

KAWASAKI

PROTECTION PLUS™



ALL STATES

CONTRACT HOLDER INFORMATION

LAST NAME		FIRST NAME		MI	TELEPHONE NUMBER
ADDRESS		CITY		ST	ZIP
MODEL	MODEL YEAR	VIN/SERIAL NUMBER	ENGINE NUMBER	ODOMETER READING	
RETAIL DATE (MM/DD/YY)		LIMITED WARRANTY TERM			

KAWASAKI PROTECTION PLUS

Initial K.P.P.: The Contract Term begins the day following expiration of the Kawasaki Limited Warranty.
Renewal K.P.P.: The Contract Term begins the day following expiration of the current Kawasaki Protection Plus contract.
Pre-Owned K.P.P.: The Contract Term begins on the Contract Purchase Date shown above.

PROGRAM (CHECK TO INDICATE) INITIAL K.P.P. RENEWAL K.P.P. PRE-OWNED K.P.P.

CONTRACT TERM (CHECK TO INDICATE) 12 MONTHS 24 MONTHS 36 MONTHS 48 MONTHS

CONTRACT PURCHASE DATE (MM/DD/YY)	CONTRACT EXPIRATION DATE (MM/DD/YY)	CONTRACT PURCHASE PRICE \$
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DEALER INFORMATION

DEALER NAME		DEALER NUMBER	TELEPHONE NUMBER	
DEALER ADDRESS		CITY	ST	ZIP
SALESPERSON				

LIENHOLDER INFORMATION

LIENHOLDER NAME			TELEPHONE NUMBER	
ADDRESS		CITY	ST	ZIP

AUTHORIZED SIGNATURE

By signing below, I, the Owner, acknowledge that I have read, understand, and agree to be bound by the terms and conditions of the Kawasaki Protection Plus contract.

OWNER'S SIGNATURE	DEALER'S SIGNATURE
X	X
Name:	Name/Title:

This **Kawasaki Protection Plus** (hereinafter “**K.P.P.**” or the “**Contract**”) contract is between the Owner identified above and **Kawasaki Motors Corp., U.S.A., 9950 Jeronimo Road, Irvine, California, 92618** (hereinafter “**Kawasaki**”). Purchase of this Contract is not required in order to purchase, register or obtain financing for a Product covered by this Contract. K.P.P. is not an insurance policy. Unless otherwise noted, obligations of Kawasaki under this Contract are backed by the full faith and credit of Kawasaki. Any questions or complaints regarding the K.P.P. may be directed to Consumer Services toll free at 866-802-9381.

DEFINITIONS

- “**Dealer**” means the service contract seller who sells the service contract to the consumer.
- “**Kawasaki**” means Kawasaki Motors Corp., U.S.A., 9950 Jeronimo Road, Irvine, California, 800-357-8540.
- “**Owner**” means the service contract holder who is the purchaser or holder of this Contract.
- “**Contract**” means this Kawasaki Protection Plus service contract between the Owner and Kawasaki.
- “**Contract Purchase Price**” means the provider fee paid in consideration by a consumer for this Contract.
- “**Contract Purchase Date**” means the date on which coverage under the Contract was purchased by the Owner.
- “**Contract Term Start Date**” means the date on which coverage under the Contract becomes effective. For Initial K.P.P., the Contract Term Start Date is the day following expiration of the Kawasaki Limited Warranty. For Renewal K.P.P., the Contract Term Start Date is the day following expiration of the current K.P.P. for that Product. For Pre-Owned K.P.P., the Contract Term Start Date is the Contract Purchase Date shown above.
- “**Pre-Existing Condition**” means defects on Pre-Owned Products that were present on the Contract Purchase Date.
- “**Pre-Owned Product**” means a Product previously owned by someone other than Kawasaki, Dealer or Owner.
- “**Product**” means any product manufactured by Kawasaki.
- “**Retail Purchase Date**” means the date on which the Product was purchased.
- “**Manufacturing Defect**” means the failure of a covered Kawasaki part or component to functionally perform due solely to defects in material or factory workmanship. See “**Exclusions from Coverage**” for items or occurrences that are not covered.

