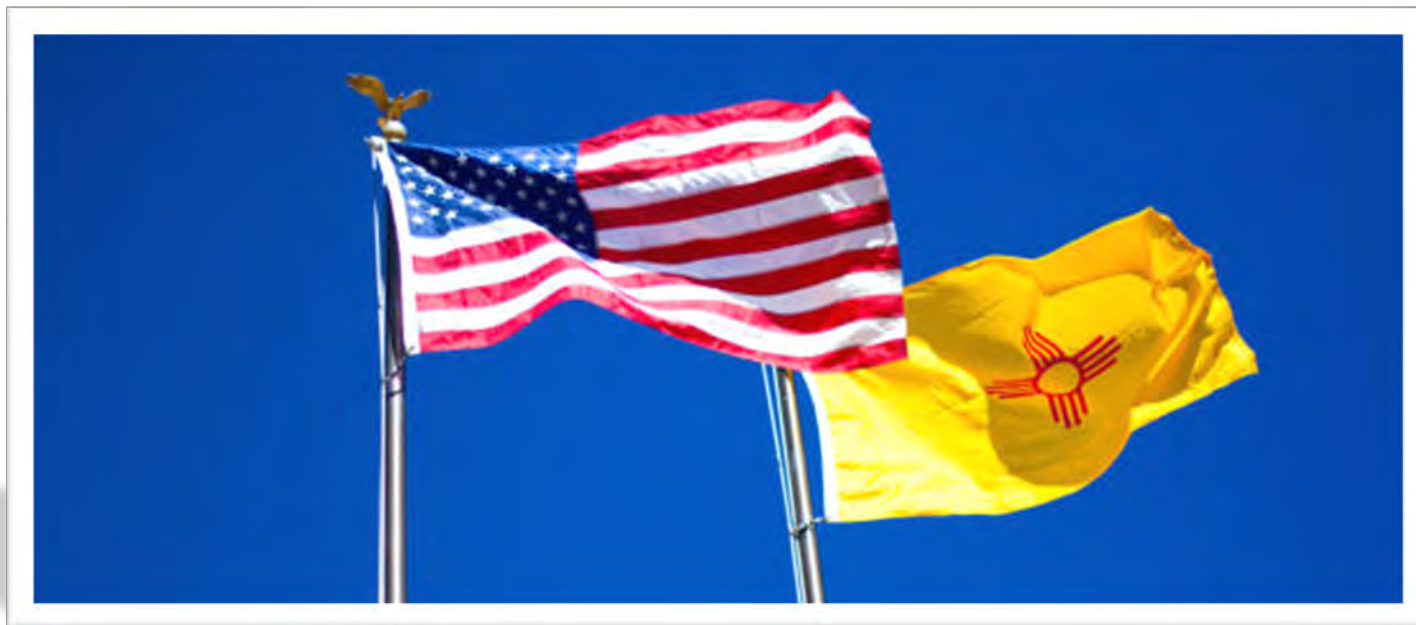




Pledge of Allegiance





Diamond
Sponsors





Platinum Sponsors



LONE STAR
LUBBOCK



Cox AUTOMOTIVE™



Gold Sponsors

- Dealer Inspection Services (DIS)
- Floorplan Express
- NIC Tyler Technologies
- Advanced Auto Parts
- Salty Dot Insurance
- The Oak Group



Silver Sponsor

- RedRocket/RadineWilliam
- Westlake
- William & Stazzone
- PassTime Solutions
- eLend Solutions
- Godin Dealer Services
- NAPA Auto Parts
- Ikon Technologies
- Space Auto
- LSI Technologies
- KOB
- Credit Acceptance Corp.



Bronze Sponsors

- America's Auto Auction
- Farmington Auto Auction
- Lobel Financial
- Wise F & I
- Behind Every Biz
- Mister B's Auto Inspections
- Verifacto
- Dealer Acceleration Group
- Disabled American Veterans Chapter 3
- Better Business Bureau of New Mexico and Southern Colorado
- Albuquerque Hispano Chamber of Commerce



Breakfast
Sponsor



tyler
technologies



Agenda

- Convention Open & Pledge
- 2022 NMIADA Member Meeting
- Welcome
- ID Fraud Protection
- Expo
- State Regulatory/NMI Panel
- Tracking Tech in Tough Times
- Lighting & Dealership Security
- Expo
- Current Marketing Panel
- Lunch/Expo
- Warranty Power
- Red Flag Rule Tips
- Max Marketing/Min Spending
- Expo
- Converter Project
- Revised FTC Safeguards Rules
- New Mexico Compliance
- Expo
- Compliance Q&A/Test



NMIADA 2022

Member Meeting



Member Meeting

Expanded Services
Expanded Markets





Member Meeting

Association Financial Position

NM Independent Automobile Dealers Association

Statement of Financial Position

As of October 31, 2022

	TOTAL	
	AS OF OCT 31, 2022	AS OF DEC 31, 2021 (PP)
ASSETS		
Current Assets		
Bank Accounts	\$266,671.34	\$41,789.70
Accounts Receivable	\$74,413.89	\$52,923.73
Other Current Assets	\$141,850.65	\$14,450.67
Total Current Assets	\$482,935.88	\$109,164.10
Fixed Assets	\$822,373.21	\$945,098.97
Other Assets	\$56,597.14	\$56,534.96
TOTAL ASSETS	\$1,361,906.23	\$1,110,798.03
LIABILITIES AND NET ASSETS		
Liabilities		
Current Liabilities	\$17,007.22	\$12,543.25
Long-Term Liabilities	\$220,161.81	\$348,405.41
Total Liabilities	\$237,169.03	\$360,948.66
Net Assets	\$1,124,737.20	\$749,849.37
TOTAL LIABILITIES AND NET ASSETS	\$1,361,906.23	\$1,110,798.03



Member Meeting

2023 Legislation
Ending Ghost Cars





Member Meeting

Looking Ahead
2023-2025





Member Meeting

Board of Directors Election

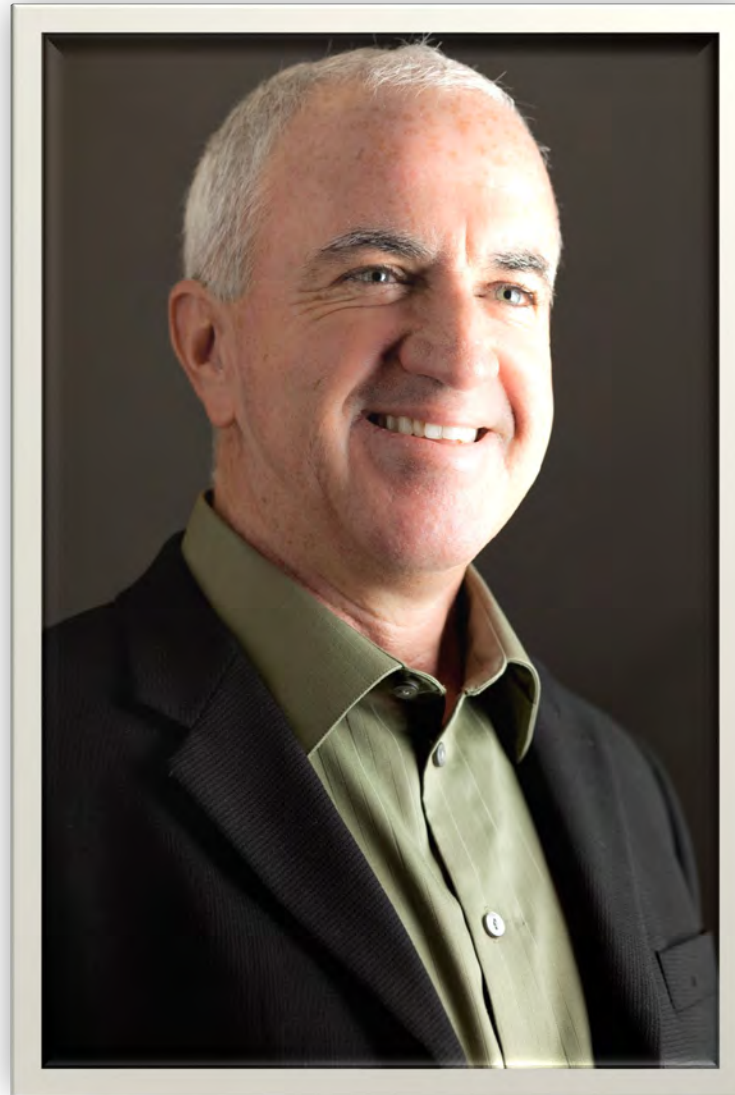
- Chair: Jeda Craddick
- President: Rob Martinez
- VP/Secretary: Luis Soto
- Treasurer: Mark Becker
- Exec. Director: Marc Powell
- Director: Carlos Bazo
- Director: Daniel Cordova
- Director: Lisa Enos
- Director: Chris Rangel
- Director: Mike Peters
- Director: Reese Spofford
- Director: Anna Vieck
- Director: Susan Wheeler





ID Fraud Protection

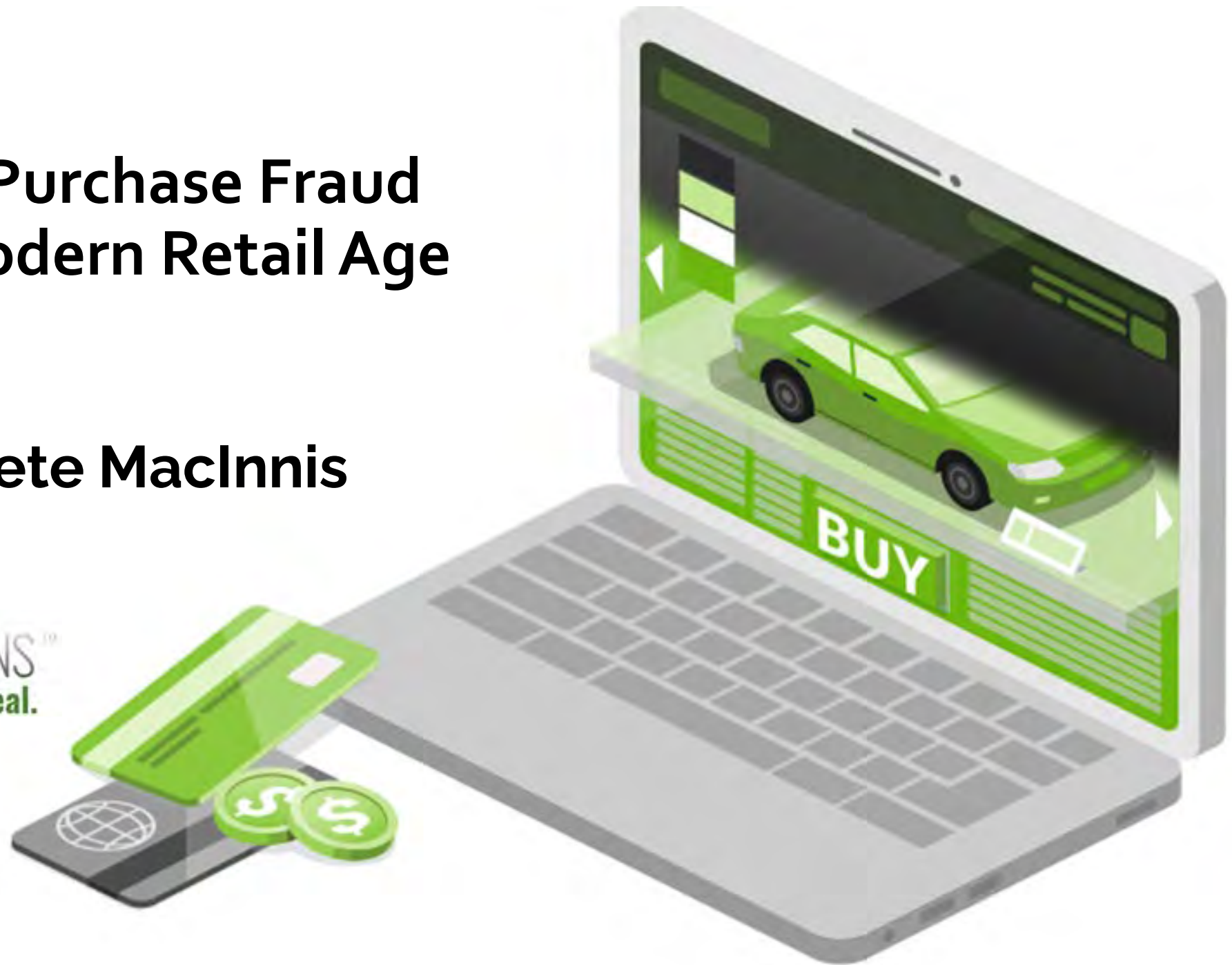
Pete MacInnis
eLend Solutions



Vehicle Purchase Fraud in the Modern Retail Age

Presented By: Pete MacInnis

eLEND SOLUTIONSTM
The REAL Deal.





Understand how getting to real lender qualified loan/lease terms as early as possible in the customer's buying journey is key to modern retailing success!



Vehicle Purchase Fraud

\$619M - 2022



Identity Fraud Surges After Pandemic

Since the pandemic...



Of Dealers Believe There
Is Increased Fraud in the
Automotive Industry



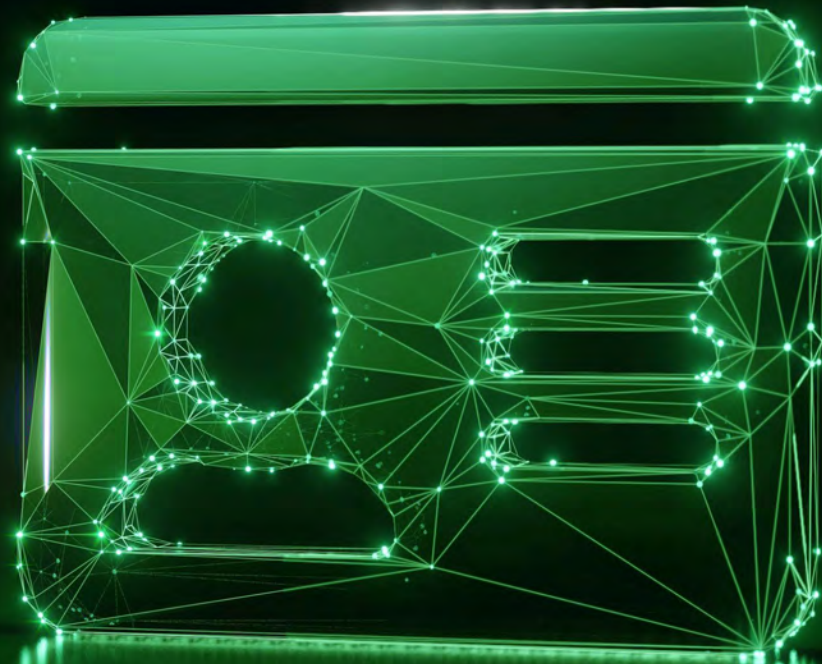
Of Dealers Saw
Increased Fraud at
Their Dealership


DIGITIZATION

95% say that increase in fraud is directly related to the increase in the digitization of the deal and remote buying experiences



**86% Agree that as more of the transaction moves online,
identify fraud will continue to grow and
become even more challenging to prevent**



The background of the entire image is a dense, green-tinted field of binary code (0s and 1s). In the center-right, there is a silhouette of a person wearing a dark hooded sweatshirt, with their hands raised near their head. The person's face is obscured by the hood and the overall dark, digital aesthetic.

**79% experienced
an identity fraud
related vehicle
loss at their
dealership.**

Can you estimate the number of vehicle losses in the past year?



1-2
Vehicles

40%

3-5
Vehicles

43%

6-7
Vehicles

15%

8+
Vehicles

2%

0 10 20 30 40 50

Dealers who experienced identity fraud in their dealership in the past year

Can you estimate the number of submitted fraudulent loan application at your dealership in the past year?



1 out of
every 100

34%

1 out of
every 150

25%

1 out of
every 200

22%

1 out of
every 250

13%

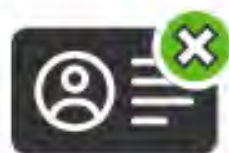
1 out of
every 300

7%

0 10 20 30 40 50



What is the top fraud challenge/concern at your dealership?



