

30 Subsection (1)(b), if a franchise is terminated or not continued by the franchisor or franchisee,
31 the franchisor shall pay the franchisee:

32 ~~[(a)]~~ (i) the franchisee's cost of new, undamaged, and unsold powersport vehicles in
33 the franchisee's inventory acquired from the franchisor or another franchisee of the same
34 line-make representing both the current model year at the time of termination or
35 noncontinuation and the immediately prior model year vehicles~~[-];~~

36 ~~[(i) plus]~~ (ii) any charges made by the franchisor~~[-]~~ for distribution, delivery, or taxes;

37 ~~[(ii) plus]~~ (iii) the franchisee's cost of any accessories added on ~~[the]~~ a vehicle ~~[shall~~
38 ~~be repurchased]~~; ~~[and]~~

39 ~~[(iii) less all allowances paid or credited to the franchisee by the franchisor;]~~

40 ~~[(b)]~~ (iv) the cost of ~~[all]~~ new, undamaged, and unsold supplies, parts, and accessories
41 as set forth in the franchisor's catalog at the time of termination or noncontinuation ~~[for the~~
42 ~~supplies, parts, and accessories;]~~ less all allowances paid or credited to the franchisee by the
43 franchisor;

44 ~~[(c)]~~ (v) except as provided in Subsection (1)(c), the fair market value, but not less
45 than the franchisee's depreciated acquisition cost₂ of each undamaged sign owned by the
46 franchisee that bears a common name, trade name, or trademark of the franchisor if
47 acquisition of the sign was recommended or required by the franchisor~~[- If a franchisee has a~~
48 ~~sign with multiple manufacturers listed, the franchisor is only responsible for its pro rata~~
49 ~~portion of the sign]~~;

50 ~~[(d)]~~ (vi) the fair market value, but not less than the franchisee's depreciated
51 acquisition cost₂ of all special tools, equipment, and furnishings acquired from the franchisor
52 or sources approved by the franchisor that were recommended or required by the franchisor
53 and are in good and usable condition; and

54 ~~[(e)]~~ (vii) the cost of transporting, handling, packing, and loading powersport vehicles,
55 supplies, parts, accessories, signs, special tools, equipment, and furnishings.

56 (b) The franchisor may deduct the sum of all allowances paid or credited to the
57 franchisee by the franchisor from the amount owed under Subsection (1)(a).

58 (c) If a franchisee has a sign with multiple manufacturers listed, the franchisor shall
59 pay only for its pro rata portion of the sign described in Subsection (1)(a)(v).

60 (2) The franchisor shall pay the franchisee the amounts specified in Subsection (1)
61 within 90 days after the tender of the property to the franchisor if the franchisee has:

62 (a) [~~has~~] clear title to the property; [~~and~~] or

63 (b) [~~is in a position to convey title to the franchisor~~] the manufacturer's statement of
64 origin.

65 (3) If repurchased inventory and equipment are subject to a security interest, the
66 franchisor may make payment jointly to the franchisee and to the holder of the security
67 interest.