OWNER’S OBLIGATIONS

To maintain coverage, the Owner must perform the owner’s obligations, and operate and maintain the Product as outlined in the Owner’s Manual. Service inspections, adjustments, and replacements in accordance with the time and mileage intervals and other recommendations given in the maintenance schedule are essential. The Owner is responsible for paying all maintenance costs, including scheduled periodic service costs. Keep receipts and other records showing that proper maintenance and service have been performed.

OWNER’S INITIALS: _____

COVERAGE

This Contract covers Kawasaki parts and components originally supplied with the Product and any Kawasaki parts or components replaced under the Kawasaki Limited Warranty or this Contract. During the Contract Term, any covered part or component found by Kawasaki to have experienced a Manufacturing Defect shall be repaired or replaced, at Kawasaki’s option, without charge for material or labor with genuine Kawasaki parts or components only. There is no mileage limitation or deductible charge on covered items during the Contract Term. This Contract does not cover the items or occurrences identified in the “**Exclusions from Coverage**” section, below. It is the Owner’s responsibility to protect against further damage.

OWNER’S INITIALS: _____

HOW TO OBTAIN COVERAGE

Covered repair or replacement may only be obtained during the normal business hours at any Kawasaki dealer located within the United States of America that is authorized to repair the Product. To find the nearest authorized Kawasaki dealer to inquire about obtaining repairs or replacements, call Consumer Services toll-free: 866-802-9381. The Owner does not need to seek prior approval from Kawasaki prior to contacting a Kawasaki dealer for covered repairs or replacements.

OWNER’S INITIALS: _____

ADDITIONAL BENEFITS (ON-ROAD MOTORCYCLES ONLY)

Emergency Road Service consists of the additional services listed below. The Owner is responsible for any costs incurred over the maximum amounts or as otherwise indicated below.

- **Flat Tire Towing Service:** In the event of a flat tire on the Product, we will arrange to have the Product transported to the nearest tire repair facility up to a maximum cost of \$250.00 for all services.
- **Battery Service:** In the event the Product will not start due to a weak or “run down” battery, we will arrange for a service provider to boost or jump-start the Product with a booster battery up to a maximum cost of \$100.00.
- **Delivery Service:** We will arrange for the delivery of emergency supplies of gasoline, oil or water and other accessories and supplies as may be required and available. The Owner is responsible for the cost of supplies delivered.
- **Towing Service:** In the event the Product is disabled, we will arrange to have the Product transported to a destination of the Owner’s choice for a maximum cost of \$250.00.

Emergency Road Service is provided through Nation Motor Club, LLC with administrative offices at 800 Yamato Road, Suite 100, Boca Raton, FL 33431. For assistance, call toll-free **1-866-286-6587**. When calling for roadside assistance, the Owner must provide: (1) Member ID (i.e. the Product’s Vehicle Identification Number), (2) the Owner’s name, (3) a callback telephone number, (4) the service requested, (5) Product information, (6) license plate information, (7) the location of the Product, and (8) a tow-to destination (if known). If prompted, provide Producer Code: 10022 and Plan Letter(s): “KM”.

- **For Alabama, Alaska, Utah and Virginia** members, services are provided by Nation Safe Drivers Services, Inc. at 800 Yamato Road, Suite 100, Boca Raton, FL 33431.
- **For California** members, services are provided by Nation Motor Club, LLC, California Motor Club Permit Number 5157-3. All other contact information for Nation Motor Club, LLC remains the same.

Availability: Emergency Road Service is available during the Contract Term. No deductible applies to the Emergency Road Service benefits, but the Owner is responsible for any costs incurred over the maximum amounts or as otherwise indicated above. The Owner is entitled to one paid benefit per seventy-two (72) hour period and no more than five (5) dispatched services per Owner’s yearly membership term.