Identity (Stolen or
Fabricated) Fraud

62%



Employment Fabrication

52%



Income Manipulation

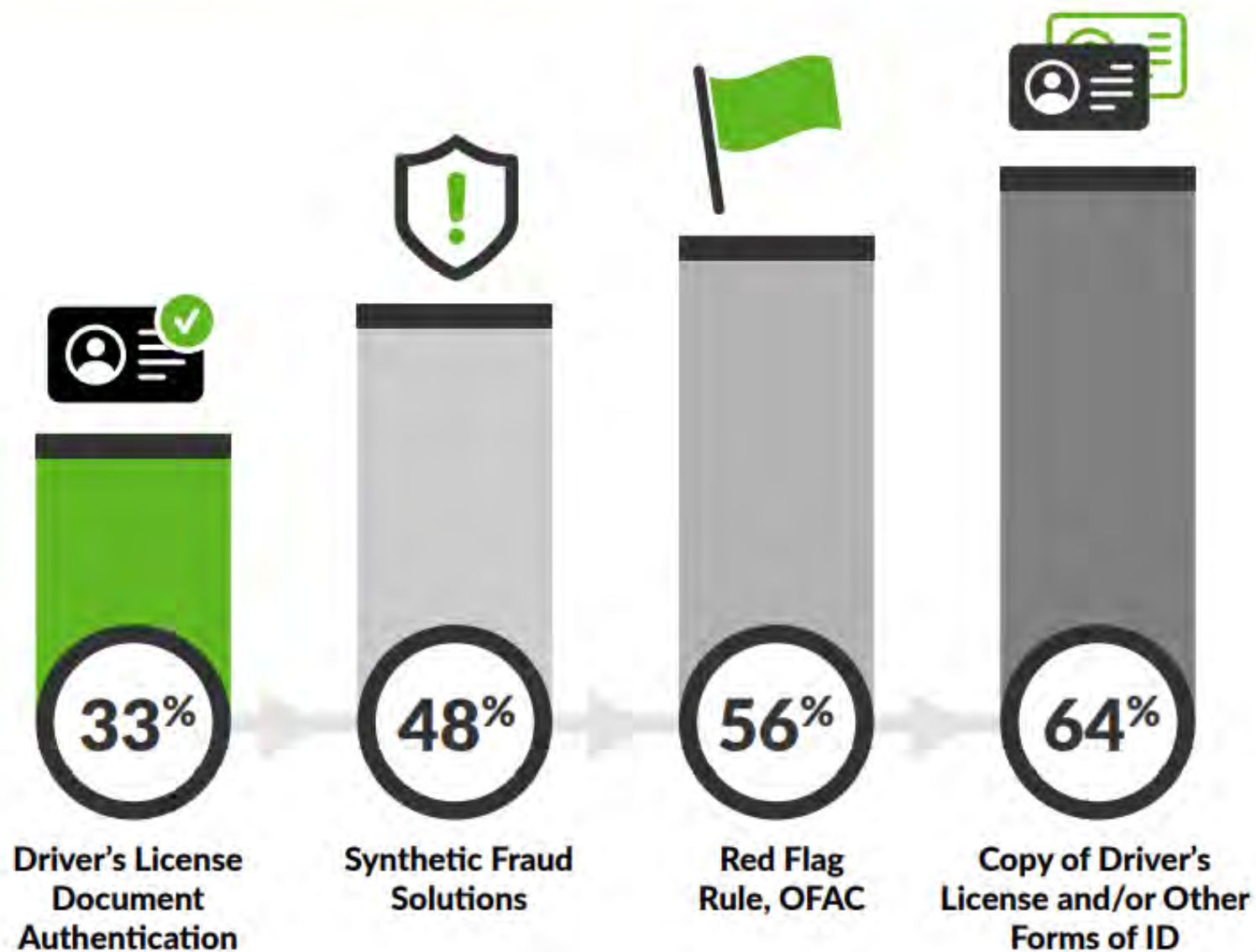
45%



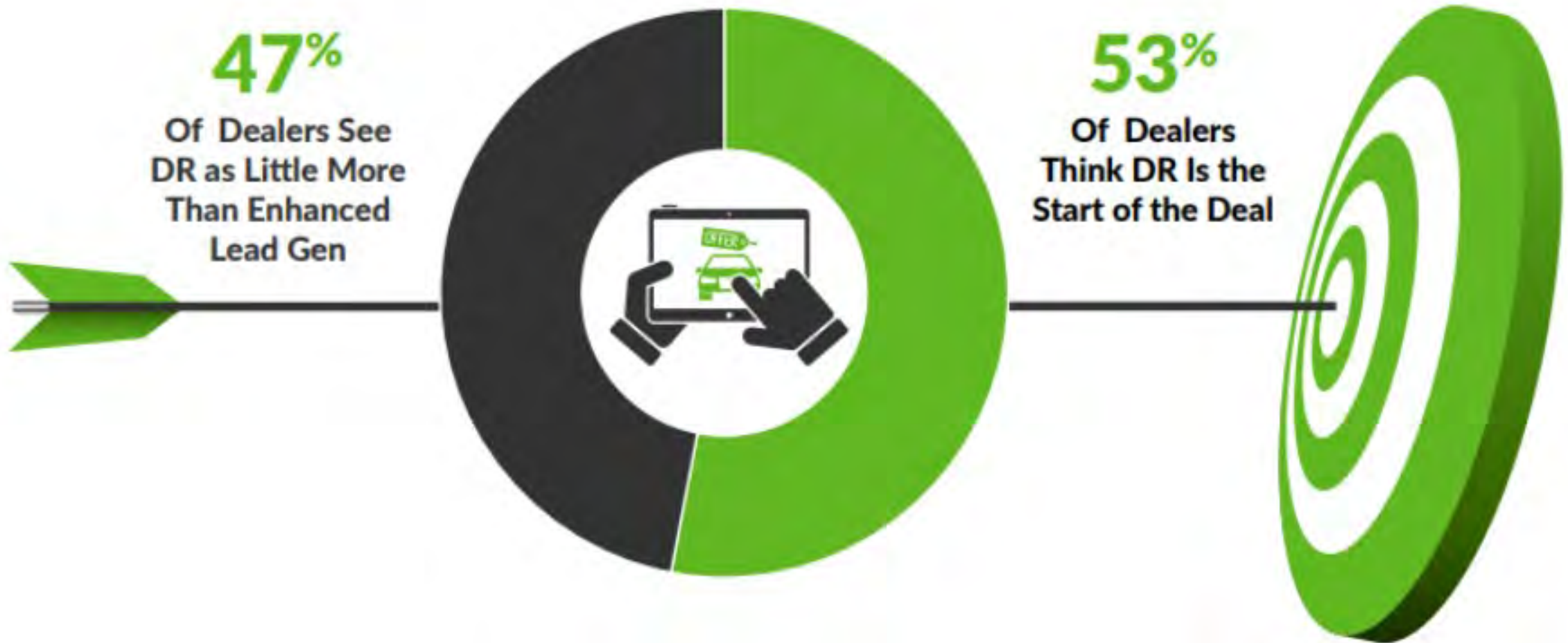
Straw-borrower
Manipulation

21%

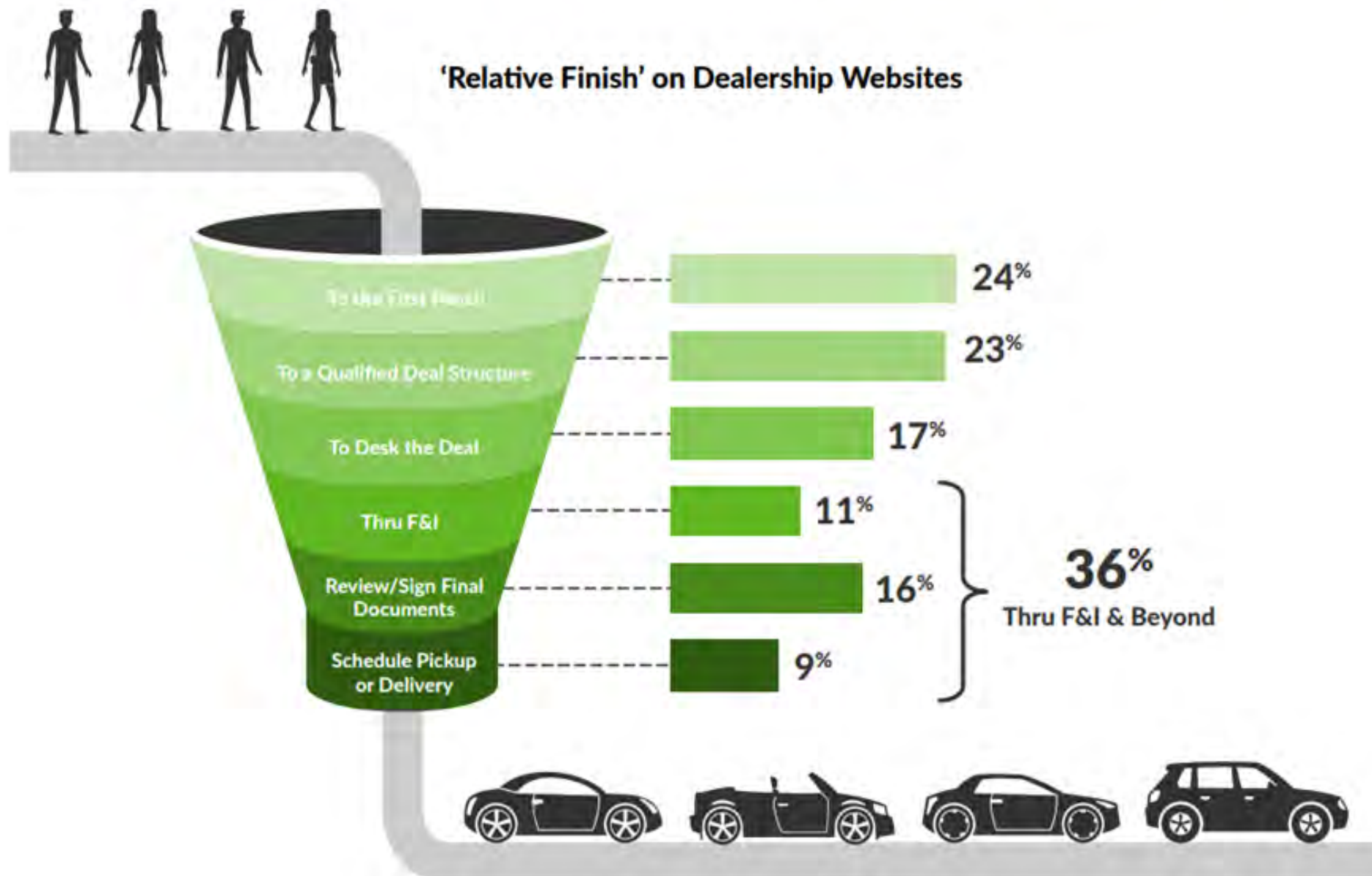
How Dealers Protect Themselves From Identity Fraud



Is DR Lead Gen or Deal Gen? Too Close to Call!



Journey Stops Short of True End-to-End Digital Buying Experience



The desired path is very different for Buyers and Sellers





Dealers Get It!



Of Dealers Agree There Is a Disconnect Between Online Shopping & In-store Buying



89%

95%

Of Dealer Agree This Disconnect Must Be Solved To:
Shorten Transaction Times & Improve Customer Experience

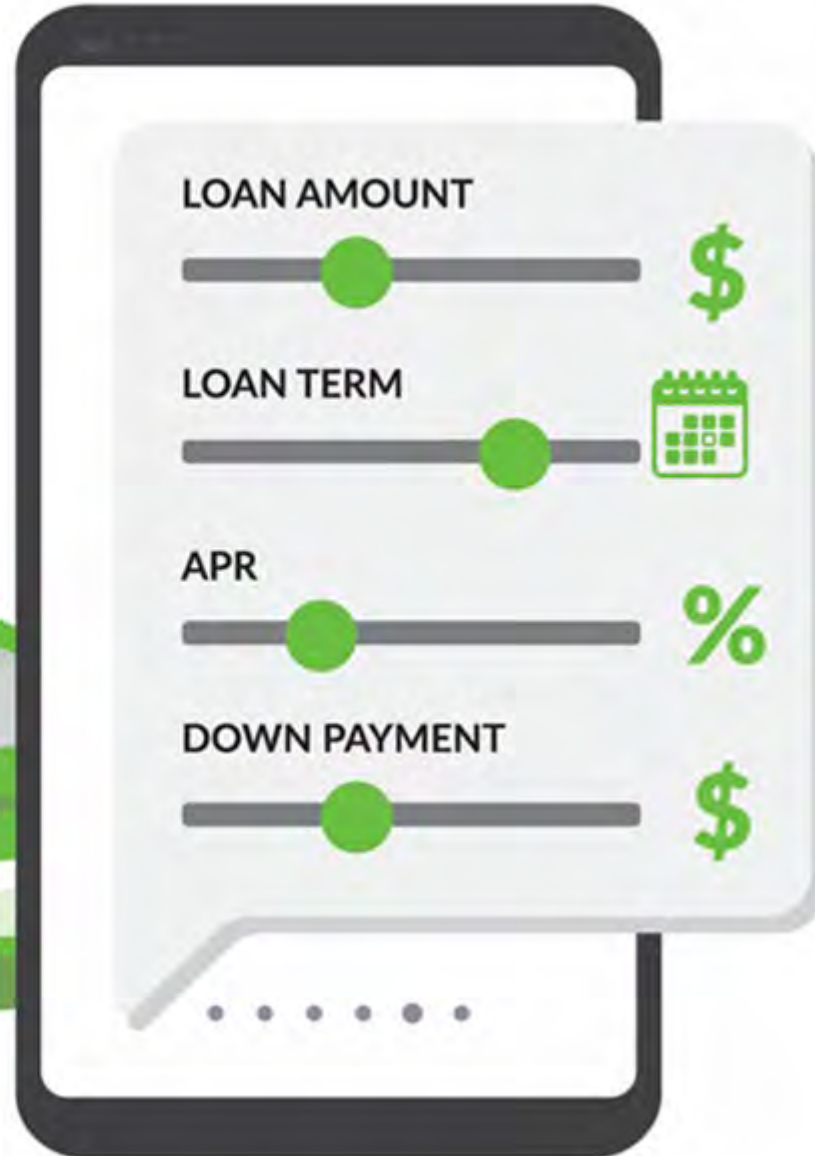
What's Impacting Transaction Times?



96%

**Believe Unqualified or
Unrealistic Online Payment
Terms Negatively Impact the
Efficiency and Timeline**

Bring Finance to the Front of the Sales Process

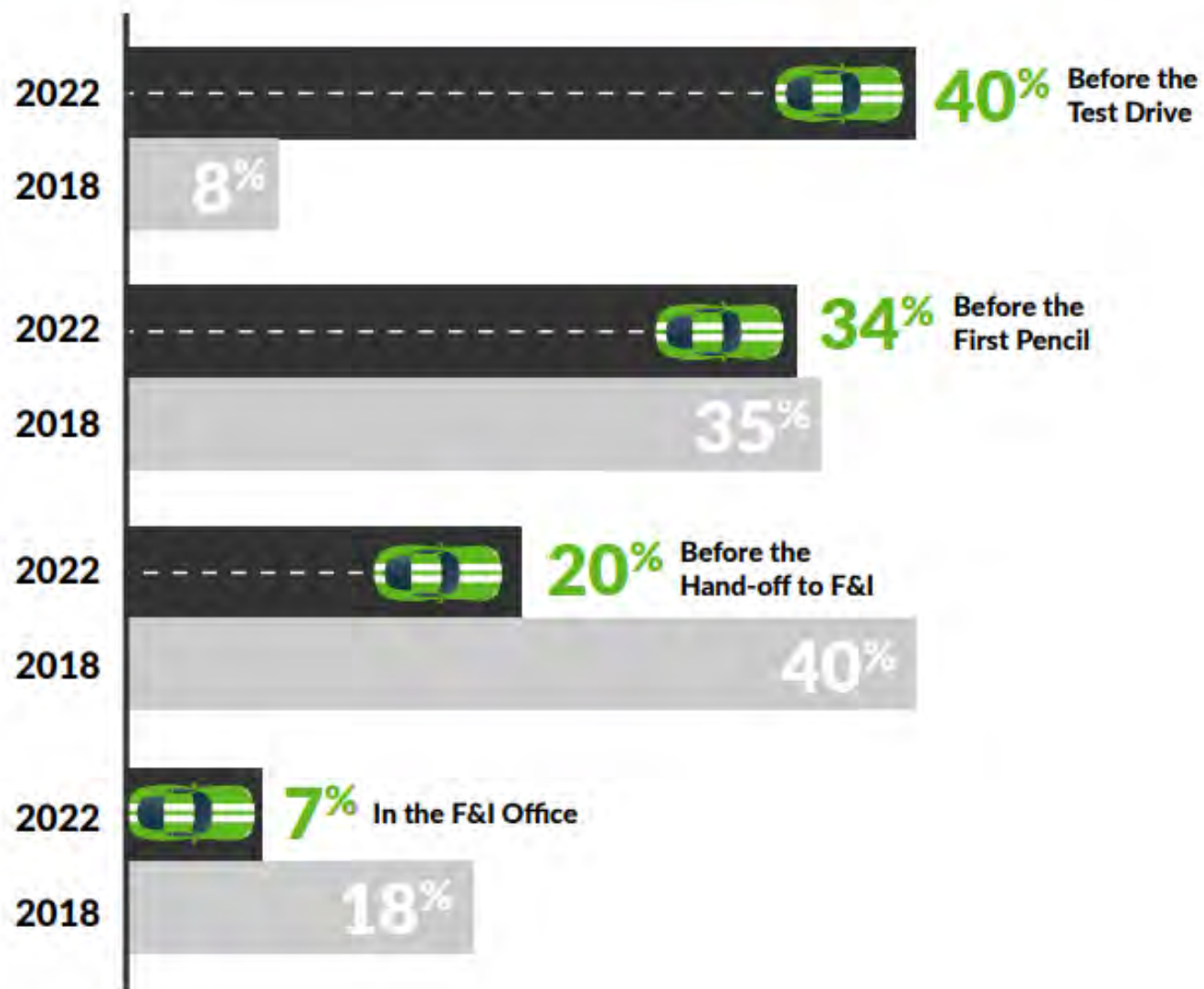




If a DL scan could be converted into a consumer consented pre-qualification, would you consider that to be a meaningful benefit?



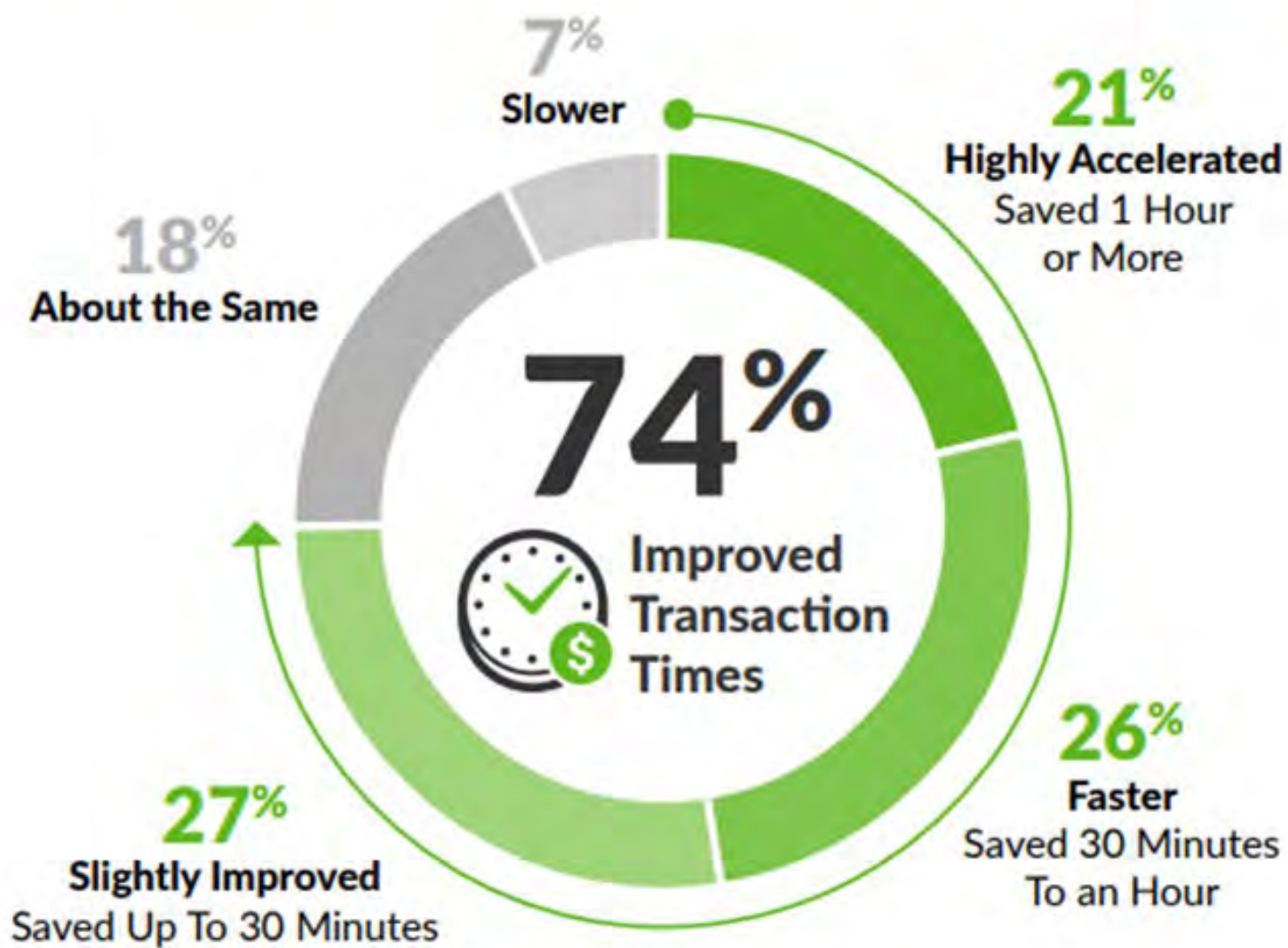
Where in your sales process do you most commonly first pull the customer's credit?



