge
Jeep Ram of Brattleboro
Sean and Michael Springfield, Inc.
dba McGee Chrysler, Jeep, Dodge
of Springfield
St. Johnsbury Auto Mart, Inc.
Stephens of Bennington
Stone Motors, LLC dba Stone CDJR

Dodge

DCD NUCAR SAVT LLC
dba Nucar Automall of Saint Albans
Derby Chrysler Dodge Jeep, Inc.
Goss Dodge, Inc.
Littleton Auto Mart
dba Crosstown Motors
LDR Automotive Inc. dba
Lundgren Dodge Ram of Rutland
Sean and Michael Barre CDJR, LLC
dba McGee CDJR of Barre
Sean and Michael Brattleboro CDJR,
LLC dba McGee Chrysler Dodge
Jeep Ram of Brattleboro
Sean and Michael Springfield, Inc.
dba McGee Chrysler, Jeep, Dodge
of Springfield
St. Johnsbury Auto Mart, Inc.
Stephens of Bennington
Stone Motors, LLC
dba Stone CDJR

Fiat

Goss Dodge, Inc.



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Ford

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 Coggins Ford of Bennington
 DCD NUCAR SAVT LLC
 dba Nucar Automall of Saint Albans
 E.J. Barrette & Sons, Inc.
 Faith's Toyota Ford
 Formula Ford of Rutland County
 G. Stone Motors, Inc.
 Hayes Ford, Inc.
 Heritage Motors, Inc.
 dba Heritage Ford
 Kirste Motor Company, LLC
 dba Brattleboro Ford
 Lamoille Valley Ford, Inc.
 Lebanon Ford
 Sean and Michael Montpelier FRD LLC
 dba McGee Ford of Montpelier
 Ted Green Ford, Inc.
 Twin State Ford

Ford Truck

E.J. Barrette & Sons, Inc.
 Hayes Ford, Inc.

Freightliner Trucks

R.R. Charlebois, Inc.

GMC

Alderman Chevrolet, Buick GMC
 Auto Mall
 Autosaver Buick GMC, Inc.
 Capitol City Auto Mart
 Key Motors of South Burlington

GMC Trucks

Delabruere's Auto Sales, Inc.
 Handy Cadillac, Buick GMC Inc.
 Springfield Auto Mart, Inc.

Hino

Green Mountain Kenworth, Inc.
 dba New England Kenworth

Honda

Berlin Automotive H1 Inc.,
 dba 802 Honda

Coggins Honda of Bennington
 Hi-Tech Motorsports, Inc. dba Land Air
 Key Motors of Rutland, LLC
 The Automaster
 Upper Valley Honda

Hyundai

Burlington Hyundai, Inc.
 Sean and Michael Barre Hyundai, LLC
 dba McGee Hyundai of Barre

International

Allegiance Trucks - Burlington
 Allegiance Trucks - Jericho

Isuzu

Green Mountain Kenworth, Inc.
 dba New England Kenworth

Jeep

Brileya's Chrysler-Jeep, Inc.
 DCD NUCAR SAVT LLC
 dba Nucar Automall of Saint Albans
 Derby Chrysler Dodge Jeep, Inc.
 Goss Jeep
 Littleton Auto Mart
 dba Crosstown Motors
 Sean and Michael Barre CDJR, LLC
 dba McGee CDJR of Barre
 Sean and Michael Brattleboro CDJR,
 LLC dba McGee Chrysler Dodge
 Jeep Ram of Brattleboro
 Sean and Michael Springfield, Inc.
 dba McGee Chrysler, Jeep, Dodge
 of Springfield
 St. Johnsbury Auto Mart, Inc.
 Stephens of Bennington
 Stone Motors, LLC dba Stone CDJR

Kenworth

Green Mountain Kenworth, Inc.
 dba New England Kenworth

Kia

Berlin City Car Center
 Preston Ventures, LLC dba Preston's Kia

MEMBERSHIP LIST BY LINE GROUP



Lincoln

Formula Ford of Rutland County
Hayes Ford, Inc.

Mack

Sheldon Trucks, Inc.

Mazda

Capitol City Imports, Inc.
South Burlington Mazda

Mercedes Benz

The Automaster

Mini

Mini of Burlington

Mitsubishi

Burlington Mitsubishi/Suzuki
Quality Motors Inc.
dba Quality Mitsubishi

Nissan

Bennington Auto Mall, Inc.
Formula Nissan, Inc.
Freedom Nissan
Garvey Nissan Inc. dba Garvey Nissan

Peterbilt

Lucky's Trailer Sales - Colchester
Lucky's Trailer Sales, Inc.

Ram

DCD NUCAR SAVT LLC
dba Nucar Automall of Saint Albans
Derby Chrysler Dodge Jeep, Inc.
Goss Dodge, Inc.
LDR Automotive Inc. dba
Lundgren Dodge Ram of Rutland
Sean and Michael Barre CDJR, LLC
dba McGee CDJR of Barre
Sean and Michael Brattleboro CDJR,
LLC dba McGee Chrysler Dodge
St. Johnsbury Auto Mart, Inc.
Stephens of Bennington
Stone Motors, LLC dba Stone CDJR

Subaru

Berlin Automotive S1
dba Twin City Subaru
Brattleboro Subaru, LLC
Burlington Subaru, Inc.
Haddad Subaru of St. Albans
Lundgren Subaru of Bennington, Inc.
Oliver Family Holdings, Inc.
dba Oliver Subaru of Rutland
RAH White River SB, LLC
dba White River Subaru
St. Johnsbury Subaru

Suzuki

Burlington Mitsubishi/Suzuki

Toyota

Alderman's Toyota
Berlin Automotive T1, LLC
dba 802 Toyota
Coggins Toyota of Bennington
Faith's Toyota Ford
Handy Toyota, Inc.
Heritage Automobile Sales, Inc.
dba Heritage Toyota
White River Motors, Inc.
dba White River Toyota

Volkswagen

Capitol City Imports, Inc.
Langway Chevrolet Volkswagen
of Manchester
LAV Automotive Inc. dba
Volkswagen of Rutland
Vpex Motor Company

Volvo

Almartin Motors, Inc.

Volvo U.D.

Sheldon Trucks, Inc.



2022

Vermont Vehicle & Automotive
Distributors Association

MEMBERSHIP DIRECTORY

ASSOCIATE MEMBERS

**ASSOCIATE
MEMBERS**



ASSOCIATE MEMBERS

ACV

640 Ellicott Street
Suite 321, Buffalo, NY, 14203

Jesse Ball
(800) 553-4070

Aftermarket Specialists

PO Box 417
Kingston, MA, 02364

Lawrence Cunningham
(617) 921-0264

Albin, Randall & Bennett

PO Box 445
Portland, ME, 04101-0445

Barton Haag
(207) 772-1981

Cox Automotive

3003 Summit Blvd
Atlanta, GA, 30319

Ernest Lattimer
(516) 547-2242

EBlock Corporation

1 Mill Street, #267
Burlington, VT, 05401

Andy Bohlin
(833) 817-7247

Efficiency Vermont

20 Winooski Falls Way
Winooski, VT, 05404

Meghan Chambers
(888) 921-5990

Federated Mutual Insurance Company

J-18 Stonehedge Drive
South Burlington, VT, 05403

Tyler Flinn
(802) 779-6062

G.W. Marketing Services

18 Ripley Terrace
Newton Center, MA, 02459

Gordon Wisbach
(857) 404-0226

Glens Falls National Bank & Trust Company

250 Glen Street
Glens Falls, NY, 12801

Tom Warner
(518) 793-4121

Mobilityworks

5C David Drive
Essex Jct., VT, 05452

Charlie Manago
(802) 878-8640

Nancy Phillips Associates, Inc.

PO Box 70
Exeter, NH, 03833

Nancy Phillips
(603) 658-0004

NBT Bank N.A.

52 South Broad Street
Norwich, NY, 13815

James Mahan
(607) 337-6366





**Noyle W. Johnson
Insurance**

PO Box 279
Montpelier, VT, 05601-0279

Tim Ayer
(802) 223-7735

O'Connor & Drew, P.C.

25 Braintree Hill Office Park
Braintree, MA, 02184

Kevin Carnes
(617) 471-1120

Paul Frank + Collins P.C.

PO Box 1307
Burlington, VT, 05402-1307

Thomas Melloni
(802) 658-2311

Reynolds & Reynolds

One Reynolds Way
Dayton, OH, 45430

Lauren Grace
(518) 420-5176

The Towne Law Firm, PC

PO Box 15072
Albany, NY, 12212

James T. Towne, Jr.
(518) 452-1800

Thomas Hirschak Company

1878 Cadys Falls Road
Morrisville, VT, 05661

Toby Hirschak
(802) 878-9200

**Tyler, Simms @
St. Sauveur, CPAs**

19 Morgan Drive
Lebanon, NH, 03766

Ernest Tyler
(603) 653-0044

Zurich Insurance Company

7045 College Boulevard
Overland Park, KS, 66211

Steve Megee
(877) 225-5276



MEMBERS BY COUNTY

Addison

G. Stone Motors, Inc.
Stone Motors, LLC dba Stone CDJR

Bennington

Bennington Auto Mall, Inc.
Coggins Ford of Bennington
Coggins Honda of Bennington
Coggins Toyota of Bennington
Langway Chevrolet Volkswagen
of Manchester
Lundgren Subaru of Bennington, Inc.
Stephens of Bennington

Caledonia

Autosaver Body Shop/Autosaver
Accessory Center
Autosaver Buick GMC, Inc.
Autosaver Management Company
Darling's Auto Repair, Inc.
Lamoille Valley Ford, Inc.
Maple Center Motors
Quality Motors Inc.
dba Quality Mitsubishi
St. Johnsbury Auto Mart, Inc.
St. Johnsbury Subaru
Twin State Ford

Chittenden

Allegiance Trucks - Burlington
Allegiance Trucks - Jericho
Almartin Motors, Inc.
Apex Motor Company
dba Shearer Acura
Badge Motor Company, Inc.
Audi South Burlington
Berlin City Car Center
Burlington Hyundai, Inc.
Burlington Mitsubishi/Suzuki
Burlington Subaru, Inc.
Carter's Cars, Inc
Efficiency Vermont
Federated Mutual Insurance Company
Freedom Nissan
Goss Dodge, Inc.
Goss Jeep

Green Mountain Kenworth, Inc.
dba New England Kenworth
Heritage Automobile Sales, Inc.
dba Heritage Toyota
Heritage Motors, Inc.
dba Heritage Ford
Hi-Tech Motorsports, Inc. dba Land Air
Imported Car Center, Inc.
dba Autosport
Key Collision of South Burlington
Key Motors of South Burlington
Lucky's Trailer Sales - Colchester
Mini of Burlington
Mobilityworks
Paul Frank + Collins P.C.
Pete's RV Center
R.R. Charlebois, Inc.
Roadside Marine
Saba Marine, LLC
Sheldon Trucks, Inc.
South Burlington Mazda
The Automaster
Thomas Hirschak Company
Vpex Motor Company
EBlock Corporation

Essex

Brighton Garage, Inc.

Franklin

Champlain Chevrolet, Inc.
DCD NUCAR SAVT LLC
dba Nucar Automall of Saint Albans
E.J. Barrette & Sons, Inc.
Haddad Subaru of St. Albans
Handy Cadillac, Buick GMC Inc.
Handy Chevrolet, Inc.
Handy Toyota, Inc.
LeBlanc Enterprises
dba Maurice's Service Ctr.
Progressive Auto

Lamoille

Lamoille Valley Chevrolet

Orange

Wells River Chevrolet, Inc.





Orleans

Breezy Avenue Repairs and
Rentals, LLC
Carl's Equipment, Inc.
Delabruere's Auto Sales, Inc.
Derby Chrysler Dodge Jeep, Inc.
Hayes Ford, Inc.

Rutland

Alderman Chevrolet, Buick GMC
Alderman's Toyota
Bailey Motors, Inc.
Brileya's Chrysler-Jeep, Inc.
Fair Haven Motors
Formula Ford of Rutland County
Garvey Nissan Inc. dba Garvey Nissan
Kearney's Enterprises, Inc.
Key Motors of Rutland, LLC
LaVictoire Farm Sales & Service, Inc.
LAV Automotive Inc. dba Audi Rutland
LAV Automotive Inc. dba
Volkswagen of Rutland
LDR Automotive Inc. dba
Lundgren Dodge Ram of Rutland
Oliver Family Holdings, Inc.
dba Oliver Subaru of Rutland

Washington

Berlin Automotive H1 Inc.,
dba 802 Honda
Berlin Automotive S1
dba Twin City Subaru
Berlin Automotive T1, LLC
dba 802 Toyota
Bolduc Auto Salvage, Inc.
Capitol City Auto Mart
Capitol City Imports, Inc.
Cody Chevrolet, Cadillac
Crossway Auto Center
dba Crossway Saab
Formula Nissan, Inc.
Lowery's Auto Sales, Inc
Mekkelsen Trailer Sales
Middlebury Chevrolet
Midstate Auto Group of Vermont LLC
dba Central VT Auto Mart

Noyle W. Johnson Insurance
Poulin Auto Sales, Inc.
Preston Ventures, LLC
dba Preston's Kia
Sean and Michael Barre CDJR, LLC
dba McGee CDJR of Barre
Sean and Michael Barre Hyundai, LLC
dba McGee Hyundai of Barre
Sean and Michael Montpelier FRD LLC
dba McGee Ford of Montpelier
Snowfire, LTD

Windham

Auto Mall
Battleboro Subaru, LLC
Exit 1 Auto Sales
Faith's Toyota Ford
Kirste Motor Company, LLC
dba Brattleboro Ford
Sean and Michael Brattleboro CDJR,
LLC dba McGee Chrysler Dodge
Jeep Ram of Brattleboro
Westminster Auto Service

Windsor

Benson's Chevrolet, Inc.
Key Chevrolet of White River
Lucky's Trailer Sales, Inc.
Midstate Auto Group of Vermont, LLC
Upper Valley Auto Mart
Precision Valley Auto Sales
RAH White River SB, LLC
dba White River Subaru
Sean and Michael Springfield, Inc.
dba McGee Chrysler, Jeep, Dodge
of Springfield
Springfield Auto Mart, Inc.
Ted Green Ford, Inc.
Upper Valley Honda
White River Motors, Inc.
dba White River Toyota



OUT-OF-STATE ASSOCIATE MEMBERS

Out-of-State

Albin, Randall & Bennett
ACV
Aftermarket Specialists
Autosaver Ford
Autosaver Imports Inc.
Cox Automotive
G.W. Marketing Services
Glens Falls National Bank
& Trust Company
Lebanon Ford

Littleton Auto Mart
 dba Crosstown Motors
Littleton Chevrolet Buick Inc.
Nancy Phillips Associates, Inc.
NBT Bank N.A.
O'Connor & Drew, P.C.
Reynolds & Reynolds
The Towne Law Firm, PC
Tyler, Simms @ St. Sauveur, CPAs
Zurich Insurance Company



**BYLAWS of the
VERMONT VEHICLE AND AUTOMOTIVE
DISTRIBUTORS ASSOCIATION, INC.**

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BYLAWS

ARTICLE I

NAME

The name of this organization shall be the Vermont Vehicle And Automotive Distributors Association, Inc.

