



2021

# RIGHT WAY MANUAL

## A QUICK START GUIDE

**“Keeping Dealers in business, doing business right.”**



Wisconsin Department of Transportation

Dealer and Agent Section

P.O. Box 7909

Madison, WI 53707-7909

608.266.1425

Fax 608.267.0323

[DealerLicensingUnit@dot.wi.gov](mailto:DealerLicensingUnit@dot.wi.gov)

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# MOTOR VEHICLE DEALER QUICK START GUIDE

**Website address:** [www.wisconsinmv.gov](http://www.wisconsinmv.gov)

**License certificate** - Hang it on the wall at your licensed location. If you have any branches or sub-lots, there is a certificate to display at each location. (Wis. State Stat. § [218.0114\(17\)](#))

**Salesperson licenses** - Each salesperson should sign his or her license and carry it when making sales. (Wis. State Stat. § [218.0114\(18\)](#)) – [MV2184 – Salesperson / Representative License Application](#)

**Salvage buyer identification (BID) cards** - If you applied for any-they allow you access to salvage pool (insurance) auctions. (Wis. State Stat. § [218.51\(1\)](#) & Wis. Admin. Code Trans [147.07](#)) – [MV2651 – Salvage Buyer Identification \(BID\) Card Application](#).

**Buyer's licenses** - Required by employees or those who contract with motor vehicle dealers or wholesalers to submit bids and purchase motor vehicles held and offered for sale by motor vehicle wholesale auctions and dealers. (By policy only, owners are not required to have one but may apply for one if they wish to. This may change in the near future) (Wis. State Stat. § [218.0114\(18\)](#)) – [MV2941 – Buyer's License Application](#).

**Dealer License Plates** – Plates come in a pack of two: any additional plates will be ordered and should be received within 3-4 weeks. (Wis. State Stat. § [341.51\(2\)](#)) – [MV2176 – Additional or Replacement Plates Application \(Dealers\)](#).

**Electronic Processing Required** – Mandatory dealer processing has been required since a law was passed in 2007. Your dealership must process electronically within 30 days of the issuance of your license. (Wis. State Stat. § [342.16\(1\)\(a\)](#), [\(am\)](#) & Wis. Admin. Trans. Code [141.03\(1\)](#))

**Dealer and Agent Section phone hotline hours:**

7:30 – 4:30 Mon thru Friday

# BUSINESS FORMS

## WHAT FORMS SHOULD I ORDER

- Wisconsin Title and License Plate Application (MV11)
- Wisconsin Buyers Guide (also known as window stickers or buyer disclosure labels MV2872)
- Wholesale Buyers Guide (used for dealer to dealer sales disclosures MV2895)
- Standard Motor Vehicle Purchase Contracts or Used Motor Vehicle Purchase contracts
- Motor Vehicle Log Book (this log book may also be kept electronically.)

## WHERE TO GET THE FORMS

WATDSASI Forms

Phone: (608)251-5577

150 E. Gilman St., Ste A

Toll Free: (800)236-7672

Madison, WI 53703

Website: <http://www.watdasi.com/>

Reynolds & Reynolds

Phone: (800)654-6768

Fax: (866)576-3147

Website: [www.reysource.com](http://www.reysource.com)

ADAMM - Automobile Dealers  
Association of Mega Milwaukee, Inc.

Phone: (888)225-9206

10810 W Liberty Dr

Fax: (414)359-9439

Milwaukee, WI 53224

Website: <https://shop.adamm.com/default.asp>

R. B. Cotton & Associates

Phone: (414)393-0000

4820 N 76<sup>th</sup> Street

Fax: (414)393-0897

Milwaukee, WI 53218

Website: [www.idgwisconsin.com](http://www.idgwisconsin.com)

## FORMS SUPPLIED BY THE DEPARTMENT OF TRANSPORTATION

Some commonly used forms are listed below. See our website for all dealer related forms:

<https://wisconsin.gov/Pages/dmv/dlr-agents/dlr-frms-pbs/dealer-forms.aspx>

[MV2176](#) Additional or Replacement Plates Application (Dealers)

[MV2340](#) Dealer/Agent Rescinded Sale Statement of Fact

[MV2932](#) Permission to pick up title

[MV2947](#) Order (Yellow) Mailing Labels - MV2948

[MV2984](#) Electronic Record Storage Statement and Guidelines (maintain business records electronically)

[MV2184](#) Salesperson/Representative License Application

[MV2651](#) Salvage Buyer Identification (BID) Card Application

[MV2941](#) Buyer's License Application

[BVS701](#) - Program Standards APPS (vendor system)

[BVS702](#) - Program Standards eMV PARTNER

To order printed forms complete [DT1435](#) Request for Forms or contact Maps and Publications, Wisconsin Department of Transportation, P.O. Box 7713, Madison, WI 53707-7713, (608) 246-3265.

# CONTACTS

## DEPARTMENT OF TRANSPORTATION

### Special Plates:

Phone: (608)266-3041

*Personalized, Disabled, all special interest plates*

<http://wisconsindot.gov/Pages/dmv/vehicles/title-plates/special-list.aspx>

### Vehicle & Driver Records (DMV Contact Center):

Phone: (608)264-7447

*Titling and registration problems, including mechanics lien procedures; rebuilt vehicle, title brands; correspondence letters; vehicle record searches, lien holder information;*

*verify status of Wisconsin driver license*

<https://wisconsindot.gov/Pages/online-srvcs/online.aspx>

### Dealer & Agent Section:

*Dealer and salesperson license; Bid card; Consumer complaints, Lemon Law and Odometer information; Wise Buys; Lease advertising, practices and licensing*