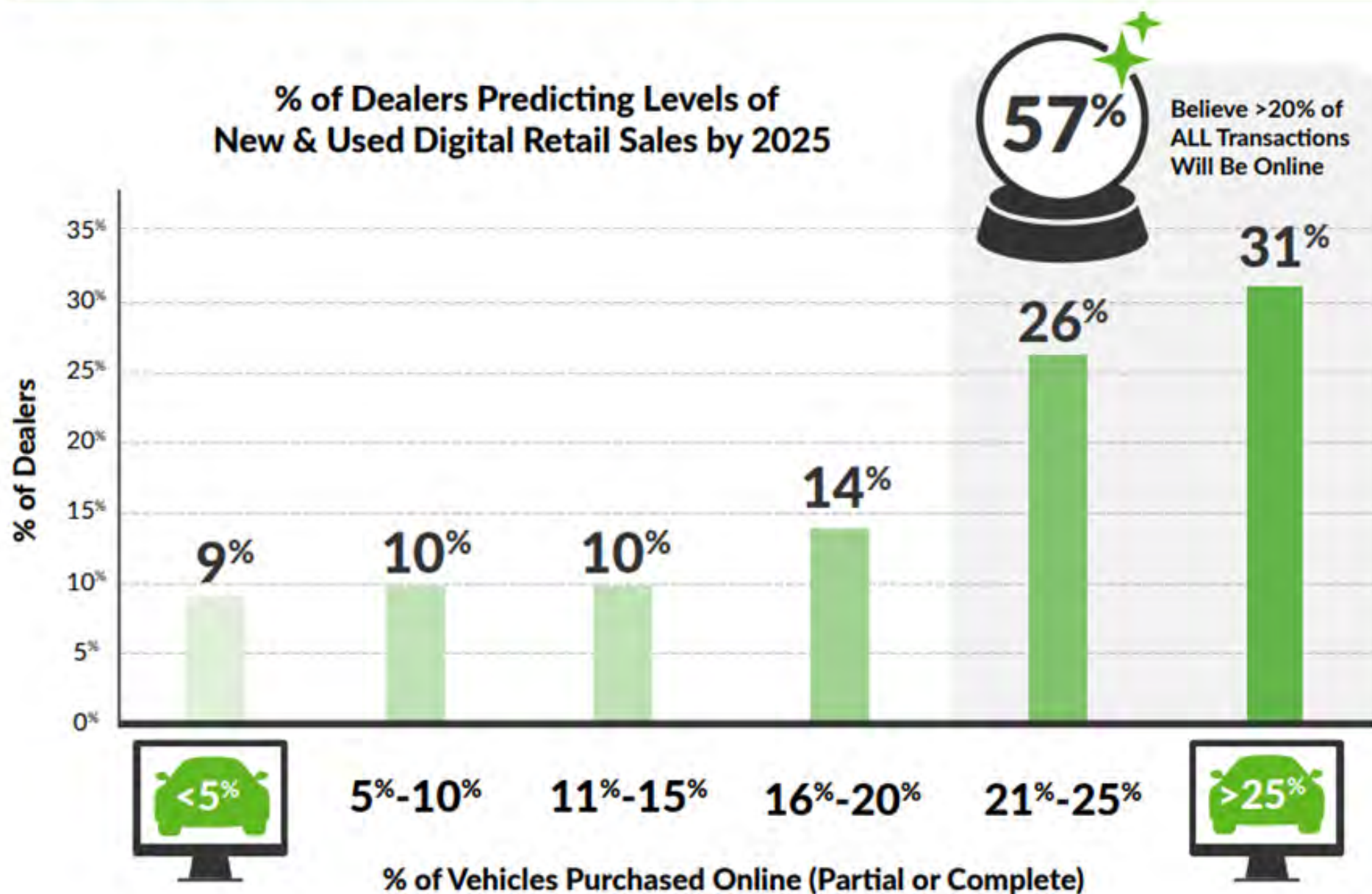


FinTech - Advanced Digital Finance

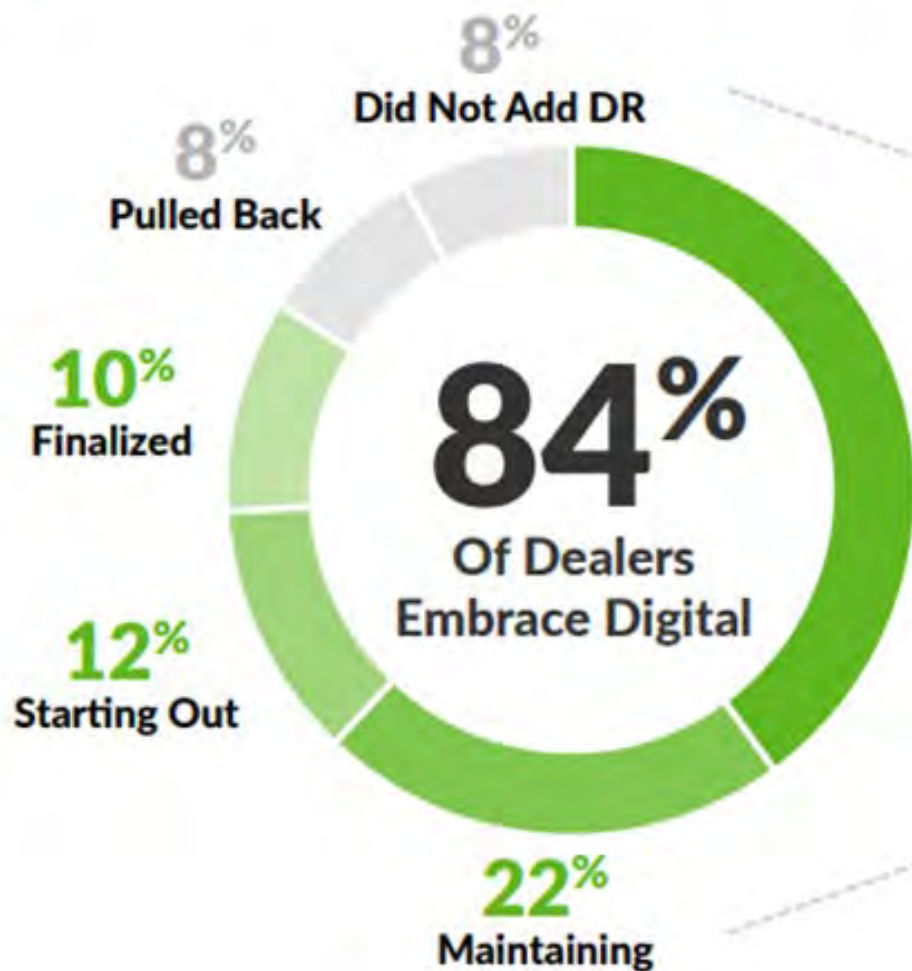
Post-COVID Transaction Time Improvements



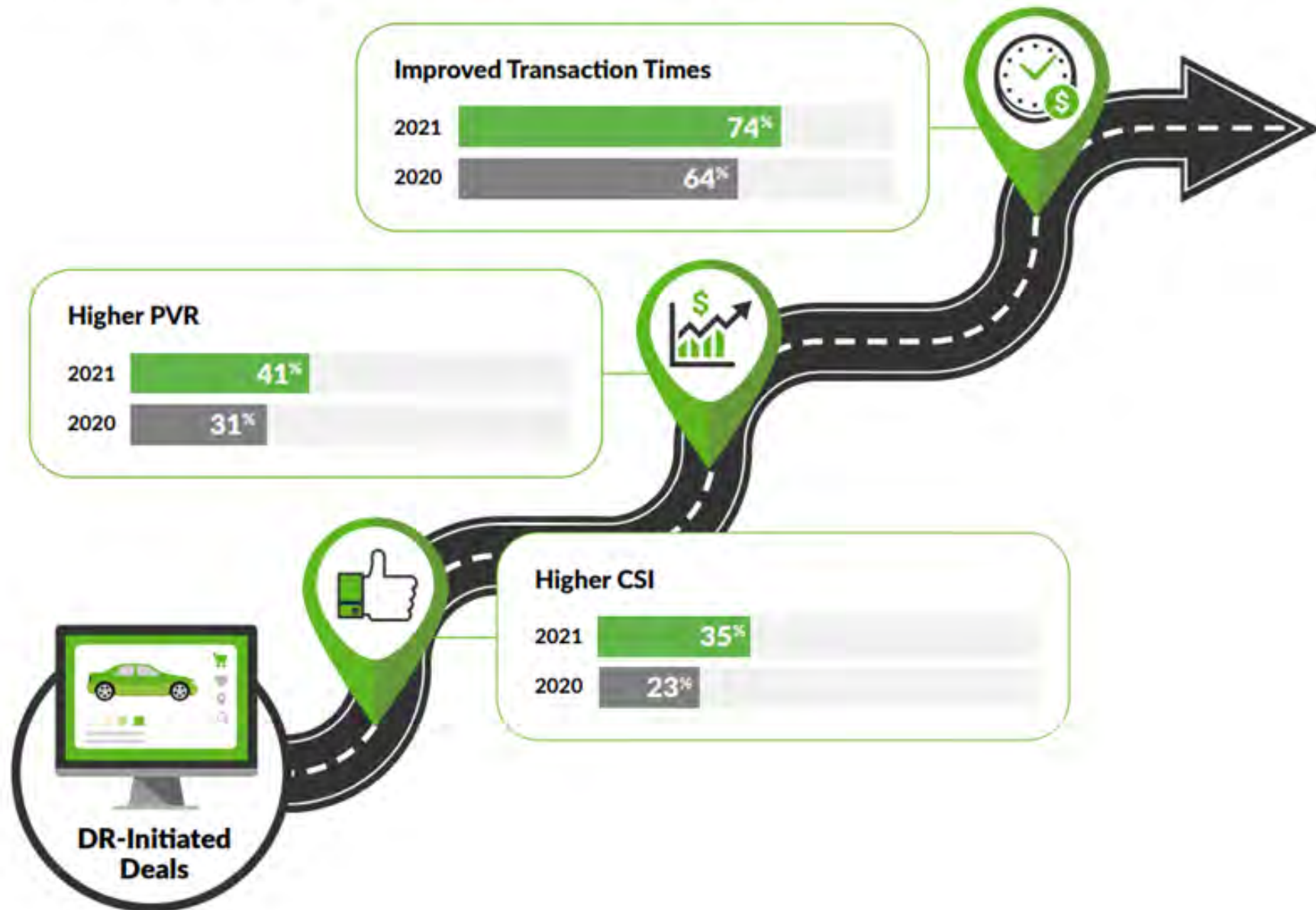
Digital Retail Transactions Tomorrow



In the (sort of) Post-Pandemic New Normal, Digital Retailing Marches On

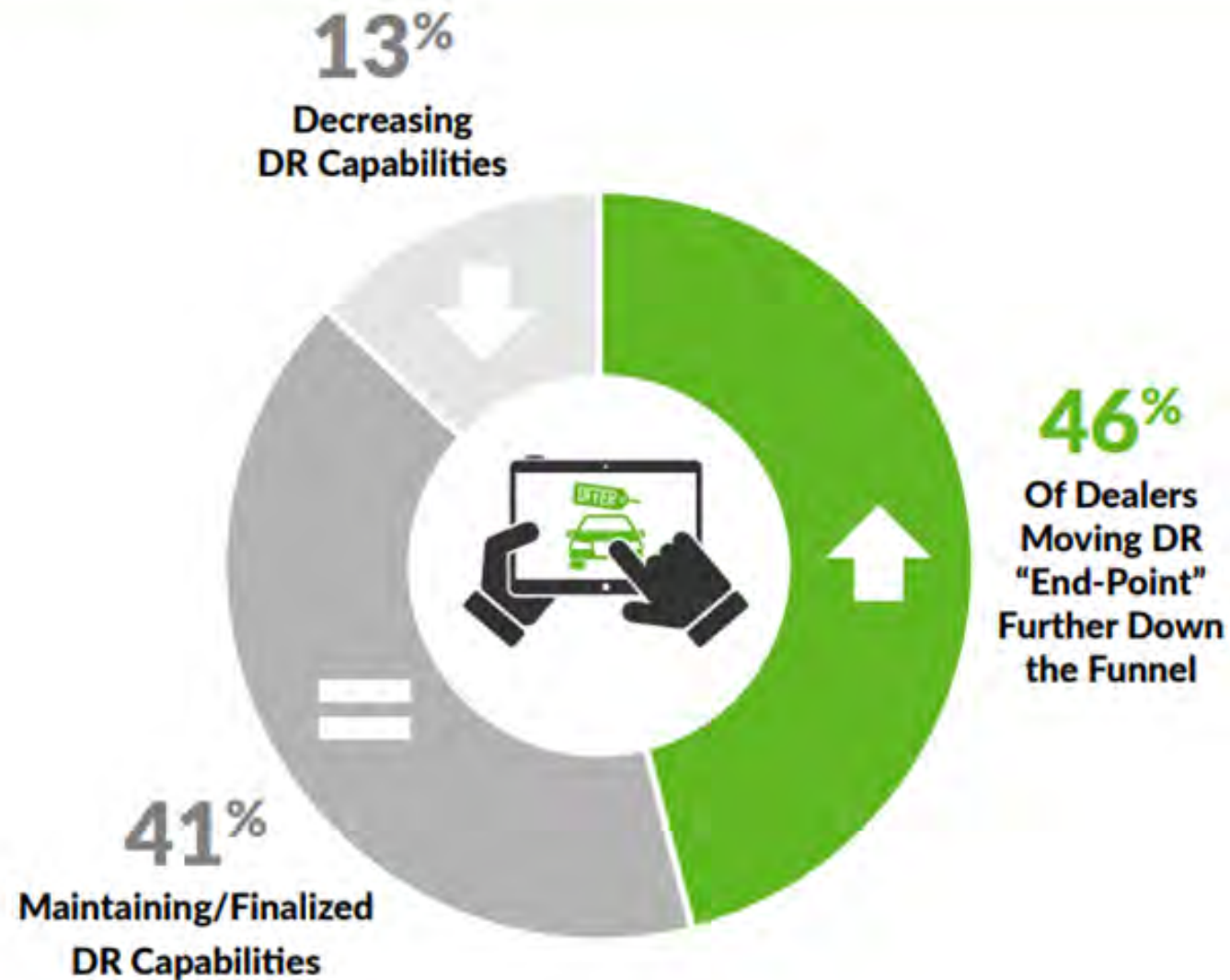


In the (sort of) Post-Pandemic New Normal, How Does Digital Retailing Pay Off?



Digital Retail Transactions Tomorrow

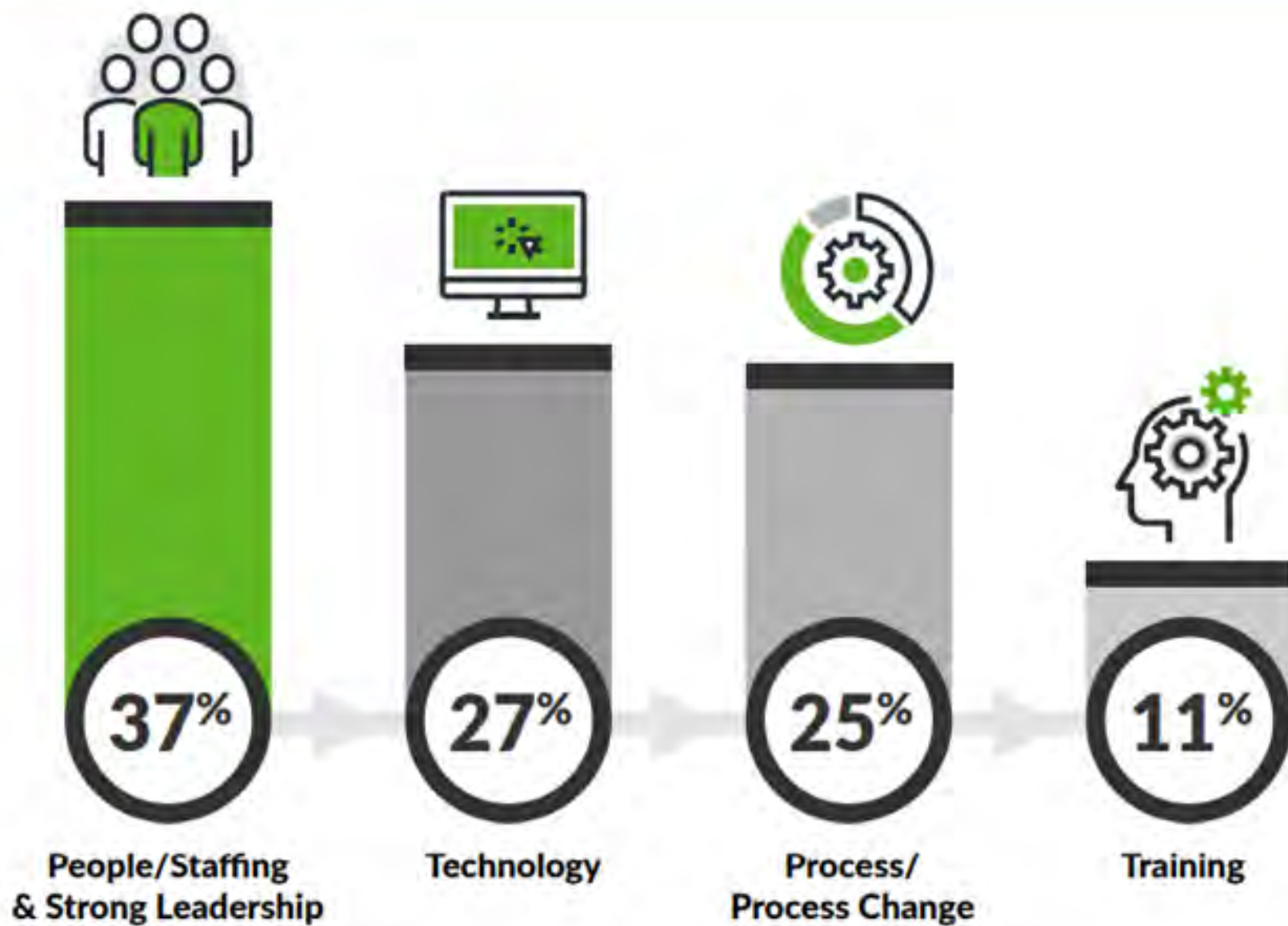
The Change to Digital is Here to Stay



DR Resisters Are Outnumbered



It's the People, People!