ARTICLE II

PURPOSE

The purpose of this organization shall be to afford its members an opportunity for mutual advancement and benefit in the protection of their respective businesses, and to assure protection to the consumers of this State in their dealing with the automotive industry.

The Association will work to improve and promote the ethics and the general welfare of the automotive industry in the State of Vermont.

The Association will act as a non profit corporation as defined in the statutes of the State of Vermont.

None of it's income or assets shall be used for or inure to the sole benefit of any individual member.

ARTICLE III

MEMBERSHIP

Section 1.

There shall be three classes of membership designated as Franchised, Non-franchised and Associate. Any class may be corporate, firm, individual or any other legal entity.

Section 2.

a. Franchised: Any properly franchised automobile, truck, motorcycle, farm tractor, or motorized recreational vehicle dealer having a place of business in the State of Vermont engaged in selling automobile, truck, motorcycle, farm tractor, or motorized recreational vehicles and who employs five or more employees and has been licensed or becomes licensed within 60 days of receipt of his membership application as a dealer by the Commissioner of Motor Vehicles for the State of Vermont or who becomes a dealer within 60 days of receipt of his membership application shall be eligible to apply to the Board of Directors for a Franchised membership and, upon approval, shall be known as a Franchised member with full voting rights;

b. Non-franchised: Any individual, partnership, corporation or other entity lawfully doing business in Vermont that is not a franchised motor vehicle dealer but is directly engaged in the motor vehicle industry and employs five or more employees shall be eligible for membership and shall be known as a Non-franchised member with full voting rights. Directly engaged shall include those businesses engaged in used motor vehicle sales, motor vehicle service, autobody repair, and motor vehicle parts sales, franchised power equipment dealers, and franchised construction equipment dealers, but shall exclude those businesses selling gasoline.

The five employee membership requirement is waived for dealers who were members of VADA prior to 1/29/09.

Membership shall be approved if the applicant has met any and all requirements established by the Board of Directors prior to the application. Any Member who ceases to meet the criteria for membership set forth in this Section 2 may be expelled pursuant to Article III, Section 5 of these Bylaws.



Section 3.

Associate: Any individual, partnership, or corporation which does not qualify as a Franchised or Non-franchised member but which is associated with the motor vehicle dealer business may become an Associate member. This Section excludes those businesses selling gasoline. Associate members shall not have voting rights and shall not be eligible to participate in any benefits and/or insurance programs made available by the VADA Insurance Trust.

Section 4.

All applications for membership shall designate the person who is to represent the member in the Association, and an alternate representative if so desired. Such representative or alternate may be changed by notification in writing filed with the Secretary, but no person shall represent more than one member and each member shall be entitled to one vote.

Section 5.

Expulsion of Member.

“Cause” for expulsion of a member includes failure to pay dues, a violation of the provisions of the certificate of incorporation or the bylaws, code of ethics, rules or practices properly adopted by the Association, or of any other conduct prejudicial to the Association or its membership. Any member may be removed from membership for cause by the Board of Directors by two thirds (2/3) vote, provided, however, that (1) a statement of the charges shall have been mailed by registered mail to the last recorded address of the member at least fifteen (15) days before final action is taken thereon; (2) this statement shall be accompanied by a notice of the time and place of the meeting of the Board of Directors at which charges shall be considered and the member shall have the opportunity to appear in person or by representative and present its defense; and (3) such member, if removed, may appeal the decision of the Board to the full voting membership of the Association, provided that notice of intent to appeal is received by the President within fifteen (15) days of the Board of Directors’ final action.

Section 6.

A member expelled shall be deemed to have expressly waived, and by application for membership does expressly waive, all rights of membership and all claims to recover fee, dues, or damages from the Association because of expulsion.

ARTICLE IV

MANAGEMENT

Section 1.

The affairs of the corporation shall be managed and conducted by the Executive Officers and the Board of Directors except such powers as are specifically reserved herein to any special committee, or as delegated to the Executive Director.

Section 2.

The Board of Directors shall have full power and authority to manage the affairs and business of the Association and shall have all the powers usually invested in a Board of Directors of a business corporation. They may appoint an Executive Director and a Legal Counsel for the Association as they deem necessary or wise and fix the fees or compensation thereof.

ARTICLE V

OFFICERS

Section 1.

The officers of the Association shall consist of a President, 1st Vice President, 2nd Vice



BYLAWS

President, Secretary and Treasurer, who shall be elected by the members at the Annual Meeting of the Association and who shall hold office for one year or until a successor is elected. No person shall serve as President and Secretary and/or Treasurer.

Section 2.

A vacancy occurring in any of the offices herein before provided for shall be filled by the Board of Directors, and the person so elected to fill such vacancy shall hold office until the next Association Annual Meeting.

ARTICLE VI

DUTIES OF OFFICERS

Section 1.

The president shall preside at all meetings of the Association and of the Board of Directors, and shall perform all duties commonly incident to that office and such other duties as shall be designated from time to time by the Board of Directors. The presiding officer shall be an ex officio member of the Board of Directors.

Section 2.

The Vice Presidents shall have such powers and perform such duties as are commonly incident to that office, or as may be designated by the Board of Directors, and in the absence of the President shall act as and have the powers of the President.

Section 3.

The Treasurer shall cooperate with and advise the Executive Director on all matters relating to the receipt and disbursement of funds of the Association. He/She shall have the right at any time to examine the records of the Executive Director. He/She shall also report to the members at the Annual Meeting as to the financial condition of the Association together with any recommendation he/she may care to make. He/She shall perform such other duties as may be designated by the Board of Directors, and shall, if required by them, furnish bond for the faithful performance of his/her duties. This bond to be at the expense of the Association.

Section 4.

The Secretary shall perform such duties as are required by Vermont statutes relative to the Secretary of a Vermont corporation. The Executive Director may serve as the Secretary.

Section 5.

The Executive Director, authorized by the Board of Directors, shall maintain the office of the Association, shall receive all monies of the Association and deposit the same in the name of the Association in an approved bank or trust company, and shall under the direction of the Treasurer and the Board of Directors disburse the funds of the Association. He/She shall maintain regular accounts and shall perform such other duties as may pertain to the office or as may be delegated to him/her. He/She shall be bonded by an approved bonding company for the amount determined by the Board of Directors at the expense of the Association. He/She shall prepare a complete financial statement at the end of each fiscal year which statement after being properly audited shall be furnished to the Treasurer and from which statement the Treasurer shall prepare and submit his report at the Annual Meeting. He/She shall maintain sufficient records to advise the officers and the Board of Directors of the current status of funds at regular meetings of the Board. He/She shall cooperate with chair persons of all standing and special committees to ensure that



information relative to the committee is available. He/She shall represent the Association and serve as a liaison between the Association and such agencies of the Federal and State Governments as relate to the automotive trade. He/She shall administer programs of the Association involving life and health insurance by working with the committees assigned to those projects. He/She shall keep the minutes of all meetings of the Board of Directors. Such minutes will be published and available to all members upon application.

ARTICLE VII DIRECTORS

Section 1.

The Board shall consist of up to seventeen elected Directors as follows: twelve (12) Directors shall be Franchised and nominated by the Board of Directors and elected by Franchised members eligible to vote at the regular Annual Meeting of the Association; One Director shall be elected at large by and from those members who are exclusively franchised heavy duty truck dealers; One Director shall be elected at large by and from those members who are exclusively franchised motorcycle dealers; One Director shall be elected at large by and from those members who are in the Non-franchised category of membership as defined in these bylaws, Article III, Section 2b. The VADA Board of Directors may appoint an alternate Non-Franchised Director. The Board of Directors shall also include the current President. Ex-officio members shall include the association past President and the current Vermont representative to the Board of Directors of the National Automobile Dealers Association.

Section 2.

Any vacancy which shall occur among the Directors by death, resignation, or other cause, may be filled by the remaining Directors by the election of a new Director to serve out the term and a successor is elected by the members, who may make such election at the next Annual Meeting, or at any duly called special meeting held prior thereto.

ARTICLE VIII DUTIES OF DIRECTORS

Section 1.

The Board of Directors shall have full power and authority to manage the affairs and business of the Association and shall have all the powers usually vested in a Board of Directors of a business corporation. They may delegate specific duties to the Executive Director and/or to standing or special committees as they deem in the best interest of the Association.

Section 2.

Meetings of the Board of Directors may be called by the President or by any three (3) Directors. Notice of such meetings shall be mailed to each Director by the Executive Director at least 48 hours before such meeting. Such meetings shall be held at such time and place as specified in the notice.

ARTICLE IX MEETINGS

Section 1.

The Association shall hold an Annual Meeting for all members each year, such date to be designated by the Board of Directors. The time and place shall be designated in the call thereof. Written notice of the Annual Meeting shall be given by the Executive Director to all members at least fifteen (15) days prior thereto.



BYLAWS

Section 2.

Other meetings may be called by the President, or by request of five (5) Directors or upon request in writing of ten percent (10%) of the members or a minimum of fifteen (15), and written notice thereof shall be given by the Executive Director to all members at least ten (10) days prior thereto.

Section 3.

The Association may hold any regular, special or annual meeting outside of the State of Vermont.

ARTICLE X

COMMITTEES

Section 1.

There shall be an Executive Committee of the Board of Directors, composed of the President, Treasurer, and three members of the Board appointed by the President, subject to the approval of the Board. This committee shall make recommendations to the Board, shall transact business of an emergency nature between meetings of the Board, and shall report such actions in full to the Board of Directors at its next regular meeting.

Section 2.

There shall be four (4) standing Committees of the Association which shall continually exist. These Committees shall be as follows: Convention, Insurance, Finance and Legislative. Members of all Committees shall be appointed by the Executive Committee and approved by the Board of Directors.

Section 3.

The President may appoint such other committees as he deems advisable. The President shall be an ex officio member of all committees.

Section 4.

Committees shall have such duties as their titles indicate and as the Board of Directors may assign. All actions of committees except Insurance shall be subject to the approval of the Board of Directors.

ARTICLE XI

FISCAL YEAR

The fiscal year of the Association shall begin on September 1st in each year and end on August 31st of the following year.

ARTICLE XII

QUORUM

Section 1.

At all membership meetings of the Association, a majority of those Dealer Members present shall constitute a quorum. Dealer Members have the right to vote by alternate appointed by them, and such appointment shall be evidenced by a power of attorney setting forth such authority, which shall be filed with the Secretary of the meeting, but no person shall act as alternate for more than one Dealer Member. In the limited circumstances where Industry Friends may vote, Industry Friends shall not vote by alternate or proxy.

**Section 2.**

At all meetings of the Board of Directors, fifty percent of currently seated Directors shall constitute a quorum.

ARTICLE XIII AMENDMENTS

These Bylaws may be altered, amended or replaced at a regular or special meeting of the Association, by a two-thirds vote of all members who are present in person or by alternate and entitled to vote on the proposed amendment, addition, alteration or repeal. This is provided that notice of such proposed amendment, addition, alteration, or repeal shall be given in notice of such meeting and mailed, postage prepaid, to all members if they are entitled to vote, at least fifteen (15) days before such meeting.

ARTICLE XIV RULES OF ORDER

Robert's Rules of Order, latest edition, shall be recognized as the authority governing all meetings and conferences when not in conflict with the Bylaws of the Association.

ARTICLE XV DUES

The annual dues of members, as established by the Board of Directors, shall be payable on the 15th day of November in advance of each year, and the Executive Director shall send notice of dues on or before the 15th day of October preceding. Delinquents shall be given notice in writing on the 15th day of December and any member whose dues shall not have been paid by the 15th day of January shall not be entitled to any of the privileges of membership thereafter.

