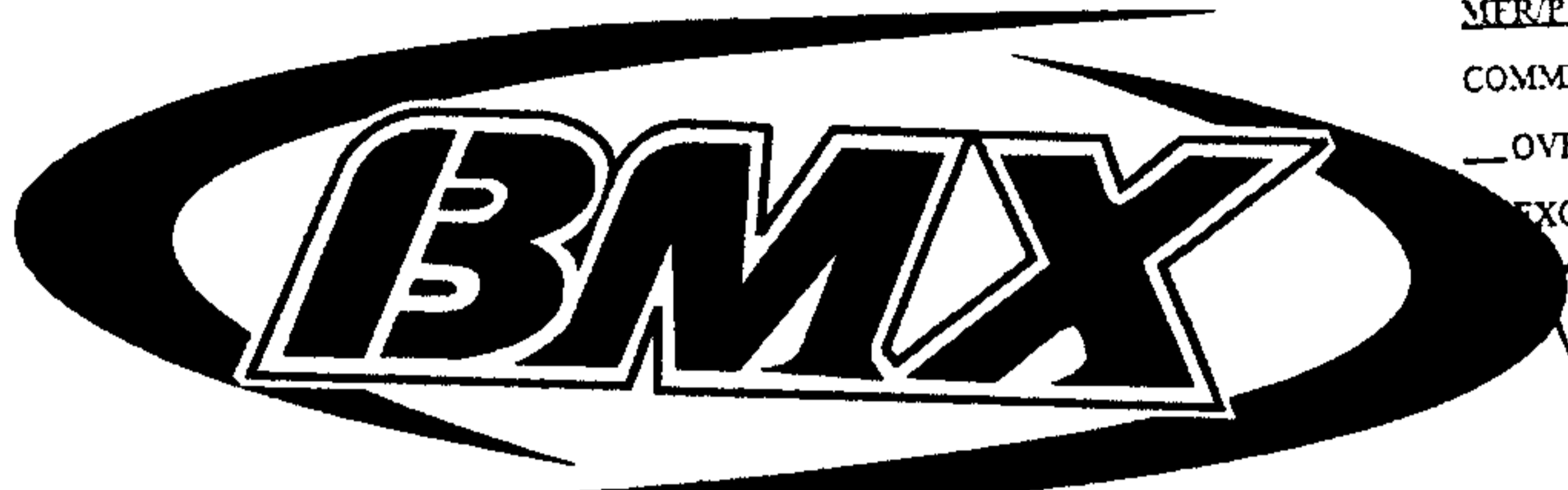


Via Fax and United States Mail

PERMISSION to
MER/PRVLR NOTIFIED 69
COMMENTS: YES NO 9/20/10
OVERRULED; ATTACHED
EXCISIONS/FOIA Hrs. ;
NOT RE-NOTIFY RE-NOTIFY



BMX IMPORTS INC.
DBA. BEST PRICE ATVs, BMX POWERSPORTS INC., SAVOIA INC.
13401 Denton Dr. - Farmers Branch, TX 75234
Tel: 972-620-2699 - Fax: 972-620-2448

October 29, 2009

Renee K. Haslett
Trial Attorney
Division of Compliance
Office of General Counsel
U.S. Consumer Product Safety Commission
4330 East-West Highway
Bethesda, MD 20814

Dear Ms. Haslett,

BMX Imports is fully committed to the goal of reducing ATV-related accidents. We have implemented new policies in accordance with the rules set forth by Section 232 of the Consumer Product Safety Improvement Act of 2008. The actions outlined below are part of our continuing effort to promote safe and responsible use of our ATVs.

ATV Action Plan of BMX Imports Inc.

1) Age Recommendations

- A. BMX Imports will not recommend, market, advertise, or sell new adult-sized ATVs for the use of persons less than 16 years of age. In addition, BMX Imports will use only the maximum speed and speed limitations specified at Section 6 of the ANSI/SVIA-1-2007 Standard for ATVs ("the ATV Standard"). BMX Imports

will use its best efforts, including monitoring dealers as outlined in the next section, to assure that BMX retail dealers do not recommend or sell ATVs for use by individuals under the minimum age.