Modern Retailing

THANK YOU

Speaker Contact Information:

Pete MacInnis

Pete@elendsolutions.com





2022 Convention

- EXPO BREAK



Dealer Licensing & VRS Roundtable



tyler
technologies



Hector Barela
Advantage Analytics





TECHNOLOGY BOTH **PROTECTS AND SERVES**





Hector Varela

Executive Sales Director
Lounge #2



800-553-7031 ext. 705



HVarela@AdvantageGPS.com





Agenda

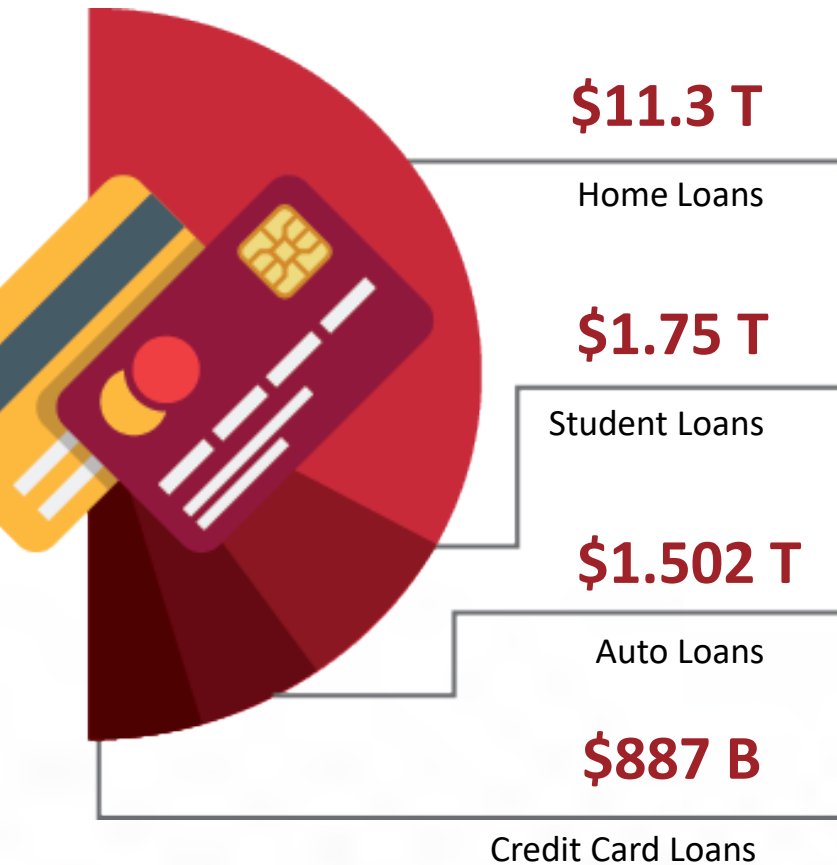
- Clear and Present Risks
- How Analytics and Technology Reduce Risks & Expenses
- Recovery & Compliance
- Asset Protection Toolkit



POTENTIAL RISKS AHEAD

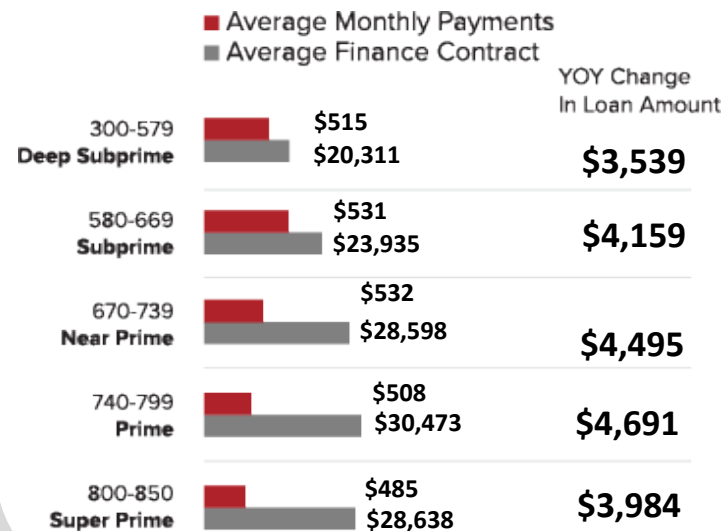
Consumer Debt \$16.15 T Q2

There has been consistent growth in these four main areas of debt:



Average Used Car Loan Amount

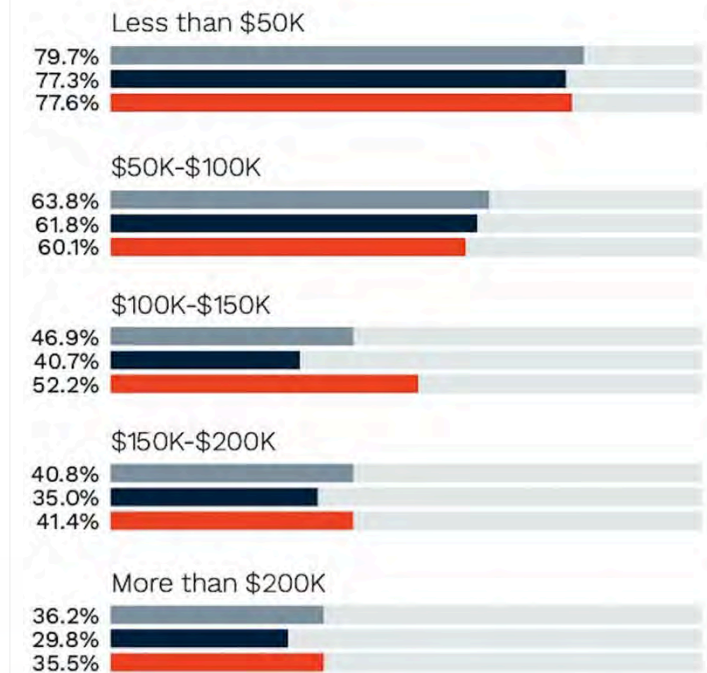
Financed by Risk



The Paycheck-To-Paycheck Report

63% Americans are Living Paycheck To Paycheck

33.5 million Americans spent more than they earned in the past six months



Source: PYMNTS.com
New Reality Check: The Paycheck-To-Paycheck Report, August 2022
N = 3,583: Whole sample, fielded June 8, 2022 - June 27, 2022

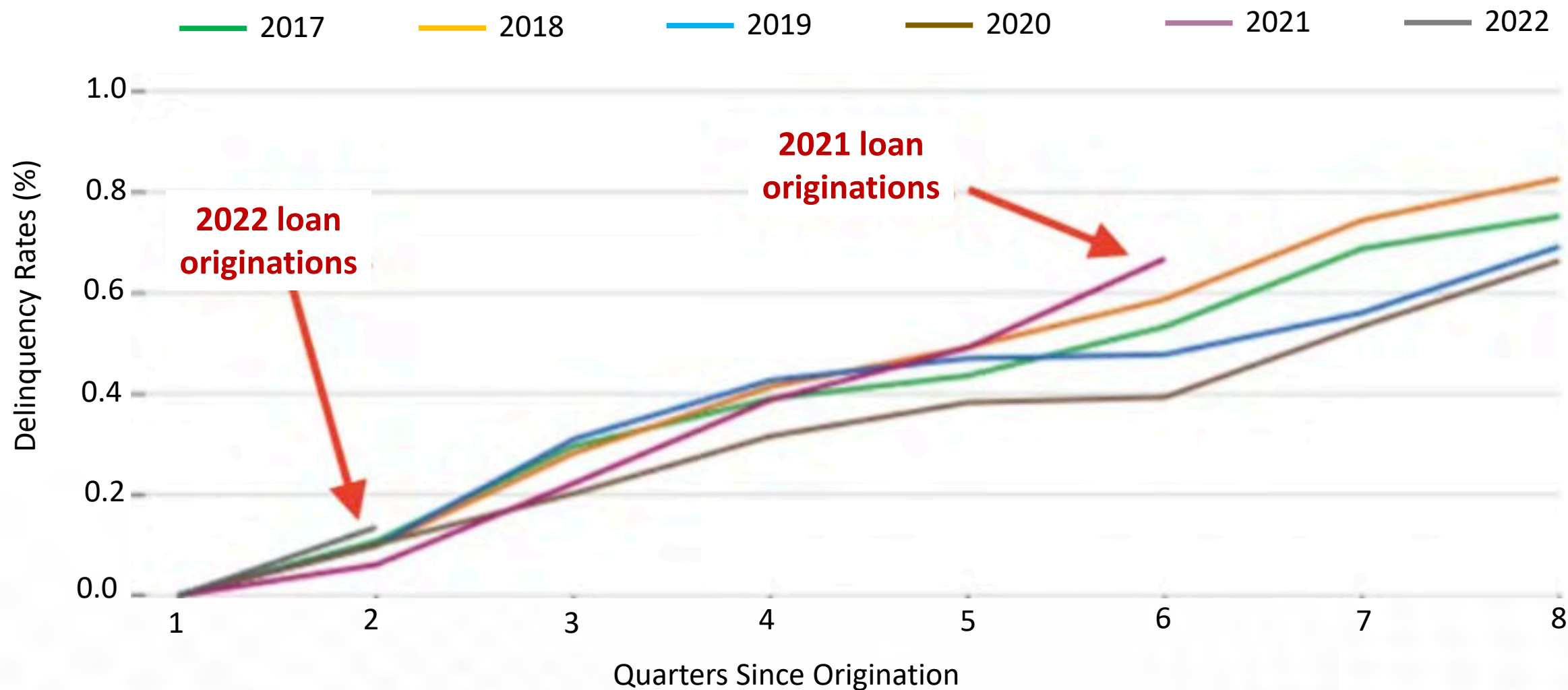
■ April 6, 2022
■ May 10, 2022
■ June 10, 2022

*Source: September 2022, Key Figures by American's Consumer Debt, Debt.org

*Source: State of the Automotive Finance Market, Q2, 2022



DELINQUENCY RATES LOAN ORIGINATIONS (YoY)

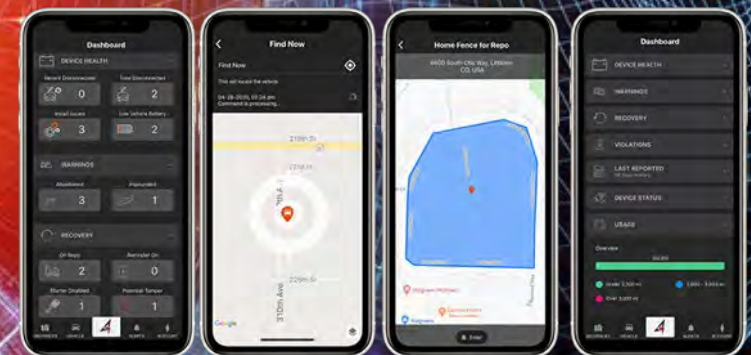
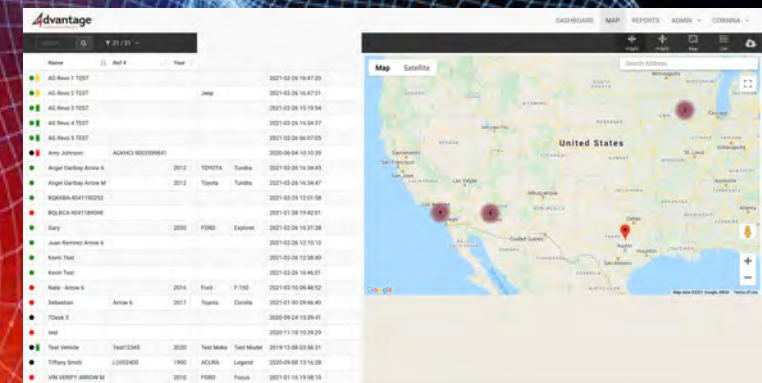


Source: Yahoo Finance, September 22, 2022



How can you protect your business?

MODERN GPS TECHNOLOGY

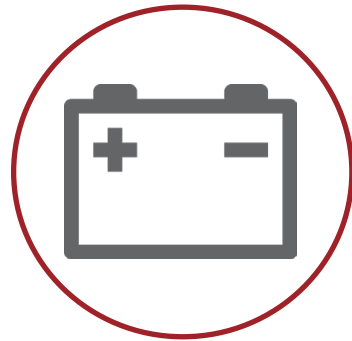


REAL-TIME COST-SAVINGS INTELLIGENCE

Vehicle Statuses, Location and Movement



Impound
Lots



Low Battery
Detection



Excessive
Mileage



Entering or Leaving
a Specified Area



Tamper
Detection



Stolen Vehicle
Recovery



Recourse



Reconditioning



COMPLIANCE ASSURANCE RECOVERY TOOLS



Partner with a Certified, Knowledgeable Recovery Agent
Understand the Latest Changes to the Safeguard Rules
Document, Document, Train, Train, Over Communicate





BEST PRACTICES RISK MTIGATION TOOLKIT



Integrate Modern Analytics To Monitor Your Collateral



Stay Updated on Legislation (NMIADA, NAF,,Advantage and ARA)



Document & Audit Collection Process



Train Collectors & Establish Consistent Practices



Hire Bonded, Certified Licensed Recovery Specialists



Build Relationship & Over-Communicate with Your Recovery Specialists



Provide Location Intelligence to Assist in Fast Recoveries



GPS Predictive Analytics to Guide Future Funding Decisions

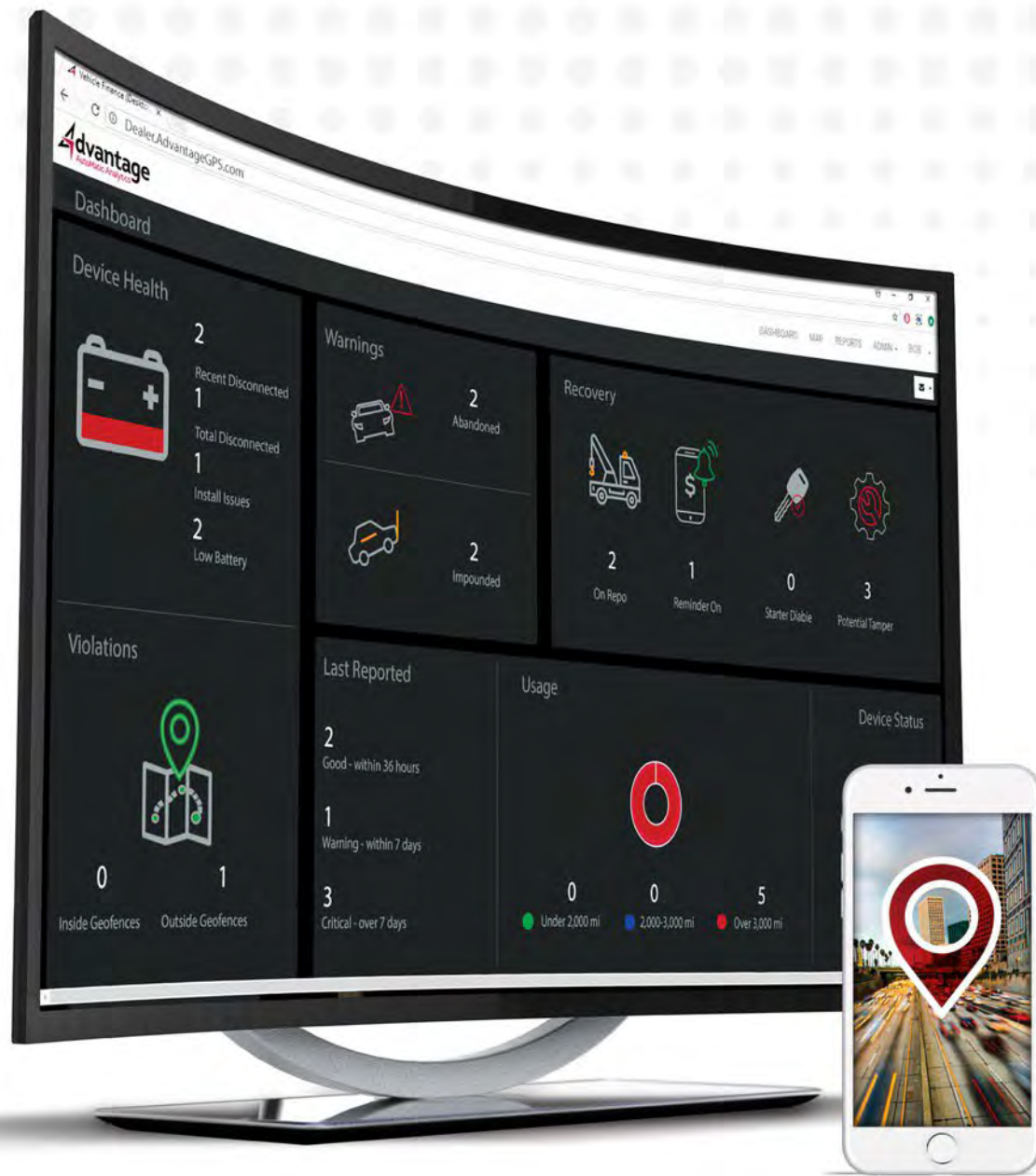


Support Associations in Educating State & Federal Legislators



Build a Culture of Compliance Internally & with Your Partners





Thank You



Lighting Security

Kara Alexzander
LSI Technologies





LSI Industries





- 1. About Me**
- 2. About LSI**
- 3. Why LSI?**
- 4. Safety Issues**
- 5. Exterior Lighting/Graphics/Controls**
- 6. Interior Lighting/Graphics/Controls**



WHO AM I?

History: Lighting industry for 20 years

Distributor - Sales & Marketing, PM

Industrial Design Company - Sales, Design

Custom Lighting Design - Product Design

Agency - Sales, Business Development

TERRITORY: NM, AZ, CA

Agent: Illumination Works



Kara Alexzander

Western Regional Manager, Automotive Market

***Fun Fact: I still own the car I learned to drive
with: 1995 Jeep Wrangler!**

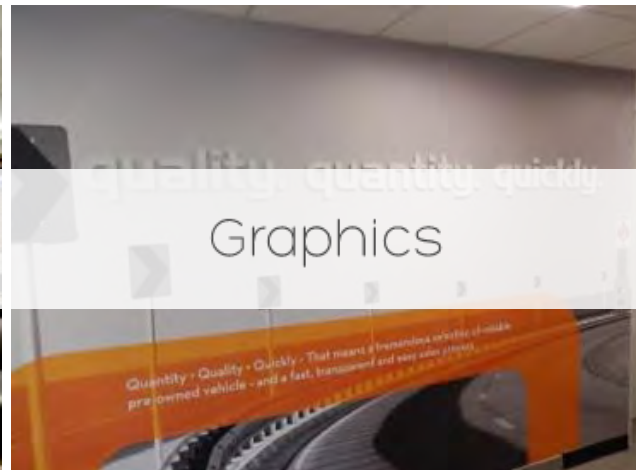




WHO ARE WE?

Commercial and Industrial Manufacturer

Specializing in Exterior & Interior Lighting and Signage for Auto, Petro, Warehouse, Parking, Grocery, Aviation, Sports & Education Verticals



New Mexico Concerns & Issues





Importance of Safety Through Lighting



Important TOPICS

**Two Types of Safety: Perceived
(customer), Onsite
(employees/product)**

How does lighting affect safety?

Who is your customer base?

What happens first in the buying
process?

Car service area Lighting

Lot safety



WHAT DOES THIS MEAN FOR AUTO?

- **Lighting** – Create a sense of safety, product safety and employee safety
 - Lot Safety
 - **Design** – We buy with our eyes first!
 - **Service** – Good lighting , good service: 50-85% of sales come from the service area!
- **Perceived Safety!**
 - **Buying – Dictated by WOMEN and MILLENNIALS according to research!**
 - 80% of the car purchasing decisions are made by women!
 - RATINGS! – Millennials buying online
- **SAFETY!** And we are creatures of habit! = Repeat business



WHAT ARE OUR STRENGTHS?



We Follow Trend!

We Know the Specs!

We Understand the Design!

- Service Area
- Exterior – FRONT ROW
- Showrooms
- Digital & Signage

We Design, Make & Supply!