For Members with more than one place of business, annual dues for each place of business shall be paid in order for the enterprise conducted at any such given place of business to be considered a member of this Association and entitled to the privileges of such membership. Similarly, each subsidiary or affiliate of a Member shall pay annual dues in order for such subsidiary or affiliate to be considered a member of this Association and entitled to the privileges of such membership. For the purposes of this provision a business enterprise shall be considered an "affiliate" or "subsidiary" of a Member if the Member owns more than one fourth of the capital stock, beneficial interest, equity or new worth or such business enterprise, as the case may be.

ARTICLE XVI DISSOLUTION

Upon dissolution or winding up of the affairs of the Association, the Board of Directors, after providing for the payment of all obligations, shall distribute the remaining assets to any other non profit and tax exempt organization.

Approved at VADA Special Meeting
The Vermont State House
January 29, 2009



2022

Vermont Vehicle & Automotive
Distributors Association

MEMBERSHIP DIRECTORY

ADVERTISING REGULATIONS

**ADVERTISING
REGULATIONS**



VERMONT ADVERTISING REGULATIONS

SUBJECT: CONSUMER FRAUD — AUTOMOBILE ADVERTISING
ATTORNEY GENERAL — CONSUMER PROTECTION SECTION
ADOPTED PURSUANT TO 9 V.S.A. §2453(c)

RULE CF 118 ***AUTOMOBILE ADVERTISING***

CF 118.01 Definitions
CF 118.02 General Provisions
CF 118.03 Advertising Layout
CF 118.04 Specific Advertising Provisions
CF 118.05 Savings Claims, Rebates and Trade-Ins
CF 118.06 Credit Sales and Lease Advertising

CF 118.01 Definitions

(a) “ADVERTISEMENT,” “ADVERTISING” or “AD,” unless otherwise noted, means any oral, written or graphic statement made by, for, or in the name of a car dealer that is in any manner connected with the solicitation of business. The term includes statements made in newspapers or other publications or on radio or television, or contained in any sign, motor vehicle window sticker, circular, brochure, letter, or other writing.

(b) “DEALER” means a person or company that is regularly and principally engaged in the business of selling or leasing motor vehicles, or that solicits the sale or lease of such vehicles, to individuals for their own use.

(c) “MONRONEY STICKER” means the window sticker required by the federal Automobile Information Disclosure Act, 15 U.S.C. §1231 et seq.

(d) “MOTOR VEHICLE” or “VEHICLE” means any self-propelled passenger motor vehicle.

(e) “NEW MOTOR VEHICLE” means a passenger motor vehicle which has been sold to a new motor vehicle dealer by a manufacturer or distributor and which has not been used for other than demonstration or driver education purposes and on which the original title has not been issued from the new motor vehicle dealer.

(f) “USED MOTOR VEHICLE” means any vehicle other than a new motor vehicle.

CF 118.02 General Provisions

(a) ENFORCEMENT NOT LIMITED: The fact that a particular advertising practice is not expressly referred to in this rule does not limit the Attorney General’s authority to take legal action with respect to that practice under the Consumer Fraud Act. Dealers are also responsible for complying with other laws and regulations affecting advertising (for example, federal Truth-in-Lending, Truth-in-Leasing, and regulations of the Federal Trade Commission).

(b) GENERAL PROHIBITION AGAINST UNFAIR AND DECEPTIVE ADVERTISING: All automobile advertising by dealers, whether printed or broadcast, shall be in plain language,



clear and conspicuous and non-deceptive. By way of example and not of limitation, the following shall be considered deceptive:

- (1) direct statements or reasonable inferences that have the tendency to mislead consumers;
- (2) advertising whose overall impression has the tendency to mislead consumers;
- (3) disclaimers that contradict, confuse or unreasonably limit or significantly alter a principal message of an advertisement;
- (4) the failure to disclose any limitations, disclaimers, qualifications, conditions, exclusions or restrictions;
- (5) statements susceptible to both a misleading and a truthful interpretation;
- (6) statements for which the dealer does not have reasonable substantiation; and
- (7) a first contact with a consumer secured by deception, even though the true facts are subsequently made known to the consumer.

(c) COMPLAINTS NOT NECESSARY: An advertisement may be deceptive even though no consumer has complained about it.

(d) DISCLOSURES: All disclosures in advertising shall be clear and conspicuous and in close proximity to the term they modify.

(e) SELLING IN ACCORDANCE WITH THE TERMS: A dealer shall not refuse to sell motor vehicle in accordance with any terms or conditions which the dealer has advertised except that it shall not be considered a violation of this subsection where either:

- (1) the dealer can document that the advertised term was the result of an error or the part of the advertising medium or an outside advertising agent, or
- (2) the error was made in good faith by the dealer and was clearly and conspicuously a mistake (e.g., a vehicle advertised at “\$1,000” rather than “\$10,000”), and
- (3) the dealer corrected the error as soon as he or she knew or reasonably should have known of it.

(f) RESPONSIBILITY FOR ADVERTISING: The dealer is responsible for knowing the law as it applies to advertising and is ultimately responsible for his or her advertising product. This does not preclude a finding that parties other than the dealer are also liable for deceptive ad.

CF 118.03 Advertising Layout

The following, constitute unfair and deceptive acts or practices:

(a) FOOTNOTES AND ASTERISKS: Using footnotes or asterisks which, alone or in combination; contradict, confuse, significantly alter or unreasonably limit the principal message of the ad.

(b) PRINT SIZE: Using any type size so small that it is not easily readable if it alters principal message of the ad.



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(c) **COLOR CONTRASTS:** Using color contrasts which render the text difficult to read if it alters a principal message of the ad.

(d) **PHOTOS AND ILLUSTRATIONS:** Using inaccurate photographs or illustrations when describing specific automobiles.

(e) **ABBREVIATIONS AND TECHNICAL JARGON:** Using any unexplained abbreviations or technical jargon which is unfamiliar to the general public, with respect to any aspect of the advertisement on which consumers could reasonably be expected to rely, if it would significantly alter the ad.

CF 118.04 Specific Advertising Provisions

(a) **MOTOR VEHICLE DETAILS:** When the price or credit terms of a motor vehicle are advertised in any print media, the ad shall identify the vehicle as to year, make, and model.

(b) **“FACTORY” AND “EXECUTIVE” VEHICLES:** A motor vehicle shall not be advertised:

- (1) as a “factory” vehicle if it is not new.
- (2) as an “executive” vehicle unless it has been used exclusively by factory, manufacturer, or distributor personnel.
- (3) as “new” if the motor vehicle is a driver education vehicle, unless the vehicle is disclosed as such.

(c) **“FULLY EQUIPPED,” “LOADED,” ETC.:** A vehicle shall not be advertised in any print media as “fully equipped” or “loaded,” or similar terms unless the following minimum equipment is available in that make or model: air conditioning, power steering, power brakes, AM/FM radio, power windows, and cruise control.

(d) **PRICE:** An advertised selling price shall represent the actual total price of the vehicle, excluding only tax, registration, and title fees. For example, any freight or destination charges or dealer preparation fees shall be included in the advertised price. Dealer installed options or accessories which are required or routinely installed on every vehicle, or which are already installed on the advertised vehicle at the time the ad appears, shall also be included in the advertised price. Only options to be installed at the request of the customer shall be omitted from the advertised price.

(e) **SUPPLEMENTAL STICKER PRICES:** When a vehicle is offered for sale for which a Monroney sticker is required by the federal Automobile Information Disclosure Act, the dealer shall not charge more than the manufacturer’s suggested retail price as defined in section 118.05(k)(1) unless the dealer’s asking price or supplemental price is disclosed on a supplemental sticker adjacent to the window sticker.

(f) **SALES PRICE AVAILABLE TO ALL:** Advertised vehicles shall be sold at or below the advertised price regardless of whether the customer has actually seen the advertised price prior to the sale, unless the ad discloses that a customer must bring the ad to the dealer in order to receive the sale price, and the sale price is not given to anyone who does not do so.



(g) **AVAILABILITY:** During the course of an advertised sale, there shall be a sufficient supply of the advertised vehicles at the advertised price on the dealer's lot to meet reasonably expected public demand, or the ad shall disclose the number of vehicles available on the lot at the advertised price. If a vehicle is not in stock but is available only by order, the ad shall disclose this fact; in that case, the dealership must be able to deliver the car within a reasonable amount of time. "Reasonably expected public demand" shall be determined in relation to a period of time equal to the duration of the ad or five days, whichever is longer. This provision does not require, however, that the total supply necessary to meet reasonably expected public demand for an entire sale need be available on the dealer's lot for the full duration of the sale or on any particular day of the sale.

(h) **DURATION OF ADVERTISEMENT:** An advertised sale or offer shall last for five days after the ad is disseminated, unless otherwise noted, or unless the duration is shortened because the sale or offer was made in error as defined in section 118.02(e) and the dealer has corrected the error with a new ad within the five-day period. If the duration of the advertised sale or offer is for some other, limited amount of time, then this time limitation shall be disclosed in the ad.

CF 118.05 Savings Claims, Rebates, and Trade-Ins

The following advertising practices constitute unfair or deceptive acts or practices in commerce:

(a) **VOLUME DEALER:** Using statements about dealership size, sales or inventory to represent or imply that the dealer sells motor vehicles at a lower price, as a result of such size, volume or inventory, than do other dealers, unless that fact is true.

(b) **"FACTORY OUTLET":** Using terms such as "factory outlet," "factory authorized sale," or similar terms (which imply that the dealer has a special connection or relationship with the manufacturer that is greater or more direct than that of other dealers), when in fact no such special connection or relationship exists, or when any such special connection or relationship has no discernible effect on vehicle prices.

(c) **"LIQUIDATION SALE":** Advertising a "liquidation sale," "public notice," "public sale," or similar terms, where the sale is not required by court order, by operation of law, or by impending cessation of the dealer's business.

(d) **"FREE":** Using the word "free" or similar terms ("bonus," "no charge," etc.) in connection with the purchase of a vehicle whose price is arrived at through bargaining, or if the offer is contingent on purchasing something whose price is marked up to recover all or part of the cost of the "free" merchandise.

(e) **"DEALER COST," "DEALER INVOICE," ETC.:** Using terms which represent that a vehicle is available for sale at a price below cost, at cost, or slightly above cost, such as "dealer cost," "dealer invoice," "inventory price," "factory invoice," "wholesale," "factory billing," or similar terms when:



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- (1) the price in fact includes holdbacks or other payments or credits from the manufacturer to the dealer; or
- (2) dealer profit will be made up by a decreased trade-in allowance and/or increased finance charges.

(f) **UNSUBSTANTIATED PRICING:** Advertising “lowest prices,” “lower prices than anyone else,” “lowest prices of the year,” or similar terms, if such claims cannot be substantiated by the dealer.

(g) **“AS LOW AS,” “FROM,” “REBATES UP TO,” and STOCK NUMBER ADS:** Using the terms “as low as [a certain price or finance charge],” “from [a certain price],” “rebates up to [a certain dollar amount],” or similar terms, or stating a stock number, unless, during the course of the advertised sale, either:

- (1) there is on the dealer’s lot a sufficient supply of the advertised vehicles at the lowest advertised price or with the highest advertised rebate. (as the case may be) to meet reasonably expected public demand, or
- (2) the ad discloses: the number of vehicles: available on the dealer’s lot at the lowest advertised price or with the highest advertised rebate (as the case maybe). The number of vehicles may be disclosed by stating the stock number or numbers of the vehicles, using the words “stock number” or a recognizable abbreviation of those words. “Reasonably expected public demand” shall be determined in relation to a period of time equal to the duration of the ad or five days, whichever is longer. This provision does not require, however, that the total supply necessary to meet reasonably expected public demand for an entire sale need be available on the dealer’s lot for the full duration of the sale or on any particular day of the sale.

(h) **REBATE OFFERS:** Advertising a “rebate” or similar terms unless the rebate is provided through a manufacturer’s rebate program. If the selling price of the advertised vehicle will be increased to offset the rebate in part or in whole, the ad shall disclose this fact.

(i) **“MONEY-BACK GUARANTEES” OR “FREE TRIALS”:** Advertising “satisfaction guaranteed,” “money-back guarantee,” “risk free trial,” or similar terms unless the dealer will readily refund the full purchase price of the vehicle at the buyer’s request, and any conditions or limitations are disclosed.

(j) **TRADE-INS:**

- (1) Advertising a minimum or “guaranteed” trade-in, or similar terms, without also disclosing that the selling price of the advertised vehicle is or may be higher than it would have been but for the minimum trade-in, if that is the case.
- (2) Advertising that a specific price will be paid for trade-in vehicles unless either the advertised price will be paid for all such vehicles, or the ad discloses any conditions which such vehicles must meet before such price will be paid.
- (3) Using terms such as “up to \$x” to describe the range of prices that will be paid for trade-in vehicles unless the ad discloses the factors (such as age, condition or mileage) that will be used to determine the amount to be paid for a particular trade-in vehicle.



(k) **COMPARATIVE PRICING:** Violating Consumer Fraud Rule (CF) 110 (Deceptive Pricing), except that a dealer may advertise a comparison with a manufacturer's suggested retail price (MSRP), as long as:

- (1) the advertised MSRP is in fact the "bottom line" manufacturer's suggested retail price listed on the Monroney sticker (including all accessories and options physically attached to the vehicle at the time of delivery to the dealer and any charge to the dealer for transportation to the dealer), after all manufacturer discounts and manufacturer savings listed on the Monroney sticker have been deducted;
- (2) the advertised MSRP does not include any charges added by the dealer;
- (3) the advertised MSRP is referred to as the "manufacturer's suggested retail price" or "MSRP";
- (4) the advertisement clearly and conspicuously discloses that "the manufacturer's suggested retail price [or MSRP] is a price set by the manufacturer and does not necessarily reflect the price actually paid by consumers," using these or similar words; and
- (5) the advertisement does not otherwise conflict with or detract from these requirements and disclosures.