2) Dealer Monitoring

- A. BMX Imports requires that its dealers verify the intended ATV rider's age prior to selling that rider or his/her guardian an ATV. BMX Imports warranty registration cards require the identification of the intended rider's name and date of birth to ensure that dealers do not sell BMX Imports ATVs to under-aged riders.
- B. BMX Imports will use its best efforts to obtain dealer compliance with the age recommendation requirements of the ATV Standard. BMX Imports will conduct on-site inspections of each of its authorized ATV dealers at least twice a year, with a minimum of 50 on-site inspections per year. These inspections will be conducted by means of independent, undercover investigators (also known as "secret shoppers") to ensure that these dealers follow age requirements and other safety related practices during sales or promotional functions. BMX Imports will also modify the visitation criteria of its field support staff so that inspecting for dealer compliance becomes a normal function of the dealer visit.
- C. When BMX Imports learns of dealers who do not abide by the age requirements of the ATV Standard, it will arrange follow-up inspections. If BMX Imports finds evidence of continued violations, BMX Imports will take remedial actions, up to and including possible termination or non-renewal of the dealer's contract with BMX Imports.

3) Training

- A. BMX Imports will offer all purchasers and age-appropriate immediate family members the opportunity to take the ATV Safety Institute (ASI) hands-on ATV training program free of charge. Through BMX Imports' participation in the ASI Safety Program, BMX Imports dealers will have the capability to register purchasers and age appropriate members of their immediate families for the ASI training course at the time of purchase.
- B. After completion of the ASI course, the rider will qualify for an incentive worth \$100. The \$100 incentive for training will include at least \$50 in cash, with the balance offered (at the consumer's choice) as a rebate for already purchased safety equipment or a credit toward the purchase of new safety equipment.

- C. In addition to offering to register purchasers and age-appropriate immediate family members for the ASI training free of charge at the time of purchase, BMX Imports will provide purchasers with registration and incentive information at the time of purchase, post that information on its website, and email that information to purchasers.
- D. In the event that BMX Imports is no longer a participating member of ASI's Safety Program, BMX Imports will require all dealers to provide the registration information for the training course to the consumer at the time of purchase and, upon receiving proof of completion of the course, will reimburse the incurred registration expenses of the purchaser.

4) Safety Video

- A. BMX Imports will supply its dealers a "Safety Video" to be provided at the point of purchase to all retail purchasers of BMX Imports ATVs. The video shall comply with all requirements described at Section H.3.b(4)(b) and paragraphs II.A and II.C of Appendix I of the 1988 ATV Consent Decree.
 - In the event that BMX Imports is no longer a participating member of ASI's Safety Program, and no longer able to distribute ASI's DVD, BMX Imports will cease to import ATVs or distribute ATVs in commerce until such time that BMX Imports is able to supply its dealers with its own safety video which complies with all requirements described at Section H.3.b(4)(b) and paragraphs II.A and II.C of Appendix I of the 1988 Consent Decree.

5) Safety Alerts

- A. BMX Imports will supply its dealers "Safety Alert" documentation to be provided at the point of purchase to all retail purchasers of BMX Imports ATVs. The document will contain the same substantive safety information as the Safety Alert described in Section H.3.b(4)(c) and Appendix J of the 1988 ATV Consent Decree. This information includes: death and injury statistics for ATVs, safety rules, age recommendations, and the availability of safety training.

6) Toll Free Hotline

- A. BMX Imports is offering to all purchasers of ATVs, access to a Toll Free Hotline through ASI's program that will be available 24 hours a day and conforms to Section H.4 of the 1988 ATV Consent Decree.
- In the event that BMX Imports is no longer a participating member of ASI's Safety Program, BMX Imports will cease to import ATVs or distribute ATVs in commerce until such time that BMX Imports is able to provide a toll-free 24-hour hotline, which will meet all requirements of Section H.4 of the 1988 ATV Consent Decree.

7) Advertising

- A. BMX Imports will continue to require its ATV advertising and promotional materials to include the substance of the safety messages that are described at Section J.1 and Appendix K of the 1988 ATV Consent Decree and depict ATVs in a manner consistent with safe and responsible use of the product.
- B. BMX Imports will show all riders used in ATV advertisements using a helmet and full protective gear to promote safe and responsible use of the product. BMX Imports will use its best efforts to promote dealer compliance with BMX Imports' ATV advertising policies.
- C. BMX Imports will also continue to take suitable disciplinary measures against non-complying dealers, including potential termination, to the extent allowed by applicable state and local laws.

