

**STATE OF WASHINGTON  
YAMAHA EXTENDED SERVICE CONTRACT  
YAMAHA ATV, 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.

**DEFINITIONS**

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

**Yamaha, Genuine Yamaha, we or our:** YAMAHA MOTOR CORPORATION, U.S.A. (Service Contract Provider).

**Y.E.S. Contract:** this Yamaha Extended Service Contract 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 Identified Vehicle.

**Customer, you or your:** the owner of record of the Vehicle shown in the Declarations registered with Yamaha.

**Covered vehicle or vehicle or your vehicle:** the ATV, Snowmobile, Watercraft or Generator shown in the Declarations.

**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 breakdown:** 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 Continental United States including Alaska and for Watercraft, Hawaii.

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 purchase.

**Used vehicle(s):** an ATV, Snowmobile or Watercraft sold by the Yamaha Dealer for which the Yamaha Limited Warranty has expired, and which meets specific eligibility requirements.

**Limited Warranty:** is the warranty which comes with the Vehicle from Yamaha at no charge to the Customer.

**Sport Boat Hull and Deck Limited Warranty:** the five (5) year warranty on the hull and deck of a Sport Boat which comes with the Vehicle from Yamaha at no charge to the Customer. Refer to the Warranty Statement that came with Your purchase.

**Sport Boat Components Limited Warranty:** the one (1) year warranty on everything except the hull and deck of a Sport Boat 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:** defects on Used Vehicle(s) 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 PROVISIONS**

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 Y.E.S. Contract, repair or replace parts damaged as a result 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.

**IMPLIED WARRANTY**

The Implied Warranty of Merchantability on your vehicle is not waived if the Y.E.S. Contract has been purchased within ninety (90) days of the purchase date of the vehicle from the Yamaha Dealer who also sold the vehicle covered by this Y.E.S. Contract.

**CUSTOMER'S RESPONSIBILITY**

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

- Operate and maintain the vehicle as specified in the appropriate owner's manual.
- 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.
- The customer must 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) the customer must keep receipts and other records that show the dates, mileage, elapsed hours of use (if applicable), costs, services and repairs performed (including storage).
- The customer must follow Yamaha guidelines for the quality and type of fuel, oil and lubricants used. Failure to follow guidelines in the appropriate owner's manual will result in denial of a claim if the failure involves a part that was not maintained properly.
- Follow the guidelines on storage of the vehicle. Failure to properly store your 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.

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

**TRANSFER RIGHTS**

This Y.E.S. Contract is transferable. To transfer the Y.E.S. Contract from you to the subsequent customer, it is required that a transfer of registration and inspection be performed by a Yamaha Dealer. A reasonable dealer imposed fee may be charged for this inspection. This transfer of 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 maintenance receipts or the properly completed maintenance log to the new owner. Although there is no transfer fee to transfer this contract, any dealer charges for performing any inspections necessary will be the customer's responsibility.

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

**FOR NEW VEHICLES**

The term of the Y.E.S. Contract for your new vehicle is the Yamaha Limited Warranty period plus the number of months of Y.E.S. Contract coverage purchased. Yamaha Limited Warranty periods vary. The Y.E.S. Contract term expires on the date shown in the declarations.

**FOR USED VEHICLES**

The term of the Y.E.S. Contract for your used Yamaha vehicle is the number of months of Y.E.S. Contract coverage purchased at the time of used vehicle sale, and is shown in the declarations. The used vehicle is eligible only if the Yamaha Dealer sells (sold) you the used vehicle and the Y.E.S. Contract on the same day. Yamaha will not provide coverage for used vehicles which are not sold by the Yamaha Dealer.