(l) **MANUFACTURER DISCOUNTS:** Advertising a discount offered by the manufacturer, including manufacturer rebates and other reductions in prices offered by the manufacturer, without disclosing that the manufacturer is the source of the discount.

CF 118.06 Credit Sales and Lease Advertising

(a) **FINANCING RATES:** If an advertised financing rate will affect the price of a vehicle, that fact shall be disclosed. Where financing is described in terms that do not trigger disclosures under the federal Truth-in-Lending Act (for example, "below market financing"), the ad shall nevertheless disclose all conditions and limitations on the advertised financing other than creditworthiness. For instance, a dealer shall not fail to disclose a required down payment or short term of loan.

(b) **"NO MONEY DOWN":** The statement "no money down" or similar terms means that the dealer will deliver the advertised vehicle, so described, to the purchaser without any initial payment or other initial obligation other than the negotiation of a lien contract for the advertised purchase price.

(c) **"EVERYBODY FINANCED":** A dealer shall not advertise "everybody financed," "no credit rejected," "we finance anyone," or similar terms implying that no prospective credit purchaser will be rejected because of his or her inability to qualify for credit or some other reason unless such statements are in fact true. If as a result of extending credit in these circumstances the dealer will increase the price of the vehicle, the ad shall disclose this fact.



**SUBJECT: CONSUMER FRAUD - DECEPTIVE PRICING
ATTORNEY GENERAL CONSUMER FRAUD DIVISION
ADOPTED PURSUANT TO 9 V.S.A. SECTION 2453(c)
RULE CF 110**

- CF 110.01 Prohibited Acts
- CF 110.02 Former Price Comparisons
- CF 110.03 Retail Price Comparisons
- CF 110.04 Comparable Value Comparisons
- CF 110.05 Miscellaneous Price Comparisons

CF 110.01 Prohibited Acts It shall constitute an unfair and deceptive trade act and practice in commerce under 9 V.S.A. Section 2453(a) for a seller or solicitor to solicit purchases of goods or services through the use of former price comparisons, retail price comparisons, comparable value comparisons, or other miscellaneous price comparisons which are false or deceptive.

CF 110.02 Former Price Comparisons

(a) A former price comparison shall be considered deceptive if the amount declared to be the former price is not the actual price at which the article was offered to the public for a reasonably substantial period of time in the recent regular course of the solicitor's business, unless an earlier time period is clearly specified;

- (1) A former price is not an actual price if it is set at a specific amount for the purpose of establishing a fictitious higher price on which a deceptive comparison might be based;
- (2) A former price is not an actual price unless:
 - (A) the item was offered for sale for a reasonably substantial period of time at that price and a substantial quantity of sales were made at that price; or
 - (B) the item was openly offered for sale to the public for a reasonably substantial period of time, displayed in a reasonable manner, consistent with the display of items of similar type, and priced at a level established in good faith;

(b) A former price comparison shall be considered deceptive if the seller or solicitor uses the words "sale", "reduced to", or words of similar import in a solicitation when the reduction from the actual former price is less than 10% of the actual former price, unless the solicitation clearly specifies the actual former price and the current sales price, or clearly specifies the percentage by which the actual former price is reduced.

CF 110.03 Retail Price Comparisons

(a) A retail price comparison shall be considered deceptive if the seller or solicitor declares or suggests that his sales price is a bargain price compared to other sellers in the trade area or a price which is substantially less than the prices being charged by other sellers in the trade area unless:



- (1) his price is at least 5% lower than the price at which substantial sales of the item are being made in the trade area; or
- (2) he sets forth at the time he makes his retail price comparison both his price for the item and the price or prices being charged by the seller or sellers with whom he is comparing prices;

(b) A retail price comparison shall be considered deceptive if the seller or solicitor declares or suggests that his price is less than list price, regular price, or manufacturer's suggested price unless:

- (1) A substantial number of sales of the item are being made in the trade area at the list price, regular price, or manufacturer's suggested price; or
- (2) If the seller is the only person in the trade area selling the particular item, the list price, regular price, or manufacturer's suggested price meets the qualifications of an "actual former price" as defined in CF 110.02; or
- (3) If the particular item has never been sold in the area, the list price is that figure at which the seller or solicitor expects to make a substantial number of sales. At the end of three months, the list price must meet the qualifications of CF 110.03 (b)(1) or CF 110.03 (b)(2).

CF 110.04 Comparable Value Comparisons

A comparable value comparison shall be considered deceptive if the seller or solicitor declares or suggests that his price is a bargain price compared to the price of another item of similar grade and quality unless:

(a) the other item is in fact of similar grade and quality; and

(b)

- (1) his price is at least 5% lower than the price at which substantial sales of the similar item are being made in the trade area; or
- (2) he sets forth at the time he makes the comparable value comparison both his price or prices and the price or prices being charged by other sellers in the trade area for the item of similar grade and quality.

CF 110.05 Miscellaneous Price Comparisons. A price comparison shall be deceptive if it contains statements which declare or suggest conditions which are not true.

Examples of such deceptive price comparisons include:

(a) Advertising a retail price as a wholesale price; and

(b) Representing prices to be factory prices when they are not selling at the prices paid by those purchasing directly from the factory.



**SUBJECT: CONSUMER FRAUD - CONTESTS AND PRIZES
ATTORNEY GENERAL - CONSUMER FRAUD DIVISION
ADOPTED PURSUANT TO 9 V.S.A. SECTION 2453(c)
RULE CF 109**

CF 109.01 Contests

CF 109.02 Prizes

CF 109.01 Contests.

It shall constitute an unfair and deceptive trade act and practice in commerce under 9 V.S.A. Section 2453(a) for any person to solicit any other person to engage in any kind of a game of skill, contest, sweepstakes, give-away or other promotion which:

- (a) is deceptive or misleading as to chances of winning, the number of winners, the value of the prizes, or the availability of the prize;
- (b) requires any kind of entry fee, service charge, purchase or similar consideration in order to enter or to continue to remain eligible; or,
- (c) uses publications, literature, written or verbal promotion that is false, deceptive or misleading.

CF 109.02 Prizes.

It shall constitute an unfair and deceptive trade act and practice in commerce under 9 V.S.A. Section 2453(a) for any person to represent that any other person is a "winner" or has been "selected" or is otherwise being included in a select group for receipt of a prize or an opportunity or that a person is entering a "contest", "sweepstakes", "drawing", or other competitive enterprise from which a winner or select group of winners will receive a prize or opportunity when, in fact, the enterprise is a promotional scheme designed to make contact with prospective customers and all or a substantial number of those "entering" receive the same "prize" or "opportunity".



2022

Vermont Vehicle & Automotive
Distributors Association

MEMBERSHIP DIRECTORY

FRANCHISE LAW

FRANCHISE LAW



Title 9: Commerce And Trade Chapter 108: Motor Vehicle Manufacturers, Distributors, And Dealers Franchising

§ 4083. Title of chapter

This chapter may be known and cited as the “Motor Vehicle Manufacturers, Distributors, and Dealers Franchising Practices Act.” (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 2009, No. 57, § 1, eff. June 1, 2009.)

§ 4084. Legislative findings

- (a) The Legislature finds and declares that the distribution and sale of vehicles within this State vitally affects the general economy of the State and the public interest and the public welfare, and that in order to promote the public interest and the public welfare, and in the exercise of its police power, it is necessary to regulate vehicle manufacturers, distributors, or wholesalers and factory or distributor representatives, and to regulate franchises issued by the aforementioned who are doing business in this State in order to prevent frauds, impositions, and other abuses upon its citizens and to protect and preserve the investments and properties of the citizens of this State.
- (b) The Legislature further finds that there continues to exist an inequality of bargaining power between motor vehicle franchisors and motor vehicle franchisees. This inequality of bargaining power enables motor vehicle franchisors to compel motor vehicle franchisees to execute franchises and related agreements that contain terms and conditions that would not routinely be agreed to by the motor vehicle franchisees if this inequality did not exist. Furthermore, as the result of the inequality of bargaining power, motor vehicle franchisees have not had the opportunity to have disputes with their motor vehicle franchisors arising out of the franchisor-franchisee relationship heard in an appropriate venue, convenient to both parties, by tribunals established by statute for the resolution of these disputes. It therefore is in the public interest to enact legislation to prevent unfair or arbitrary treatment of motor vehicle franchisees by motor vehicle franchisors. It is the Legislature’s intent to have this chapter liberally construed in order to achieve its purpose. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 2009, No. 57, § 1, eff. June 1, 2009.)

§ 4085. Definitions

The following words, terms, and phrases when used in this chapter shall have the meanings respectively ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) “Board” means the Transportation Board as established in 19 V.S.A. § 3.
- (2) “Coerce” means the failure to act in a fair and equitable manner in performing or complying with any terms or provisions of a franchise or agreement; provided, however, that recommendation, persuasion, urging, or argument shall not be synonymous with coerce or lack of good faith.



- (3) “Dealership facilities” means the real estate, buildings, fixtures, and improvements that have been devoted to the conduct of business under the franchise by the new motor vehicle dealer.
- (4) “Designated family member” means the spouse, child, grandchild, parent, brother, or sister of the owner of a new motor vehicle dealer who, in the case of the owner’s death, is entitled to inherit the ownership interest in the new motor vehicle dealer under the terms of the owner’s will, or who has been nominated in any other written instrument, or who, in the case of an incapacitated owner of a new motor vehicle dealer, has been appointed by a court as the legal representative of the new motor vehicle dealer’s property.
- (5) “Established place of business” means a permanent, commercial building located within this State easily accessible and open to the public at all reasonable times and at which the business of a new motor vehicle dealer, including the display and repair of vehicles, may be lawfully carried on in accordance with the terms of all applicable building codes, zoning, and other land-use regulatory ordinances.
- (6) “Franchise” means all agreements and contracts between any new motor vehicle manufacturer, written or otherwise, and any new motor vehicle dealer that relate to the operation of the franchise and purport to fix the legal rights and liabilities of the parties to such agreements or contracts, including agreements pursuant to which the dealer purchases and resells the franchise product, performs warranty and other service on the manufacturer’s products, leases or rents the dealership premises or agreements concerning the dealership premises, or construction or renovation of the dealership premises.
 - (A) “Franchisee” means a new motor vehicle dealer who enters into or is currently a party to a franchise with a franchisor.
 - (B) “Franchisor” means any manufacturer, distributor, distributor branch or factory branch, importer, or other person, partnership, corporation, association, or entity, whether resident or nonresident, that enters into or is currently a party to a franchise with a new motor vehicle dealer.
- (7) “Fraud” means, in addition to its common law connotation, the misrepresentation, in any manner, of a material fact; a promise or representation not made honestly and in good faith; and the intentional failure to disclose a material fact.
- (8) “Good faith” means honesty in fact and the observation of reasonable commercial standards of fair dealing in the trade as defined and interpreted in 9A V.S.A. § 1-201(b)(20) of the Uniform Commercial Code.
- (9) “Line-make” means motor vehicles that are offered for sale, lease, or distribution under a common name, trademark, service mark, or brand name of the franchisor or manufacturer of the motor vehicle.
- (10) (A) “Manufacturer” means any person, resident or nonresident, who manufactures or assembles new motor vehicles, or imports for distribution through distributors of motor vehicles, or any partnership, firm, association, joint venture, corporation, or trust, resident or nonresident, that is controlled by the manufacturer.



(B) Additionally, the term manufacturer shall include the following terms:

- (i) “Distributor” means any person, resident or nonresident, who in whole or in part offers for sale, sells, or distributes any new motor vehicle to new motor vehicle dealers or who maintains factory representatives or who controls any person, firm, association, corporation, or trust, resident or nonresident, who in whole or in part offers for sale, sells, or distributes any new motor vehicle to new motor vehicle dealers.
 - (ii) “Factory branch” means a branch office maintained by a manufacturer for the purpose of selling, or offering for sale, vehicles to a distributor or new motor vehicle dealer, or for directing or supervising in whole or in part factory or distributor representatives.
- (11) “Motor vehicle” means every vehicle intended primarily for use and operation on the public highways that is self-propelled, not including farm tractors and other machines and tools used in the production, harvesting, and care of farm products.
- (12) “New motor vehicle” means a vehicle that has been sold to a new motor vehicle dealer and that has not been used for other than demonstration purposes and on which the original title has not been issued from the new motor vehicle dealer.
- (13) “New motor vehicle dealer” means any person who holds, or held at the time a cause of action under this chapter accrued, a valid sales and service agreement, franchise, or contract granted by the manufacturer or distributor for the retail sale of the manufacturer’s or distributor’s new motor vehicles, is not affiliated by ownership or control with a franchisor, and is engaged in the business of any of the following with respect to new motor vehicles or the parts and accessories for those new motor vehicles:
- (A) selling or leasing;
 - (B) offering to sell or lease;
 - (C) soliciting or advertising the sale or lease; or
 - (D) offering through a subscription or like agreement.
- (14) “Owner” means any person holding an ownership interest in the business entity operating as a new motor vehicle dealer or under a franchise as defined in this chapter either as a corporation, partnership, sole proprietorship, or other legal entity. To the extent that the rights of any owner under this chapter conflict with the rights of any other owner, such rights shall accrue in priority order based on the percentage of ownership interest held by each owner, with the owner having the greatest ownership interest having first priority and succeeding priority accruing to other owners in the descending order of percentage of ownership interest.
- (15) “Person” means every natural person, partnership, corporation, association, trust, estate, or any other legal entity.
- (16) “Relevant market area” means the area within a radius of 25 miles around an existing dealer or the area of responsibility defined in the franchise, whichever is greater; except that, where a manufacturer is seeking to establish an additional new motor



vehicle dealer and there are one or more existing new motor vehicle dealers of the same line-make within a 10-mile radius of the proposed dealer site, the “relevant market area” shall in all instances be the area within a radius of 10 miles around an existing dealer.