8) Information/Education Programs

- A. Through the ASI Safety Program, BMX Imports will be helping to fund ASI's Information and Education Program. Through BMX Imports' contribution to the ASI's Information and Education program, all purchasers of BMX Imports ATVs will be provided with broader and more comprehensive safety and training information to promote the safe and responsible use of the product. BMX Imports remains fully committed to the goal of further reducing ATV-related accidents through the implementation of the Information and Education programs.
- If at any time BMX Imports is no longer a participating member of ASI's Safety Program, BMX Imports will cease to import ATVs or distribute ATVs in commerce, until such time that BMX Imports is able to enact its

own Information and Education program that complies with Appendix N of the 1988 ATV Consent Decree and is approved by the Office of the General Counsel of the CPSC.

- B.** BMX Imports will also provide a supplemental safety and training Information and Education Program to be implemented by BMX Imports. Below are details of BMX's supplementary Information and Education Program.
- BMX Imports will launch a direct mail effort to new ATV purchasers directed at parents. A direct mail piece incorporating the safety messages will be sent to new owners within a few weeks of vehicle purchase.
 - BMX Imports will expand its website to provide on-line access to safety information as well as access to ASI's Safety Program prior to and after purchase of a BMX ATV.
 - BMX Imports will create and disseminate a safety poster for posting by BMX's dealers.
 - BMX Imports will launch a print ad campaign to advertise its safety messages in several publications including, but not limited to, North American Whitetail Magazine and ATV Rider Magazine. BMX Imports will advertise its safety messages in these publications at least 6 times a year.
- C.** BMX Imports will continue its Information and Education Program for at least 10 years and anticipates that the direct costs of this program will range from approximately \$10,000.00 to \$20,000.00 annually.

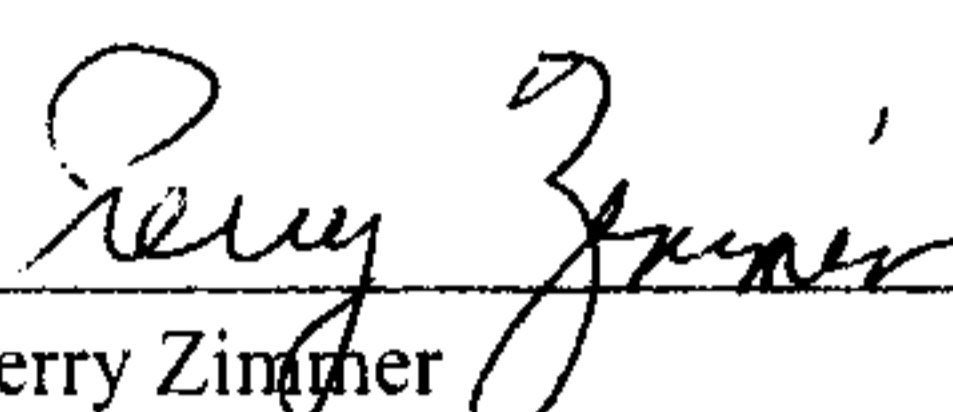
9) Notice of Termination or Modification of Action Plans

- A.** Unless otherwise indicated, BMX Imports will maintain the above-specified actions indefinitely.
- B.** BMX Imports will provide information about the above-specified activities upon reasonable requests from the CPSC.
- C.** BMX Imports will give the CPSC at least sixty (60) days advance notice of its intentions to terminate or materially change any commitment under the ATV Action Plan.

BMX Imports is committed to continuing its effort to provide the information and education necessary to allow ATV consumers to enjoy their ATV while still following the safety rules, in effect reducing the number of ATV injuries.

In addition, a copy of BMX Imports' fully executed agreement with ASI is enclosed.

Sincerely yours,

 Date 11/3/09

Terry Zimmer
President and Owner
BMX Imports Inc.
13401 Denton Dr.
Farmers Branch, TX 75234
972-620-2699

ASI SAFETY PROGRAM PARTICIPATION AGREEMENT

This Agreement is entered into between the Specialty Vehicle Institute of America by and through its division, the All-Terrain Vehicle Safety Institute (ASI) and BMX IMPORTS, INC. (Participating Company). This Agreement becomes effective on the date when executed by ASI and expires on December 31, 2009 unless renewed upon mutual written consent of the parties, specifying the renewal terms.