<http://wisconsindot.gov/Pages/dmv/dlr-agents/tips-tls-dlr/dascontactinfo.aspx>

Phone: (608)266-1425

### Dealer Licensing Unit:

Fax: (608)267-0323

*Questions about your dealer license, salesperson, BID and buyers licenses and to report lost or stolen dealer plates. They also answer questions about signing on for e-MV electronic processing.*

*e-mail: [dealerlicensingunit@dot.wi.gov](mailto:dealerlicensingunit@dot.wi.gov)*

### Agent Partnership Unit:

Phone: (608)266-3566

*Questions you have about title processing for your electronic processing program.*

*e-mail: [DOTDMVBVSCCAAPU@dot.wi.gov](mailto:DOTDMVBVSCCAAPU@dot.wi.gov)*

### Electronic Processing



*eMV PARTNER sign up questions*

Phone: (608)266-1425

*APPS Hotline*

Phone: (608)266-3566

*(Automated Processing Partnership System), Assistance with title or registration questions for dealers processing electronically.*

**Field Investigation Unit:**

*Questions about disclosures, advertising sales, and record keeping.*

[See the territory map for contact information.](#)

*e-mail: [DealerInvestigationUnit@dot.wi.gov](mailto:DealerInvestigationUnit@dot.wi.gov)*

**Emission Inspection Program:**

Phone: (414)266-1080

*General test information, test station locations*

Toll-Free: (800)242-7510

**Motor Carrier Services:**

*Insurance, International Registration Plan (IRP), Fuel Tax, Permits  
(Oversize, overweight)*

Phone: (608)266-9900

**DMV Plate Room:**

*Plate orders shipment problems*

Phone: (608)266-1473

*Place plate orders (must be done by fax)*

Fax: (608)266-1472

## OTHER STATE AGENCIES

### **Department of Agriculture, Trade, and Consumer Protection** – Repair facility regulation

Website: [www.datcp.wi.gov](http://www.datcp.wi.gov)

2811 Agriculture Drive

Phone: (800)422-7128

PO Box 8911

Fax: (608)224-4677

Madison, WI 53708-8911

TTY: (608)224-5058

### **Department of Financial Institutions** - *Credit sales; leasing (over 4 months); motor vehicle sales finance companies; forming corporations, LLC*

Website: [www.wdfi.org](http://www.wdfi.org)

Bureau of Consumer Affairs

Phone: (608)264-7969

PO Box 8041

Toll-Free in (800)452-3328

Madison, WI 53708-8041

Wisconsin

### **Department of Safety and Professional Services** – *Regulate professional licenses such as auctioneers.*

Website: [www.dsps.wi.gov](http://www.dsps.wi.gov)

1400 East Washington Ave., Rm 112

Phone: (608)266-2112

PO Box 8935

Toll-Free: (877)617-1565

Madison, WI 53708-8935

E-mail: [dsps@wisconsin.gov](mailto:dsps@wisconsin.gov)

### **Department of Natural Resources** – *Boat information, Hazardous air and waste disposal*

Website: [www.dnr.wi.gov](http://www.dnr.wi.gov)

Locations by region: <http://dnr.wi.gov/Contact/SSbyRegion.html>

101 S Webster Street

Phone: (608)266-2621

PO Box 7921

Toll-Free (888)936-7463

Madison, WI 53707-7921

Fax: (608)261-4380

**Department of Revenue** – *Sales tax, quarterly reporting, refunds*

Website: [www.revenue.wi.gov](http://www.revenue.wi.gov)

Locations: <https://www.revenue.wi.gov/Pages/FAQS/ise-address.aspx>

2135 Rimrock Road

Phone: (608)266-2772

Madison, WI 53713

Fax: (608)267-0834

**Department of Workforce Development** – *Wages, employee complaints*

Website: [www.dwd.wisconsin.gov](http://www.dwd.wisconsin.gov)

Locations: <http://www.wisconsinjobcenter.org/directory/default.htm>

Phone: (608)266-3131

Toll-Free: (888)258-9966

**Wisconsin Commissioner of Insurance** – *Service agreements other than dealer or manufacturer warranty*

Website: [www.oci.wi.gov](http://www.oci.wi.gov)

125 South Webster Street

Phone: (608)266-3585

Madison, WI 53703-3474

Toll-Free (800)236-8517

**Department of Justice – Attorney General of Wisconsin** – *Class action suits*

Website: [www.doj.state.wi.us](http://www.doj.state.wi.us)

17 W Main Street

Phone: (608)266-1221

PO Box 7857

Fax: (608)267-2779

Madison, WI 53703-7857

## OTHER AGENCIES

### **United States Customs & Border Patrol** – *Federal regulations for exporting vehicles*

Website: [www.cbp.gov](http://www.cbp.gov)

619 S. Canal Street Rm 300

Toll-Free (877)227-5511

Chicago, IL 60607

### **National Highway Traffic Safety Administration (NHTSA)** – *Auto Safety Hotline*

Website: [www.nhtsa.gov](http://www.nhtsa.gov)

1200 New Jersey Ave SE

Toll-Free: (888)327-4236

Washington, DC 20590

### **Advertising Dealers Association of Mega Milwaukee (ADAMM)**

Website: [www.adamm.org](http://www.adamm.org)

10810 W Liberty Drive

Phone: (414)359-9000

Milwaukee, WI 53224

Fax: (414)359-9439

### **Wisconsin Automobile and Truck Dealers Association (WATDA)**

Website: [www.watda.org](http://www.watda.org)

150 E Gilman Street, Suite A

Phone: (608)251-5577

Madison, WI 53703

Fax: (608)251-4379

## ADVERTISING

### [Wis. Admin. Trans Code 139.03](#)

The State and Federal laws that regulate dealer advertising are enforced by several agencies. The Dealer and Agent Section reviews print, radio, television and Internet ads for truthful and factual information.