Limitations: The Emergency Road Service will not be available in unpaved areas not regularly traveled, such as vacant lots, beaches, open fields or other places where it would be hazardous for service provider vehicles to reach (“out of bounds areas”). Nation Motor Club, Inc. will not be responsible for vehicles located in such out of bounds areas. In certain instances a service provider may not be available for non-out of bounds areas. In that event, they will so advise you to contact your own towing service or emergency roadside assistance provider and you will be entitled to reimbursement from Nation Motor Club, Inc. for any such documented services up to \$250.00.

OWNER’S INITIALS: _____

TRANSFER RIGHTS

THIS CONTRACT MAY BE TRANSFERRED, IN CONNECTION WITH A TRANSFER OF THE PRODUCT, TO A SUBSEQUENT OWNER BEFORE THE EXPIRATION DATE WITHOUT PAYMENT OF A TRANSFER FEE. As part of the transfer process, the Product and the Contract must be re-registered in the name of the subsequent Owner within thirty (30) days of transfer and all maintenance records must accompany transfer of the Product for use by the subsequent Owner. Contact any authorized Kawasaki dealer or Kawasaki for assistance with making a transfer.

OWNER’S INITIALS: _____

CANCELLATION

1. The Owner may cancel this Contract at any time, including when a loss of the Product occurs or when the Owner sells the Product without transfer of this Contract. To cancel, the Owner must submit a written request to the Dealer or directly to Kawasaki if the Dealer is no longer doing business.
2. **Free Look Period:** If the Contract is cancelled within thirty (30) days of the Contract Purchase Date and no claims have been incurred, the Owner will receive a full refund of the Contract Purchase Price.
3. **Cancellation by Owner:** Except as otherwise provided under “**State Specific Provisions**” below, if the Owner cancels this Contract more than thirty (30) days, but less than sixty (60) days from the Contract Purchase Date and no claims have been filed, the Owner will receive a full refund of the Contract Purchase Price. If this Contract is cancelled after the first sixty (60) days or if a claim has been filed, the unearned Contract Purchase Price will be refunded, calculated on a pro rata basis. The pro rata refund will be equal to the amount produced by (a) multiplying (1) the Contract Purchase Price by (2) the number of covered months (or portions thereof) remaining under the Contract Term compared to the total number of months under the Contract Term, less (b) a cancellation fee of twenty-five dollars (\$25). In the event of cancellation of a financed Contract, the Lienholder identified on this Contract, if any, will be issued a cancellation refund check in its name, as its interest may appear. All refunds will be issued by the Dealer. In the event the Dealer is not currently doing business, contact Kawasaki for refund assistance.
4. **Cancellation by Kawasaki:** Except as otherwise provided under “**State Specific Provisions**” below, Kawasaki may cancel this Contract based on one or more of the following reasons: (a) non-payment of the Contract Purchase Price; (b) a material misrepresentation made by the Owner; (c) a substantial breach of duties by the Owner under this Contract relating to the Product or its use; or (d) if at any time during the Contract Term the Product is found not to meet Kawasaki’s eligibility terms of the Contract. Based upon these reasons, Kawasaki reserves the right to deny any pending claim and cancel the Contract. If Kawasaki cancels this Contract, it will refund the unearned Contract Purchase Price to the Owner calculated on a pro rata basis. The refund will be equal to the amount produced by (a) multiplying (1) the Contract Purchase Price by (2) the number of covered months (or portions thereof) remaining under the Contract Term compared to the total number of months under the Contract Term, less (b) a cancellation fee of twenty-five dollars (\$25). In the event of cancellation, the Lienholder identified on this Contract, if any, will be named on the cancellation refund check, as its interest may appear.
5. **Cancellation by Lienholder:** If the Product and this Contract have been financed, the Lienholder shown on this Contract may cancel this Contract for non-payment or if the Product is declared a total loss or is repossessed. This right of cancellation does not confer ownership of this Contract to the Lienholder or otherwise entitle the Lienholder to performance under this Contract.
6. **Refund Penalty:** If Kawasaki does not pay or credit the refund owed to the Owner within thirty (30) days of Kawasaki’s receipt of Owner’s written cancellation request, a ten percent (10%) penalty per month will be added to the refund owed.