I. ASI shall:

- A. Provide Participating Company with products and services, pursuant to the terms and conditions of this Agreement, to assist Participating Company to comply with the following elements of its ATV Action Plan:
 - 1. Age Recommendations
 - 2. Hands-On Training
 - 3. ATV Safety Video
 - 4. Safety Alert
 - 5. Toll-Free Telephone Hotline
 - 6. Information & Education Program
- B. Provide ATV training to Participating Company's customers who provide a valid Vehicle Identification Number for one of Participating Company's ATV units, upon request from the customer, in the form of ASI's *ATV RiderCourse* or other ASI training program(s) approved by the U.S. Consumer Product Safety Commission (CPSC).
- C. Provide Participating Company and CPSC with quarterly reports of training activity in substantially the form set forth in Exhibit A, Sample Quarterly ATV Rider Training Summary Report.
- D. Identify Participating Company in select ASI publications as set forth in Exhibit B, ASI Deliverables and Costs, which is incorporated herein by reference.

II. Participating Company shall:

- A. Complete, submit and update as necessary, the ASI OEM Training Profile (see Exhibit C), which when completed and submitted is incorporated herein by reference.
- B. Deposit with ASI one-half of the projected annual per unit fees or \$2,500.00, whichever greater, at the time this Agreement is executed and one-half of the projected annual per unit fees or \$2,500.00, whichever greater, on or before July 1 of each year. Projected annual per unit fees shall be determined based on the prior calendar year's retail sales volume.

- C. Report to ASI all units imported into the United States on or before the date they arrive in the United States in the manner set forth in Exhibit D, ASI OEM Rider Training Participation Overview, which is incorporated herein by reference.
- D. Pay ASI the following per unit fees for each unit imported into the United States:
- \$15.00 – if not offering an incentive payable through ASI
 - \$18.00 – if offering a \$100.00 incentive payable through ASI

Provided, however, that Participating Company shall pay ASI a minimum of \$5,000.00 in fees per year regardless of the number of units imported.

1. In the event the cumulative fees owed by Participating Company (pursuant to Section I.D.) in connection with a report submitted pursuant to Section I.C. have not yet exceeded Participating Company's deposit, ASI will credit fees against the deposit.
 2. In the event the cumulative fees owed by Participating Company (pursuant to Section I.D.) in connection with a report submitted pursuant to Section I.C. exceed Participating Company's deposit, ASI shall send Participating Company an invoice for fees owed, which shall be paid within 30 days.
- E. Pay ASI, as applicable, for products and services set forth in Exhibit B, ASI Deliverables and Costs, which is incorporated herein by reference.
1. Note, ASI shall provide training to all persons described in Section I.B. above. Participating Company shall pay the per student tuition set forth in Exhibit B, ASI Deliverables & Costs, for any students trained pursuant to at Vehicle Identification Number not previously reported by Participating Company to ASI pursuant to Section II.C.
- F. Provide ASI with the total number of annual retail sales of Participating Company's units, through the Motorcycle Industry Council's Retail Sales Reporting System (see Exhibit E, Powersports Retail Sales Reporting System Agreement) or a certified annual accounting, no later than seven days following the end of the year.

III. Use of ASI PROPERTY

ASI shall utilize ASI curriculum materials, including, without limitation, Instructor Guides, Range Cards, Rider Handbooks, and other printed and audio/visual training aids, and all revisions thereto, to educate and train Participating Company's customers and make other materials set forth in Exhibit B available for purchase by Participating Company (collectively, ASI PROPERTY).

