

NOTE: This is a generic Y.E.S. sample contract shown below. This is for reference only, as some states have specific requirements. Please refer to your state specific contract for more details if applicable. If you have questions, please call (866) 937-3983.

### YAMAHA EXTENDED SERVICE CONTRACT/ RENEWAL CONTRACT

## YAMAHA MOTORCYCLE, ATV, SIDE-BY-SIDE, SCOOTER, SNOWMOBILE, WATERCRAFT, AND GENERATOR

PLEASE READ THIS CONTRACT CAREFULLY. IT CONTAINS THE ENTIRE AGREEMENT BETWEEN YAMAHA MOTOR CORPORATION, U.S.A. AND YOU. THIS CONTRACT TAKES THE PLACE OF ANY OTHER WRITTEN OR ORAL STATEMENTS MADE TO YOU ABOUT YOUR COVERAGE UNDER THIS CONTRACT. THIS CONTRACT IS NOT AN INSURANCE POLICY. YAMAHA MOTOR CORPORATION, U.S.A. DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION THAT IS NOT CONTAINED IN THIS CONTRACT. THE PURCHASE OF THIS Y.E.S. CONTRACT IS NOT REQUIRED TO OBTAIN FINANCING OR TO PURCHASE OR LEASE THIS VEHICLE.

### SAMPLE CONTRACT ONLY

he actual Y.E.S. Contract within sixty (60) days of purchase, please contact Yamaha at 1-800-962-7926

### **DEFINITIONS**

Definitions of key words used in this Contract (key words appear in bold type):

YAMAHA, GENUINE YAMAHA, WE, US or OUR: Yamaha Motor Corporation, U.S.A.

Y.E.S. CONTRACT: this Yamaha Extended Service Contract, whether newly purchased or a Y.E.S. Renewal Contract, which includes your name and the information about your Yamaha vehicle.

Y.E.S. RENEWAL CONTRACT: this Yamaha Extended Service Contract, if purchased as a renewal of an Original Y.E.S. Contract, which includes your name and the information about your Yamaha vehicle.

ORIGINAL Y.E.S CONTRACT: if this is a Y.E.S. Renewal Contract, this is the Y.E.S. Contract provided to the customer on the vehicle listed in the Declarations whose term is set to expire the day this Y.E.S. Renewal Contract becomes effective, which includes your name and the information about your Yamaha vehicle.

DECLARATIONS: that portion of the Y.E.S. Contract with information about the customer and the covered vehicle.

CUSTOMER, YOU, or YOUR: the owner of record of the vehicle shown in the Declarations registered with Yamaha.

COVERED VEHICLE, IDENTIFIED VEHICLE, VEHICLE or YOUR VEHICLE: the Motorcycle, ATV, Side-by-Side, Scooter, Snowmobile, Watercraft, or Generato shown in the Declarations. Snowmobiles are not eligible for Y.E.S. Renewa Contract coverage.

YAMAHA DEALER: the authorized Yamaha Dealer who sold you this Y.E.S. Contract, or another franchised Yamaha Dealer who is authorized to repair the covered vehicle.

BREAKDOWN or MECHANICAL BREAK-DOWN: the breakage or failure of a covered part caused by a defect or faulty workmanship from the manufacturer, making that covered part incapable of performing the function for which it was designed. The identified vehicle will be covered only for Mechanical Breakdown(s) which occur(s) in the United States.

Breakdown or Mechanical Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred.

NEW VEHICLE(S): a vehicle with a Yamaha Limited Warranty in effect at the time of Y.E.S. Contract sale. Refer to the Warranty Statement that came with your

. USED VEHICLE(S): a covered vehicle sold by the Yamaha Dealer for which the Yamaha Limited Warranty has expired, and which meets specific eligibility requirements. Used vehicles are not eligible for Y.E.S. Renewal Contract coverage.

LIMITED WARRANTY: the warranty which comes with the **new vehicle** from **Yamaha** at no charge to the **customer**.

HULL AND DECK/STRUCTURAL LIMITED WARRANTY: (Yamaha Boats) the warranty on the hull and deck of a new Yamaha Boat which comes with the vehicle from Yamaha at no charge to the customer. Refer to the Warranty Statement that

YAMAHA BOAT ENGINE AND COMPONENTS LIMITED WARRANTY: the warranty on the engine and components other than the hull and deck which comes with the **vehicle** from **Yamaha** at no charge to the **customer**. Refer to the Warranty Statement that came with **your** purchase.

PRE-EXISTING CONDITION(S): defects on used **vehicles** which were present on the purchase date of the **Y.E.S. Contract**.