- (17) “Motor home” means a motor vehicle that is primarily designed to provide temporary living quarters, built into as an integral part of, or permanently attached to, a self-propelled motor vehicle chassis or van. The vehicle must contain at least four of the following facilities: cooking; refrigeration or ice box; self-contained toilet; heating or air conditioning, or both; a potable water supply system, including a sink and faucet; separate 110-125 volt electrical power supply or an LP gas supply, or both.
- (18) “Non-franchised zero-emission vehicle manufacturer” means a manufacturer that:
- (A) only manufacturers zero-emission vehicles, including plug-in electric vehicles as defined in 23 V.S.A. § 4(85);
 - (B) only sells or leases directly to consumers new or used zero-emission vehicles that it manufactures or vehicles that have been traded in in conjunction with a new zero-emission vehicle sale;
 - (C) does not currently sell or lease, and has never sold or leased, motor vehicles in Vermont through a franchisee;
 - (D) has not sold or transferred a combined direct or indirect ownership interest of greater than 30 percent in such non-franchised zero-emission vehicle manufacturer to a franchisor, subsidiary, or other entity controlled by a franchisor or has not acquired a combined direct or indirect ownership interest of greater than 30 percent in a franchisor, subsidiary, or other entity controlled by a franchisor; and
 - (E) is a dealer registered pursuant to 23 V.S.A. chapter 7, subchapter 4. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 2009, No. 57, § 1, eff. June 1, 2009; 2021, No. 63, §§ 1, 2, eff. June 7, 2021.)

§ 4086. Warranty and predelivery obligations to new motor vehicle dealers

- (a) Each new motor vehicle manufacturer shall specify in writing to each of its new motor vehicle dealers licensed in this State the dealer’s obligations for predelivery preparation and warranty service on its products, shall compensate the new motor vehicle dealer for such service required of the dealer by the manufacturer, and shall provide the dealer the schedule of compensation to be paid the dealer for parts, work, and service in connection therewith, and the time allowance for the performance of the work and service.
- (b) A schedule of compensation shall not fail to include reasonable compensation for diagnostic work as well as for repair service and labor. Time allowances for the diagnosis and performance of predelivery and warranty service shall be reasonable and adequate for the work to be performed. The hourly rate paid to a new motor



vehicle dealer shall not be less than the rate charged by the dealer to customers for nonwarranty service and repairs. Each manufacturer shall compensate each of its dealers for parts used to fulfill warranty, predelivery, and recall obligations of repair and servicing at amounts not less than the retail amounts customarily charged by the dealer to its retail customers for like parts for nonwarranty work. The amounts established by a dealer to its retail customers for labor and like parts for nonwarranty work are deemed to be fair and reasonable compensation; provided, however, a manufacturer may rebut such a presumption by showing that such amount so established is unfair and unreasonable in light of the practices of at least four other franchised motor vehicle dealers in the vicinity offering the same line-make or a similar competitive line-make. A manufacturer may not otherwise recover all or any portion of its costs for compensating its motor vehicle dealers licensed in this State for warranty parts and service either by reduction in the amount due to the dealer or by separate charge, surcharge, or other imposition.

- (c) For purposes of this section, the “retail amounts customarily charged” by the franchisee for parts may be established by submitting to the manufacturer 100 sequential nonwarranty customer-paid service repair orders or 60 days of nonwarranty customer-paid service repair orders, whichever is less in terms of total cost, covering repairs made no more than 180 days before the submission and declaring the average percentage markup. The average percentage markup so declared is the retail amount, which goes into effect 30 days following the declaration, subject to audit of the submitted repair orders by the manufacturer and adjustment of the average percentage markup based on that audit. Only retail sales not involving warranty repairs, not involving state inspection, not involving routine maintenance such as changing the oil and oil filter, and not involving accessories may be considered in calculating the average percentage markup. A manufacturer may not require a new motor vehicle dealer to establish the average percentage markup by an unduly burdensome or time-consuming method or by requiring information that is unduly burdensome or time-consuming to provide, including part-by-part or transaction-by-transaction calculations. A new motor vehicle dealer may not change the average percentage markup more than two times in one calendar year. Further, the manufacturer shall reimburse the new motor vehicle dealer for any labor performed at the retail rate customarily charged by that franchisee for the same labor when not performed in satisfaction of a warranty, provided the franchisee’s rate for labor not performed in satisfaction of a warranty is routinely posted in a place conspicuous to its service customer.
- (d) It is a violation of this section for any new motor vehicle manufacturer to fail to perform any warranty obligations or to fail to include in written notices of factory recalls to new motor vehicle owners and dealers the expected date by which necessary parts and equipment will be available to dealers for the correction of such defects, or to fail to compensate any of the new motor vehicle dealers in this State for repairs effected by a recall.
- (e) All claims made by new motor vehicle dealers pursuant to this section for labor and parts shall be paid within 45 days following their approval; provided, however, that the manufacturer retains the right to audit the claims and to charge back the dealer for fraudulent claims for a period of two years following payment. All claims shall



be either approved or disapproved within 45 days after their receipt on forms and in the manner specified by the manufacturer, and any claim not specifically disapproved in writing within 45 days after the receipt shall be construed to be approved and payment must follow within 45 days. No claim that has been approved and paid may be charged back to the dealer unless it can be shown that the claim was false or fraudulent, that the repairs were not made properly or were unnecessary to correct the defective condition, or that the dealer failed to reasonably substantiate the claim either in accordance with the manufacturer's reasonable written procedures or by other reasonable means.

- (f) A manufacturer shall retain the right to audit warranty claims for a period of one year after the date on which the claim is paid.
- (g) A manufacturer shall retain the right to audit all incentive and reimbursement programs and charge back any amounts paid on claims that are false or unsubstantiated for a period of 18 months from the date on which the claim is paid or one year from the end of a program that gave rise to the payment, whichever is later.
- (h) Any chargeback resulting from any audit shall not be made until a final order is issued by the Transportation Board if a protest to the proposed chargeback is filed within 30 days of the notification of the final amount claimed by the manufacturer, to be due after exhausting any procedure established by the manufacturer to contest the chargeback, other than arbitration. The manufacturer has the burden of proof in any proceeding filed at the Board under this section.
- (i) It is unlawful for a franchisor, manufacturer, factory branch, distributor branch, or subsidiary to own, operate, or control, either directly or indirectly, a motor vehicle warranty or service facility located in the State except:
 - (1) on an emergency or interim basis;
 - (2) if no qualified applicant has applied for appointment as a dealer in a market previously served by a new motor vehicle dealer of that manufacturer's line-make; or
 - (3) if the manufacturer is a non-franchised zero-emission vehicle manufacturer that directly owns, operates, and controls the warranty or service facility. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 1989, No. 217 (Adj. Sess.); 2009, No. 57, § 1, eff. June 1, 2009; 2021, No. 63, § 3, eff. June 7, 2021.)

§ 4087. Transportation damages

- (a) Notwithstanding the terms, provisions, or conditions of any agreement or franchise, the manufacturer is liable for all damages to motor vehicles before delivery to a carrier or transporter.
- (b) If a new motor vehicle dealer determines the method of transportation, the risk of loss passes to the dealer upon delivery of the vehicle to the carrier.



- (c) In every other instance, the risk of loss remains with the manufacturer until such time as the new motor vehicle dealer or his or her designee accepts the vehicle from the carrier.
- (d) (1) On any new motor vehicle, a manufacturer or distributor shall disclose in writing to a dealer and a dealer shall disclose in writing to the ultimate purchaser any uncorrected damage or any corrected damage to the vehicle, as measured by retail repair costs, if the corrected damage exceeds the following percentage of the manufacturer's suggested retail price, as defined in 15 U.S.C. §§ 1231-1233:
 - (A) five percent up to the first \$10,000.00; and
 - (B) two percent on any amount over \$10,000.00.
- (2) Damage to glass, tires, wheels, and bumpers shall be excluded from the calculation required in this subsection when replaced by identical manufacturer's original equipment. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 1989, No. 31; 1989, No. 147 (Adj. Sess.), § 1, eff. April 23, 1990; 2009, No. 57, § 1, eff. June 1, 2009.)

§ 4088. Product liability indemnification

Notwithstanding the terms of any franchise agreement, it shall be a violation of this law for any new motor vehicle manufacturer to fail to indemnify and hold harmless its franchised dealers against any judgment or settlement for damages, after reasonable notice of the proposed settlement to the manufacturer, including court costs and reasonable attorney's fees of the new motor vehicle dealer, arising out of complaints, claims, or lawsuits including strict liability, negligence, misrepresentation, warranty (express or implied), or rescission of the sale as is defined in 9A V.S.A. § 2- 608 of the Uniform Commercial Code, to the extent that the judgment or settlement relates to the alleged defective or negligent manufacture, assembly, or design of new motor vehicles, parts, or accessories or other functions by the manufacturer, beyond the control of the dealer. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982.)

§ 4089. Termination; cancellation or nonrenewal

- (a) Notwithstanding the terms, provisions, or conditions of any franchise or notwithstanding the terms or provisions of any waiver, no manufacturer shall cancel, terminate, or fail to renew any franchise with a licensed new motor vehicle dealer unless:
 - (1) the manufacturer:
 - (A) has satisfied the notice requirement of section 4090 of this title;
 - (B) has good cause for cancellation, termination, or nonrenewal; and
 - (C) has acted in good faith as defined in this chapter; and
 - (2) (A) the Transportation Board finds after a hearing that the manufacturer has acted in good faith and there is good cause for cancellation, termination, failure to renew, or refusal to continue any franchise relationship, consistent with the following:
 - (i) the new motor vehicle dealer may file a protest with the Board within 45 days after receiving the 90-day notice;



- (ii) a copy of the protest shall be served by the new motor vehicle dealer on the manufacturer;
 - (iii) when a protest is filed to challenge the cancellation, termination, or nonrenewal of a franchise agreement under this section, such franchise agreement shall remain in full force and effect, and such franchisee shall retain all rights and remedies pursuant to the terms and conditions of such franchise agreement, including the right to sell or transfer such franchisee's ownership interest until a final determination by the Board and any appeal;
- (B) the manufacturer, distributor, or branch or division thereof has received the written consent of the new motor vehicle dealer; or
- (C) the appropriate period for filing a protest has expired.
- (b) For purposes of this chapter, good cause for terminating, canceling, or failing to renew a franchise shall be limited to failure by the franchisee to substantially comply with those requirements imposed upon the franchisee by the franchise as set forth in subdivision (c)(1) of this section.
- (c) Notwithstanding the terms, provisions, or conditions of any agreement or franchise or the terms or provisions of any waiver, good cause shall exist for the purposes of a termination, cancellation, or nonrenewal when:
- (1) there is a failure by the new motor vehicle dealer to comply with a provision of the franchise which provision is both reasonable and of material significance to the franchise relationship, provided that compliance on the part of the new motor vehicle dealer is reasonably possible; or if the failure by the new motor vehicle dealer to comply with a provision of the franchise is pursuant to a notice issued under subdivision 4090(a)(2)(A) of this title; and the manufacturer, distributor, or branch or division thereof first acquired actual or constructive knowledge of such failure not more than 180 days prior to the date on which notification is given pursuant to section 4090 of this title;
 - (2) if the failure by the new motor vehicle dealer, defined in subdivision (1) of this subsection, relates to the performance of the new motor vehicle dealer in sales or service, then good cause shall be defined as the failure of the new motor vehicle dealer to comply with reasonable performance criteria established by the manufacturer if the new motor vehicle dealer was apprised by the manufacturer in writing of such failure; and
- (A) the notification stated that notice was provided for failure of performance pursuant to this section;
- (B) the new motor vehicle dealer was afforded a reasonable opportunity, for a period of not less than six months, to comply with such criteria;
- (C) the new motor vehicle dealer did not demonstrate substantial progress towards compliance with the manufacturer's performance criteria during such period and the new motor vehicle dealer's failure was not primarily due to economic or market factors within the dealer's relevant market area beyond the dealer's control; and



- (D) the performance criteria established by the manufacturer are fair, reasonable, and equitable as applied to all same line-make franchisees of the manufacturer in the State.
- (d) The manufacturer shall have the burden of proof under this section for showing that it has acted in good faith, that all notice requirements have been satisfied, and that there was good cause for the franchise termination, cancellation, nonrenewal, or noncontinuance.
- (e) Notwithstanding the terms, provisions, or conditions of any agreement or franchise, or the terms or provisions of any waiver, the following do not constitute good cause for the termination, cancellation, nonrenewal, or noncontinuance of a franchise:
 - (1) The change of ownership of the new motor vehicle dealer's dealership, excluding any change in ownership that would have the effect of the sale of the franchise without the reasonable consent of the manufacturer, distributor, or branch or division thereof.
 - (2) The fact that the new motor vehicle dealer refused to purchase or accept delivery of any new motor vehicle parts, accessories, or any other commodity or services not ordered by the new motor vehicle dealer.
 - (3) The fact that the new motor vehicle dealer owns, has an investment in, participates in the management of, or holds a license for the sale of another line-make of new motor vehicle, or that the new motor vehicle dealer has established another line-make of new motor vehicle in the same dealership facilities as those of the manufacturer, distributor, or branch or division thereof, provided that the new motor vehicle dealer maintains a reasonable line of credit for each line-make of new motor vehicle and that the new motor vehicle dealer remains in substantial compliance with any reasonable facilities requirements of the manufacturer, distributor, or branch or division thereof.
 - (4) The fact that the new motor vehicle dealer sells or transfers ownership of the dealership or sells or transfers capital stock in the dealership to the new motor vehicle dealer's spouse, son, or daughter. The manufacturer, distributor, or branch or division thereof shall give effect to such change in ownership unless the transfer of the new motor vehicle dealer's license is denied or the new owner is unable to license, as the case may be. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 2009, No. 57, § 1, eff. June 1, 2009; 2021, No. 20, § 36.)

