



State of Louisiana

LOUISIANA MOTOR VEHICLE COMMISSION

Jeff Landry
Governor

Amy Casey
Executive Director

July 30, 2026

Bulletin #B-2026-005

TO: Licensed Recreational Product Dealers, Manufacturers, and Distributors

FROM: Amy Casey, Executive Director

RE: Recreational Product Service and Repair Requirements – Act No. 967

Purpose. From the Louisiana 2026 Regular Legislative Session, Act No. 967 refines the licensing and compliance requirements governing adequate repair and service support for recreational products, with specific requirements for dealers that sell all-terrain vehicles, including golf carts.

The effective date of Act No. 967 is August 1, 2026.

1. Adequate Facilities for Recreational Products

La. R.S. 32:1254(E)(5)(a) will now define “adequate facilities for the repair and servicing” as facilities sufficient to reasonably support warranty service, maintenance, and repair obligations associated with the recreational products sold by the dealer.

2. ATV and Golf Cart Repair and Service Requirements

Under La. R.S. 32:1254(E)(5)(c), a dealer that sells all-terrain vehicles (ATVs, UTVs, and MTVs), including golf carts, must have adequate repair and service facilities and storage for new parts and accessories. The requirement may be satisfied by having any of the following:

1. Adequate repair and service facilities, including storage for new parts and accessories, located at the dealer’s established place of business or within 1,000 feet of it;
2. An agreement with a qualified third-party warranty service provider located in Louisiana and within a 40-mile radius of the dealer’s established place of business;
3. An agreement with the manufacturer that provides the consumer with an opportunity to obtain service from a warranty-authorized service provider;
4. A manufacturer-authorized service provider.

3. Remote Warranty Service Disclosure

When warranty repair and service for an ATV or golf cart will be performed primarily by a remote service facility through a contractual arrangement with another entity, the dealer must provide the purchaser with a written disclosure before the sale or financing agreement is completed. The purchaser must acknowledge receipt in writing before completion of the sale.

The Remote Warranty Service Disclosure must include:

- The dealer's name, license number, and address;
- The purchaser (s) name;
- The vehicle year, make, model, VIN or serial number, and date of sale;
- The remote service and repair facility's name and physical address;
- The approximate distance between the dealership and the remote facility;
- A statement advising that certain warranty repairs or services may require transportation of the ATV or golf cart to the remote facility;
- The purchaser's written acknowledgment before completion of the sale;
- Confirmation that applicable warranty information was provided; and
- The purchaser's and dealer's signatures.

Form Use and Retention. The LMVC offers the Louisiana All-Terrain Vehicle/Golf Cart Remote Warranty Service Disclosure as a recommended form option. A dealer may use its own disclosure form, but the form must contain all the information requirements of La. R.S. 32:1254(E)(5)(c). In addition, the dealer must retain the signed disclosure for three years or until the warranty expires, whichever period is lesser.

Compliance Warning. Failure to maintain repair facilities or to otherwise comply with La. R.S. 32:1254(E)(5)(c), including the disclosure requirements, shall constitute a violation under La. R.S. 32:1270.11(2)(k).

4. LMVC Declaration Requirements

To ensure compliance with the respective repair and service requirements, the LMVC requires the following dealer declarations:

Dealer/Product Type	Required Declaration
Dealers selling recreational products other than ATVs or golf carts	Recreational Product Service and Repair Support Declaration
Dealers selling only ATVs and/or golf carts	ATV/Golf Cart Service and Repair Support Declaration
Dealers selling ATVs and/or golf carts and other recreational products	Both declarations

When Required. The applicable declaration form(s) must be submitted as part of a recreational product dealer's license application filed with the Commission:

- upon license renewal;
- when applying to add a new recreational product to an existing license; and
- by every new recreational product dealer applicant.

The declaration forms will be provided as part of the application. Failure to provide the required declaration(s) may result in denial of the application.

Dealers should consult with their legal counsel regarding compliance with state law and this bulletin.