**COVERAGE**

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

- Repair or replacement of any part determined to be defective by Yamaha as a result of a mechanical breakdown subject to the General and Specific Exclusions contained in this Y.E.S. Contract. All parts replaced under this Y.E.S. Contract become the property of Yamaha.
- 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 A "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.
- Travel and Recreation Interruption Protection (TRIP):** In the 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 BENEFIT PROGRAMS. 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 breakdowns 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; maintenance related failures caused by 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:

- 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, fluids not required in conjunction with repairing a mechanical breakdown. Additional examples for Watercraft include the impeller, impeller liner and intake grille, mats, bumpers, body seals or gaskets and anodes, control cables and spark plugs. Additional examples for Snowmobiles include skis and ski runners; track; wear strips; suspension wheels, guide wheels, and/or any wheel under the track; slide 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 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.
- 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. Seats, padding, upholstery, cushions, fabric, vinyl, stitching; stains on or damage or wear to seats, padding, upholstery, cushions, fabric, vinyl and stitching.
- Audio components.
- Mechanical breakdown** while the vehicle is under the Yamaha Limited Warranty or the Sport Boat Components Limited Warranty or when the component is covered by a manufacturer's modification or recall program.
- For Sport Boats: the hull and deck on your vehicle are covered by the Sport Boat Hull and Deck Limited Warranty for a period of five (5) years. This Y.E.S. Contract does not provide coverage for the hull and deck.
- For Snowmobiles: **mechanical breakdown(s)** caused by operation of the vehicle when there is not adequate snow.
- Damage from theft, fire, freezing, vandalism, riot, explosion, flood, hail, lightning, earthquake, windstorm, water, or collision.
- Mechanical breakdown** or damage to ANY COMPONENTS caused by water, sand and/or corrosion, or impact with any underwater object.
- 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.

- FAILURE OF FINAL DRIVE CHAINS/ BELTS OR SPROCKETS. DAMAGE DUE TO FINAL DRIVE CHAIN/BELT BREAKAGE.
- Damage due to alteration, modification or use of the covered vehicle not recommended by Yamaha.
- Damage due to failure of "non-stock" or modified parts.
- Vehicles used for commercial purposes. Examples of commercial use are: rental, delivery, hauling for hire, police, harbor patrol or emergency services. In general, if a vehicle will be used to make a profit, it is considered commercial usage.
- NORMAL MAINTENANCE, ADJUSTMENTS, TUNE-UPS, PARTS OR LABOR NOT REQUIRED TO REPAIR A MECHANICAL BREAKDOWN. FLUIDS NOT REQUIRED IN CONJUNCTION WITH REPAIRING A MECHANICAL BREAKDOWN.
- INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND INCLUDING LOSS OF USE.
- Failure to show proof of servicing may result in the denial of a maintenance related failure.
- 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.
- THIS Y.E.S. 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.
- Y.E.S. Contracts on used vehicles may not cover some pre-existing conditions.

**CLAIM PROCEDURE**

In the event of a mechanical breakdown, the customer must follow these procedures:

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 nine (9) 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.

If you cancel this Y.E.S. Contract between the tenth (10th) and thirtieth (30th) day 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. If you cancel this Y.E.S. Contract after thirty (30) days 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). A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of our receipt of the cancellation request. The provisions of this paragraph only apply to the original purchaser of this Y.E.S. Contract.

**Cancellation By Yamaha**

Yamaha may cancel this Y.E.S. Contract for any reason, including ineligibility, within the first sixty (60) days.

After sixty (60) days, Yamaha may cancel this Y.E.S. Contract only for the following reasons:

- if there has been a material misrepresentation or fraud at the time of sale of this Y.E.S. Contract;
- if you have failed to maintain your vehicle as prescribed by the manufacturer; or substantially breached this Y.E.S. Contract;
- if you do not pay the Y.E.S. Contract charge.

If Yamaha cancels 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.

If Yamaha cancels this Y.E.S. Contract after thirty (30) days, a pro-rata refund will be made based upon the time used, less a twenty-five dollar (\$25.00) administrative fee. Yamaha will notify you in writing fifteen (15) days prior to canceling this Y.E.S. 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. Contract through your Yamaha Dealer, to receive the refund.