§ 4090. Notification of termination; cancellation and nonrenewal

- (a) Notwithstanding the terms, provisions, or conditions of any franchise prior to the termination, cancellation, or nonrenewal of any franchise, the manufacturer shall furnish notification of such termination, cancellation, or nonrenewal to the new motor vehicle dealer as follows:
 - (1) in the manner described in subsection (b) of this section; and
 - (2) not less than 90 days prior to the effective date of such termination, cancellation, or nonrenewal, except as follows:



- (A) not less than 15 days prior to the effective date of such termination, cancellation, or nonrenewal that occurs as a result of:
 - (i) insolvency of the new motor vehicle dealer, or filing of any petition by or against the new motor vehicle dealer under any bankruptcy or receivership law;
 - (ii) failure of the new motor vehicle dealer to conduct its customary sales and service operations during its customary business hours for seven consecutive business days, except for acts of God or circumstances beyond the direct control of the new motor vehicle dealer;
 - (iii) conviction of the new motor vehicle dealer, or any owner or operator thereof, of any crime that is punishable by imprisonment; or
 - (iv) revocation of any license that the new motor vehicle dealer is required to have to operate a dealership;

- (B) not less than 180 days prior to the effective date of such termination, cancellation, or nonrenewal that occurs as a result of:
 - (i) any change in ownership, operation, or control of all or any part of the business of the manufacturer, whether by sale or transfer of assets, corporate stock, or other equity interest, assignment, merger, consolidation, combination, joint venture, redemption, operation of law, or otherwise;
 - (ii) the termination, suspension, or cessation of a part or all of the business operations of the manufacturer; or
 - (iii) discontinuance of the sale of the product line or a change in distribution system by the manufacturer, whether through a change in distributors or through the manufacturer's decision to cease conducting business through a distributor altogether;

- (3) not less than 15 days prior to the effective date of such termination, cancellation, or nonrenewal that occurs as a result of:
 - (A) insolvency of the new motor vehicle dealer, or filing of any petition by or against the new motor vehicle dealer under any bankruptcy or receivership law;
 - (B) failure of the new motor vehicle dealer to conduct its customary sales and service operations during its customary business hours for seven consecutive business days, except for acts of God or circumstances beyond the direct control of the new motor vehicle dealer;
 - (C) conviction of the new motor vehicle dealer, or any owner or operator thereof, of any crime that is punishable by imprisonment; or
 - (D) revocation of any license that the new motor vehicle dealer is required to have to operate a dealership;



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- (4) not less than 180 days prior to the effective date of such termination, cancellation, or nonrenewal that occurs as a result of:
 - (A) any change in ownership, operation, or control of all or any part of the business of the manufacturer, whether by sale or transfer of assets, corporate stock, or other equity interest, assignment, merger, consolidation, combination, joint venture, redemption, operation of law, or otherwise;
 - (B) the termination, suspension, or cessation of a part or all of the business operations of the manufacturer; or
 - (C) discontinuance of the sale of the product line or a change in distribution system by the manufacturer, whether through a change in distributors or through the manufacturer's decision to cease conducting business through a distributor altogether.
- (b) Notification under this section shall be in writing; shall be by certified mail or personally delivered to the new motor vehicle dealer; and shall contain:
 - (1) a statement of intention to terminate, cancel, or not to renew the franchise;
 - (2) a statement of the reasons for the termination, cancellation, or nonrenewal; and
 - (3) the date on which the termination, cancellation, or nonrenewal takes effect. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 2009, No. 57, § 1, eff. June 1, 2009; 2021, No. 20, § 37.)

§ 4091. Payments

- (a) Within 90 days of the termination, nonrenewal, or cancellation of any franchise by the manufacturer, pursuant to section 4089 or subdivision 4090(a)(2)(B) of this title or to the termination, nonrenewal, or cancellation of a franchise by the franchisee, the new motor vehicle dealer shall be paid by the manufacturer for the:
 - (1) dealer cost plus any charges by the manufacturer thereof for distribution, delivery, and taxes paid by the dealer, less all allowances paid to the dealer by the manufacturer for all new and undamaged motor vehicle inventory purchased from the manufacturer or distributor or from another new motor vehicle dealer of the same line-make in the ordinary course of business if the vehicles have 500 miles or less on the odometer, or in the case of a motor home if the vehicle's odometer has no more than 1,000 miles above the original factory to dealership delivery mileage, and:
 - (A) were purchased within the previous 12 months; or
 - (B) are of the current model year or one-year-prior model year. A motor vehicle shall be "undamaged" under this subsection (a) if any corrected damage to the vehicle does not exceed the amounts set forth in subsection 4087(d) of this title;
 - (2) dealer cost of each new, unused, undamaged, and unsold part or accessory if such part or accessory is in the current parts catalogue and is still in the original, resaleable mer-



chandising package and acquired from the manufacturer or distributor or from another new motor vehicle dealer of the same line-make in the ordinary course of business;

- (3) fair market value of all special tools owned by the dealer that were recommended in writing and designated as special tools and equipment by the manufacturer, distributor, or branch or division thereof and purchased from or at the request of the manufacturer or distributor, if the tools and equipment are in usable and good condition, normal wear and tear excepted;
 - (4) fair market value of each undamaged sign owned by the dealer that bears a trademark, trade name, or commercial symbol used or claimed by the manufacturer if the sign was purchased from or at the request of the manufacturer, distributor, or branch or division thereof;
 - (5) cost of transporting, handling, packing, and loading of motor vehicles, parts, signs, and special tools, subject to repurchase by the manufacturer.
- (b) In addition to the other payments set forth in this section, if a termination, cancellation, or nonrenewal is premised upon any of the occurrences set forth in subdivision 4090(a)
- (2) (B) of this title, then the manufacturer shall be liable to the dealer for an amount equivalent to the fair market value of the motor vehicle franchise on the day before the date the franchisor announces the action that results in termination, cancellation, or nonrenewal.
- (c) Payment is contingent on the new motor vehicle dealer having clear title to the inventory and other items and having the ability to convey the title to the manufacturer, excepting any liens or encumbrances on the inventory and other items that will be released when the manufacturer pays the new motor vehicle dealer and lien holder for the inventory and other items.
- (d) The manufacturer may avoid paying fair market value of the motor vehicle franchise to the dealer under subsection (b) of this section if the franchisor, or another motor vehicle franchisor pursuant to an agreement with the franchisor, offers the franchisee a replacement motor vehicle franchise substantially similar to the existing motor vehicle franchise that takes effect no later than the date of the termination, cancellation, or nonrenewal of the franchisee's existing motor vehicle franchise.
- (e) This section shall not apply to a nonrenewal or termination that is implemented as a result of the sale of the assets or stock of the motor vehicle dealer, unless the franchisor and franchisee otherwise agree in writing. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 2009, No. 57, § 1, eff. June 1, 2009; 2021, No. 20, § 38.)

§ 4092. Dealership facilities assistance upon termination, cancellation, or nonrenewal

- (a) In the event of a termination, cancellation, or nonrenewal under this chapter; and
- (1) the new motor vehicle dealer is leasing the dealership facilities from a lessor other



than the manufacturer, the manufacturer shall pay the new motor vehicle dealer a sum equivalent to the rent for the unexpired term of the lease or one year's rent, whichever is less;

- (2) if the new motor vehicle dealer owns the dealership facilities, the manufacturer shall pay the new motor vehicle dealer a sum equivalent to the reasonable rental value of the dealership facilities for one year.
- (b) If the termination, cancellation, or nonrenewal is pursuant to subdivision 4090(a)(2)
- (B) of this title, then, with respect to such facilities as were required as a condition of the franchise and used to conduct sales and service operations related to the franchise product, the manufacturer or distributor shall, in addition to the relief described in subsection
- (a) of this section:
 - (1) assume the obligations for any lease of the dealership facilities for the unexpired term of the lease or three years' rent, whichever is less;
 - (2) arrange for a new lease of any dealership facilities; or
 - (3) negotiate a lease termination for the dealership facilities at the manufacturer's expense.
- (c) If, in an action for damages under this section, the manufacturer or distributor fails to prove either that the manufacturer or distributor has acted in good faith or that there was good cause for the franchise termination, cancellation, or nonrenewal, then the court, agency, or commission shall order, in addition to any other damages under this section, that the manufacturer or distributor pay the new motor vehicle dealer an amount equal to the value of the dealership as an ongoing business location. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 2009, No. 57, § 1, eff. June 1, 2009; 2021, No. 20, § 39.)

§ 4093. Right of designated family member to succeed in ownership

- (a) Any owner of a new motor vehicle dealer may appoint by will, or any other written instrument, a designated family member to succeed in the ownership interest of the new motor vehicle dealer.
- (b) Unless there exists good cause for refusal to honor succession on the part of the manufacturer or distributor, any designated family member of a deceased or incapacitated owner of a new motor vehicle dealer may succeed to the ownership of the new motor vehicle dealer under the existing franchise, provided that:
 - (1) the designated family member gives the manufacturer or distributor written notice of his or her intention to succeed to the ownership of the new motor vehicle dealer within 120 days of the owner's death or incapacity; and
 - (2) the designated family member agrees to be bound by all the terms and conditions of the franchise.



- (c) The manufacturer or distributor may request, and the designated family member shall provide promptly upon said request, personal and financial data that are reasonably necessary to determine whether the succession should be honored. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 2009, No. 57, § 1, eff. June 1, 2009.)

§ 4094. Refusal to honor succession to ownership; notice required

- (a) If a manufacturer or distributor believes that good cause exists for refusing to honor the succession to the ownership of a new motor vehicle dealer by a family member of a deceased or incapacitated owner of a new motor vehicle dealer under the existing franchise agreement, the manufacturer or distributor may, not more than 60 days following receipt of notice of the designated family member's intent to succeed to the ownership of the new motor vehicle dealer, or any personal or financial data that it has requested, serve upon the designated family member notice of its refusal to honor the succession and of its intent to discontinue the existing franchise with the dealer no sooner than 90 days from the date the notice is served.
- (b) The notice must state the specific grounds for the refusal to honor the succession and of its intent to discontinue the existing franchise with the new motor vehicle dealer no sooner than 90 days from the date the notice is served.
- (c) If notice of refusal and discontinuance is not timely served upon the family member, the franchise shall continue in effect subject to termination only as otherwise permitted by this chapter.
- (d) In the event of a conflict between the written instrument filed by the motor vehicle dealer with the manufacturer designating a certain person as his or her successor and the provisions of this section, the written instrument filed with the manufacturer shall govern. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 2009, No. 57, § 1, eff. June 1, 2009.)

§ 4095. Burden of proof

In determining whether good cause for the refusal to honor the succession exists, the manufacturer, distributor, factory branch, or importer has the burden of proving that the successor is a person who is not of good moral character or does not meet the franchisor's existing and reasonable standards and, considering the volume of sales and service of the new motor vehicle dealer, uniformly applied minimum business experience standards in the market area. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982.)

§ 4096. Unlawful acts by manufacturers or distributors

It shall be a violation of this chapter for any manufacturer, as defined under this chapter, to require, attempt to require, coerce, or attempt to coerce any new motor vehicle dealer in this State:

- (1) To order or accept delivery of any new motor vehicle, part or accessory thereof, equipment, or any other commodity not required by law or a recall campaign that



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shall not have been voluntarily ordered by the new motor vehicle dealer, except that this subdivision is not intended to modify or supersede any terms or provisions of the franchise requiring new motor vehicle dealers to market a representative line of those motor vehicles that the manufacturer or distributor is publicly advertising.

- (2) To order or accept delivery of any new motor vehicle with special features, accessories, or equipment not included in the list price of such motor vehicles as publicly advertised by the manufacturer or distributor.
- (3) To participate monetarily in an advertising campaign or contest, or to purchase any promotional materials, training materials, showroom, or other display decorations or materials at the expense of the new motor vehicle dealer, or to require any dealer without his or her prior written agreement to participate in any manufacturer's rebate program or to require a dealer to contribute to a manufacturer's warranty rebate program, either by discount or otherwise without prior notification and prior written consent of the dealer.
- (4) To enter into any agreement with the manufacturer or to do any other act prejudicial to the new motor vehicle dealer by threatening to terminate or cancel a franchise or any contractual agreement existing between the dealer and the manufacturer; except that this subdivision is not intended to preclude the manufacturer or distributor from insisting on compliance with the reasonable terms or provisions of the franchise or other contractual agreement, and notice in good faith to any new motor vehicle dealer of the new motor vehicle dealer's violation of such terms or provisions shall not constitute a violation of the chapter.
- (5) To change the capital structure of the new motor vehicle dealer or the means by or through which the new motor vehicle dealer finances the operation of the dealership, provided that the new motor vehicle dealer at all times meets any reasonable capital standards determined by the manufacturer in accordance with uniformly applied criteria; and also provided that no change in the capital structure shall cause a change in the principal management or have the effect of a sale of the franchise without the consent of the manufacturer or distributor; said consent shall not be unreasonably withheld.
- (6) To refrain from participation in the management of, investment in, or the acquisition of any other line-make of new motor vehicle or related products; provided, however, that this subdivision does not apply unless the new motor vehicle dealer maintains a reasonable line of credit for each make or line-make of new motor vehicle, the new motor vehicle dealer remains in compliance with any reasonable facilities requirements of the manufacturer, and no change is made in the principal management of the new motor vehicle dealer. For purposes of this chapter, "reasonable facilities requirements" shall not include a requirement that a new motor vehicle dealer establish or maintain exclusive facilities, personnel, or display space.
- (A) The new motor vehicle dealer shall provide written notice to the manufacturer and the Board no less than 90 days prior to the dealer's intent to participate in the management of, investment in, or acquisition of another line-make of new motor vehicles or related products.