OWNER’S INITIALS: _____

DAMAGES LIMITATIONS AND EXCLUSIONS

Unless otherwise prohibited by law, Kawasaki’s liability for breach of this agreement shall not exceed the value of repairs (including parts and labor) found to have been improperly or wrongfully denied. KAWASAKI SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, LOSS OF USE OF THE PRODUCT, EXPENSE OF RETURNING THE PRODUCT TO AN AUTHORIZED KAWASAKI DEALER, PERSONAL INJURY OR DAMAGES TO PROPERTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

OWNER’S INITIALS: _____

EXCLUSIONS FROM COVERAGE

1. Failures which are not due to a defect in material or factory workmanship.
2. Repairs performed by and parts and service received from an entity other than an authorized Kawasaki dealer.
3. Rental products and Products engaged in racing or competition.
4. Repair or replacement required as a result of (i) accident or collision; (ii) misuse, abuse or neglect; (iii) lack of reasonable and proper maintenance; (iv) repairs improperly performed or replacement parts improperly installed by an entity other than an authorized Kawasaki dealer; (v) use of replacement parts or accessories not conforming to Kawasaki specifications which adversely affect performance and/or durability; (vi) alterations or modifications not recommended or approved in writing by Kawasaki; or (vii) wear and deterioration (including loss of engine compression) occasioned by the use of the Product.
5. Regular maintenance service, adjustments or replacement of expendable maintenance items as outlined in the Owner's Manual, including, but not limited to: filters, spark plugs, brake shoes/pads, impellers and intake grilles, mats, pads, and bumpers.
6. Damage resulting from use of non-recommended lubricant and coolant or the lack thereof.
7. Damage to, or replacement of, belts, tires, chains, sprockets, batteries, bulbs, accessories, cosmetic appearance, gel coat stress cracks, watercraft hulls and handle poles.
8. Damage as a result of sand, water, rust and/or rocks.
9. Damage as a result of excess load, including from occupants and/or cargo; and tow loads in excess of maximum weights as specified in the Owner's Manual.
10. Deterioration from the elements.
11. Pre-Existing conditions on Pre-Owned Products unless such Pre-Existing conditions were covered under the Kawasaki Limited Warranty or any preceding K.P.P. and this Contract was purchased before expiration of such warranty or preceding K.P.P.

OWNER'S INITIALS: _____

STATE SPECIFIC PROVISIONS

ALASKA: This Contract is paid for with additional consideration and is separate and distinct from the Kawasaki Limited Warranty.

ARIZONA: No claim incurred or paid shall be deducted from the amount of any refund.

CALIFORNIA: During the Free Look Period and through the first sixty (60) days from the Contract Purchase Date, even if a claim has been filed, no administrative fee or cancellation fee will be deducted from the refund. After this period, any administrative fee or cancellation fee charged for return or cancellation of the Contract will not exceed the lesser of 10% of the Contract Purchase Price and twenty-five dollars (\$25). Kawasaki may cancel this Contract within sixty (60) days from the Contract Purchase Date for any reason and the Owner is entitled to a full refund, less claims paid. After sixty (60) days from the Contract Purchase Date, Kawasaki may not cancel this Contract except for non-payment of the Contract Purchase Price, or material misrepresentation or fraud by the Owner.

COLORADO: Obligations of Kawasaki under this Contract with respect to sales of on-road motorcycles only are covered under a motor vehicle service contract reimbursement insurance policy issued by American Bankers Insurance Company, policy number SFM-5467-CO-1,11222 Quail Roost Drive, Miami, Florida 33157-6596. Should Kawasaki fail to pay or provide service on any claim as provided in this Contract, the Owner may make a claim directly against the insurance company by calling (305) 253-2244 or writing to the address provided in the preceding sentence.

CONNECTICUT: Owners have the right to file a written complaint with the Connecticut Insurance Department, which may be contacted in accordance with Conn. Gen. Stat. §42-260-3 at State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs.