EXTERIOR LIGHTING

Lighting



Graphics



Digital Signage



Controls



Dimly Lit Dealership



10000 Alliance Road
Cincinnati, OH 45242
513.793.3200

www.lsi-industries.com

Well Lit Dealership



10000 Alliance Road
Cincinnati, OH 45242
513.793.3200

www.lsi-industries.com



Exterior Light Issues



- **Poles** – Warranty, Cut Outs, Finishes, Universal Mounting Brackets
- **LEDs** – Shoebox Screw-In Replacements, Overseas Manufacturers
- **Lens** – Acrylic vs. Silicon, Heat Sinks, Precision
- **Service** – American Made vs. Overseas
- **Quantity of Heads** – Silicon vs. Acrylic/Glass
- **Quality vs. Quantity** – Lifespan of lights and design
- **Design** – Photometrics, Radiosity, Variability in Kelvin/Lumen Output
- **Controls** – Management of Lights at varying times for security and Longevity



OPTICS



Price Competitive with Better Technology
Creates Various Throws
Won't Crack or Break
Moisture Retardant
Flame Retardant
Won't Yellow
< Light Loss than polycarbonate/glass
IK8 Rated





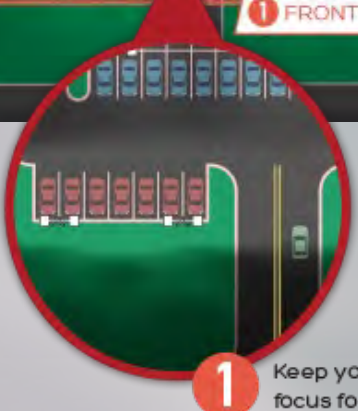
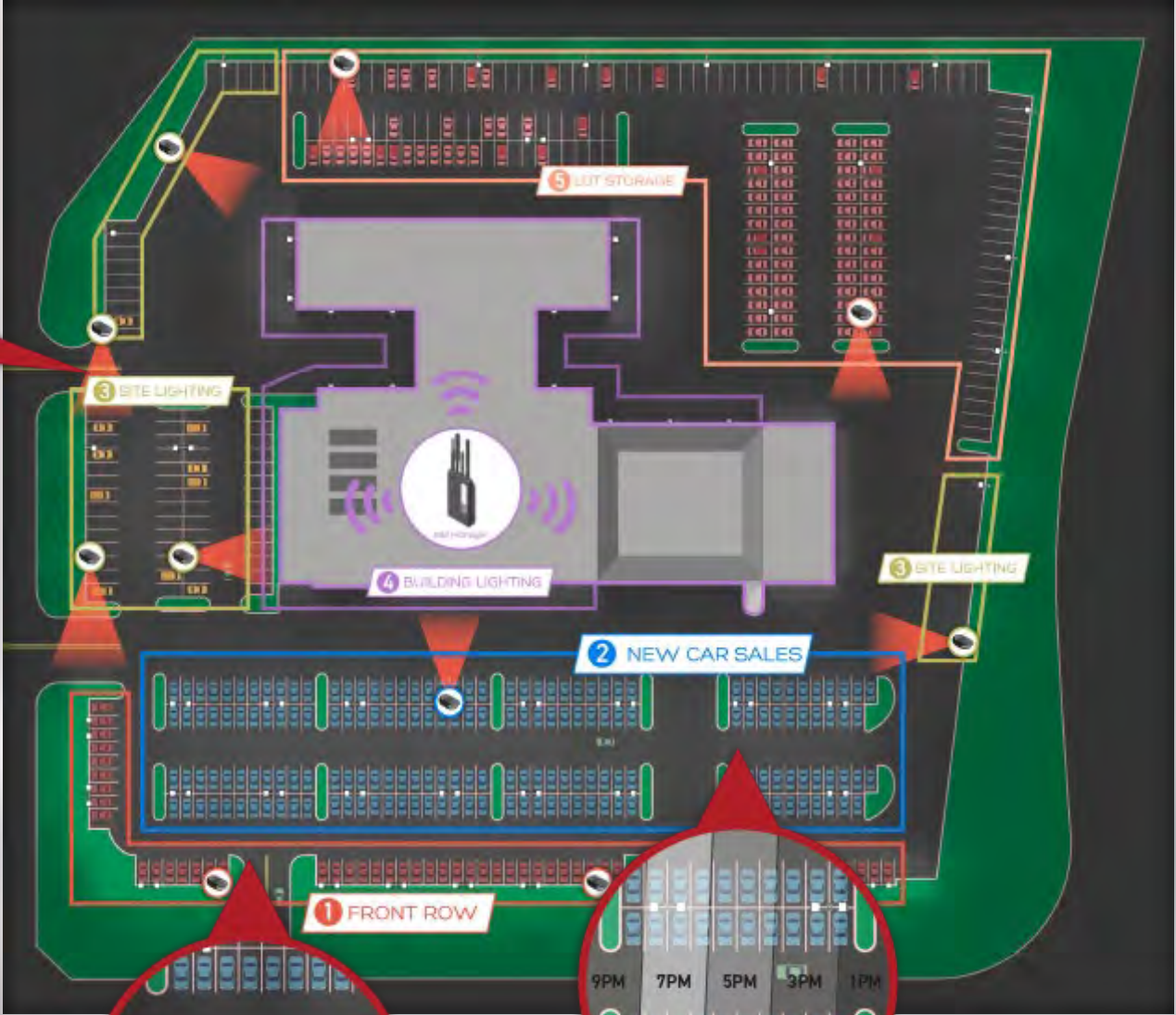
3
Motion Sensors can be both safety and sales tools by tracking when people enter your lot at anytime!



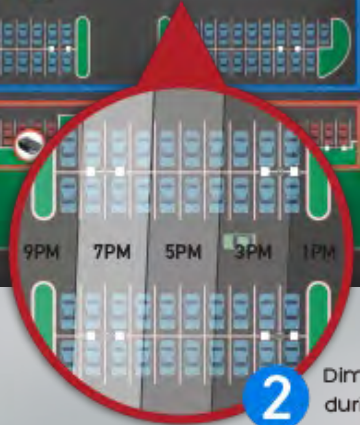
4
Control all your building lighting so they are off during daylight!



5
Minimize the light in storage to security levels while putting money back in your pocket!



1
Keep your front row the focus for every passerby!



2
Dimming your sales lot during off hours will help you save money while keeping uniformity to stay attractive to your after-hours shoppers!



Energy monitoring



Daylight harvesting



Scheduling



Occupancy/Vacancy sensing



Dimming control



Web-based site access



High-end trim



BACnet integration

All controlled from an online web app that can be used on any internet capable device!



BRANDING

- AAA
- Acura
- GM – back house
- Honda
- Hyundai
- Infiniti
- Kia
- Mazda
- Mercedes
- Mitsubishi
- Nissan
- Ryder Truck Rental
- Subaru
- Worldwide Equipment





INDOOR LIGHTING

Lighting



Graphics



Digital Signage



Controls



LEXUS Interior LED Solutions

Service Reception



AUM



AUL



ALI

CLICK IMAGES FOR LINKS

Restroom Options



LAD



DW

CLICK IMAGES FOR LINKS



LDL3

Display Lighting
CLICK IMAGE FOR LINK

Carwash



EG3

CLICK IMAGE FOR LINK

Detail and Service Options



SDL



ALI

CLICK IMAGES FOR LINKS

CLICK HERE
For Indoor Controls Click Here

CLICK HERE
For Photometric Layout



SDL



WNA

Parts, Storage, Admin Options
CLICK IMAGES FOR LINKS



RLS



RSS



HRZ



LAD

Vehicle Showrooms Sales and Reception Options



ASC



TRI

Sales Floor and Sales Office Options



ALI



LPASC

New Vehicle Delivery





CUSTOM SOLUTIONS



Mercedes Autohaus³

LSI has their own Light Sculpture



The Light Sculpture revives the design of graphic and room elements and gives the visitor a unique first impression



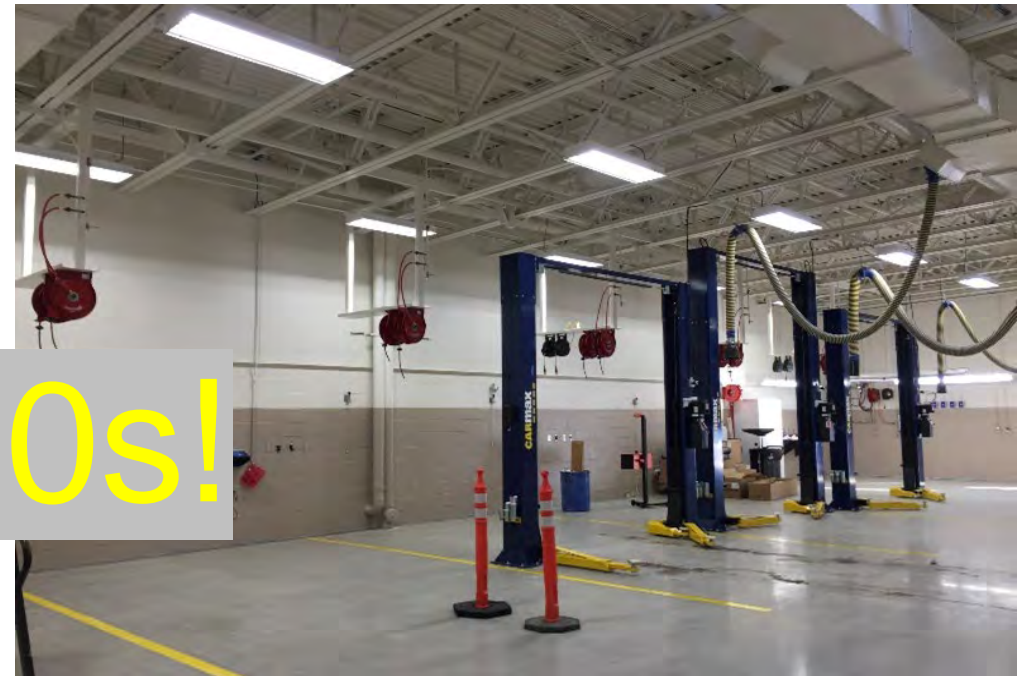


[Quiet Lounge >](#)

SERVICE AREA



#1 Area of Focus



40s!

What's the average age of a technician
and the average age you lose your vision?

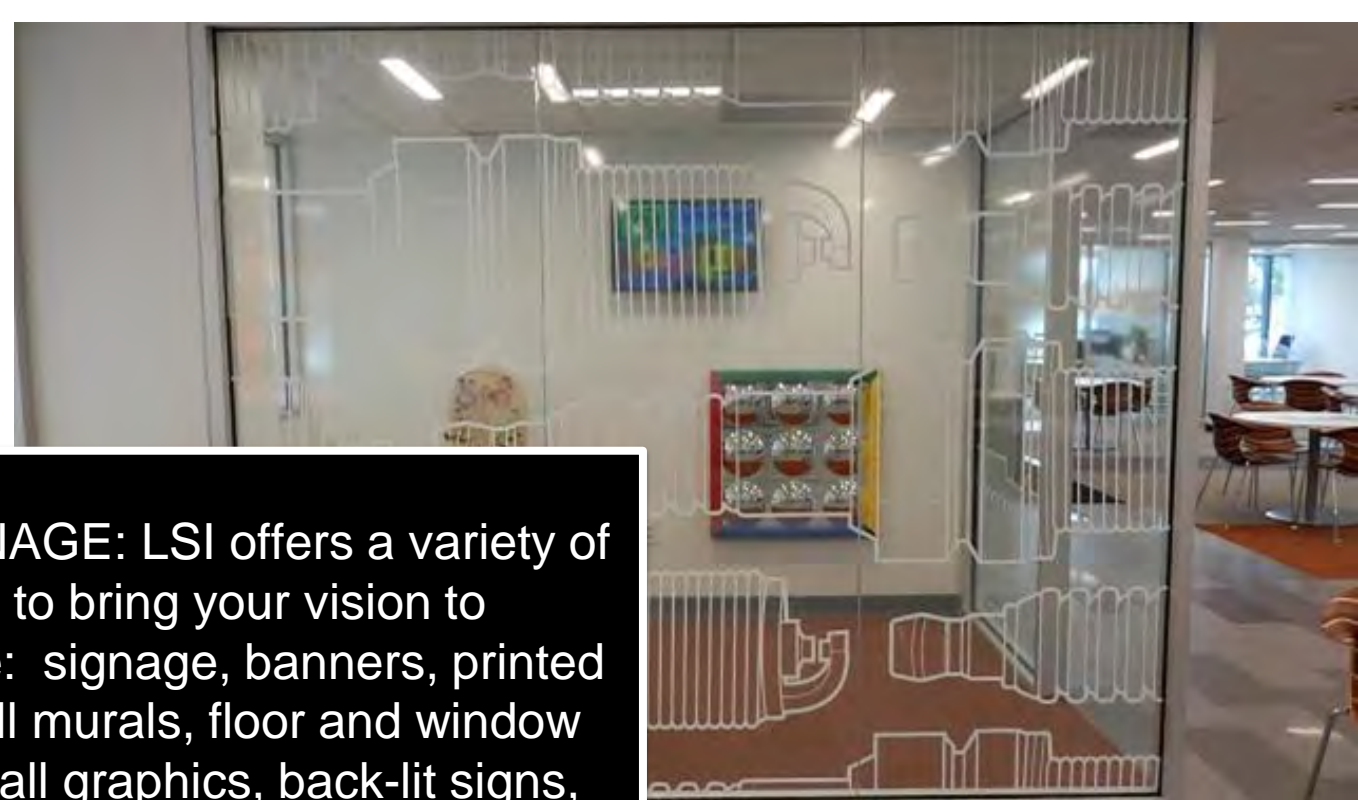
TRANSPARENCY = TRUST

If you can see it, you can trust it!

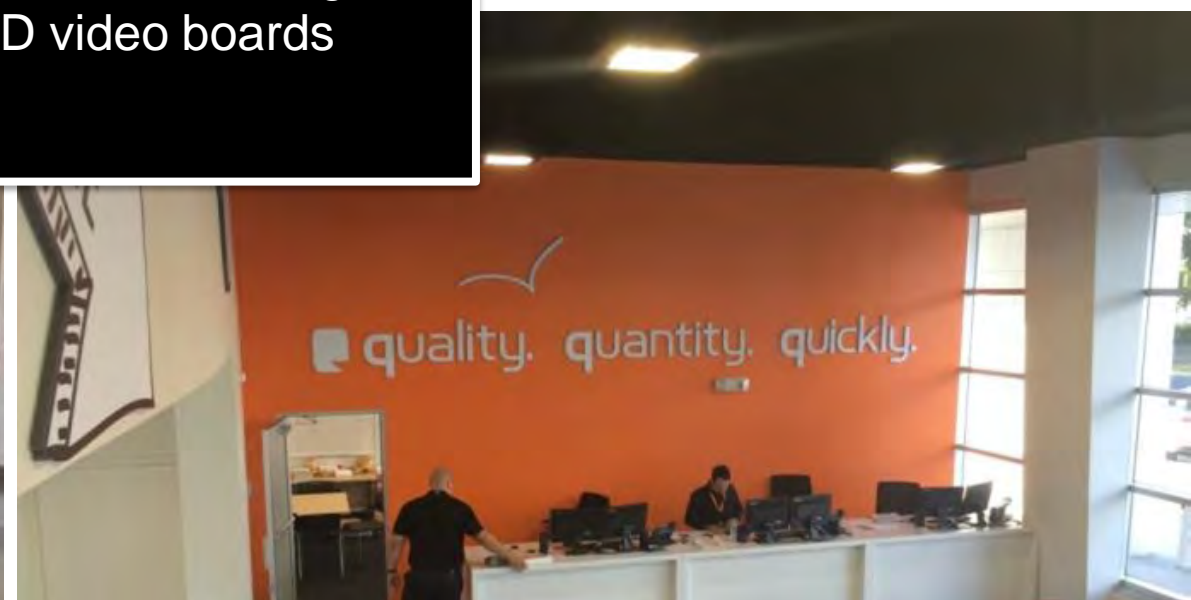
If it is clean, you can trust it!

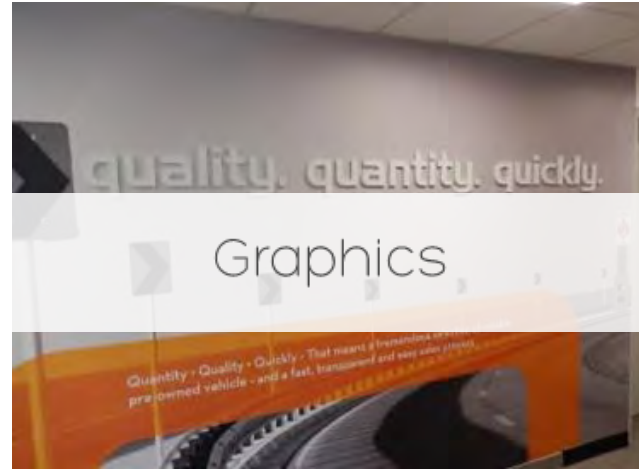
If technicians, sales people and customers are happy, you can trust it!





GRAPHICS/LED SIGNAGE: LSI offers a variety of graphic solutions to bring your vision to life. Examples include: signage, banners, printed vinyl & wallpaper, wall murals, floor and window graphics, magnetic wall graphics, back-lit signs, LED display modules, LED video boards and more!





We make it LOOK good with lighting and branding creating SAFETY!

THANK YOU!



Expo Break



Marketing Panel

David Swope, RW
Damian XX, RR
Carlos Bazo, Dealer
Jeda Craddick, Dealer





Lunch





Extended Warranty
Power

George Benzing
Oak Group

- George Benzing
- National Sales Director
- The Oak Group

- Cell (708)504-7723
- GBenzing@fandi.com
- www.fandi.com





Do You Know Who Your Customer Really Is?

- 60% of Americans live month-to-month financially
- Percentage is increasing rapidly with inflation
- Fastest growing month-to-month group makes \$100-150K a year
- Only 4 in 10 of your buyers has \$1,000 or more in emergency savings
- Catastrophic Expenses #1 reason for personal bankruptcies

How Do You Protect Your Clients?



Ensure your client isn't stuck with a catastrophic expense associated with the car you sold

GAP and Vehicle Service Contracts ARE NOT REALLY AN OPTION ANYMORE

Almost all clients are upside down early in vehicle loans
Large deficiencies make your client poorer

Major vehicle repairs rate of inflation is more than 4X higher than overall rate
Increased use of technology in vehicles has pushed repair expenses to all time high

Selling a vehicle today without protection is a disservice to your customer and your business

Monthly payments are manageable
Clients will remember who protected them

What's in It for YOU?



Increased profitability - Who doesn't want to gross 50% more per vehicle?

Higher Customer satisfaction and retention

Pay your own service department

Utilize the cash to grow your wealth, not just make a living

How Do You Translate Product Sales Into Wealth?

5 Easy Steps to an Integrated Plan



1. Sell Your Customer what they need
2. Make a plan to reinvest the additional profit
3. Have a stable partner to execute the plan
4. Use your partner to identify & adopt best practices
5. Share in partner underwriting profits over long term

Development & Training

Training is a process, not an event.

Our training and development starts with an analysis of the current state.

- Profit opportunity analysis (performed quarterly)
- Evaluating current F&I staff to determine areas of strength and areas that need improvement
- Establishing benchmarks, setting objectives and documenting what needs to be achieved

We provide Dealer Performance Reports to manage, measure and communicate results to the business owners at the end of every development visit.



Compliance Essentials

We take compliance very seriously. The Oak Group sits on the Board for the Ethical F&I Managers Conference, and we are also moderators for EFI on Facebook. We provide a suite of web-based training through our partners, Mosaic Compliance Services and AFIP to help dealers meet the unique compliance requirements for the F&I office.

- F&I Essentials Core Package- No charge to qualifying dealers
- Upgrade options at a substantially discounted rate for dealers who want a broader, dealership-wide compliance management system
- On-site dealer compliance audits available for a charge



Full Suite of F&I Benefits

We offer a full suite of benefits that can be fully customized to your needs:

Vehicle Service Contracts

- New and used VSC
- CPO wraps
- Short-term programs, ideal for leasing
- High mileage programs

Limited Warranty Programs

- CPO LW
- Lifetime

Wear Coverage

- SelectCare

Maintenance Program

- Fully customizable
- Dealer co-branding available

Total Loss and Theft

- Guaranteed Asset Protection (GAP)
- Theft Protection
- Key Replacement *

Protection Programs*

- Road Hazard Tire & Wheel
- Cosmetic Wheel Repair
- Paintless Dent Repair
- Paint Scratch Repair
- Fabric Repair
- Windshield Repair
- Appearance Protection

* *Offered individually or as a bundled plan*



Wealth Building

Our comprehensive dealer participation programs are uniquely tailored to your specific goals. Discover unlimited potential for profit.

- We offer Retro's, CFC, NCFC, Dealer Owned and DOWC programs
- We offer reinsurance for all products (excluding Maintenance)
- NCFC structure available to our dealers is one of the most uniquely structured programs in the industry
- CFC – Accelerated equity based on projected ultimate loss
- We're committed to working with our dealer partners to determine which of our equity programs best suits their needs and financial goals
- We provide full reporting and analytics to help dealers manage their programs for ultimate success



About The Oak Group?

The Oak Group is the parent company of AMS and Equi-pro. Our mission is to:

- Help our clients succeed at every customer touchpoint.
- Deliver incomparable customer service, integrity and breadth of offerings.
- Deliver value without any expectation.
- Help dealers sell more cars by giving shoppers the confidence to become buyers.
- Offices located in:
 - Atlanta, GA
 - Wilkes-Barre, PA
 - Chicago, IL
 - Scottsdale, AZ

- George Benzing
- National Sales Director
- The Oak Group
- Cell (708)504-7723
- GBenzing@fandi.com
- www.fandi.com

Thank You!