### CLEAR AND CONSPICUOUS

Disclosure in all advertising must be made “clearly and conspicuously.” For example, footnotes in TV, Internet or print ads must be easy to read and understandable. Likewise, listeners need to be able to clearly hear and comprehend radio ads. Also, Internet customers should not have to search through the complete web site for disclosures.

### FACTUAL – [Wis. Admin. Trans. Code 139.03\(2\)](#)

Using false, deceptive or misleading advertising or representations to induce the purchase of a motor vehicle is an unfair practice and is prohibited. For example, ads that state, “*We’ll pay off your loan no matter how much you owe,*” are misleading, because they do not tell customers that their current loan balance will be added to the loan for the new vehicle they are purchasing.

When you make a statement of fact in any advertisement or representation, you must be prepared to provide detailed evidence of its accuracy and validity to the department upon request. For example, when advertising, “*More than 200 used trucks in stock,*” you must be able to provide proof that you have more than 200 trucks in stock at the time of the ad.

When advertising fuel economy, the fuel economy estimate must be from the EPA. The advertisement should include a disclosure that states: “Per EPA estimates.”

When advertising MSRP alongside a sale price for a new vehicle, a disclosure must be included that states: “Manufacturer Suggested Retail Price may not represent actual sale price.”

Clearly identify which vehicles are for sale and which are for lease when advertising both in the same ad. If the advertisement contains only lease vehicles, you must disclose that fact.

All ads should include:

- Dealership name.
- Expiration terms of a sale or promotion.
- Model year of any specific vehicles described.

Do not use an address, phone number or e-mail address other than that of the dealership’s licensed location or authorized temporary location. A business card may include a home phone number or e-mail address in addition to the business phone number and address.

## **“THE LARGEST”** – [Wis. Admin. Trans. Code 139.03\(2\)\(b\)](#)

An advertisement that a dealership is the “largest” must be based only on vehicle sales volume, and clearly state the basis for the claim. Include the period in which the dealership was the “largest,” if not the entire last 12 months. Include the make of vehicle the dealership sold to become the “largest.” Include the geographic area in which the dealership claims to be the largest, if other than statewide. *In determining new vehicle sales volume, each vehicle make must be considered separately.*

## **NEW VEHICLES** – [WIS. ADMIN. CODE TRANS 139.03\(12\)](#)

Only franchised new vehicle dealers, distributors and manufacturers may advertise or sell new vehicles. “New” means any untitled or non-privately titled motor vehicle of the stated model year which has not been operated more than 200 miles for purposes other than manufacturer tests, pre-delivery test by a dealer, dealer exchange or delivery.

A titled vehicle is considered new if it has not been privately titled and has been operated less than 6,000 miles, or has been operated less than 4,000 cumulative miles and owned less than 120 days by the dealer offering the vehicle for sale – [Wis. Admin. Code Trans 137.03\(9\)](#) (*Definition of a used vehicle*).

## **USED VEHICLES**

A vehicle must be advertised as “used” when the vehicle is other than a new motor vehicle and includes executive or demonstrator vehicles or is from the previous model year.

- *Executive* means any untitled or non-privately titled motor vehicle, which was used primarily by executives of licensed manufacturers, distributors or dealers and not used for demonstration to the public – [Wis. Admin. Code Trans 139.02\(5\)](#).
- *Demonstrator* means any untitled or non-privately titled motor vehicle, which was used primarily for the purpose of demonstration to the public – [Wis. Admin. Code Trans 139.02\(4\)](#).
- *Previous model year* means a vehicle after December 31 of the calendar year identical to the manufacturer’s designated model year – [Wis. Admin. Code Trans 137.03\(9\)\(b\)4](#).

*To clarify: a 2019 model year vehicle may be offered for sale and sold by any motor vehicle dealer after December 31, 2019.*

## **PROGRAM CARS**

“Program cars” are typically factory executive, rental or off-lease vehicles or vehicles repurchased and sold by manufacturers. The term “program cars” is misleading because it doesn’t tell your customer the prior use of the vehicle. Advertisements of “program cars” should state the prior use, each time the term is used, so customers know what is being advertised. For example: “Program Rental Cars.”

## DAMAGED VEHICLES

If the same cause damages two or more vehicles, include the cause of the damage in all ads regardless of the extent of damage. For example, if a hailstorm or tornado damaged two or more vehicles, disclose the cause of the damage. **Always** tell the customer about a **flood-damaged** vehicle, whatever the extent of the damage.

## AVAILABILITY – [Wis. Admin. Code Trans 139.03\(10\)](#)

When you say a certain type of vehicle is available, be sure you have enough to meet anticipated demand. If the vehicles are not on hand, you must know that they will be delivered within a reasonable time.

## “FREE” MERCHANDISE – [Wis. Admin. Code Trans 139.03\(7\)](#)

Don't use the word “free” in any advertising if the customer must purchase something to receive the “free” merchandise, equipment, accessories or service. You may state that an item “is included” with the purchase of the item.

## CLEARANCE SALES – [Wis. Admin. Code Trans 139.03\(9\)](#)

Phrases such as “*last of the remaining, closeout, or clearance,*” can only be used when you will no longer be offering that year, make or model of vehicle for sale. *Do not* use these statements to advertise *used vehicles* unless the dealership is actually going out of business.

## VEHICLE PRICES – [Wis. Admin. Code Trans 139.03\(3\)](#)

The advertised price must include all charges that the customer will pay, except sales tax, title, registration fees, and service fees. Post advertised prices on the vehicle. Don't use phrases such as “write your own deal” or “name your own price” because they mislead customers – Wis. Admin. Trans. Code [139.03\(8\)](#). The advertised price does not need to include the amount of the service fee if the advertisement clearly and conspicuously discloses that the advertised price does not include the optional service fee. Written advertisements shall disclose the amount of the service fee, or that the advertised price does not include the amount of the service fee.