FLORIDA: During the Free Look Period and through the first sixty (60) days from the Contract Purchase Date, even if a claim has been filed, the entire Contract Purchase Price, less any claims paid and an administrative fee not to exceed 5% of the Contract Purchase Price, will be refunded. After this period, not less than 90% of the unearned Contract Purchase Price on a pro rata basis, less any claims paid, will be refunded. Kawasaki may not cancel the Contract following the sixtieth (60th) day from the Contract Purchase Date except for those reasons provided for under “**Cancellation**” of this Contract. Upon cancellation by Kawasaki, the Owner is entitled to the refund provided for under “**Cancellation**”, less claims paid, and with no deduction for an administrative or cancellation fee. The Contract Purchase Price is not subject to regulation by the Florida Department of Insurance Regulation. Kawasaki’s license number is #65500.

IDAHO: Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Association. Obligations of Kawasaki under this Contract are guaranteed under a service contract liability policy issued by American Bankers Insurance Company, 11222 Quail Roost Drive, Miami, Florida 33157-6596. Should Kawasaki fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, the Owner is entitled to make a claim directly against the insurance company by calling (305) 253-2244.

ILLINOIS: Any administrative fee or cancellation fee charged for return or cancellation of the Contract will not exceed the lesser of 10% of the Contract Purchase Price and twenty-five dollars (\$25).

INDIANA: This contract is not insurance and is not subject to Indiana insurance law.

LOUISIANA: No claim incurred or paid shall be deducted from the amount of any refund.

MAINE: Obligations of Kawasaki under this Contract are not guaranteed under a service contract reimbursement insurance policy. After the Free Look Period and through the first sixty (60) days from the Contract Purchase Date, any administrative fee or cancellation fee charged for return or cancellation of the Contract will not exceed 10% of the Contract Purchase Price.

MISSOURI: Obligations of Kawasaki under this Contract are not guaranteed under a service contract reimbursement insurance policy. During the Free Look Period, even if a claim has been filed, the entire Contract Purchase Price, less any claims paid, will be refunded with no deduction for an administrative fee or cancellation fee.

NEVADA/NEW MEXICO: Once the Contract is in effect for at least seventy (70) days, Kawasaki may not cancel the Contract before the expiration of the contract term or one (1) year after the Contract Term Start Date, whichever occurs first, except on any of the following grounds: (1) failure of the Owner to pay an amount when due, (2) conviction of the Owner of a crime which results in an increase in the service required, (3) discovery of fraud or material misrepresentation by the Owner in obtaining the Contract, or presenting a claim for service thereunder, (4) discovery of (i) an act or omission by the Owner, or (ii) a violation by the Owner of any condition of the Contract, which occurred after the Contract Term Start Date and which substantially and materially increases the service required under the Contract, or (5) in Nevada only, a material change in the nature or extent of the required service or repair which occurs after the Contract Term Start Date which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was issued or sold. In Nevada, in the event Kawasaki cancels this Contract, such cancellation will become effective 15 days after the notice of cancellation is mailed to the Owner. In Nevada, for purposes of clarity, during the Free Look Period and through the first sixty (60) days from the Contract Purchase Date, any Refund Penalty owed under “**Cancellation**” will apply to the full refund of the Contract Purchase Price.

NEW HAMPSHIRE: In the event you do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Department by mail at 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, or by phone at 1-800-852-3416 or 1-603-271-1406.

NEW JERSEY: In the event Kawasaki cancels this Contract, Kawasaki will deliver at least five (5) days prior to the effective date of cancellation, a written notice to the Owner at the Owner’s last known address describing the reason for, and the effective date of, cancellation. Such notice will not be required if the cancellation is due to the Owner’s nonpayment of the Contract Purchase Price, a material misrepresentation or omission by the Owner, or a substantial breach of the Owner’s contractual obligations concerning the Product or its use. This Contract is not insured by a reimbursement insurance policy.