- (B) Within 45 days of receipt of the notice from the dealer, the manufacturer may file with the Board a protest alleging specific facts to support its claim that the new motor vehicle dealer cannot maintain a reasonable line of credit for each make or line-make of new motor vehicle, the new motor vehicle dealer cannot remain in compliance with any reasonable facilities requirements of the manufacturer, or that a change is being made in the principal management of the new motor vehicle dealer. The manufacturer shall also serve the protest on the new motor vehicle dealer within the 45-day period. If the manufacturer does not file a protest with the Board within 45 days, then the dealer may participate in the management of, investment in, or acquisition of another line-make of new motor vehicles or related products as set forth in its written notice of intent.
- (C) Within 45 days of the receipt of a protest from a manufacturer, the Board shall meet, hear, and take evidence limited to the claims set forth in the manufacturer's protest and make a determination on each of the manufacturer's claims. The burden of proof shall be on the manufacturer. The decision of the Board shall be final and no appeal may be taken.
- (7) To assent to a release, assignment, novation, waiver, or estoppel that would relieve any person from liability to be imposed by this law or to require any controversy between a new motor vehicle dealer and a manufacturer, distributor, or representative to be referred to any person other than the duly constituted courts of the State or the United States of America, if such referral would be binding upon the new motor vehicle dealer.
- (8) To change the location of the dealership or to make any substantial alterations to the dealership premises or facilities when to do so would be unreasonable.
- (9) To change the location of the dealership or to make any substantial alterations to the dealership premises or facilities in the absence of written assurance from the manufacturer or distributor of a sufficient supply of new motor vehicles to justify the change in location or the alterations. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 1989, No. 84, § 1; 2009, No. 57, § 1, eff. June 1, 2009.)

§ 4097. Manufacturer violations

It shall be a violation of this chapter for any manufacturer defined under this chapter:

- (1) To delay, refuse, or fail to deliver new motor vehicles or new motor vehicle parts or accessories in a reasonable time, and in reasonable quantity relative to the new motor vehicle dealer's facilities and sales potential in the new motor vehicle dealer's relevant market area, after acceptance of an order from a new motor vehicle dealer having a franchise for the retail sale of any new motor vehicle sold or distributed by the manufacturer, any new motor vehicle, or parts or accessories to new vehicles as are covered by such franchise, if such vehicle, parts, or accessories are publicly advertised as being available for delivery or actually being delivered. This subdivision is not violated, however, if failure is caused by acts or causes beyond the control of the manufacturer.



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- (2) To refuse to disclose to any new motor vehicle dealer handling the same line-make the manner and mode of distribution of that line-make within the State.
- (3) To obtain money, goods, service, or any other benefit from any other person with whom the new motor vehicle dealer does business, on account of, or in relation to, the transaction between the new motor vehicle dealer and such other person, other than for compensation for services rendered, unless such benefit is promptly accounted for, and transmitted to, the new motor vehicle dealer.
- (4) To increase prices of new motor vehicles that the new motor vehicle dealer had ordered for private retail consumers prior to the new motor vehicle dealer's receipt of the written official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each such order, provided that the vehicle is in fact delivered to that consumer. In the event of manufacturer price reductions or cash rebates paid to the new motor vehicle dealer, the amount of any reduction or rebate received by a new motor vehicle dealer shall be passed on to the private retail consumer by the new motor vehicle dealer. Price reductions shall apply to all vehicles in the dealer's inventory that were subject to the price reduction. Price differences applicable to a new model or series shall not be considered a price increase or price decrease. Price changes caused by either the addition to a motor vehicle of required or optional equipment; or revaluation of the U.S. dollar, in the case of foreign-make vehicles or components; or an increase in transportation charges due to increased rates imposed by common carriers shall not be subject to the provisions of this subdivision.
- (5) To offer any refunds or other types of inducements to any person for the purchase of new motor vehicles of a certain line or make to be sold to the State or any political subdivision thereof without making the same offer available upon request to all other new motor vehicle dealers in the same line-make within the State.
- (6) To release to any outside party, except under subpoena or as otherwise required by law or in an administrative, judicial, or arbitration proceeding involving the manufacturer or new motor vehicle dealer, any business, financial, or personal information that may be from time to time provided by the new motor vehicle dealer to the manufacturer, without the express written consent of the new motor vehicle dealer.
- (7) To deny any new motor vehicle dealer the right of free association with any other new motor vehicle dealer for any lawful purpose.

[Subdivision (8) effective until July 1, 2022; see also subdivision (8) effective July 1, 2022.]

- (8) (A) To compete with a new motor vehicle dealer operating under an agreement or franchise from the aforementioned manufacturer in the State.
- (B) For purposes of this subdivision (8), any manufacturer that is not a non-franchised zero-emission vehicle manufacturer competes with a new motor vehicle dealer if it engages in the business of any of the following with respect to new motor vehicles:



- (i) selling or leasing;
- (ii) offering to sell or lease; or
- (iii) soliciting or advertising the sale or lease.

(C) A manufacturer shall not, however, be deemed to be competing when operating a dealership either temporarily for a reasonable period, or in a bona fide retail operation that is for sale to any qualified independent person at a fair and reasonable price, or in a bona fide relationship in which an independent person has made a significant investment subject to loss in the dealership and can reasonably expect to acquire full ownership of the dealership on reasonable terms and conditions.

[Subdivision (8) effective July 1, 2022; see also subdivision (8) effective until July 1, 2022.]

- (8) (A) To compete with a new motor vehicle dealer operating under an agreement or franchise from the aforementioned manufacturer in the State.
- (B) For purposes of this subdivision (8), any manufacturer that is not a non-franchised zero-emission vehicle manufacturer competes with a new motor vehicle dealer if it engages in the business of any of the following with respect to new motor vehicles or the retail sale of parts and accessories for those new motor vehicles:
- (i) selling or leasing;
 - (ii) offering to sell or lease;
 - (iii) soliciting or advertising the sale or lease; or
 - (iv) offering through a subscription or like agreement.
- (C) A manufacturer shall not, however, be deemed to be competing when operating a dealership either temporarily for a reasonable period, or in a bona fide retail operation that is for sale to any qualified independent person at a fair and reasonable price, or in a bona fide relationship in which an independent person has made a significant investment subject to loss in the dealership and can reasonably expect to acquire full ownership of the dealership on reasonable terms and conditions.
- (9) To unfairly discriminate among its new motor vehicle dealers with respect to warranty reimbursement.
- (10) To unreasonably withhold consent to a change in executive management or the sale, transfer, or exchange of the franchise to a qualified buyer capable of being licensed as a new motor vehicle dealer in this State. If a new motor vehicle dealer desires to make a change in its executive management or ownership or to sell its principal assets, the new motor vehicle dealer will give the franchisor written notice of the proposed change or sale. The franchisor shall not arbitrarily refuse to agree to such proposed change or sale and may not disapprove or withhold approval of such change or sale unless the franchisor can prove that:
- (A) its decision is not arbitrary; and



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- (B) the new management, owner, or transferee is unfit or unqualified to be a dealer based on the franchisor's prior written, reasonable, objective standards or qualifications that directly relate to the prospective transferee's business experience, moral character, and financial qualifications.
- (11) To fail to respond in writing to a request for consent as specified in subdivision (10) of this section within 60 days of receipt of a written request on the forms, if any, generally utilized by the manufacturer or distributor for such purposes and containing the information required therein. Such failure to respond shall be deemed to be consent to the request.
- (12) To unfairly prevent a new motor vehicle dealer from receiving fair and reasonable compensation for the value of the new motor vehicle dealership.
- (13) To engage in any predatory practice or in any action or failure to act with respect to a new motor vehicle dealer if the action or failure to act is arbitrary, in bad faith, or discriminatory compared to similarly situated new motor vehicle dealers.
- (14) To terminate any franchise solely because of the death or incapacity of an owner who is not listed in the franchise as one on whose expertise and abilities the manufacturer relied in the granting of the franchise.
- (15) To require a motor vehicle franchisee to agree to a term or condition in a franchise, or in any lease related to the operation of the franchise or agreement ancillary or collateral to a franchise, as a condition to the offer, grant, or renewal of the franchise, lease, or agreement, that:
 - (A) requires the motor vehicle franchisee to waive trial by jury in actions involving the motor vehicle franchisor;
 - (B) specifies the jurisdictions, venues, or tribunals in which disputes arising with respect to the franchise, lease, or agreement shall or shall not be submitted for resolution or otherwise prohibits a motor vehicle franchisee from bringing an action in a particular forum otherwise available under the law of this State;
 - (C) requires that disputes between the motor vehicle franchisor and motor vehicle franchisee be submitted to arbitration or to any other binding alternate dispute resolution procedure; provided, however, that any franchise, lease, or agreement may authorize the submission of a dispute to arbitration or to binding alternate dispute resolution if the motor vehicle franchisor and motor vehicle franchisee voluntarily agree to submit the dispute to arbitration or binding alternate dispute resolution at the time the dispute arises;
 - (D) provides that in any administrative or judicial proceeding arising from any dispute with respect to the agreements in this section that the franchisor shall be entitled to recover its costs, reasonable attorney's fees, and other expenses of litigation from the franchisee; or
 - (E) grants the manufacturer an option to purchase the franchise, or real estate, or business assets of the franchisee.



- (16) To impose unreasonable standards of performance or unreasonable facilities, financial, operating, or other requirements upon a motor vehicle franchisee.
- (17) To fail or refuse to sell or offer to sell to all motor vehicle franchisees of a line-make, all models manufactured for that line-make, or to require a motor vehicle franchisee to do any of the following as a prerequisite to receiving a model or series of vehicles: requiring the dealer to pay any extra fee; requiring a dealer to execute a separate franchise agreement, purchase unreasonable advertising displays or other materials, or relocate, expand, improve, remodel, renovate, recondition, or alter the dealer's existing facilities; or requiring the dealer to provide exclusive facilities. However, a manufacturer may require reasonable improvements to the existing facility that are necessary to accommodate special or unique features of a specific model or line. The failure to deliver any such motor vehicle, however, shall not be considered a violation of this section if the failure is due to a lack of manufacturing capacity or to a strike or labor difficulty, a shortage of materials, a freight embargo, or other cause over which the franchisor has no control. This subdivision shall not apply to a manufacturer of a motor home.
- (18) To prevent or attempt to prevent any new motor vehicle dealer or any officer, partner, or stockholder of any new motor vehicle dealer from transferring any part of the interest of any of them to any other person; provided, however, that no dealer, officer, partner, or stockholder shall have the right to sell, transfer, or assign the franchise or power of management or control without the consent of the manufacturer or distributor unless such consent is unreasonably withheld. Failure to respond within 60 days of receipt of a written request and applicable manufacturer application forms and related reasonable information customarily required for consent to a sale, transfer, or assignment shall be deemed consent to the request. Within 20 days of receipt of notice from the dealer, the manufacturer shall provide the dealer with a copy of all application forms and all other required reasonable information necessary to evaluate the dealer's request.
- (19) To provide any term or condition in any lease or other agreement ancillary or collateral to a franchise, which term or condition directly or indirectly violates this title.
- (20) To use a promotional program or device or an incentive, payment, or other benefit, whether paid at the time of sale of the new motor vehicle to the dealer or later, that results in the sale of or offer to sell a new motor vehicle at a lower price, including the price for vehicle transportation, than the price at which the same model similarly equipped is offered or is available to another dealer in the State during a similar time period. This subdivision shall not prohibit a promotional or incentive program that is available functionally and equally to competing dealers of the same line-make in the State.
- (21) (A) To vary the price charged to any of its franchised new motor vehicle dealers located in this State for new motor vehicles based on:
- (i) the dealer's purchase of new facilities, supplies, tools, equipment, or other merchandise from the manufacturer;



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- (ii) the dealer's relocation, remodeling, repair, or renovation of existing dealerships or construction of a new facility;
 - (iii) the dealer's participation in training programs sponsored, endorsed, or recommended by the manufacturer;
 - (iv) whether or not the dealer offers for sale more than one line-make of new motor vehicle in the same dealership facility;
 - (v) the dealer's sales penetration, sales volume, or level of sales or customer service satisfaction;
 - (vi) the dealer's purchase of advertising materials, signage, nondiagnostic computer hardware or software, communications devices, or furnishings; or
 - (vii) the dealer's participation in used motor vehicle inspection or certification programs sponsored or endorsed by the manufacturer.
- (B) The price of the vehicle, for purposes of this subdivision (21), shall include the manufacturer's use of rebates, credits, or other consideration that has the effect of causing a variance in the price of new motor vehicles offered to its franchised dealers located in the State.
- (22) To modify a franchise during the term of the franchise or upon its renewal if the modification substantially and adversely affects the new motor vehicle dealer's rights, obligations, investment, or return on investment without giving 60 days' written notice of the proposed modification to the new motor vehicle dealer, unless the modification is required by law, court order, or the Board. Within the 60-day notice period, the new motor vehicle dealer may file with the Board and serve notice upon the manufacturer a protest requesting a determination of whether there is good cause for permitting the proposed modification. Multiple protests pertaining to the same proposed modification shall be consolidated for hearing. The proposed modification shall not take effect pending the determination of the matter. The manufacturer shall have the burden of establishing good cause for the proposed modification. In determining whether there is good cause for permitting a proposed modification, the Board shall consider any relevant factors, including:
- (A) the reasons for the proposed modification;
 - (B) whether the proposed modification is applied to or affects all new motor vehicle dealers in a nondiscriminatory manner;
 - (C) whether the proposed modification will have a substantial and adverse effect upon the new motor vehicle dealer's investment or return on investment;
 - (D) whether the proposed modification is in the public interest;
 - (E) whether the proposed modification is necessary to the orderly and profitable distribution of products by the manufacturer; and



- (F) whether the proposed modification is offset by other modifications beneficial to the new motor vehicle dealer.
- (23) To engage in any action that is arbitrary, in bad faith, or unconscionable.
- (24) To change the relevant market area set forth in the franchise agreement without good cause. For purposes of this subdivision, good cause shall include changes in the dealer's registration pattern, demographics, customer convenience, and geographic barriers. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 1989, No. 84, § 2; 2009, No. 57, § 1, eff. June 1, 2009; 2021, No. 63, § 4, eff. June 7, 2021; 2021, No. 63, § 4a, eff. July 1, 2022.)