Red Flag Rules

Adelina Torres Arreola
Marti Lynn King

- A





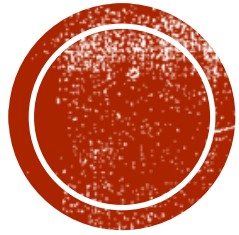
Compliance Tips for

Red Flags Rule



RED FLAGS RULE: WHAT IS IT?

The “Red Flags Rule” requires your dealership to develop and implement a written Identity Theft Prevention Program (ITPP) to detect, prevent, and mitigate identity theft effective January 1, 2011, enforced by the FTC.

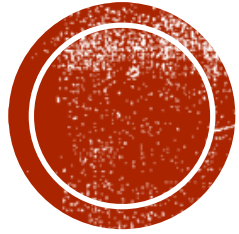


The Red Flags Rule protects consumers and businesses from the increasing risk of identity theft.

Identity theft can cause huge problems for individuals and business from damaged credit, unpaid bills to empty bank accounts.

Auto dealerships must follow the Red Flags Rule because you assist in helping a customer obtain financing for the vehicle purchased.

WHY IT MATTERS:



- As a dealership you are the bridge between your customer and the financing institution, you are frontline to detecting a possible stolen identity.
- You may potentially be liable if Red Flags Rule are not in place or followed.
- It is crucial to ensure all staff is trained and understands your Red Flags process.




WHAT ARE SOME RED FLAGS?

1. Suspicious or inconsistent identification documents
2. Fraud alert within a customer's credit history
3. Account activity – generally will not apply to dealerships
4. Mail or email that is undeliverable, customers not responding to communications



WHAT SHOULD MY RED FLAG PROGRAM CONTAIN:

- 
1. Identification of Process for Red Flags
 2. Detecting Red Flags
 3. Process to Prevent & Mitigate Identity Theft
 4. Ensure you update program as needed.

Identify: Look for patterns, practices or specific activities that indicate the possible existence of identity theft.

Risk Factors – different types of accounts pose different kinds of risk.

Sources of Red Flags – Consider other sources of information, including experience of other members of your industry.

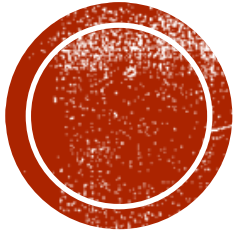
Categories of Common Red Flags – Warning signs – fraud or active-duty alert on credit report, a notice of credit freeze in response to a request for a credit report, notice of address discrepancy provided by a credit reporting company.

Suspicious Documents – ID looks altered or forged, person doesn't look like the photo or match the physical description, information on the identification differs from what the person with identification is telling you or doesn't match a signature card or recent check.

An application looks like it's been altered, forged, or torn up and reassembled.

HOW DO I DETECT AND EVALUATE IF A RED FLAG HAS OCCURRED?

HOW DO I DETECT AND EVALUATE IF A RED FLAG HAS OCCURRED?

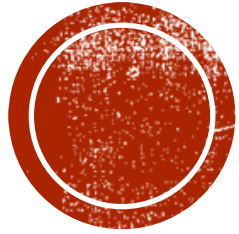


Detect: Employ procedures to detect the presence of any of your identified red flags and be sure to cross-reference customer identities against multiple databases.

Respond: Ensure you have processes in place to respond to identity red flags in customer transactions but cannot adequately clear them with the customer.

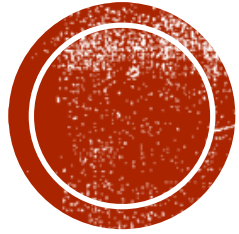
Update: Change your ITPP periodically, based upon your dealership's own experiences and new information concerning identity theft from regulators, law enforcement, and industry experts.

WHAT SHOULD I DO IF A RED FLAG IS DETECTED?



1. Do not proceed with transaction.
2. Request further identification from the person and if necessary, 3rd party sources.
3. Fully assess the risk of the Red Flag.
4. Ensure your due diligence is met and that there is no reasonable basis to believe that identity theft is involved. If satisfied no further action required.
5. If there is still concern, contact your supervisor or Program Coordinator to further discuss and determine action.
6. Do not complete the transaction or open the account unless you and the supervisor have determined there is no identity theft.

WHAT IF WE ALREADY PROCESSED THE SALE?



1. Notify the customer
2. Notify law enforcement
3. Notify any creditor to whom the obligation has been assigned
4. Freeze all further activity
5. Stop any collection activity
6. Notify other departments of the dealership in the event the vehicle is returned
7. Notify the Program Coordinator



OTHER ITEMS TO BE ON THE LOOK OUT FOR

- Credit freeze.
- Address discrepancy on consumer report.
- Fraudulent documentation.
- Multiple identifications from different states.
- Be alert to suspicious statements or behavior of the customer.

YOU MAY REMEMBER THIS BOLO



Suspect Identified Identity Theft Fraudulent Purchases

On 07/18/22, Suspect Christopher Campos, visited several car dealerships in the Albuquerque area attempting to fraudulently purchase vehicles using the names Kenneth Ottaway and Diego Esteban. Campos used his real photograph on two stolen identities from Texas. Campos currently has two outstanding felony warrants for his arrest for related crimes. If you see Campos please call police.
Thank you to the New Mexico Independent Auto Dealers Association for bringing this to the attention of all stakeholders.



July 19, 2022

What were the Red Flags?

- Altered Identification
- Fake paycheck stubs
- Arrived late to dealership to "buy"
- Suspects story was off

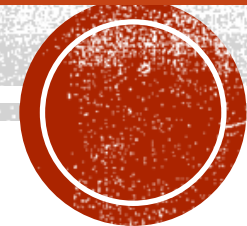
Dealership action:

- Verified ID was not the person
- Alerted finance institution
- Notified law enforcement
- Alerted NMIADA

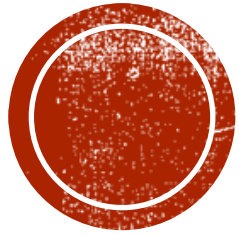
Result:

- Other dealers reached out re: same person but different names.
- Other suspects involved
- Arrests

Consider investing in technology to
detect fraudulent identifications.



FOR ADDITIONAL INFORMATION ON RED FLAGS RULE



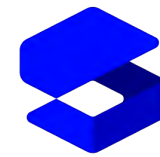
Go to the Federal Trade Commission website:

<https://www.ftc.gov/business-guidance/resources/fighting-identity-theft-red-flags-rule-how-guide-business>



Max Marketing with
Min Spending

Nick Askew
Space Auto



spaceauto



Nick Askew

CEO + Founder





**“ A recession will be a
lucrative opportunity for
those willing to innovate ”**

Less demand,
Scarce inventory,
Higher interest rates





**We just
need to sell
more cars**



BUSINESS PROBLEM

Wholesale vehicles are hard to find at my local auction, and it's affecting our sales volume.

BUSINESS PROBLEM

Wholesale vehicles are hard to find at my local auction, and it's affecting our sales volume.

BUSINESS SOLUTION

Buy back more cars directly from consumers, and trade them into nicer, newer vehicles.

BUSINESS PROBLEM

We are a BHPH, and the volume of credit apps for A +B tier customers is severely down.

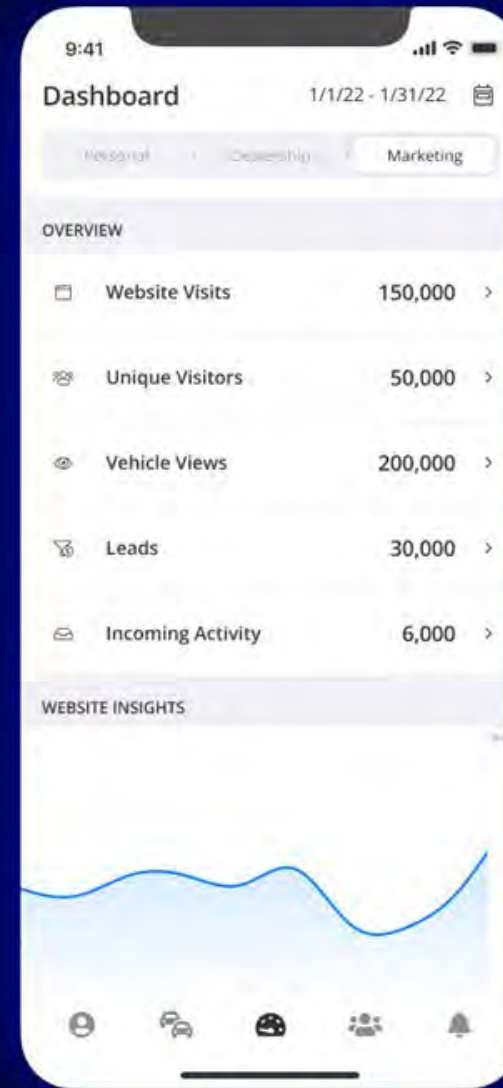
BUSINESS PROBLEM

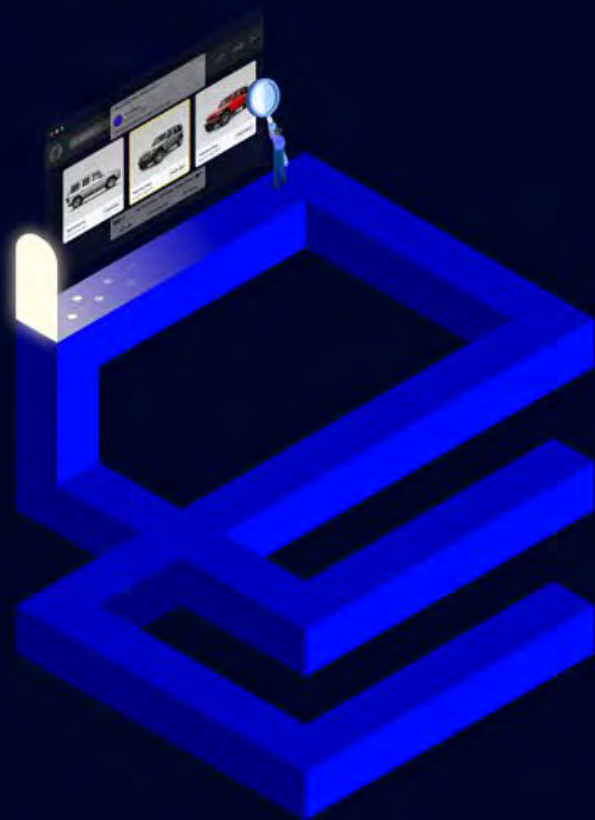
We are a BHPH, and the volume of credit apps for A +B tier customers is severely down.

BUSINESS SOLUTION

Drive more pre-approvals and push as many of them as possible to full credit applications.

**Understand your
own business data.**





Traffic

Google ads, organic traffic, social media ads, email, etc.

Website

Interacts with dealer content, inventory, fixed operations.

Leads

Customer sending contact in exchange for info or service.

Sales

Automatic and human communications from sales team.



Traffic

Google ads, organic traffic, social media ads, email, etc.

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Interacts with dealer content, inventory, fixed operations.

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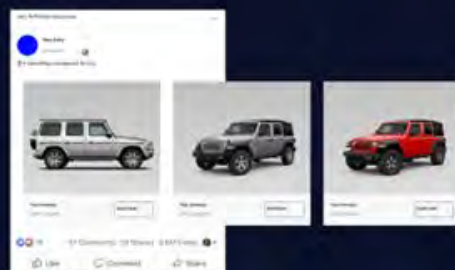
One combined customer journey

FROM CLICK TO CLOSE



BUSINESS SOLUTION

Buy back used cars directly from consumers.





BUSINESS SOLUTION

Buy back used cars directly from consumers.

Great offers on your trade.



Fast

Lorem ipsum dolor sit
amet, consectetur
adipiscing elit.



Easy

Lorem ipsum dolor sit
amet, consectetur
adipiscing elit.



Great Deal

Lorem ipsum dolor sit
amet, consectetur
adipiscing elit.



2021 Jeep Wrangler
Unlimited Sahara 4x4

START DEAL

Buy back used cars directly from consumers.

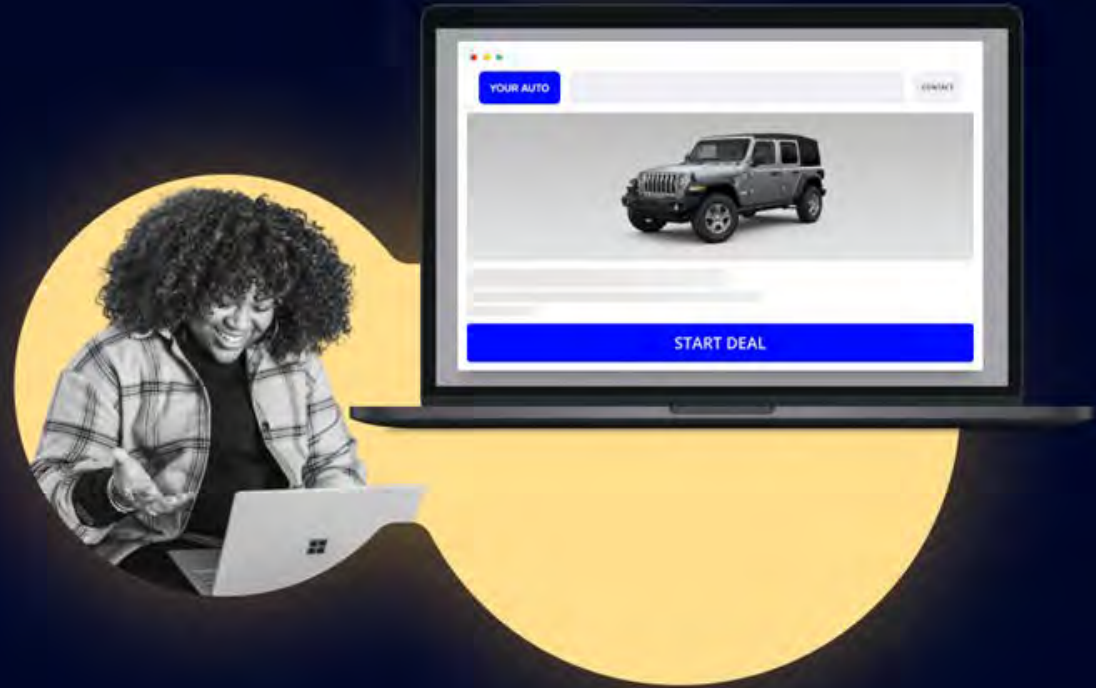


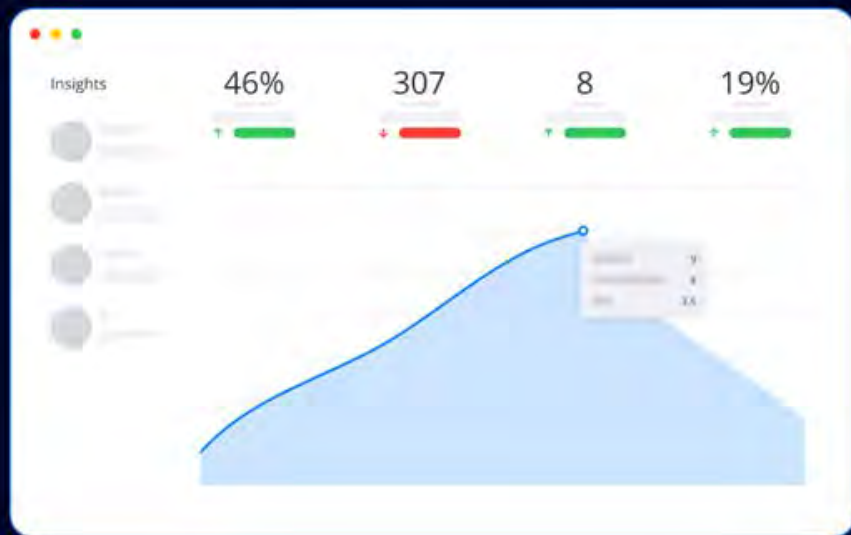


BUSINESS SOLUTION

Buy back used cars directly
from consumers.

Providing digital customer service





Inspect what you expect, and then make it better.



#1

**Increase
marketing
effectiveness**

#2

**Reduce cost
of marketing
and tools**

#3

**Create a
better
experience**



**All your dealership
needs in one space.**

WEBSITE + RETAILING + CRM + MARKETING

ORMAXX



byrider



**AUTO
SMART**



Nick Askew
nick@space.auto





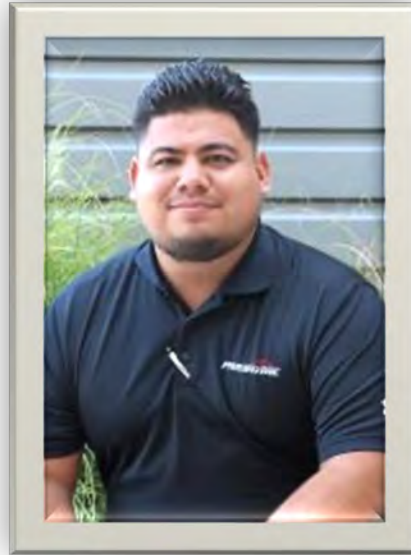
Expo Break





Catalytic Converter Theft Crisis

Miguel Alcala
Richard Benevento



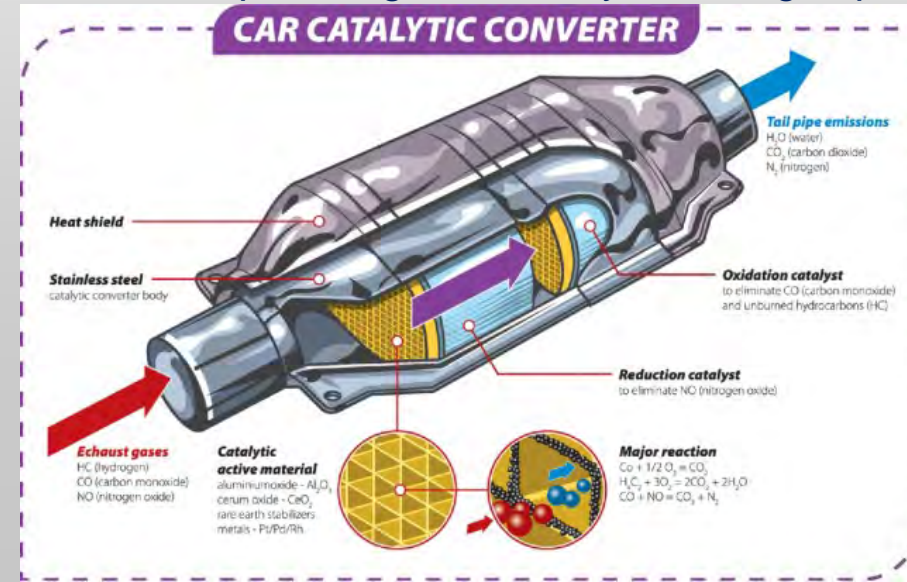


CONVERTER PROTECT

Powered By Dealer Loyalty Protection

WHAT IS A CATALYTIC CONVERTER AND WHY DO I NEED IT?

- The catalytic converter is a device in the exhaust system that converts toxic gases and pollutants into less toxic pollutants. It is a critical piece to passing a vehicle emissions test.
- When the catalytic converter has been removed, your vehicle will make a loud roaring sound that will get louder as you push the gas pedal. Your car might also make a sputtering sound as you change speed, or you'll notice it's not driving smoothly.