STORAGE: following the procedures outlined in the owner's manual for the covered vehicle under the section entitled "STORAGE."

### GENERAL PROVISION

This Y.E.S. Contract governs a specific agreement between Yamaha and the customer which is applicable exclusively to the covered vehicle. Yamaha will, without cost to the customer and subject to the conditions and exclusions of this VII.5.S. Contract, repair or replace parts damaged as a rasult of a mechanical breakdown when the covered vehicle is made available for repairs at a Yamaha Dealer. At Yamaha's discretion, replacement parts used in covered repairs will be genuine Yamaha new, genuine Yamaha remanufactured, or parts of like kind and quality.

# CUSTOMER'S RESPONSIBILITY

The **customer's** responsibility under this **Y.E.S. Contract** shall be to:

Derate and maintain the vehicle as specified in the appropriate owner's manual. (In Minnesotta, if the vehicle was not equipped with an owner's manual when you purchased the vehicle, upon your request, and for a fee, Yamaha will provide you with an owner's manual which lists the manufacturer's maintenance schedule.)
Give notice to a Yamaha Dealer of any and all apparent defects within ten (10) days after discovery, and make the covered vehicle available at that time for inspection and repairs at such Yamaha Dealer's place of business.
Either (a) use the maintenance log provided with the Y.E.S. Contract and have it verified by the Yamaha Dealer that performs the services or repairs, or (b) keep receipts and other records that show the dates, mileage, elapsed hours of use (if applicable), costs, services, and repairs performed (including storage).
Follow Yamaha guidelines for the quality and type of fuel, oil, and lubricants used. Failure to follow guidelines in the appropriate owner's manual may result in denial of certain claims.
Follow the guidelines on storage of the vehicle. Failure to properly store your vehicle may result in denial of engine related mechanical breakdown claims.

vehicle may result in denial of engine related mechanical breakdown claims. 
YAMAHA'S LIABILITY
Yamaha's liability under this Y.E.S. Contract shall not exceed the actual cash value of the vehicle at the time of mechanical breakdown as determined by standard manuals for establishing vehicle value. THE TOTAL OF ALL CLAIMS PAID DURING THE TERM OF THE Y.E.S. CONTRACT SHALL IN NO EVENT EXCEED THE PRICE THE CUSTOMER PAID FOR THE VEHICLE. THE TOTAL OF ALL CLAIMS PAID DURING THE TERM OF THE Y.E.S. RENEWAL CONTRACT SHALL IN NO EVENT EXCEED 50% OF THE ORIGINAL MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP) OF THE VEHICLE OR \$10,000.00, WHICHEVER IS LESS. WHICHEVER IS LESS.

Our obligations to you are guaranteed under the Contractual Liability Insurance Policy (Reimbursement Insurance Policy) # 2699 issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604. You may file a claim with Yamahs's Y.E.S. Department at (866) 937-3983 or Virginia Surety Compan Inc. at (800) 209-6206.

California
Performance to you under this Y.E.S. Contract is guaranteed by a California performance to you under this FLS. Commach is guaranteed by a California approved insurance company, You may file a claim with the insurance company, Virginia Surety Company, Inc., if any promise made in the Y.E.S. Contract has been denied or has not been honored within sixty (60) days after the date proof of loss was filed. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at (800) 927-4357.

Connecticut
The State of Connecticut has established a process to settle disputes between
you and us arising from this Y.E.S. Contract. A written complaint may be mailed
to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 061420186, attn: Consumer Affairs. The complaint must include a description of the
dispute, the purchase price of this Y.E.S. Contract, the cost of repair, and a copy
of this Y.E.S. Contract.

### Indiana

Indiana
Your proof of payment to the Yamaha Dealer for this Y.E.S. Contract is consi
proof of payment to the insurance company.

**lowa**You may also contact the Iowa Insurance Commissioner at the following add Iowa Insurance Department, 6th Floor, Lucas State Office Building, Des Moir

Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guarantee Association.

Massachusetts
NOTICE TO CUSTOMER: THE COVERAGE YOU ARE BUYING IS NOT
REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE
BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURERS OR
SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE.
YOU CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE E WARRANTIES WHICH ARE AVAILABLE TO YOU WITHOUT THIS CONTRACT.

CONTRACT.

