WEST VIRGINIA CODE: §17a-6A-8

§17A-6A-8. Reasonable compensation to dealer.

(1) Upon the termination, cancellation, nonrenewal or discontinuance of any dealer agreement, the new motor vehicle dealer shall be allowed fair and reasonable compensation by the manufacturer or distributor for the following:

(a) Any new motor vehicle inventory, manufactured for sale in the United States, purchased from the manufacturer, distributor or other dealers, in the ordinary course of business, which has not been materially altered, substantially damaged or driven for more than one thousand miles, except that for any new motorcycle, new all-terrain vehicle or utility terrain vehicle inventory, including motorhomes and travel trailers, regardless of gross vehicle weight, purchased from the manufacturer or distributor, that inventory must not have been materially altered, substantially damaged or driven for more than fifty miles and for motor vehicles with a rating greater than twenty-six thousand one pounds gross vehicle weight driven no more than five thousand miles. For purposes of a school bus, truck tractor, road tractor or truck, materially altered does not include dealer add-ons, such as, but not limited to, racks, mud flaps, fifth wheel assemblies, dump or tank bodies;

(b) Supplies and parts inventory purchased at the published list price purchased from, or at the direction of, the manufacturer or distributor. Parts shall be restricted to those listed in the manufacturer's or distributor's current parts catalog;

(c) Equipment, special tools, furnishings and signs purchased or leased from, or at the direction of, the manufacturer or distributor; and

(d) Special computer software, hardware, license fees and other programs mandated by the manufacturer to provide training or communication with the manufacturer.

(2) Upon the termination, cancellation, nonrenewal or discontinuance of a dealer agreement by the manufacturer or distributor, the manufacturer or distributor shall also pay to the new motor vehicle dealer a sum equal to the current, fair rental value of his or her established place of business for a period of three years from the effective date of termination, cancellation, nonrenewal or discontinuance, or the remainder of the lease, whichever is less. If the dealer, directly or indirectly, owns the dealership facility, the manufacturer shall pay the dealer a sum equal to the reasonable rental value of the dealership premises for three years. However, the dealer shall have the obligation to mitigate his or her damages, including, but not limited to, listing the facility with a commercial real estate agent and other reasonable steps to sell or lease the property. During this three-year period the manufacturer shall have the right to occupy and use the facilities until such time as the dealer is able to otherwise sell or lease the property to another party. The payment required by this subsection does not apply to any termination, cancellation, nonrenewal or discontinuance made pursuant to subsection (c), section seven of this article.

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(3) In addition to the items listed in subsections (1) and (2) of this section, the termination, cancellation or nonrenewal where the manufacturer or distributor is discontinuing the sale of a product line, the manufacturer or distributor shall pay or provide to the motor vehicle dealer:

(a) Support of the manufacturer's or distributor's warranty obligations by making parts available and compensating dealers for warranty parts and labor for five years: Provided, That the motor vehicle dealer has adequate facilities, trained personnel and equipment to perform warranty repairs;

(b) Any actual damages that can be proven by a dealer by a preponderance of the evidence;

(c) Any costs the dealer incurred for facility upgrades or alternations required by the manufacturer, distributor or factory branch within the previous five years; and

(d) Within forty-five days after termination, dealer shall submit evidence of items to the manufacturer in accordance with reasonable manufacturer requirements. The manufacturer shall have thirty days from receipt of this evidence to note any objection. If not objected thereto, payment by the manufacturer to the dealer shall be made within thirty days. Thereafter, interest accumulates at the rate of the Fifth Federal Reserve District's secondary discount rate in effect on January 2 of the year in which payment is due plus five percentage points. If a dispute arises over the sufficiency of any evidence or an amount submitted, when interest begins to accumulate will be determined in accordance with West Virginia common law.

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