CATALYTIC CONVERTER THEFT

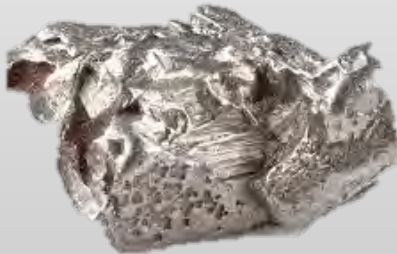
- The latest trend amongst auto thieves is stealing a vehicle's catalytic converter while the vehicle is parked. Sliding underneath the vehicle and cutting the exhaust on either side of the converter with a reciprocating saw can take as little as 30 seconds.
- The easy accessibility, coupled with the high value for the converter makes it an easy choice for thieves preying on your vehicle.



PRECIOUS METALS



- The value of the catalytic converter lies in the rare metals used to convert toxic gases and pollutants in exhaust gas from an internal combustion engine into less-toxic pollutants.
- These metals, Rhodium, Palladium and Platinum, are used to catalyze a redox reaction inside the converter, reducing the toxic emissions.
- When a catalytic converter is stolen, these precious metals can be recovered and sold. There are some companies that will purchase converters and pay anywhere from \$140 to \$1,500.

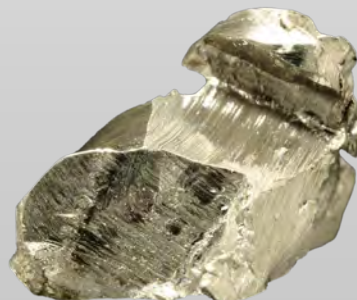


PLATINUM

\$868/OZ

PALLADIUM

\$2,197/OZ



RHODIUM

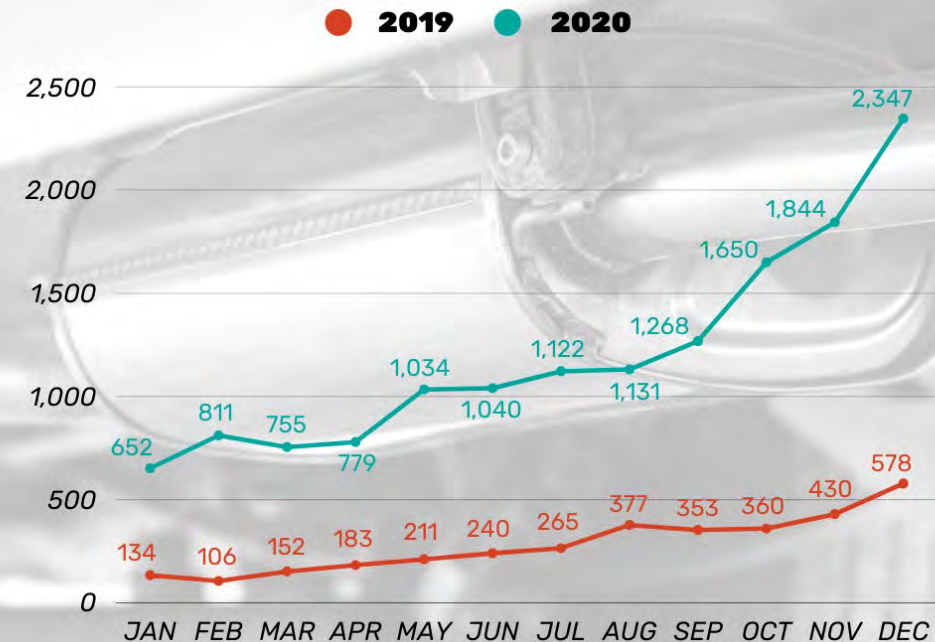
\$14,250/OZ

CONVERTER THEFT STATISTICS



- Albuquerque PD said there have been 352 incidents where a catalytic converter was removed or stolen off a car this year from January to June. That number is almost triple what it was for the same time last year.
- Catalytic converter thefts more than quadrupled in 2021. It's estimated there were 66,485 thefts nationwide, a 361% increase from all reported thefts of catalytic converters in 2020, now a new record in theft.
- From 2018-2021 there has been a 1,215% increase in catalytic converter thefts nationwide.

CATALYTIC CONVERTER THEFTS BY MONTH



WAYS TO PROTECT YOUR CONVERTER

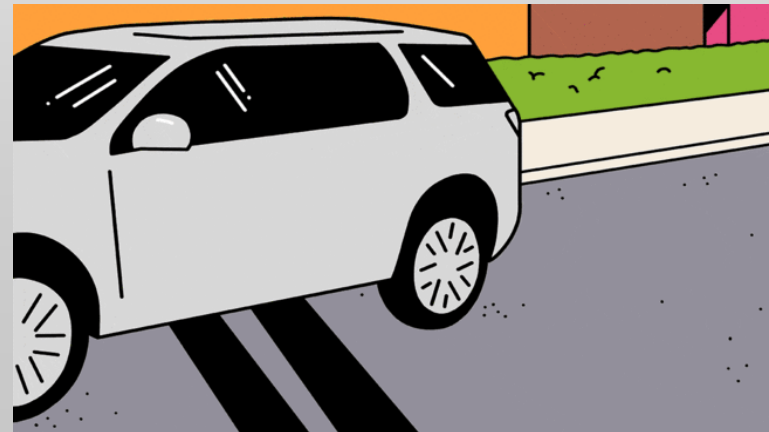
- Weld stainless steel cables around the converter.
- Cover the converter with a cage made of Rebar or other high strength metal.
- Install a steel shield over the converter and surround the exhaust pipe which requires extra time and tools to remove.



WAYS TO PREVENT CONVERTER THEFT



- Park in a secure area.
- Have the vehicle's VIN engraved onto the converter to make it easier to identify if it is removed.
- Paint your converter to deter buyers. Some local police departments even offer free programs for painting.



OR YOU CAN USE OUR PRODUCT



- Only Dealer Loyalty Protections' Converter Protection Plan offers a label to affix to your converter with a traceable identification number. This prevents theft and offers a product warranty if the theft does occur, covering the cost of a replaced converter.





DLP CONVERTER PROGRAM OPTIONS

Option 1: Dealer Direct Sales

Option 2: Dealer Preload Sales

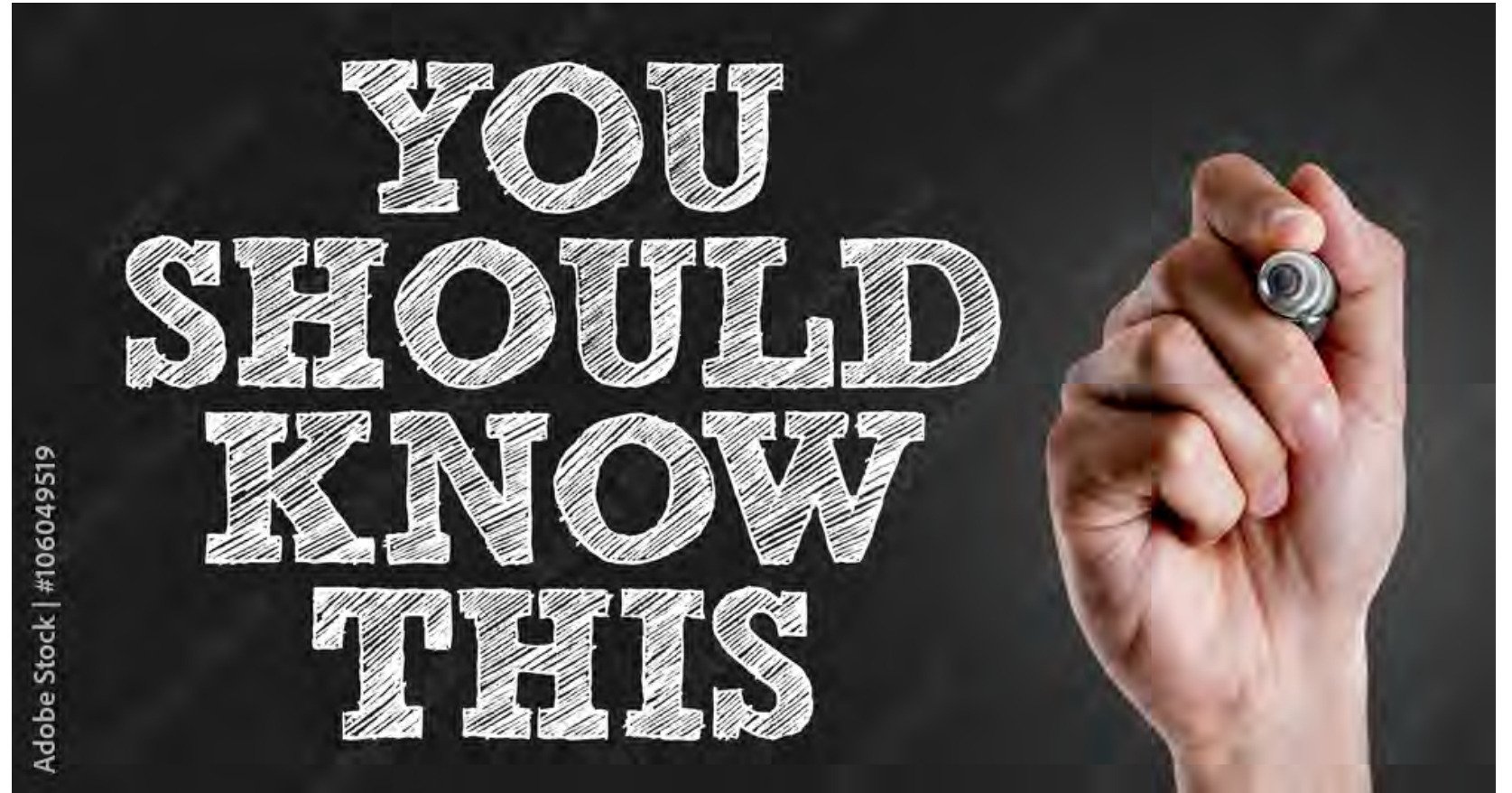
Option 3: Dealer Lot Load

Visit us at Booth 17 to discuss the best option for your dealership!



New FTC Safeguards Rules

Marc Powell





New FTC Safeguards Rules

Marc Powell

The Safeguards Rule took effect in 2003, but after public comment, the FTC amended it in 2021 to make sure the Rule keeps pace with current technology. While preserving the flexibility of the original Safeguards Rule, the revised Rule provides more concrete guidance for businesses. It reflects core data security principles that all covered companies need to implement.

THE NEW RULES TAKE EFFECT DECEMBER 9th!!



New FTC Safeguards Rules

Marc Powell

What does the Safeguards Rule require companies to do?

The Safeguards Rule requires covered financial institutions to develop, implement, and maintain an information security program with administrative, technical, and physical safeguards designed to protect customer information. The Rule defines customer information to mean “any record containing nonpublic personal information about a customer of a financial institution, whether in paper, electronic, or other form, that is handled or maintained by or on behalf of you or your affiliates.”



New FTC Safeguards Rules

Marc Powell

Your information security program must be written and it must be appropriate to the size and complexity of your business, the nature and scope of your activities, and the sensitivity of the information at issue.

The objectives of your company's program are:

- to ensure the security and confidentiality of customer information;
- to protect against anticipated threats or hazards to the security or integrity of that information; and
- to protect against unauthorized access to that information that could result in substantial harm or inconvenience to any customer.



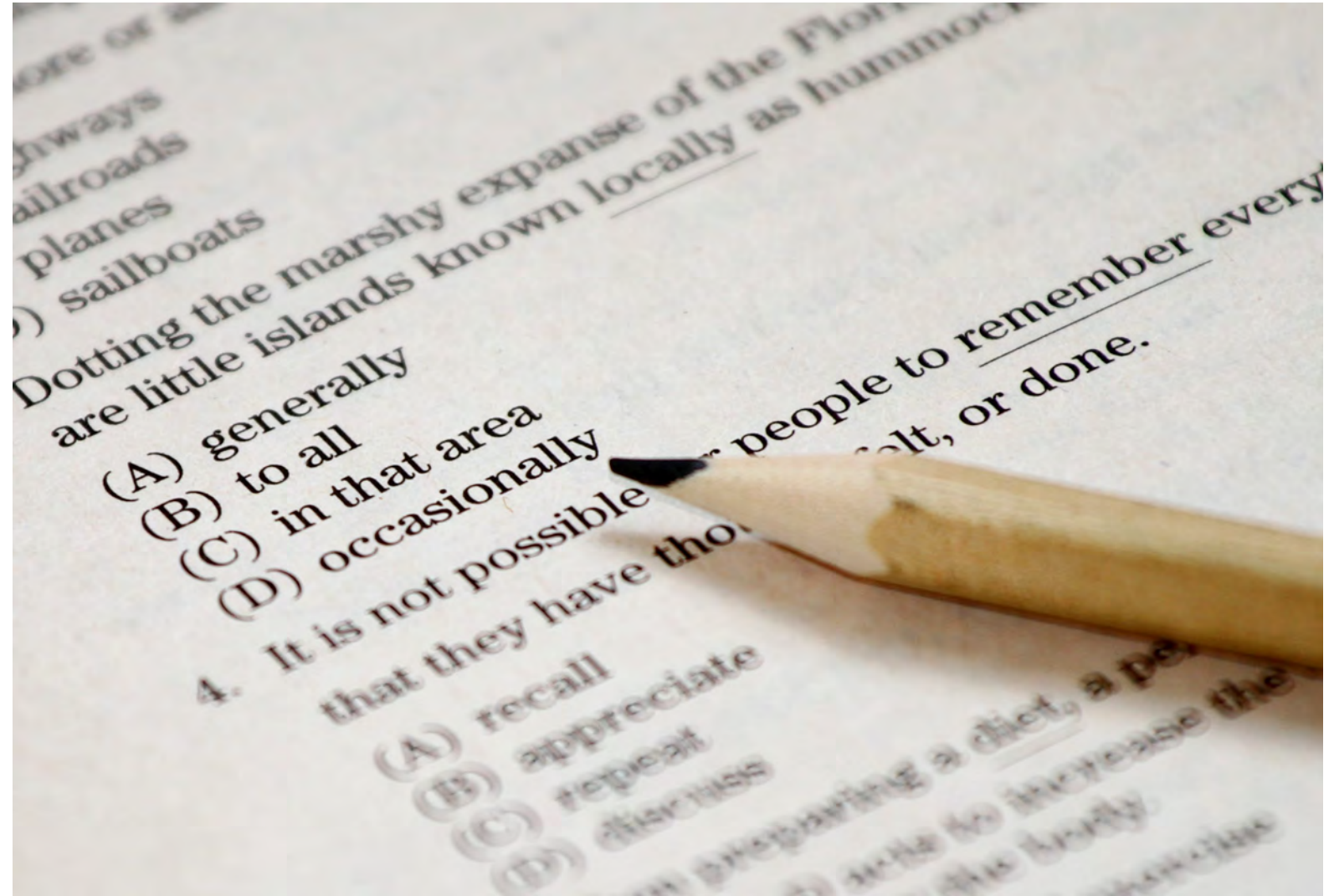
Expo Break





Compliance Q&A CE Testing

Marc Powell





**GOOD ORGANIZATION
IS THE
KEY TO COMPLIANCE**



Why Compliance Matters

- More paperwork to buy a car than a house in state of NM
- Not following state and fed regulations leads to triple damages
- Upset clients
- Lawsuits
 - If **ONE** part of the paperwork isn't accurate or in compliance you **WILL LOSE.**
 - Buying back vehicle is almost always best route



NMIADA Check List Ensures Compliance



NMIADA Dealer Closing Checklist

Customer: _____ Date: _____

Vehicle Yr/Make: _____ Model: _____ Deal# _____

Closing Agent: _____ Lienholder: _____

Deal Forms

- ☐ Drivers License
- ☐ Test Drive Agreement
- ☐ Privacy Policy
- ☐ Proof of Residency (x2)
- ☐ Buyer's Guide (Signed)
- ☐ Implied Warranty (Notary Optional)
- ☐ Waiver of Implied Warranty (Specify in detail)
- ☐ NMAG 6% Damage Disclosure (Notarized)
- ☐ NMAG 6% Vehicle Inspection
- ☐ Recall Acknowledgement
- ☐ Odometer Statement
- ☐ CarFax/ Autocheck (Signed)
- ☐ We Owe
- ☐ Arbitration Agreement

Finance Paperwork

- ☐ Credit Application
- ☐ References
- ☐ Credit Disclosure
- ☐ Bill of Sale
- ☐ Retail Purchase Agreement
- ☐ Finance Contract
- ☐ Insurance Coverage Agreement
- ☐ Power of Attorney
- ☐ Down Pmt Receipt *: _____
☐ Check ☐ Cash ☐ CC
- ☐ Gap Insurance
- ☐ Extended Warranty
- ☐ Lender Agreement

Drive-Out

- ☐ Proof Of Insurance
- ☐ Temporary Tag & Registration (x2 Printed)
- ☐ Emissions Certificate (Bernalillo)
- ☐ Extended Service
- ☐ Approval Sheet
- ☐ Affidavit of One In The Same (If Needed)
- ☐ VIN Inspection
- ☐ Deal Jacket

Trade-In

- Make: _____ Year: _____ VIN: _____
- ☐ Trade-In Appraisal
 - ☐ Bill of Sale
 - ☐ Title
 - ☐ Trade-In Odometer
 - ☐ Trade-In P.O.A.
 - ☐ Trade-In Pay Off Information
 - ☐ Payoff Sheet & Difference Form

NOTES:



Best Practices – Test Drive Agreement

TEST DRIVE AGREEMENT

Dealership_____Date_____Stock #_____

Customer Name(s)_____Telephone_____

Address_____City_____ST_____Zip_____

Drivers Lic #_____Issuing State_____Exp. Date_____

Ins Co. _____Policy #_____

Agent _____Telephone_____

Year_____Make_____Model_____VIN_____

I am requesting to operate the_____Dealerships vehicle for the purpose of testing the above described vehicle. I understand per the provisions provided below that the_____Dealership is permitting me to operate the above listed vehicle under my possession and control should I agree to the below listed terms.

1) I have a valid Driver's License to operate a motor vehicle in the state of New Mexico and I presently have in effect collision and liability insurance that meets or exceeds the state minimum requirements which will apply to the above listed vehicle while in my possession.

2) I cannot drive the vehicle more than_____miles and must return the vehicle to the dealership by_____am/pm or earlier if demanded by the Dealership, in the same condition as I received it. I cannot remove the vehicle from this state or use the vehicle in a negligent manner or in contradiction to the law. The above listed person will be the only permitted operator of the vehicle unless listed in the comments below along with all pertinent information.

3) In case of damage, accident, theft or vandalism involving the vehicle I, _____must report the issue to the Dealership, the police and my insurance company and deliver to the Dealership all notices, pleadings and documents regarding any claim, proceeding or suit related to my use possession or control of the above listed vehicle. I must also report to the dealership and pay any violations, fines and penalties arising out of my use or possession of the above listed vehicle.

4) _____Dealership has personally inspected with _____Customer the above listed vehicle and found it free of any possible defects, unless noted in the comments section below. The above listed customer will pay for any loss or damage to the vehicle that occurs while the vehicle is in my possession or control, plus the Dealership's related expenses. In addition, I agree to defend indemnity and hold harmless the Dealership from and against any and all losses, liabilities, damages, injuries, claims, demands, cost and expenses arising out of my use, possession or control of the vehicle and any breach of my responsibilities as set forth in this Agreement.

5) If I am in breach of this Agreement or fail to return the vehicle to the Dealership as required by this Agreement, I will be required to pay all expenses incurred by the Dealership to have the vehicle returned and the Dealership, or any of its agents or employees, may peacefully retake possession of the vehicle. The Dealership shall not be liable for loss of or damage to any property that I may have left in the vehicle, either before or after its return to the Dealership.

COMMENTS:_____

Date Out: _____Time Out: _____am/pmOdometer Reading Out:_____

By signing below, I acknowledge that the vehicle is the property of the Dealership and this Test Drive Agreement is solely for the purpose of allowing me to use the vehicle as permitted by the terms and conditions stated herein.