Minnesota: Express Warranty
Minnesota statue 325F.662 requires that every used motor vehicle sold by a dea
is covered by an express warranty which the dealer shall provide to the custome
At a minimum, the express warranty applies to the following terms: (1) if the used
motor vehicle has less than 36,000 miles, the warranty must remain in effect for
at least sixty (60) days or 2,500 miles, whichever comes first; (2) if the used moto
vehicle has 36,000 miles or more, but less than 75,000 miles, the warranty must
remain in effect for at least thirty (30) days or 1,000 miles, whichever comes first.
Some coverage afforded under this Y.E.S. Contract may be covered by the expre
warranty

New Hampshire
If you are not satisfied with the insurance company's response, you may contact
the New Hampshire Department of Insurance, 21 Fruit Street, Concord, NH 03301. (603) 271-2261.

If you are not satisfied with the services provided and/or your claim is not paid within sixty (60) days after proof of loss was filed, you may file a claim directly the insurance company, Virginia Surety Company, Inc., 175 West Jackson Blv Chicago, IL 60604. (800) 209-6206.

This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department

South Carolina
Complaints or questions concerning the regulation of service contracts may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29201-3105. (803) 737-6160.

**Texas**Unresolved complaints or questions concerning the regulation of service contracts may be directed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711. (800) 803-9202

This Y.E.S. Contract is subject to limited regulation by the office of the Commissioner of Insurance.

To transfer the Y.E.S. Contract from you to the subsequent customer, it is re that a transfer of registration and inspection be performed by a Yamaha Deale A reasonable dealer imposed fee may be charged for this inspection. Transfer registration must take place within fifteen (15) days of ownership change. At the time of transfer of registration, the customer will be required to provide all required time of transfer of registration, ine customer will be required to provide an inequired maintenance receipts or the properly completed maintenance log to the new owner. Although there is no transfer fee to transfer this Y.E.S. Contract, any dealer charge for performing any inspections necessary will be

### THE TERM OF THE Y.E.S. CONTRACT

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FOR A Y.E.S. RENEWAL CONTRACT
The term of the Y.E.S. Renewal Contract for your Yamaha vehicle is the number of months of Y.E.S. Renewal Contract coverage purchased and begins on the or your Original Y.E.S. Contract coverage expires. The Y.E.S. Renewal Contract term expires on the date shown in the Declarations.

The coverage afforded by this Y.E.S. Contract is still available should the Y.E.S. Contract term lapse while your vehicle is in the custody of the Yamaha Dealer undergoing a covered repair.

COVERAGE
During the term of to the customer: rm of the Y.E.S. Contract, any Yamaha Dealer will provide at no cost

- Repair or replacement of any part determined to be defective by Yamaha as a utl of a mechanical breakdown subject to the General and Specific Exclusions takined in this Y.E.S. Contract. All parts replaced under this Y.E.S. Contract come the property of Yamaha.

  TOWING REIMBURSEMENT: In the event of a mechanical breakdown,
- 2. TOWING REIMBURSEMENT: In the event of a mechanical breakdown, a towing reimbursement of up to fifty dollars (\$50.00) per occurrence will be provided if TOWING IS NOT COVERED BY OTHER INSURANCE OR "MOTOR CLUB" BENEFIT. This benefit applies during the Limited Warranty period as well as the Y.E.S. Contract period. To receive towing reimbursement, the customer must submit valid receipts for the towing expense to the Yamaha Dealer performing the repair of the mechanical breakdown.
  3. TRAVEL AND RECREATION INTERRUPTION PROTECTION (TRIP): In the event a mechanical breakdown occurs, reimbursement of up to two hundred and
- event a mechanical breakdown occurs, reimbursement of up to two hundred and fifty dollars (\$250.00) per occurrence will be provided for reasonable, legitimate expenses incurred because of the mechanical breakdown, such as food, lodging, phone calls, replacement vehicle rental, or other transportation. THIS BENEFIT DOES NOT APPLY TO EXPENSES COVERED BY INSURANCE OR OTHER BENEFITS. This benefit applies during the Limited Warranty period as well as the Y.E.S. Contract period. To receive TRIP reimbursement the customer must submit valid receipts for eligible expenses to the Yamaha Dealer performing the repair of the mechanical breakdown

GENERAL EXCLUSIONS
General Exclusions from this Y.E.S. Contract shall include any mechanical breakdown(s) caused by: competition or racing use; installation of parts or accessories that are not of like kind and quality to genuine Yamaha parts; abnormal strain, neglect, or abuse; lack of proper maintenance, including storage; accident or collision damage; contact with foreign materials or submersion; damage due to growth of marine organisms on surfaces; damage due to improper transportation; damage due to rust or corrosion; modification to original parts.