## ADVERTISING SERVICE FEE – [Wis. Admin. Code Trans 139.03\(3\)](#)

The advertised price does not need to include the amount of the service fee if the advertisement clearly and conspicuously discloses that the advertised price does not include the optional service fee. Written advertisements shall disclose the amount of the service fee, or that the advertised price does not include the amount of the service fee.

## NEW VEHICLE DISCOUNT – [Wis. Admin. Code Trans 139.03\(3\)\(b\)](#)

You may only advertise *new* vehicles using terms such as “invoice,” “cost,” or similar terms when you disclose that the “actual dealer cost is, or may be less, due to factory holdbacks, rebates, incentives, or other discounts.”

## USED VEHICLE PRICING GUIDES – [Wis. Admin. Code Trans 139.03\(5\)](#)

Do not use new vehicle price lists, wholesale or retail pricing guides to compare price savings for specific used vehicles.

Exception: A motor vehicle pricing guide may be used if the use of the guide as the source of the pricing is stated in any required disclosure and the dealer makes the full objective documentation used to set the price available in writing to the customer.

## TRADE-IN ALLOWANCE – [Wis. Admin. Code Trans 139.03\(4\)](#)

You may not use a specific price as an offer for a trade-in if the price is based on the condition, model, or age of the trade-in. You are not allowed to use phrases such as, “we will pay up to,” “appraise your own vehicle” or “as much as” when advertising an allowance for a trade-in. You are allowed to say, “Push, pull or drag” when advertising a trade-in allowance if it is truthful.

## REBATES – [Wis. Admin. Code Trans 139.05\(8r\)](#)

Whenever rebates are advertised, specify the type of rebate, the dollar amount and whether you or the buyer is to receive the rebate.

Rebates applied to an advertised price must be available to *everyone*. If there are any qualifications that prohibit a customer from being eligible to receive a rebate, the rebate cannot be included in an advertised price or payment.

Qualifying rebates can be included in an advertisement, if it is clear the qualifying rebate is not part of the advertised price.

When including rebates in an advertised price, the following disclosure must be included: “Manufacturer rebates applied. Everyone qualifies.”

Example:

The manufacturer is offering two rebates on a popular model of sedan. Rebate A is \$1000 Customer Cash available to everyone. Rebate B is \$500 First Time Graduate available only to recent college or high school graduates. The MSRP of the vehicle is \$15000.

ALLOWED		NOT ALLOWED	
MSRP:	\$15,000.00	MSRP:	\$15,000.00
<u>Customer Cash:</u>	<u>-\$1,000.00</u>	Customer Cash	-\$1,000.00
<b>Final Price:</b>	<b>\$14,000.00</b>	<u>First Time Grad</u>	<u>-\$500.00</u>
First Time Grad	-\$500.00	<b>Final Price:</b>	<b>\$13,500.00</b>



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## REBATES OFFERED BY A MANUFACTURER’S DESIGNATED FINANCE COMPANY

*Purchases*—no finance rebates may be applied to purchases if the customer must finance the vehicle from the Manufacturer’s designated finance company to qualify for the rebate.

Example: A \$1000 “MFG Co. Credit” Bonus Cash offer requiring the customer to finance through MFG Co. Credit cannot be applied to an advertised price.

*Leases*—lease rebates which require the customer to lease through the manufacturer’s designated finance company or an independent finance company are allowable and can be applied but the ad must state that one “Must lease through (name of finance company)”.

Example: \$2,500 Red Carpet Lease Cash applied. Must lease through “MFG Finance Co”.

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## BUNDLING REBATES

“Bundling” means the process of combining or stacking multiple rebates into a single incentive in an advertisement. Any bundled rebates must be available to everyone. Bundling rebates is allowed if the following conditions are met:

In print ads, (including billboards, dealership windows, hang tags, etc.), the rebates to all must be itemized. If not adjacent to the price or payment, the rebates must be listed in the end disclaimer.

In radio, the rebates to all must be itemized. If not spoken adjacent to the price or payment, the rebates must be listed in the end disclaimer.

On TV, the rebates to all must be itemized. If not adjacent to the price or payment, the rebates must be listed on the same screen as the price or payment in a readable disclaimer.

On the internet, the rebates to all must be itemized. If not written adjacent to the price or payment, one could do one of the following:

- Scroll over the price or payment to see the rebates
- See the listed rebates “one-click away”
- View the listed rebates in the comments section of the VDP (vehicle description page)
- List the rebates at the bottom of the webpage as long as a reference is made near the “savings” or “final price or payment” that clearly refers the customer to the bottom of the page.

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## BUY PAYMENTS—TRIGGERING TERMS

Whenever you are advertising a buy payment for vehicle financing, e.g. “Buy this 2020 Ford Escape at \$400/month”, the advertisement must include the following terms:

- # of months
- APR, with the initials “APR” written after the rate
- Down payment (can be specific amount, a percentage, or no down payment)
- Disclose that tax, title, license, and service fees are extra
- Any manufacturer rebates included in the financing must be available to everyone, must be itemized by type and amount, and must be disclosed: “Manufacturer rebates applied. Everyone qualifies.”

If you are advertising APR and number of months, you must also include:

- Cost of financing
- Down payment (or state “no down payment required”)

When advertising only APR, the advertisement must state “to approved credit.” No other disclosures are required.

## LEASE ADVERTISING

When you use any of the following “triggering” terms when advertising a vehicle lease, you must include all of the following disclosures:

Triggering terms:

- Amount of any payment required.
- A statement that any down payment is required or no down payment.

Required disclosures:

- That the transaction is a lease.
- The total amount of any payment required at the beginning of the lease (or a statement that none is required).
- The number amounts, due date, and total of payments under the lease.
- Whether the lessee has the option to buy the vehicle and at what price.
- The amount of any liabilities the lessee may have at the end of the lease.