Enclosures

- Act No. 967
- Louisiana All-Terrain Vehicle/Golf Cart Remote Warranty Service Disclosure (For Recommended Use)

LOUISIANA ALL-TERRAIN VEHICLE / GOLF CART REMOTE WARRANTY SERVICE DISCLOSURE

R.S. 32:1254(E)(5)(c)(ii)-(iii)

Purpose: This disclosure is provided for execution before any sale or financing agreement when warranty repair and service for the product will be performed primarily by a remote service facility under a contractual arrangement with another entity.

DEALERSHIP INFORMATION

Dealer legal name: Dealer license number:
Dealer Physical Address: Telephone / email:

PURCHASER AND VEHICLE INFORMATION

Purchaser name: Co-Purchaser name:
Vehicle type: ☐ All-terrain vehicle ☐ Golf cart ☐ Other covered ATV:
Year / make / model: VIN / serial number:
Date of sale:

REMOTE SERVICE FACILITY DISCLOSURE

Name of remote service and repair facility:
Physical address of remote service and repair facility:

Approximate distance from dealership: miles

Service provider type: ☐ Manufacturer-authorized service provider ☐ Third-party warranty service provider

Transportation arrangements, if known: ☐ Purchaser responsible ☐ Dealer assists

☐ Service Provider assists

☐ Other:

IMPORTANT NOTICE TO PURCHASER: Certain warranty repairs and services may require transportation of the vehicle to the remote service and repair facility identified above.

The purchaser should review the applicable warranty information, including any transportation, pickup, delivery, diagnostic, labor, parts, or other conditions that may apply.

Applicable warranty information made available to purchaser:

☐ Written warranty booklet/statement

☐ Electronic warranty information

☐ Service-provider information

☐ Other:

PURCHASER ACKNOWLEDGMENT

By signing below, I acknowledge that:

- I received this written disclosure before executing the sale or financing agreement.
- I was informed that warranty repair and service for this vehicle will be performed primarily by the remote service facility identified above.
- I understand that certain warranty repairs and services may require transportation of the vehicle to that remote facility.
- I was provided or given access to the applicable warranty information relating to the vehicle.

Purchaser signature: Date:

Co-purchaser signature: Date:

Dealer representative: Date:

DEALER RECORD RETENTION: Retain a copy of the purchaser's written acknowledgment for three years or until expiration of the warranty, whichever period is shorter.

☐ Dealer copy

☐ Purchaser copy

ACT No. 967

2026 Regular Session

HOUSE BILL NO. 848

BY REPRESENTATIVE DEWITT

1 AN ACT

2 To amend and reenact R.S. 32:1252(1) and (9) and 1254(E)(5)(a) and to enact R.S.
3 32:1254(E)(5)(c) and 1270.11(2)(k), relative to motor vehicle dealers; to provide for
4 definitions; to provide for licensing requirements for motor vehicle and recreational
5 products dealers; to provide for repair facilities for all-terrain vehicle dealers; to
6 provide for unauthorized acts; and to provide for related matters.

7 Be it enacted by the Legislature of Louisiana:

8 Section 1. R.S. 32:1252(1) and (9) and 1254(E)(5)(a) are hereby amended and
9 reenacted and R.S. 32:1254(E)(5)(c) and 1270.11(2)(k) are hereby enacted to read as
10 follows:

11 §1252. Definitions

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

15 (1) "All-terrain vehicle" ~~shall mean~~ means any vehicle manufactured for off-
16 road use and issued a manufacturer's statement or certificate of origin, as required
17 by the commission, that cannot be issued a registration certificate and license to
18 operate on the public roads of this state because, at the time of manufacture, the
19 vehicle does not meet the safety requirements prescribed by R.S. 32:1301 through
20 1310. This includes vehicles that are issued a title by the Department of Public
21 Safety and Corrections, public safety services, such as golf carts and recreational and
22 sports vehicles, but it ~~shall~~ does not include off-road vehicles used for farm purposes,
23 farm equipment, electric-assisted bicycles, or heavy construction equipment.