### SPECIFIC EXCLUSIONS

This Y.E.S. Contract does not cover:

- IN Y.E.S. Contract does not cover:

  NORMAL WEAR AND TEAR ITEMS. Some examples are tires, brake pads or shoes, brake rotors or drums, cables, clutch plates, hoses, fuses, spark plugs, final drive chains/belts, final drive sprockets, batteries, replacement filters, light bulbs, and fluids not required in conjunction with repairing a mechanical breakdown. Additional examples for Watercraft include the impeller, impeller liner, intake grille, mats, bumpers, body seals or gaskets, anodes, and control cables. Additional examples for Snowmobiles include: skis and ski runners; track; wear strips; suspension wheels, guide wheels, and/or any wheel under the track; slider runners; sliding frame; shock absorbers; and clutch weights, rollers, pins, and bushings.

  Mechanical breakdown caused by improper storage. The customer must have proof that proper storage procedures have been completed if requested by Yamaha in relation to a specific mechanical breakdown.

  If a particular mechanical breakdown is caused by operation or maintenance other than as shown in the applicable owner's manual, that mechanical breakdown will not be covered by this Y.E.S. Contract.

  Mechanical breakdown(s) caused by parts that have failed due to improper maintenance.

- maintenance. APPEARANCE-RELATED DAMAGE such as scratches, nicks, dents, fading paint and trim, tears, corrosion, gel coat stress cracks, and growth of marine organisms on surfaces.

- AUDIO COMPONENTS.
- Mechanical breakdown while the vehicle is under the Yamaha Limited Warranty, and/or Yamaha Boat Engine and Components Limited Warranty, or when the component is covered by a manufacturer's modification or recall
- For **Yamaha** Boats: the hull and deck on **your new vehicle** are covered by the Hull and Deck/Structural Limited Warranty. Refer to the Warranty Statement that came with your purchase. This Y.E.S. Contract does not provide coverage for the hull and deck.

- that came with your purchase. This Y.E.S. Contract does not provide coverage for the hull and deck.

  9. For Snowmobiles: mechanical breakdown(s) caused by operation of the vehicle when there is not adequate snow.

  10. Damage from theft, fire, freezing, vandalism, riot, explosion, flood, hail, lightning, earthquake, windstorm, water, or collision.

  11. Mechanical breakdown or damage to ANY COMPONENT(S) caused by water, sand and/or corrosion, or impact with any underwater object.

  12. Loss which occurs due to failure to maintain proper fluid and/or lubricant levels as specified by Yamaha or due to improper oil/gas mixture ratios.

  13. FAILURE OF FINAL DRIVE CHAINS/ BELTS OR SPROCKETS, DAMAGE DUE TO FINAL DRIVE CHAINS/BELTS OR MAINS/BELTS OR MAIN
- commercial usage.

  NORMAL MAINTENANCE, ADJUSTMENTS, TUNE-UPS, PARTS OR LABOR

  NOT REQUIRED TO REPAIR A MECHANICAL BREAKDOWN, OR FLUIDS

  NOT REQUIRED IN CONJUNCTION WITH REPAIRING A MECHANICAL

  BREAKDOWN.
- BREAKDOWN.
  INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND INCLUDING LOSS OF USE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

- YOU.

  19. Failure to show proof of servicing may result in the denial of coverage.

  20. FOR USED VEHICLES, SEALS AND GASKETS ARE NOT COVERED, UNLESS THEY ARE REQUIRED TO REPAIR A MECHANICAL BREAKDOWN OF A PART OTHER THAN THE SEAL AND/OR GASKET.

  21. THIS YES. CONTRACT DOES NOT COVER REPAIR OR REPLACEMENT OF PISTONS AND/OR RINGS TO IMPROVE ENGINE COMPRESSION WHEN A MECHANICAL BREAKDOWN HAS NOT OCCURRED. LOSS OF ENGINE COMPRESSION IS NORMAL WEAR AND TEAR.

  22. Y.E.S. Contracts on used vehicles may not cover some pre-existing conditions. (Except in Minnesota.)

### **CLAIM PROCEDURE**

of a mechanical breakdown, the customer must follow these

Protect the vehicle to prevent further damage. Continued operation of the vehicle may result in damage that may not be covered by this Y.E.S. Contract. Return the vehicle within ten (10) days to the Yamaha Dealer who sold you this Y.E.S. Contract. If this is not possible, you can have the repairs done at another Yamaha Dealer. Provide the Yamaha Dealer with receipts for required maintenance or the validated maintenance log, if needed to authorize the repair.