OREGON: Any dispute arising under or related to this Contract may be resolved by arbitration administered by the American Arbitration Association if mutually agreed to by the Owner and Kawasaki at the time of the dispute. The arbitrator shall administer and conduct any arbitration in accordance with Oregon law, without reference to rules of conflict of law. The arbitration shall take place in Oregon, or in such other location as may be mutually agreed to by the Owner and Kawasaki.

SOUTH CAROLINA: In the event of a dispute with Kawasaki, the Owner may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201, telephone 1-800-768-3467.

TEXAS: The Contract may be cancelled at any time after the Contract Purchase Date. If the Contract is cancelled by the Owner before the thirty-first (31st) day after the Contract Purchase Date, Kawasaki will refund, without the imposition of a cancellation or administrative fee, the entire Contract Purchase Price, less any claims paid. If the Contract is cancelled by the Owner after the thirty-first (31st) day following the Contract Purchase Date, Kawasaki will refund the unearned Contract Purchase Price on a pro rata basis calculated in the manner described under “**Cancellation**” of this Contract, less a cancellation fee of twenty-five dollars (\$25). If the Contract is cancelled by Kawasaki, no administrative fee or cancellation fee will be deducted from the refund. Owners requesting additional information, or in the event of a problem that cannot be resolved with Kawasaki, may contact the Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas 78711, telephone 512-463-6599.

WASHINGTON: Coverage under this Contract will not be denied due to failure of the Owner to comply with the maintenance obligations set forth under “**Owner’s Obligations**” of this Contract, unless the failure to maintain the Product involved the failed part or parts. The implied warranty of merchantability on the Product is not waived if the Contract has been purchased within ninety (90) days of the Retail Purchase Date from Kawasaki or the Dealer who also sold the Product covered by the Contract. Kawasaki may not cancel this Contract during the first sixty (60) days following the Contract Purchase Date. Arbitration proceedings may be held at a location in closest proximity to the Owner’s permanent residence.

WISCONSIN: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. After the Free Look Period and through the first sixty (60) days from the Contract Purchase Date, any administrative fee or cancellation fee charged for return or cancellation of the Contract will not exceed 10% of the Contract Purchase Price. Kawasaki may only cancel this Contract in the event of the Owner’s failure to pay the Contract Purchase Price, a material misrepresentation by the Owner, or a substantial breach of duties by the Owner relating to the Product or its use. In the event of cancellation by Kawasaki, Kawasaki will refund the unearned pro rata Contract Purchase Price, less claims paid and a cancellation fee not to exceed 10% of the Contract Purchase Price.

WYOMING: Any dispute arising under or related to this Contract may be resolved by arbitration administered by the American Arbitration Association and the results of that arbitration may be binding if mutually agreed to in writing by the Owner and Kawasaki. The arbitration shall take place in Wyoming.

OWNER’S INITIALS: _____

RENEWAL

K.P.P. may be renewed (excluding Pre-Owned K.P.P., which may not be renewed) by contacting your local dealer or by visiting <https://kpp.kawasaki.com/Home>.

OWNER’S INITIALS: _____

ONE-YEAR LIMITATION ON INITIATING A DISPUTE OR CLAIM OF BREACH

Unless otherwise prohibited by law, a dispute or claim for breach of this Contract must be initiated within one year after the date on which the breach occurs.

OWNER’S INITIALS: _____

DISPUTES RESOLVED BY BINDING ARBITRATION

Except as noted below or as provided under “**State Specific Provisions**” and unless otherwise prohibited by law, any dispute arising under or related to this Contract shall be resolved through binding arbitration administered by the American Arbitration Association (“AAA”). For information about AAA arbitration, or to initiate a request for arbitration of a dispute, contact AAA at:

American Arbitration Association
1633 Broadway, 10th Floor
New York, NY 10019
1-800-778-7879
www.adr.org

A judgment based on an arbitration award may be entered by any court with jurisdiction over the parties to this Contract. **Note:** Any dispute or claim that falls within the jurisdiction of a Small Claims court may be brought in that court, or made the subject of an arbitration proceeding under this section, at the election of the Owner.

OWNER’S INITIALS: _____