

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) **June 15, 2006**

RUSH ENTERPRISES, INC.

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction of incorporation)

0-20797
(Commission File Number)

74-1733016
(IRS Employer Identification No.)

555 IH-35 South, Suite 500, New Braunfels, Texas
(Address of principal executive offices)

78130
(Zip Code)

Registrant's telephone number, including area code: **(830) 626-5200**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On June 15, 2006, Rush Enterprises, Inc. (the "Company") and certain of its subsidiaries entered into an Amended and Restated Amendment (the "2006 Amendment") to the Dealer Sales and Service Agreements (the "Dealer Agreements") with Peterbilt Motors Company, a division of PACCAR, Inc. Pursuant to the Dealer Agreements, the Company is authorized to act as a nonexclusive dealer of Peterbilt trucks in certain designated areas. The 2006 Amendment supersedes and replaces the Amended and Restated Amendment to the Dealer Agreements, dated October 5, 2000.

The 2006 Amendment extends the requirement that W. Marvin Rush, Barbara Rush, W.M. "Rusty" Rush, Robin M. Rush and the other shareholders listed on Addendum D to the Dealer Agreements (collectively, the "Dealer Principals") retain beneficial ownership of not less than 30% of the voting power (the "Voting Ownership") of the Company's capital stock. Under the terms of the 2006 Amendment, the Dealer Agreements may be terminated if, among other things, the Voting Ownership is not maintained by the Dealer Principals. Additionally, some of the shareholders included in the definition of Dealer Principals were changed in the 2006 Amendment. The 2006 Amendment is applicable to any future Dealer Agreements entered into by the Company, unless provided otherwise therein.

The description of the 2006 Amendment set forth above does not purport to be complete and is qualified in its entirety by reference to the full text of the 2006 Amendment, a copy of which is attached to this report as Exhibit 10.2, and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Document Description</u>
10.1	Form of Dealer Sales and Service Agreement by and among Peterbilt Motors Company, a division of PACCAR, Inc., Rush Enterprises, Inc. and the subsidiaries of Rush Enterprises, Inc. set forth therein (incorporated herein by reference to Exhibit 10.18 of the Company's Form 10-K (File No. 000-20797) for the year ended December 31, 1999)

10.2* Amended and Restated Amendment to Dealer Sales and Service Agreements, dated June 15, 2006, by and among Peterbilt Motors Company, a division of PACCAR, Inc., Rush Enterprises, Inc. and the subsidiaries of Rush Enterprises, Inc. set forth therein

* Filed herewith

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

RUSH ENTERPRISES, INC.

Dated June 16, 2006

By: /s/ Martin A. Naegelin, Jr.
Martin A Naegelin, Jr.
Senior Vice President and Chief Financial Officer

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Exhibit Index

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10.2*	Amended and Restated Amendment to Dealer Sales and Service Agreements, dated June 15, 2006, by and among Peterbilt Motors Company, a division of PACCAR, Inc., Rush Enterprises, Inc. and the subsidiaries of Rush Enterprises, Inc. set forth therein

* Filed herewith

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AMENDED AND RESTATED
AMENDMENT TO DEALER SALES AND SERVICE AGREEMENTS

This Amended and Restated Amendment to Dealer Sales and Service Agreement (this "AMENDMENT") is entered into effective as of June 15, 2006 between Peterbilt Motors Company, a division of PACCAR, Inc., a Delaware corporation ("PETERBILT"), Rush Truck Centers of Texas, LP, a Texas Limited Partnership ("Rush Texas"), Rush Truck Centers of California, Inc., a Delaware corporation ("Rush California"), Rush Truck Centers of Oklahoma, Inc., a Delaware corporation ("Rush Oklahoma"), Rush Truck Centers of Arizona, Inc., a Delaware corporation ("Rush Arizona"), Rush Truck Centers of New Mexico, Inc., a Delaware corporation ("Rush New Mexico"), Rush Truck Centers of Colorado, Inc., a Delaware corporation ("Rush Colorado"), Rush Truck Centers of Florida, Inc., a Delaware corporation ("Rush Florida"), Rush Truck Centers of Alabama, Inc., a Delaware corporation ("Rush Alabama"), and Rush Truck Centers of Tennessee, Inc., a Delaware corporation ("Rush Tennessee") (Rush Texas, Rush California, Rush Oklahoma, Rush Arizona, Rush New Mexico, Rush Colorado, Rush Florida, Rush Alabama and Rush Tennessee, collectively, the "Companies" and individually, a "Company"). Capitalized terms used herein but not defined herein have the respective meaning given them in the Dealer Sales and Service Agreements (as defined below).

RECITALS

PACCAR is a party to certain Dealer Sales and Service Agreements (individually, a "Dealer Sales and Service Agreement" and, collectively, the "Dealer Sales and Service Agreements"), with each of the Companies pursuant to which each Company was granted Peterbilt dealership(s) in the territories specified in each Dealer Sales and Service Agreement. The Dealer Sales and Service Agreements currently in effect are set forth on Exhibit A.