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## LEASE-ONLY DEALER ADVERTISING

Ads for “lease-only” dealerships must show the phone number and address for the licensed location. If the lease-only dealership is located on the premises of a financial institution, the dealership address may be followed by the name of the bank in which the dealership is located.

For example, an ad might read, “Joe’s Leasing [address], located in Elm Street Savings and Loan.”

Lease-only dealerships may not advertise vehicles for sale, or advertise specific vehicles for lease, since the dealership holds no inventory.

## ONLINE ADVERTISING

When advertising online, take note of the following considerations.

*One Click Away*—Material information relevant to an ad—such as disclaimers or a list of manufacturer rebates available on a vehicle—can be located up to “one click away” from the main advertisement. For example, a dealer can choose to include a link next to an advertised price that directs the customer to additional information on rebates.

When choosing to place material information “one click away” from the main advertisement, it’s important to do so in a way that will direct the customer to find the information. For example, a dealer may put a link below an advertised price that reads: “Click here for important disclosures.”

Do not “bury” material information by placing it in unassociated webpages, or by using innocuous terms to describe a link. Do not assume a customer will click on any link, or visit any other portion of your webpage aside from the main advertisement, unless they are given a legitimate reason to do so by information presented in the ad.

*Consistency*—Consumers have many options for navigating to your website and browsing vehicle ads. One consumer might begin looking for a vehicle through a search engine, while another may choose to go directly to your homepage. In both cases the consumer might click through a completely different series of webpages to reach the same vehicle ad.

It’s important that material information—such as disclosures—are presented in a way that, regardless of how a consumer finds the vehicle ad, the consumer receives the same information.

For example, ***wherever an advertised price is listed on a website, it must be accompanied by proper disclosures.*** If you advertise the sale price for a used 2017 Dodge Charger on your homepage, the Search Results Page (SRP) and the Vehicle Detail Page (VDP), and the price does not include tax, title, license, and service fee, each page must include a disclosure stating these fees are extra.

# RECORDS

## RETAIL DEALERSHIP RECORDS

*Retail dealers* are required to keep and maintain the following books and records at the licensed business location for a period of five (5) years: (Wis. State Stat. [§218.0116\(3\)\(a\)1](#), [342.16\(2\)](#), & Wis. Admin. Trans. Code [138.04\(3\)](#))

- Original ownership documents must be in the file for all vehicles offered for sale
- Copy of both sides of the ownership document for all vehicles sold
  - MSO or title
  - Auction bills of sale
  - Block ticket
- Odometer statement, incoming and outgoing which should be shown on the title. Original or copy of the motor vehicle purchase contract, purchase orders, and invoices.
- Copy of the MV11 (Wisconsin Title and Registration application) or electronic receipt if processing electronically.
- Consignment agreements.
- Wisconsin Buyers Guide.
- Wholesale Buyers Guide.
- Used Vehicle Logbook.
- Temporary plate logbook.
- Lease agreement.
- Power of Attorney.

All records must be available during business hours for the department to inspect and copy. Multi-dealer group dealerships may centralize their records.

## WHOLESALE DEALER RECORDS - [\(WIS. ADMIN. TRANS. CODE 138.04\(2\)\)](#)

*Wholesale dealers* are required to keep and maintain the following books and records at the licensed business location for a period of five (5) years:

- Copy of both sides of the ownership document:
  - Title
  - Auction Bill of sale
  - Block ticket
- Odometer statement, incoming and outgoing which should be shown on the title.
- Wholesale Buyers Guide.
- Used Vehicle Logbook.

## AUCTION DEALER RECORDS

*Auctions* are required to retain records for each auctioned vehicle for five (5) years ([Wis. Admin. Trans. Code 138.05\(4\)](#)). These records must include:

- Copy of both sides of the ownership document (MSO or title).
- Name of the most recent selling dealer.
- Buyer's name and address.
- Vehicle year, make, identification number.
- Odometer reading including mileage status as of the date the auction took possession. For example, mark whether mileage is actual or not actual.

## USED VEHICLE CHECK LIST

- Enter vehicle in logbook immediately. - Wis. State Stats. § [342.16\(2\)](#), and § [218.0116\(5\)](#); Wis. Admin. Trans. Code [138.04\(1\)\(f\)](#) and [\(h\)](#),
- Title must be available and signed by the seller. - Wis. State Stat. § [342.15\(1\)\(a\)](#); assigned to the dealer, Wis. Admin. Trans. Code [138.04\(1\)\(a\)](#); date signed by the seller; mileage entered by the seller; and the lien must be released Wis. Admin. Trans. Code [139.07](#).
- Odometer statement from previous owner on conforming title. - Wis. State Stat. § [342.155\(1\)\(b\)](#); Wis. Admin. Trans. Code. [139.04\(7\)\(b\)](#) & [\(c\)](#).
- Reassignment from any and all dealers and auctions on conforming title. - Wis. State Stat. § [342.16\(1\)\(a\)](#); Wis. Admin. Trans. Code [154.06](#).
- Conduct inspection of the vehicle and complete the Wisconsin Buyers Guide. - Wis. Admin. Trans. Code [139.04\(4\)](#) & [\(5\)](#).
- Display Wisconsin Buyers Guide in vehicle. Guide must be displayed in the vehicle, attached to a window, if possible. - Wis. Admin. Trans. Code [139.04\(6\)\(a\)](#).
- Test drives - Make sure the driver has a valid driver's license.
- Dealer plate can be displayed provided all items above are completed. - Wis. State Stat. § [341.55\(1\)](#) & [\(2\)](#), Wis. State Stat. § [341.47](#).
- Purchase contract completed by a licensed sales person - Wis. Admin. Trans. Code [139.05\(1\)](#). First six items above must be completed before a purchase contract is written. - Wis. State Stat. § [218.0141](#); Wis. Admin. Trans. Code [139.05](#).
- Explain Buyers Guide. Have buyer sign and date your file copy - Wis. Admin. Trans. Code [139.04\(6\)](#).
- MV11 completed and submitted to DMV within 7 business days. - Wis. State Stat. § [342.16\(1\)\(a\)](#).
- Provide customer with a temporary license plate if they do not have a license plate to transfer – Wis. State Stat. § [341.09\(1\)\(a\)](#); Wis. Admin. Trans. Code [132.06](#). If you are an APPS dealer, you must provide a metal plate when processing the application.
- Enter sold vehicle information in logbook. - Wis. State Stat. § [342.16\(2\)](#) and Wis. State Stat. § [218.0116\(5\)](#); Wis. Admin. Trans. Code [138.04\(1\)\(f\)](#) & [\(h\)](#).