24 * * *

(9) "Dealer" means any person licensed to sell a motor vehicle, specialty vehicle, or recreational product subject to regulation by this Chapter. "Dealer", for purposes of all-terrain vehicles and golf carts, includes any person, business, or entity that sells, offers for sale, or distributes such vehicles at retail, regardless of whether that person or entity is primarily engaged in another line of business.

* * *

§1254. Application for license; requirements for licensure; contents; licenses; franchise filings; exceptions

* * *

E. Additional licensing and compliance requirements for motor vehicle and recreational products dealers.

* * *

(5)(a) The applicant must also furnish satisfactory evidence that the applicant maintains adequate space in the building or structure wherein the applicant's established business is conducted for the display of new motor vehicles or recreational products, together with adequate facilities for the repair and servicing of motor vehicles or recreational products and the storage of new parts and accessories for the repair and servicing. For purposes of this Subparagraph, "adequate facilities for the repair and servicing" means facilities sufficient to reasonably support warranty service, maintenance, and repair obligations associated with the recreational products sold by the dealer.

* * *

(c)(i) A dealer of all-terrain vehicles, including golf carts, shall have adequate facilities for the repair and servicing of all-terrain vehicles and the storage of new parts and accessories for that repair and servicing, which may be satisfied by any of the following:

(aa) Adequate facilities for the repair and servicing of all-terrain vehicles and the storage of new parts and accessories for that repair and servicing located in the building or structure where the applicant's established business is conducted or within one thousand feet of the established place of business.

1 (bb) An agreement with a third-party warranty service provider that is
2 equipped and qualified to perform that repair and servicing, located within this state
3 and within a radius of forty miles of the dealer's established place of business. The
4 dealer shall make available to the purchaser applicable warranty information relating
5 to the vehicle.

6 (cc) An agreement with the manufacturer to provide an opportunity to the
7 consumer to obtain service from a warranty-authorized service provider. The dealer
8 shall make available to the purchaser applicable warranty information relating to the
9 vehicle.

10 (dd) A manufacturer-authorized service provider.

11 (ii) Prior to the execution of any sale or financing agreement for an
12 all-terrain vehicle, a dealer of all-terrain vehicles including golf carts shall provide
13 written disclosure to the purchaser if warranty repair and service for that vehicle are
14 to be performed primarily by a remote service facility pursuant to a contractual
15 arrangement with another entity. That purchaser shall acknowledge receipt of the
16 disclosure in writing prior to completion of the sale, and that dealer shall retain a
17 copy of that acknowledgment in its records for three years or until expiration of the
18 warranty, whichever is lesser. That disclosure shall include all of the following
19 information:

20 (aa) The name and physical address of the remote service and repair facility.

21 (bb) The approximate distance between the dealership and the remote service
22 and repair facility.

23 (cc) A statement advising the purchaser that certain warranty repair and
24 services may require transportation of the vehicle to the remote service facility.

25 (iii) A dealer shall not be liable for any subsequent change in the availability,
26 location, authorization, ownership, or operational status of a manufacturer-authorized
27 service provider or third-party warranty service provider identified in the disclosure
28 required by this Item (ii) of this Subparagraph, if that dealer acted in good faith and
29 supplied accurate information at the time of sale.

30 * * *

1 §1270.11. Unauthorized acts

2 It shall be a violation of this Part:

3 * * *

4 (2) For a motorcycle or all-terrain vehicle dealer, used motorcycle or all-
5 terrain vehicle dealer, or a motorcycle or all-terrain vehicle salesman:

6 * * *

7 (k) For a dealer of all-terrain vehicles, including golf carts, to fail to maintain
8 repair facilities or otherwise comply with the requirements of R.S. 32:1254(E)(5)(c).

9 * * *

SPEAKER OF THE HOUSE OF REPRESENTATIVES

PRESIDENT OF THE SENATE

GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____