PACCAR, Rush Enterprises, Inc. ("Rush"), and the Companies amended the Dealer Sales and Service Agreements by an Amendment to Dealer Sales and Service Agreements dated October 5, 2000 (the "October 5, 2000 Amendment").

PACCAR, Rush and the Companies desire that this Amendment supersede and replace the October 5, 2000 Amendment and to have this Amendment apply to all Dealer Sales and Service Agreements currently in effect between Peterbilt and the Companies, any and all extensions, amendments and renewals to such Dealer Sales and Service Agreements (collectively, "Renewal Agreements") and all future Dealer Sales and Service Agreements (collectively, "Future Agreements") entered into between PETERBILT and the Companies.

AGREEMENTS

In consideration of the foregoing premises and of the mutual promises contained herein and for \$10.00 and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that (a) this Amendment shall supersede and replace the October 5, 2000 Amendment and (b) the Dealer Sales and Service Agreements shall be amended by this Amendment as follows:

1. Article IV.B of each of the Dealer Sales and Service Agreements shall be deleted in its entirety and shall be replaced with the following:
 - B. Ownership: Addendum D also sets forth the identity of the persons who have been approved by PETERBILT to have, with their respective associates, the principal beneficial ownership interest (in the aggregate no less than 30% of the voting power of the outstanding shares of capital stock) in Rush Enterprises, Inc., the parent of DEALER (called "DEALER PRINCIPAL(S)"), and the principal managers of

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DEALER or its parent who may or may not have ownership interests (called "OPERATING MANAGER(S)"). Addendum D shall not be amended unless such amendment is in writing and signed by the parties hereto.

DEALER shall have the right to assign its rights and obligations under this AGREEMENT to any entity so long as the majority of the capital stock entitled to vote on the election of directors of such entity or its parent (as defined in Rule-405 under the Securities Act of 1933, as amended) is beneficially owned (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) in the aggregate by Rush Enterprises, Inc. or the DEALER PRINCIPAL(S) and their respective associates (as defined in Rule 12b-2 under the Securities Exchange Act of 1934).
2. Article VIII.B.1.g of each of the Dealer Sales and Service Agreements shall be deleted in its entirety and replaced with the following:
 - g. If (i) the DEALER PRINCIPAL(S) identified in Addendum D and their respective associates in the aggregate beneficially own less than 30% of the voting power of the outstanding shares of capital stock entitled to vote on the election of directors of Rush Enterprises, Inc. (or any successor thereto), or (ii) any "person" (as that term is defined under the Securities Exchange Act of 1934, as amended) other than DEALER PRINCIPAL(S) and their respective associates, or any person who has been approved in writing by PETERBILT, either (x) owns a greater percentage of the voting power of the outstanding shares of capital stock entitled to vote on the election of directors of Rush Enterprises, Inc. (or any successor thereto) than DEALER PRINCIPAL(S) and their respective associates in the aggregate, or (y) any person other than W. Marvin Rush, W.M. "Rusty" Rush, Robin M. Rush or any person who has been approved in writing by PETERBILT holds the office of Chairman of the Board, President or Chief Executive Officer of Rush Enterprises, Inc. (or any successor thereto) or (iii) Rush Enterprises, Inc. (or any successor thereto) is not DEALER or, directly or indirectly, the 100% owner of DEALER.
3. Article VIII.B.5 of each of the Dealer Sales and Service Agreements shall be deleted in its entirety.
4. Article XI.C of each of the Dealer Sales and Service Agreements shall be deleted in its entirety and replaced with the following:
 - C. Collateral Assignment. Except as provided in the second paragraph of Article IV.B of this Agreement, DEALER may not pledge, hypothecate, or grant a security interest in, this AGREEMENT or DEALER'S right, title or interest therein.
5. The first paragraph (including table) and second paragraph of Addendum D of each of the Dealer Sales and Service Agreements shall be deleted in their entirety and replaced with the following:

The DEALER PRINCIPAL(S) are: W. Marvin Rush, Barbara Rush, W.M. "Rusty" Rush, Robin M. Rush, J.M. "Spike" Lowe, Jr., David C. Orf, Ralph West, James Thor, Daryl Gorup, Louis Liles, Marty Naegelin, Scott Anderson, Derrek Weaver, Steven Taylor, Ernie Bendele, Mario

RUSH TRUCK CENTERS OF OKLAHOMA, INC.

By: /s/ W. Marvin Rush, II
W. Marvin Rush, II
Chief Executive Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

RUSH TRUCK CENTERS OF COLORADO, INC.

By: /s/ W. Marvin Rush, II
W. Marvin Rush, II
Chief Executive Officer

RUSH TRUCK CENTERS OF FLORIDA, INC.

By: /s/ W. Marvin Rush, II
W. Marvin Rush, II
Chief Executive Officer

RUSH TRUCK CENTERS OF ALABAMA, INC.

By: /s/ W. Marvin Rush, II
W. Marvin Rush, II
Chief Executive Officer

RUSH TRUCK CENTERS OF TENNESSEE, INC.

By: /s/ W. Marvin Rush, II
W. Marvin Rush, II
Chief Executive Officer