## USED VEHICLE LOGBOOK

Retail, wholesale, and auction dealers must keep the following information for every used vehicle, including demonstrator and executive vehicles that you buy, sell, exchange, or consign. If you transfer vehicles within a dealership group, you must record them in the logbook at each dealership location. You may keep the logbook records manually or electronically, but you must keep the information in this format:

Date Acquired	Acquired From: Name and Address	Year – Make - VIN	Date sold or disposed of	Disposed of or sold to: Name and Address
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*Manual record keeping* requires a permanently bound book with pre-numbered pages and ruled horizontal lines. Enter each vehicle consecutively in the order in which you acquired it. Entries must be in ink and legible. No blank lines will be allowed.

**Note:** Correct logbook errors by drawing one line through the error and re-entering the information on the next available line. Don't use whiteout or obliterate the information. When acquiring or selling a vehicle at an auction, list both the auction **and** dealer's name in your logbook.

The following are examples of how to enter information and how to correct errors.

Date Acquired	Acquired From: Name and Address	Year – Make - VIN	Date sold or disposed of	Disposed of or sold to: Name and Address
07/15/2020	MMAA/Joes A/S, 123 Main, Fond Du Lac	2017 Ford 1FAPB2375TL769874	08/01/2020	Kim's Kars, 400 Main, Kaukauna
<del>07/15/2020</del>	<del>FVAA/Kim's Kars, 400 Main, Kaukauna</del>	<del>2015 Ford 1FARP52U3JG121038</del>		
07/22/2020	FVAA/Kim's Kars, 400 Main Kaukauna	2008 Ford 1FABP52U3JG121038		
07/22/2020	Toms Trucks, 100 South St, Tomahawk	2018 Chev 2CEB567891P123657	07/31/2020	Bob Smith, 123 Main, Blumer

[Wis. Admin. Code Trans 138.04\(1\)\(f\)](#)

*Electronic record keeping* requires that vehicle information is retrievable by any of the following fields:

- Date the vehicle was acquired.
- Name of the owner from whom you acquired the vehicle.
- Vehicle identification number (VIN).
- Date of sale.
- Name of the person to whom you sold the vehicle.

Records must be retrievable during a WisDOT inspection. You must keep a printer on site and print the records at the department's request. An employee must be available to retrieve the records during business hours.

You may meet the record retention requirements by keeping a printed copy of records if your system memory is limited. The printed copy must show the following:

- Only the records of vehicles that have been disposed of or sold. Records of vehicles that have not been sold must remain on the electronic system until the record is completed after the sale.
- All the information in the same format as required for a logbook kept manually. However, horizontal and vertical lines are not required.
- Entries must be in order by the date the vehicle was acquired. Each report should contain at least twelve (12) months' worth of records.
- System-generated page numbers and the current date on every page.

[Wis. Admin. Code Trans 138.04 \(1\)\(h\)](#)

**DISCLOSURE** – [Wis. Stat. §218.0116\(1\)\(e\)](#).

Dealers must provide certain information and documents to customers when offering a vehicle for sale. State and federal laws require disclosures to protect consumers and to allow them enough information to make an informed decision when buying a vehicle. Dealers are responsible for properly disclosing vehicle information. All written or spoken information dealership staff gives to customers must be truthful. Concealing facts or failing to provide required information is illegal.

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**MODEL YEAR DISCLOSURE** - [Wis. Admin. Code Trans 139.04\(1\)](#).

For any vehicle offered for sale, the manufacturer's original designated model year must be disclosed on the Wisconsin Buyers Guide and the Motor Vehicle Purchase Contract. Vehicles manufactured by a second stage manufacturer may require that both the chassis model year and the year of second stage manufacturing be disclosed. For example, a motor home completed by a second stage manufacturer in 2019 on a 2018 chassis would require both model years to be disclosed.

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**NEW VEHICLE DISCLOSURE** - [Wis. Admin. Code Trans 139.04\(2\)](#).

For new vehicles, disclose the following information on the purchase contract and the dealer supplemental price label:

- Any original parts, equipment or accessories that have been removed or replaced with parts of lesser quality.
- Any products and accessories that have been installed or services that have been performed after the vehicle left the factory.

Any warranty included with dealer installed options or accessories needs to be disclosed on the purchase contract only.



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**PRE-DELIVERY TEST AND INSPECTION REPORT** - [Wis. Admin. Code Trans 139.04\(2\)\(b\)](#)

- Give the purchaser a copy of the Pre-delivery test and inspection report before delivering a vehicle.
- Indicate on the report any items repaired at the dealership.

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**MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LABEL** – [Wis. Admin. Code Trans 139.04\(3\)\(a\)](#)

This federally required label must remain on the window of a new, demonstrator, or executive driven vehicle until the vehicle is delivered to the retail purchaser. The MSRP label contains information about standard equipment, options, base price, transportation charges, final assembly point and receiving dealer.