When necessary, the **customer** will be required to authorize the **Yamaha Dealer** to tear down the **vehicle** for diagnostic evaluation. If there is not a **mechanical breakdown** covered by this **Y.E.S. Contract**, the **customer** is responsible for the costs of diagnosis and teardown

NOTE: When the repair work is completed, be sure to have your Y.E.S. Contract and your maintenance records returned to you. In case of an emergency repair outside of normal business hours, please follow the claim procedures outlined above or call Yamaha at (800) 962-7926 for further instructions.

### CANCELLATION

Cancellation By The Customer

You may cancel this Y.E.S. Contract at any time. To cancel, you must mail this
Y.E.S. Contract or provide written notice to the Yamaha Dealer who sold you this
Y.E.S. Contract. If you cancel this Y.E.S. Contract within the first thirty (30) days and you have not incurred a claim, a one hundred percent (100%) refund of the purchase price will be made less a twenty-five dollar (\$25.00) administrative fee. (In California: If you cancel this Y.E.S. Contract within the first sixty (60) days (in California: If you cancel this Y.E.S. Contract within the first sixty (60) days and you have not incurred a claim, a one hundred percent (100%) effund of the purchase price will be made less a twenty-five dollar (\$25.00) administrative fee, If you cancel this Y.E.S. Contract after thirty (30) days (60 days in California) or you have incurred a claim, a pro-rata refund will be made based upon the time used, less an administrative fee of twenty-five dollars (\$25.00). For new vehicles, the original date the Yamaha Limited Warranty went into effect is used to calculate the elapsed term of the Y.E.S. Contract. All refunds will be paid to you or to the lienholder, if applicable, by the Yamaha Dealer who sold you this Y.E.S. Contract.

Cancellation By Yamaha
Yamaha may cancel this Y.E.S. Contract for any reason within the first thirty (30) days. If we cancel this Y.E.S. Contract during the first thirty (30) days and you have not incurred a claim, a one hundred percent (100%) refund of the purchase price will be made. After thirty (30) days, Yamaha may cancel this Y.E.S. Contract

- for the following reasons:

   if you have not paid for the Y.E.S. Contract;
   if there has been a material misrepresentation or fraud at the time of sale of this Y.E.S. Contract;
- except in New Hampshire, Nevada, New Mexico and Utah: if **you** have failed to maintain **your vehicle** as prescribed by the manufacturer; or other substantial breach of duties.

If Yamaha cancels this Y.E.S. Contract after thirty (30) days, a pro-rata refund will be made based upon the time used. Yamaha will notify you in writing fifteen (15) days prior to canceling this Contract. For new vehicles, the original date the Yamaha Limited Warranty went into effect is used to calculate the elapsed term of the Y.E.S. Contract. All refunds will be paid to you or to the lienholder, if applicable, by the Yamaha Dealer who sold you this Y.E.S. Contract. If this Y.E.S. Contract is financed, and your vehicle is a total loss or is repossessed, you authorize your lienholder to cancel this Y.E.S. Contractive the refund.

This Y.E.S. Contract is amended to comply with the following state require

Alabama, Hawaii, Iowa, Maryland, Nevada, New York, South Carolina, Texas, Vermont, & Wyoming Cancellation Section is amended to include:

### Cancellation During the "Free-Look" Period

Cancellation During the Free-Look Period

If you cancel this Y.E.S. Contract within twenty (20) days of receipt of this Y.E.S.

Contract and have not incurred a claim, this Y.E.S. Contract shall be void and you will receive a full refund of the Y.E.S. Contract charge. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Y.E.S. Contract to Yamaha. The provisions of this paragraph only apply to the original purchaser of this Y.E.S. Contract. The refund will be paid to you, or a person you authorize.

If Yamaha cancels this Y.E.S. Contract, the administrative fee is not applicable and Yamaha will mail you written notice fifteen (15) days prior to cancellation.

California, Georgia, Illinois, North Carolina, Oklahoma Cancellation Section is amended to include:

If you cancel this Y.E.S. Contract within the first thirty (30) days, the administrativi fee is twenty-five dollars (\$25.00) or ten percent (10%) of the Y.E.S. Contract charge, whichever is less. If this Y.E.S. Contract is canceled after thirty (30) days, the administrative fee is twenty-five dollars (\$25.00) or ten percent (10%) of the pro-rata refund, whichever is less.

Georgia
Should Yamaha fail to refund the unearned consideration, you have the right to receive the refund directly from Virginia Surety Company, Inc.

New Hampshire
Cancellation Section is amended to delete the twenty-five dollar (\$25.00) administrative fee.