- A. Participating Company shall not use or promote ASI PROPERTY in a manner which, in ASI's reasonable judgment, affects in a negative and detrimental manner ASI's business or goodwill, or tends to deceive or mislead the public, or which creates a likelihood of confusing the public. Participating Company shall discontinue any use or promotion that ASI reasonably finds to be negative or injurious to ASI.
- B. For the term of this Agreement, and thereafter, Participating Company agrees not to use ASI PROPERTY without permission of ASI or names, trademarks, or images identical with, or substantially or confusingly similar to, ASI PROPERTY.
- C. Participating Company shall not modify or adapt ASI PROPERTY in any manner without prior written permission of ASI.
- D. In the event that ASI supersedes or ceases to recommend any ASI PROPERTY in possession of Participating Company, Participating Company agrees to cease all use of such ASI PROPERTY. Participating Company may return up to a one-year supply of ASI PROPERTY in its possession (based on prior 12-month ordering history) to ASI, and ASI agrees to repurchase such ASI PROPERTY (or any successor publication) at the price paid by Participating Company.
- E. Upon termination of this Agreement, or upon non-renewal or non-replacement of this Agreement, Participating Company agrees to cease all use of ASI PROPERTY. Participating Company may return up to a one-year supply of ASI PROPERTY (or any successor publication) in its possession (based on prior 12-month ordering history) to ASI, and ASI agrees to repurchase such ASI PROPERTY (or any successor publication) at the price paid by Participating Company.
- F. The terms of this Section III shall survive termination of this Agreement.

IV. TERMINATION

This Agreement shall remain in full force and effect until the expiration date or until such time as the terminating party shall deliver to the other written notice of their intent to terminate this Agreement.

- A. Participating Company may terminate this Agreement, without cause, upon ninety (90) days written notice to ASI.
- B. ASI may terminate or suspend this Agreement if Participating Company materially breaches this Agreement and such breach is not cured by Participating Company within thirty (30) days after Participating Company is notified in writing or, if the matter cannot reasonably be cured within such thirty (30) day period, Participating Company does not initiate a cure within thirty (30) days and complete the cure within such longer period which is reasonably required to cure.

- C. ASI may terminate this Agreement, without cause, upon ninety (90) days written notice to Participating Company.

V. GENERAL

- A. Participating Company's status does not imply any endorsement by ASI of Participating Company or any manufacturers, distributors, retailers, equipment, ATVs or other materials.
- B. All legal action arising out of, or in any way related to, this Agreement shall be brought in either the Superior Court of the State of California for the County of Orange or the United States District Court for the Central District of California. Each party submits and consents to the jurisdiction of those courts.
- C. This Agreement shall be interpreted and governed by the substantive law of the State of California.
- D. Participating Company acknowledges that ASI has no adequate remedy under this Agreement or at law in the event Participating Company breaches the terms of this Agreement, and that ASI would, in such circumstances, be entitled to injunctive or other equitable relief, including interlocutory and preliminary injunctive relief. Participating Company also acknowledges that ASI's rights and remedies under this Agreement at law or in equity are intended to be cumulative, and not mutually exclusive.

For Participating Company

Terry Zimmer 8-12-09
Authorized Signature Date

TERRY ZIMMER
Print Name

PRESIDENT
Title

For Specialty Vehicle Institute of America

Thomas S. Yagor 8/25/09
Authorized Signature Date

THOMAS S. YAGOR
Print Name

VICE PRESIDENT
Title



ASI Participating Company Training Profile

Thank you for participating in the rider training provided by the ATV Safety Institute (ASI). ASI promotes the safe and responsible use of ATVs by providing a nationwide ATV rider training program, on behalf of manufacturers and distributors.

In order to provide free hands-on training to ATV buyers, ASI must determine unique training requirements and optional incentive eligibility of each participating company. Upon completing the Participating Company Training Profile, ASI can determine the services and benefits available to buyers of your ATV.

1. Participating Company Name

2. Training Eligibility Start Date

3. VIN Verification Contact Information

Contact Name:	JEN NEWBERRY
Contact Email:	JEN@BESTPRICEDIMPORTS.COM
Contact Phone:	972-620-2699

4. Training Eligibility:

If a consumer who purchases an ATV from your company does not answer the "first-time purchase" question upon enrollment, should ASI assume the answer is "yes"? (Yes) (No)

First-Time Purchaser:

Do you offer free training to first time purchasers of an ATV? (Yes) (No)

If VIN not provided to ASI, but valid, we will train buyer then charge a per student tuition. See contract.

Do you offer free training to family members of a first time purchaser of an ATV? (Yes) (No)

If yes, what is the maximum number of family members who can receive free training?

Not a First-Time Purchaser:

Do you offer free training to non-first time purchaser of an ATV? (Yes) (No)

Do you offer free training to family members of a non-first time purchaser of an ATV? (Yes) (No)

If yes, what is the maximum number of family members who can receive free training?

5. Incentive Eligibility:

Do you offer incentives to ATV buyers who complete training? (Yes) (No)