[15 U.S. Code Chapter 28](#)

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**DEALER SUPPLEMENTAL PRICE LABEL** – [Wis. Admin. Code Trans 139.04\(3\)\(b\)](#)

On the dealer supplemental price label, disclose all equipment or services the dealer adds or removes after the vehicle leaves the factory. The label should include the following:

- Description and retail price of dealer installed optional equipment, accessories or services.
- Price changes from the MSRP including dealer mark-up
- [Service fee](#) charged.
- Final dealer price.

Attach the label to the vehicle window in a conspicuous location. Do not remove the label until the vehicle is delivered to the customer.

Optional items or services that may be available for purchase but have not been installed (such as an extended warranty) should not be shown on the dealer supplemental price label.

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**DAMAGE DISCLOSURE STATEMENT** – [Wis. Admin Code Trans 139.05\(6\)](#)

When any new, demonstrator or executive driven vehicle has corrected damage of more than six percent of the MSRP, a written disclosure must be presented to the purchaser before delivery of the vehicle. Retail repair costs determine corrected damage. Damage to a vehicle's glass, tires, or bumpers is excluded in determining the six percent amount when the replacement parts are identical to the manufacturer's original equipment. Any uncorrected damage, regardless of the extent, must also be disclosed to the purchaser before delivery of the vehicle.

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**LEASE BUY-OUT DISCLOSURES** – [Wis. Admin. Code Trans 139.04\(6\)\(c\)7.](#)

When a lease customer wishes to exercise the option to buy his or her leased vehicle, it is not necessary to inspect the leased vehicle before sale or complete the disclosures on the Wisconsin Buyers Guide. This disclosure exemption applies only when the lessee, the lessee's agent, or driver is buying the vehicle. In the event of a lease buy-out by the lessee or agent, keep a signed "statement of fact" from the purchaser on file for five years instead of a Wisconsin Buyers Guide. Also, note that a lease buy-out must be transacted by a licensed salesperson using the motor vehicle purchase contract.

## SERVICE FEES

You may charge a service fee for completing inspections and forms required by law. The service fee is a dealership fee, not a government fee, and is not required by law. Service fees reflect your costs for complying with mandated state and federal laws and may be negotiable.

If you charge a service fee, the fee must first be posted on the vehicle being offered for sale either on the Wisconsin Buyer's Guide for used vehicles or a separate supplemental label for new vehicles.

Upon request from a purchaser, you must provide a written disclosure of the services included in any service fee assessed. In addition, when asked by DMV you must be able to provide an itemized description of the fee, including justification for the amount being charged.

Examples of some of the items that may be included in a service fee:

- Check vehicle safety, history and titles.
- Inspect vehicle to provide full condition information on the window label.
- Discover and disclose accurate vehicle mileage.
- Check for recalls on used vehicles where required.
- Complete required forms and contracts that protect your interests.
- Process titles and plates electronically.
- File and clear liens.
- Keep information private and secure.
- Fulfill vehicle emission laws.
- Pass along manufacturer information, including lemon law notices.
- Process taxes on your purchase and rebates.
- Keep you informed of your rights and obligations.
- Keep important records of your purchase.
- Purchase required forms and supplies.
- Maintain technology to process and secure your paperwork.
- Train staff to carry out laws that protect you.
- Maintain professional licenses that ensure quality service.

[Wis. Admin. Code Trans 139.05\(8\)\(a\)](#)

# USED MOTOR VEHICLE DISCLOSURE WISCONSIN BUYERS GUIDE

Use [reasonable care](#) when inspecting vehicles for safety and mechanical defects before offering them for sale. Standards for vehicle equipment are included in Wis. Admin. Trans. Code [305](#) and Wis. State Stat. § [347](#). Show the results of the inspection on the Wisconsin Buyers Guide. The guide must be attached to the window whenever possible and must be readable from outside the vehicle. We recommend placing the guide on a window that

TO REORDER WATDASI Forms (800) 236-6712 or www.watdasi.com

**INSTRUCTIONS TO DEALER:**

1. Fill out Buyers Guide.
2. Separate the front "Dealer's Copy" from "Buyer's Welcome Copy".
3. Peel away bottom strip of "Welcome Copy" to show adhesive.
4. Stick on inside of window, visible at all times.

**WISCONSIN BUYERS GUIDE** M2022 1/2015

Year, Make, Model: \_\_\_\_\_

VIN: \_\_\_\_\_

Trade-in Name: \_\_\_\_\_

Engine: \_\_\_\_\_ No. Cyl: \_\_\_\_\_ Price: \_\_\_\_\_

Drive Type:  FWD  RWD  4WD/AWD Service Fee: \_\_\_\_\_

Transmission:  Automatic  Manual Truck Number: \_\_\_\_\_

**VEHICLE HISTORY**

Leased use

Business use

Rental use

Fleets/rental use

Executive use

Fleet/rental use (insurance)

History and sale not known

Other: \_\_\_\_\_

**TITLE BRANDS**

Life and Power (Ford, Arctic)

Robust Salvage

Change (Santitas)

Flood damaged

Manufacturer buyback/Lemon

Other: \_\_\_\_\_

**ODOMETER READING**

Customer information will be on your title

ODOMETER READ \_\_\_\_\_

EXEMPT from odometer disclosure because vehicle is 10 or more model years old. Reading is not required.

**WARRANTY & SERVICE CONTRACT INFORMATION**

Refer to separate document for coverage and exclusions. Dealer discloses implied warranties of merchantability and fitness for a particular purpose. AS IS - NO WARRANTY. (unless "warranty" is checked under Limited Extended Warranty; this vehicle is sold AS IS and the dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.)

**IMPORTANT:** Ask for all promises in writing. Speak promises and difficult to enforce. Warranty terms may be negotiable. Terms agreed to by the parties contract are final.