Customer Signature_____Dealership Representative_____

For Office Use Only:

Checked In By: _____On: _____At: _____am/pmOdometer Reading:_____

Comments:_____

copyright 2014 NMIADA



Privacy Policy

PRIVACY POLICY NOTICE



FACTS

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Credit history and credit scores
- Employment information and checking account information

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Dealership chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Dealership share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We do not share
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions?

Call Dealership or New Mexico Independent Automobile Dealers Association (505) 232-0809



New Buyers Guide

- Implemented on January 27, 2018
- New fines increased to \$16,000 per failure per vehicle
- Must be prominently displayed in vehicle
- If client speaks Spanish, Federal and State law require a Spanish Language Buyers Guide

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE _____ MODEL _____ YEAR _____ VIN NUMBER _____

DEALER STOCK NUMBER (Optional) _____

WARRANTIES FOR THIS VEHICLE:

☐ IMPLIED WARRANTIES ONLY

This means that the dealer does not make any specific promises to fix things that need repair when you buy the vehicle or after the time of sale. But, State law "implied warranties" may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.

NEW MEXICO STATE 15 DAY/500 MILE USED VEHICLE IMPLIED WARRANTY ONLY

☐ WARRANTY

☐ FULL ☐ LIMITED WARRANTY. The dealer will pay _____ % of the labor and _____ % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

DURATION:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

☐ SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights. ^

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE _____ MODEL _____ YEAR _____ VEHICLE IDENTIFICATION NUMBER (VIN) _____

WARRANTIES FOR THIS VEHICLE:

☐ IMPLIED WARRANTIES ONLY

The dealer doesn't make any promises to fix things that need repair when you buy the vehicle or afterward. But *implied warranties* under your state's laws may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.

(15 DAY/500 MILE NEW MEXICO USED VEHICLE IMPLIED WARRANTY ONLY)

☐ DEALER WARRANTY

☐ FULL WARRANTY.

☐ LIMITED WARRANTY. The dealer will pay _____ % of the labor and _____ % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

DURATION:

NON-DEALER WARRANTIES FOR THIS VEHICLE:

☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☐ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.



Best Practices Implied Warranty

- Have consumer sign both Buyers Guide and Implied Warranty Disclosure Statement
- When selling a car at retail you can not void 15 day, 500 mile, implied warranty under state law
- No "AS IS" sales
- However, specific defects, when disclosed to consumer, can be waived
- Must be specific in which defects you are waving



Implied Warranty Disclosure Statement

IMPLIED WARRANTY OF MERCHANTABILITY DISCLOSURE STATEMENT

Dealership_____ Date_____ Stk#_____ Color_____ Year_____

Make_____ Model_____ Miles_____ Vin#_____

Customer(s) Name_____

New Mexico Law requires that this vehicle will be fit for the ordinary purposes for which the vehicle is used for fifteen (15) days or five hundred (500) miles after delivery, whichever is earlier, except with regard to particular defects disclosed in the Waiver of Implied Warranty of Merchantability for Particular Defects. You the consumer will have to pay up to Twenty-Five dollars (\$25.00) for each of the first two (2) repairs if the Warranty is violated. Our Maximum liability shall not exceed the purchase price you paid for the vehicle. Please read below for information pertaining to the rights and remedies if the Implied Warranty of Merchantability is breached by either party.

The Implied Warranty Of Merchantability expires at midnight of the fifteenth (15) calendar day after the Date of Delivery or after the vehicle has been driven five hundred (500) miles from the Odometer Reading listed above, whichever is earlier. For the purposes of calculating the term of this warranty, any day on which the warranty is breached and all subsequent days on which the vehicle fails to conform with the implied warranty of merchantability are excluded. In addition, the miles that you must drive to obtain or in connection with a repair, service, or testing of the vehicle while it fails to conform with the implied warranty of merchantability are excluded.

If the vehicle fails to conform with the implied warranty of merchantability, you must give _____ dealership reasonable notice of the failure within thirty (30) days of the date of the failure and, before you exercise any other remedy, you must provide us with the opportunity to repair the vehicle. You must deliver the vehicle to the dealership or a service facility that we reasonably select and or authorize in writing for all repair work to be performed under this Warranty. We will not reimburse you for any covered repairs or services that are not performed by us, unless you have received written authorization in advance from _____ dealership to have the service, repair or diagnostic performed elsewhere and are able to provide us with the written receipts. We may, at our sole discretion, use used or remanufactured parts. The timeliness of the service or repair may be affected by the availability or the replacement part(s). Upon re-delivery of the vehicle to you, you must pay for one-half of the cost of the first two repairs necessary to bring the vehicle into compliance



Waiver of Implied Warranty for Particular Defects

WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS

Dealership Name _____ Date _____ Stck# _____

Customer Name(S) _____

Address _____ City _____ State _____ Zip _____

Vehicle being purchased Year _____ Make _____ Model _____ Miles _____

Vin # _____ Color _____

New Mexico law requires that the vehicle that you are purchasing be fit for the ordinary purpose for which the vehicle is used for (15) fifteen days or (500) five hundred miles after delivery, whichever is earlier, except with regards to particular defects disclosed in this waiver, also on the first page of the Retail Purchase Agreement. Due to unusual circumstances related to the prior use of this pre owned motor vehicle, the vehicle has the following defects which are listed below:

_____ Dealership will **NOT** perform repairs to remedy the below listed defects prior to or after the delivery of the vehicle to you the purchasing consumer. The defects that are disclosed are viewed AS-IS on the vehicle and with respect to these defects, and will not be covered by the 15 day / 500 mile Quality Assurance Law Of New Mexico. _____ **Dealership disclaims all express and implied warranties, including the implied warranty of merchantability and fitness for a particular purpose, as to them.** By signing this waiver, you waive your right to assert during the 15 day / 500 mile time period that the vehicle is not fit for the ordinary purpose for which the vehicle is used based upon any or all the above listed items. Further more you have had the opportunity to have the vehicle checked out by your mechanic ☐ (accepted) or ☐ (declined). This is not limited to the above listed items.

1) _____ 2) _____

3) _____ 4) _____

5) _____ 6) _____



NM 12.2.14 – 6% Inspection Rule

- 12.2.14.8.A
 - AFFIDAVIT REQUIRED
 - NOTARIZED
 - RETAIN FOR 4 YEARS
- 12.2.14.8.C
 - INSPECTION REPORT ATTACHED
- 12.2.14.12
 - 10 YEARS OR 125K MILES EXEMPT
 - MUST GIVE DISCLOSURE (HAVE BUYER SIGN)
 - "BECAUSE OF AGE IN EXCESS OF 10 YEARS OR MILEAGE IN EXCESS OF 125,000 THIS MOTOR VEHICLE HAS NOT RECEIVED A USED MOTOR VEHICLE DAMAGE INSPECTION PURSUANT TO 12.2.14.1 NMAC, ET SEQ., AND BUYER MAY OBTAIN INDEPENDENT INSPECTION, AT BUYERS EXPENSE, PRIOR TO PURCHASE"
 - IF DO INSPECTION, ABOVE RULES APPLY



6% Affidavit

Vehicle Prior Damage Disclosure Affidavit (6% Rule NMSA 57-12-6)

The Buyer is purchasing a ____ Year, Make _____ Model _____, Vin# _____
and _____ Miles at delivery on the Date _____

_____ (Selling Dealer), has notified in writing _____
(Buyer) that the above listed vehicle has had and or incurred prior damage, alteration, chassis repair work or
frame damage due to wreck damage. See the below listed items. The Seller has disclosed to the Buyer there
may be other repair work that was performed on the automobile that maybe unknown to the Seller. The Buyer
fully acknowledges these two disclosures. The Buyer has been offered the opportunity to ask questions
regarding the disclosure and to have the vehicle independently inspected __ Accepted __ Declined. The Buyer
with such knowledge and after test driving the vehicle, has agreed to purchase the vehicle with the prior
disclosed damage. (See Below for list of disclosed damages). (If more information and room is need please use
an addendum).

The above listed items does not impact the statutory 15/500 mile warranty. Other warranties provided in
connection with the above listed vehicle have not been impacted unless indicated below.

12.2.14.12 DISCLOSURE IN LIEU OF INSPECTION FOR HIGH MILEAGE/AGED MOTOR VEHICLES

Year:	Make :	Model:
Type:	Color:	VIN:

In lieu of the used motor vehicle damage inspection contemplated by 12.2.14.9 NMAC and the used motor vehicle damage inspection report contemplated by 12.2.14.11 NMAC, the seller of a motor vehicle which either: is 10 or more years old based on its model year or has more than 125,000 odometer miles, may provide the buyer of such a motor vehicle with a conspicuous written disclosure on a separate form containing a statement to the effect that:

"because of age in excess of 10 years or mileage in excess of 125,000 this motor vehicle has not received a used motor vehicle damage inspection pursuant to 12.2.14.1 NMAC, et seq., and buyer may obtain an independent inspection of the motor vehicle at buyer's own expense before purchase, if buyer so chooses."

Seller of a motor vehicle subject to this section is nonetheless obligated to make required disclosures pursuant to Section 57-12-6 NMSA 1978. Should the seller of such a high mileage/aged vehicle nevertheless choose to obtain a damage inspection and report on such a motor vehicle, the seller shall provide the inspection report and any applicable affidavit to the buyer as with any other used motor vehicle. [12.2.14.12 NMAC - N, 8/31/2016]

This form shall serve as the required disclosure required under 12.2.14.12 and at this time the dealer discloses that the age and mileage of the vehicle in this transaction allows for the dealer to **NOT** provide an inspection as required under 12.2.14.1. This disclosure is in lieu of the inspection and meets the standard presented in 12.2.14.12.

Customer Signature: _____

Customer Name: _____

Date: _____

Dealer Representative: _____

**Rule 12.2.14.14 Inspection Form**

Dealer Name:		Phone Number:	
Dealer Address:		Dealer Number #	
Year:	Make:	Model:	Color:
VIN:		Odometer:	
Overall Condition	None Noted	Yes	Description, if yes
Discovered Safety Issues	<input type="checkbox"/>	<input type="checkbox"/>	
Chassis or Structural Damage	<input type="checkbox"/>	<input type="checkbox"/>	
Non Industry-Standard Repair	<input type="checkbox"/>	<input type="checkbox"/>	
Unrepaired Damage	<input type="checkbox"/>	<input type="checkbox"/>	
Chassis Inspection	None Noted	Yes	Location-Details , if yes
Frame/Unibody Repair/Welds	<input type="checkbox"/>	<input type="checkbox"/>	
Frame Machine Pinch Marks	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	
Body Panel Inspection	None Noted	Yes	Location-Details, if yes
Replaced Body Panels	<input type="checkbox"/>	<input type="checkbox"/>	
Damaged/Repaired Body Panels	<input type="checkbox"/>	<input type="checkbox"/>	
Uneven Body Panel Gaps	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	
Paint Inspection	None Noted	Yes	Location-Details, if yes
Difference In Paint Color/Texture	<input type="checkbox"/>	<input type="checkbox"/>	
Uneven Paint Thickness	<input type="checkbox"/>	<input type="checkbox"/>	
Aftermarket Overspray/Mask-lines	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	

Was the motor vehicle placed on a lift to inspect the chassis? ☐ Yes ☐ No

Was a paint mil thickness gauge used to measure paint thickness? ☐ Yes ☐ No

Other Inspection Comments:

(Note discovered damage, alterations or repairs not otherwise disclosed on this form)

Good Faith estimate whether discovered prior alteration/damage/repair cost exceeds 6% of sales price? ☐ Yes ☐ No

Cost of Inspection: \$ _____ Date of Inspection: _____

Inspectors Name: _____

Inspectors Contact Information: _____

Inspectors Signature: _____

PRIOR ALTERATION/DAMAGE/REPAIR INSPECTION IS BASED ON GOOD FAITH OBSERVATION, MINIMAL DISASSEMBLY AND WITHOUT USE OF COMPUTERIZED MEASURING SYSTEM(S). See NMAC 12.2.14.1 et seq. (NOT A WARRANTY.)

[12.2.14.14 NMAC-N, 08/31/2016] Customer Signature: _____



Best Practices - Recall

BUYER ACKNOWLEDGEMENT REGARDING RECALLS

Customer Name: _____

Stock #: _____ Date: _____

VIN #: _____

Vehicle Description: _____

All motor vehicles are subject to potential RECALLS by the Manufacturer, and at the direction of the National Highway Traffic Safety Administration (NHTSA). Recalls and recall information change from time to time.

Current RECALL INFORMATION for this or any other vehicle is available from the NHTSA website SaferCar.gov, which includes a Vehicle Identification Number (VIN) lookup.

A SaferCar.gov lookup for your vehicle around the time of your purchase shows the following:

- ☐ No open recalls found.
- ☐ One or more open recalls found

Describe recall, if found:

- ☐ Unable to lookup, or lookup not performed.

(Buyer to perform Buyer's own SafeCar.gov lookup.)



Odometer
Disclosure Is
FEDERAL LAW

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, _____, state that the odometer
(transferor's name - PRINT)
(of the vehicle described below) now reads _____ (no tenths) miles
and to the best of my knowledge that it reflects the actual mileage of the vehicle described
below, unless one of the following statements is checked.
☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the
amount of mileage in excess of its mechanical limits.
☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING _____
ODOMETER DISCREPANCY.

MAKE	BODY TYPE	MODEL
VEHICLE ID-NUMBER		STOCK NUMBER
COLOR	TRIM	YEAR

TRANSFEROR'S PRINTED NAME (SELLER)		
TRANSFEROR'S STREET ADDRESS		
CITY	STATE	ZIP CODE
DATE OF STATEMENT	TRANSFEROR'S SIGNATURE (SELLER)	
	X _____	
	X _____	
	PRINTED NAME OF PERSON SIGNING	



We
Owe

WE OWE 02435

NAME	STK. NO.	NEW	USED
ADDRESS	YEAR	MAKE	
CITY	STATE	ZIP	MODEL
PHONE	VIN NO.		
SALESPERSON		DEL. DATE	

QTY.	NAME OF ITEM	PART	LABOR

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER

DATE

APPROVED

MGR.



Arbitration Agreement

hip _____ Date _____ Stock _____ Color _____
____ Make _____ Model _____ Miles _____ Vin# _____
er Name(s) _____ City _____ St _____ Zip _____
GREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION.

pute between Buyer and Dealer arising out of this sale will be decided by arbitration in the City of _____
exico or an alternative location more convenient for the buyer. Arbitration shall be conducted by the
ions governed by the Federal Arbitration Act and the applicable rules of the American Arbitration
ction of any other Arbitration or Organization and its Rules and Regulations may be done, but only
agreement of both parties. Any arbitration award may be enforced as provided by law. Buyer and
ny right to a jury trial.

ute is arbitrated, you will give up your right to participate as a class representative or a class member
im you may have against us including any right to class arbitration or any consolidation of individual
ions. This is referred to below as the "Waiver of Class Action Rights."

ry and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights t
would have in court may not be available in arbitration.

ghts to appeal or change an arbitration award in court are very limited.

still repossess your vehicle if you default.

pute shall. At the seller's or my request, be resolved by binding arbitration and not a court of law.

im or dispute, whether in contract, tort, statute or otherwise, including the interpretation and scope of this c
you and us or our employees, agents, successors or assigns, which arises out of or is related to this adverti
e or condition of the vehicle in question, this contract or any resulting transaction or action, including repos
shall be resolved by a neutral and binding arbitration and not by a civil court action. Any claim or dispute i
d by a single arbitrator on an individual basis and not as a class action.

ors shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator
g substantive law and applicable statutes of limitation in making an award. The arbitration hearing shall b
ded for under Federal Arbitration Act. Each party shall be responsible for its own attorney fees, witness fe
s or costs associated with the arbitration under applicable law unless awarded by the arbitrator under appli
al) The Dealer agrees that it will pay 75% of the fees and costs owing to the Arbitration Organization
to conduct the Arbitration or for the Arbitration Agreement to be enforceable. The arbitrator's award
l binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is i
0, or includes an award of injunctive relief against a party, that party may request a new arbitration under t
ration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be resp
g fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment o
al) The parties will equally split the filing fee and any other Arbitration cost subject to final determin
itrators and a fair apportionment of such costs.

rt having jurisdiction may enter judgment on the arbitrator's award. This clause shall survive any terminati
er of this contract. If a waiver of class action rights is deemed or found to be unenforceable for any reason
lass action allegations have been made, the remainder of this arbitration clause shall be unenforceable. If a
rbitration clause is deemed or found to be unenforceable, the remainder of the clause shall be enforceable.

Signature

Date

Sellers Signature



Trade-In Appraisal

TRADE-IN VEHICLE APPRAISAL

Dealership Name: _____ Salesperson: _____

Customer Name(s): _____

Street Address: _____

Home Telephone: _____ Work Telephone: _____

Trade-In Vehicle Year: _____ Make: _____ Model: _____ VIN: _____

Odometer Reading: _____ Miles ☐ 5 Digit or ☐ 6 Digit ☐ Actual or ☐ Not Actual

COMMENTS - NOTE ANY VISIBLE DAMAGE: _____

INFORMATION TO BE OBTAINED FROM VEHICLE OWNER(S):

1. When did you purchase the vehicle? _____
2. From whom did you purchase the vehicle? _____
3. In whose name is the vehicle titled (List as appears on title)? _____
4. In what state is the vehicle titled? _____
5. Who are the entities/individuals that have a lien on the vehicle? _____
6. Did you purchase the vehicle new? ☐ Yes ☐ No
7. Has the vehicle been involved in an accident? ☐ Yes ☐ No
8. Has the vehicle ever been titled as a salvage, junk, rebuilt or lemon buyback vehicle? ☐ Yes ☐ No
9. Has the vehicle's odometer been repaired, replaced, disconnected or nonfunctional? ☐ Yes ☐ No
10. Has an airbag in this vehicle ever been deployed or disconnected? ☐ Yes ☐ No
11. Has the emissions control equipment in the vehicle been replaced, altered or nonfunctional? ☐ Yes ☐ No
12. When you purchased the vehicle, did you purchase a service contract, auto appearance product, theft deterrent system or other similar product or service? ☐ Yes ☐ No
13. Will you be removing any of the items or equipment currently on the vehicle? ☐ Yes ☐ No

If the answer to any of the questions in paragraphs 8-13 is yes, please explain in the Comments section above.

I have answered the above questions to the best of my knowledge. _____
Customer's Signature Date

For Dealership Use Only:

Appraised Value \$ _____

The following items were inspected by _____ on _____:

- | | | | |
|------------------------------------|-------------------------------------|--|---|
| <input type="checkbox"/> Odometer | <input type="checkbox"/> VIN Plate | <input type="checkbox"/> Left Door Frame | <input type="checkbox"/> Under Hood and Trunk |
| <input type="checkbox"/> Glove Box | <input type="checkbox"/> Seat Belts | <input type="checkbox"/> Windshield | <input type="checkbox"/> Lights and Signals |

Additional Comments: _____



Conclusion

- **UTPA Violations = Triple Damages + Attorney's Fees**
 - Odometer Disclosure
 - Buyers Guide
 - Prior Damage Disclosure (6%)
 - False Advertising
 - Title For Hostage
 - Failure to Honor Implied Warranty (15/500)
- **Check Lists Ensure Compliance (But ONLY If Utilized)**
- **Untrained Employees Are Primary Issue**
- **Custom Thumb Drives Available at the NMIADA Desk**
 - Sample of all Forms
 - State Law & Regulations
 - Dealer Closing Checklist
- **When In Doubt, Reach Out!**



NMIADA Raffle

- All Proceeds Support the Scholarship Fund
- Grand Prize: \$1000.00 Cash
- Second Prize: \$500.00 Credit on our Online Store
- Third Prize: \$250.00 Credit on our Online Store