§ 4098. Limitations on establishing or relocating dealers

- (a) In the event that a manufacturer seeks to enter into a franchise establishing an additional new motor vehicle dealer or relocating an existing new motor vehicle dealer within or into a relevant market area where the same line-make is then represented, the manufacturer shall in writing first give notice to the Transportation Board and notify each new motor vehicle dealer in such line-make in the relevant market area of the intention to establish an additional dealer or to relocate an existing dealer within or into that market area. Within 20 days of receiving such notice or within 20 days after the end of any appeal procedure provided by the manufacturer, any such new motor vehicle dealer may file a protest with the Board opposing the establishing or relocating of the new motor vehicle dealer. A copy of the protest shall be served on the manufacturer within the 20-day period. When such a protest is filed, the manufacturer shall not establish or relocate the proposed new motor vehicle dealer until the Board has held a hearing, nor thereafter, if the Board has determined that there is not good cause for permitting the addition or relocation of such new motor vehicle dealer.
- (b) This section does not apply:
 - (1) to the relocation of an existing dealer within that dealer's relevant market area, provided that the relocation not be at a site within six miles of a licensed new motor vehicle dealer for the same line-make of motor vehicle; or
 - (2) if the proposed new motor vehicle dealer is to be established at or within two miles of a location at which a former licensed new motor vehicle dealer for the same line-make of new motor vehicle had ceased operating within the previous two years.
- (c) In determining whether good cause has been established for entering into or relocating an additional new motor vehicle dealer for the same line-make, the Board shall take into consideration the existing circumstances, including:
 - (1) permanency of the investment of both the existing and proposed new motor vehicle dealers;
 - (2) growth or decline in population and new car registrations in the relevant market area;



- (3) effect on the consuming public in the relevant market area;
 - (4) whether it is injurious or beneficial to the public welfare for an additional new motor vehicle dealer to be established;
 - (5) whether the new motor vehicle dealers of the same line-make in that relevant market area are providing adequate competition and convenient customer care for the motor vehicles of the line-make in the market area, which shall include the adequacy of motor vehicle sales and service facilities, equipment, supply of motor vehicle parts, and qualified service personnel;
 - (6) whether the establishment of an additional new motor vehicle dealer would increase competition, and therefore be in the public interest; and
 - (7) the effect that the proposed franchise would have on the stability of existing franchisees in the same line-make in the relevant market area.
- (d) At any hearing conducted by the Board under this section, the manufacturer seeking to establish an additional new motor vehicle dealership or relocate an existing new motor vehicle dealership shall have the burden of proof in establishing that good cause exists. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 2009, No. 57, § 1, eff. June 1, 2009.)

§ 4099. Civil actions for violations

Notwithstanding the terms, provisions, or conditions of any agreement or franchise or the terms or provisions of any waiver, any consumer who is injured by a violation of this chapter, or any party to a franchise who is so injured in his or her business or property by a violation of this chapter relating to that franchise, or any person so injured because he or she refuses to accede to a proposal for an arrangement that if consummated, would be in violation of this chapter, may bring a civil action in a court having jurisdiction to enjoin further violations, and to recover the actual damages sustained by him or her together with the costs of the suit, including a reasonable attorney's fee. An action, filed in a court of competent jurisdiction, that gives rise or could give rise to a claim or defense under this chapter must be stayed if, within 60 days after the date of filing of the complaint or service of process, whichever is later, a party to the action files a complaint with the Board asserting the claims or defenses under this chapter. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 2009, No. 57, § 1, eff. June 1, 2009.)

§ 4100. Applicability

The provisions of this chapter shall apply to the conduct of all persons affected by the presumptions of this chapter situated in this State. Any person who engages directly or indirectly in purposeful contacts within this State in connection with the offering or advertising for sale of, or has business dealings with respect to, a new motor vehicle within the State shall be subject to the provisions of this chapter and the jurisdiction of the courts of this State. Any and all amendments to this chapter shall apply to existing franchise agreements and franchise agreements entered into on or



after June 1, 2009. (Added 1981, No. 157 (Adj. Sess.), § 1, eff. April 14, 1982; amended 2009, No. 57, § 1, eff. June 1, 2009.)

§ 4100a. Agreements governed

- (a) All written agreements between a manufacturer or distributor and a new motor vehicle dealer shall be subject to the provisions of this chapter, and provisions of such agreements that are inconsistent with this chapter shall be void as against public policy and unenforceable in court or with the Board.
- (b) Every new selling agreement or amendment made to such agreement between a new motor vehicle dealer and a manufacturer or distributor shall include, and if omitted, shall be presumed to include, the following language: "If any provision herein contravenes the valid laws or rules of the State of Vermont, such provision shall be deemed to be modified to conform to such laws or rules; or if any provision herein, including arbitration provisions, denies, or purports to deny access to the procedures, forums, or remedies provided for by such laws or rules, such provision shall be void and unenforceable; and all other terms and provisions of this agreement shall remain in full force and effect." (Added 2009, No. 57, § 1, eff. June 1, 2009.)

§ 4100b. Enforcement; Transportation Board

- (a) The Transportation Board established in 19 V.S.A. § 3 shall enforce the provisions of this chapter.
- (b) The Board shall adopt rules to implement the provisions of this chapter.
- (c) Except for civil actions filed in Superior Court pursuant to section 4099 of this title, the Board shall have the following exclusive powers:
 - (1) Any person may file a written protest with the Board complaining of conduct governed by and in violation of this chapter. The Board shall hold a public hearing in accordance with the rules adopted by the Board.
 - (2) The Board shall issue written decisions and may issue orders to any person in violation of this chapter.
 - (d) The parties to protests shall be permitted to conduct and use the same discovery procedures as are provided in civil actions in the Superior Court.
 - (e) The Board shall be empowered to determine the location of hearings, appoint persons to serve at the deposition of out-of-state witnesses, administer oaths, and authorize stenographic or recorded transcripts of proceedings before it. Prior to the hearing on any protest, but no later than 45 days after the filing of the protest, the Board shall require the parties to the proceeding to attend a prehearing conference in which the Chair or designee shall have the parties address the possibility of settlement. If the matter is not resolved through the conference, the matter shall be placed on the Board's calendar for hearing. Settlement communications shall remain confidential, shall be exempt from public inspection and copying under the Public Records Act, shall not be disclosed, and shall not be used as an admission in any subsequent hearing.



- (f) Compliance with the discovery procedures authorized by subsection (d) of this section may be enforced by application to the Board. Obedience to subpoenas issued to compel witnesses or documents may be enforced by application to the Superior Court in the county where the hearing is to take place.
- (g) Any party to any proceeding under this chapter who recklessly or knowingly fails, neglects, or refuses to comply with an order issued by the Board shall be fined a civil penalty not to exceed \$2,500.00. Each day of noncompliance shall be considered a separate violation of such order.
- (h) Within 20 days after any order or decision of the Board, any party to the proceeding may apply for a rehearing with respect to any matter determined in the proceeding or covered or included in the order or decision. The application for rehearing shall set forth fully every ground upon which it is claimed that the decision or order complained of is unlawful or unreasonable. No appeal from any order or decision of the Board shall be taken unless the appellant makes an application for rehearing as provided in this subsection, and when the application for rehearing has been made, no ground not set forth in the application shall be urged, relied on, or given any consideration by the Board unless the Board for good cause shown allows the appellant to specify additional grounds. Any party to the proceeding may appeal the final order, including all interlocutory orders or decisions, to the Superior Court within 30 days after the date the Board rules on the application for reconsideration of the final order or decision. All findings of the Board upon all questions of fact properly before the court shall be prima facie lawful and reasonable. The order or decision appealed from shall not be set aside or vacated except for errors of law. No additional evidence shall be heard or taken by the Superior Court on appeals from the Board.
- (i) In cases where the Board finds that a violation of this chapter has occurred or there has been a failure to show good cause under section 4089 or 4098 of this title, the Superior Court, upon petition, shall determine reasonable attorney's fees and costs and award them to the prevailing party. (Added 2009, No. 57, § 1, eff. June 1, 2009; amended 2015, No. 23, § 7.)

§ 4100c. Financing; Vermont Transportation Board

- (a) On July 1, 2009, and every year thereafter, there is imposed an annual fee upon each new motor vehicle dealer of \$60.00 for each dealer license held by that dealer, and there is imposed upon each manufacturer an annual fee of \$600.00 for each line-make of new motor vehicle that the manufacturer sells or distributes within this State.
- (b) Upon the filing of a protest under this chapter, the protesting party shall pay to the Board a filing fee of \$1,500.00.
- (c) The Transportation Board shall administer the fees imposed under this section, and the fees shall be deposited into the Transportation Fund.
- (d) The amount of the fee imposed by this section is intended to correlate to the amount of funding required by the Transportation Board to administer its duties under this chapter. (Added 2009, No. 57, § 1, eff. June 1, 2009.)



§ 4100d. Statute of limitations

- (a) Actions arising out of any provision of this chapter shall be commenced within four years of the date the cause of action accrues; provided, however, that if a person conceals the cause of action from the knowledge of the person entitled to bring it, the period prior to the discovery of the cause of action by the person so entitled shall be excluded in determining the time limited for commencement of the action.
- (b) Notwithstanding any provision in a franchise agreement, if a dispute covered by this chapter or any other law is submitted to mediation or arbitration, the time for the dealer to file a complaint, action, petition, or protest is tolled until the mediation or arbitration proceeding is completed. (Added 2009, No. 57, § 1, eff. June 1, 2009.)

§ 4100e. Right of first refusal

In the event of a proposed sale or transfer of all or substantially all ownership or transfer of all or substantially all dealership assets, and if the franchise agreement has a right of first refusal in favor of the manufacturer, distributor, or franchisor, then notwithstanding the terms of the franchise agreement, the manufacturer, distributor, or franchisor shall be permitted to exercise a right of first refusal to acquire the new motor vehicle dealer's assets or ownership only if all of the following requirements are met:

- (1) In order to exercise the right of first refusal, the manufacturer or distributor shall notify the new motor vehicle dealer in writing of its intent to exercise its right of first refusal within the 60-day notice limit provided in subdivision 4097(11) of this title.
- (2) The exercise of the right of first refusal will result in the owner of the dealership receiving the same or greater consideration as the owner has contracted to receive in connection with the proposed change of ownership or transfer.
- (3) The proposed change in the dealership's ownership or transfer of assets does not involve the transfer or sale to any of the following members of the family of one or more owners:
 - (A) a designated family member or members, including any of the following members of one or more dealer owners:
 - (i) the spouse;
 - (ii) a child;
 - (iii) a grandchild;
 - (iv) the spouse of a child or a grandchild;
 - (v) a sibling;
 - (vi) a parent;
 - (B) a manager:
 - (i) employed by the dealer in the dealership during the previous two years; and
 - (ii) who is otherwise qualified as a dealer operator;
- (C) a partnership or corporation controlled by any of the family members described in subdivision (A) of this subdivision (3);



- (D) a trust arrangement established or to be established:
- (i) for the purpose of allowing the new motor vehicle dealer to continue to qualify as such under the manufacturer's or distributor's standards; or
 - (ii) to provide for the succession of the franchise agreement to designated family members or qualified management in the event of the death or incapacity of the dealer or its principal owner or owners.
- (4) The manufacturer or distributor agrees to pay the reasonable expenses, including attorney's fees that do not exceed the usual, customary, and reasonable fees charged for similar work done for other clients, incurred by the proposed owner or proposed transferee prior to the manufacturer's or distributor's exercise of its right of first refusal in negotiating and implementing the contract for the proposed sale or transfer of the dealership or dealership assets. (Added 2009, No. 57, § 1, eff. June 1, 2009.)

§ 4100f. Severability

If any provision in this chapter or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this chapter that can be given effect without the invalid provisions and applications, and to this end, the provisions of this chapter are severable. (Added 2009, No. 57, § 1, eff. June 1, 2009.)



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