**Manufacturer Warranty Information**

Original Manufacturer Warranty (seller neither certifies nor warrants)

Original Manufacturer Warranty EXPIRED or NOT KNOWN

Original Manufacturer Warranty CANCELLED due to history

LIMITED EXTENDED WARRANTY/SERVICE CONTRACT provided by:  Manufacturer  Third Party/Dealership

Duration: \_\_\_\_\_ (month) (unless, whichever comes first)

Excludes: \_\_\_\_\_ (transfer fee)

Percentage of repair costs to be paid by you: \_\_\_\_\_

Warranty term begins on: \_\_\_\_\_

**USED VEHICLE GENERAL CONDITION**

Heating and Cooling System

Engine heating/cooling system problem

**Drive Train**

Shifting problems

Abnormal noise or vibration

Visible cracks or damage to cases or housings

**Electrical**

Starting/charging system problem

Abnormal noise

Signs of excessive oil consumption

Spark or checked fuses or bulbs

Known or suspected or aggressive turbo

Electrical cooling media problems

Abnormal behavior engine/lighting

Bulb covered, covered, or covered

Does NOT include original manufacturer specification

**Tires**

Fluid levels low

Knowledgeable looks, including minor scuffing

**Chassis and Warning Devices**

Damage or service indicating a system problem

Gauge, dash lights or device inoperative

**Repaired Damage**

Corrective welds / knowledge or evidence of repair to structural frame / frame / or structural portion of unibody

Evidence or knowledge of frame repair or replacement

**Other Equipment**

ABS Brake System problem

Cruise control problem

Air conditioning system problem

Interior cabin heating system problem

Power accessory problem

Sound system problem

Navigation system problem

Entertainment system problem

Spare tire / jack missing

**VEHICLE EQUIPMENT REQUIREMENTS**

To apply and legally operate this vehicle on Wisconsin highways, all listed safety features must be in proper working condition according to TRANS 305, Wis. Admin. Code.

**Light Lamps**

Parking Brake

**Brakes System**

Service Brakes

**Doors, Hoods and Trunk Lid**

Emission Equipment

Dealership inspection does not ensure vehicle will pass state emission test where required.

**Exhaust System**

Fenders, Firewall and Floor Pan

Frame or Structural Portion of Unibody

**Fuel System**

Horn

Lights

Restraint Devices and Seats-all aspects

Speedometer and Odometer

Steering Components

Suspension

Tires and Wheels

Windshield Windows and Mirrors

Windshield Defroster, Wipers and Washers

Explain all items marked "YES" or "NOT LEGAL": \_\_\_\_\_

Transfer to the best of my knowledge that the information provided on this guide is accurate:

(Seller Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

will not block the driver's view. The back of the guide should be readable from inside the vehicle since it contains important consumer information.

**Note: The Buyers Guide represents the condition of the vehicle at the time of sale. Re-inspect the vehicle and complete a new guide anytime there is a change in the condition of a vehicle since it was first inspected.**

**IMPORTANT CONSUMER INFORMATION**

**The Guide**  
Dealerships complete the Wisconsin Buyers Guide to report the existing condition of the used vehicle. Information on the Guide is based on what the dealership can find using reasonable care. The Guide cannot tell you everything you need to know. Test drive the vehicle. Have your own expert check the vehicle, if the dealership allows.

**The Reasonable Care Standard**  
Dealerships are required to test drive the vehicle and to inspect the interior and exterior of the vehicle including under the hood and under the vehicle. They are not required to take the vehicle apart (except brakes) or run tests unless necessary to diagnose apparent symptoms. Dealerships are required to report information they get from manufacturer and auction notices, prior owner documents and disclosures, and their own vehicle inspection and repair records. Dealerships are not required to contact prior owners or get records of previous titles unless necessary to clear up inconsistent or questionable information that is apparent.

**Vehicle History and Title Brands**  
A vehicle's past may affect its performance, warranty, and value. Using reasonable care, dealerships report vehicle history, use, and permanent brands that are on the title or will be on the next title as required by § 342.10 Wis. Stats.

**Information on the Title**  
Be sure to read both sides of the title before you sign a purchase contract. Look more closely at a vehicle if the title shows:  
• Mileage is not actual  
• Title brands describing important vehicle history  
• Many owners since last title was issued  
• A dealership as titled owner.  
The vehicle's previous owner, whose name and address are on the title, may provide useful information. The dealership will give you the name and address of the prior owner if you ask for it.

**Contract Agreements**  
You may agree to terms, such as warranty coverage, that differ from terms on the Guide. What you agree to on the purchase contract is final. Any important conditions or promises should be written on the contract to prevent misunderstandings.

**Obligation to Remedy Undisclosed Problems**  
The disclosures on this guide are not a warranty. However, it is an unfair practice for a dealership to refuse to remedy any problem that has been disclosed on the Guide if the problem:  
• Existed at the time of sale  
• Could have been found using reasonable care  
• Was not disclosed, and  
• Is reported to the dealer when discovered and the vehicle is made available to the dealership.

**Manufacturer Recalls**  
Used vehicle may be the subject of manufacturer recalls that have not been performed. You may want to determine whether there are any unperformed recalls affecting you buy vehicles. Take delivery. Many manufacturers have a telephone number which may be called to obtain this information. For further information about how to inquire about recalls for this vehicle, ask the dealership or contact the Wisconsin DOT Dealer Section at the address or telephone number shown below.

**Your Records**  
You will get a copy of this Guide if you purchase a vehicle. Keep copies of all documents and everything you sign.  
Division of Motor Vehicles, Dealer Section licenses Wisconsin dealerships and administers TRANS 305, Wis. Admin. Code which requires the Guide.  
Published By:  
Wisconsin DOT Dealer Section  
4802 Sheboygan Avenue, Room 201  
P. O. Box 7968  
Madison, WI 53707-7968  
Consumer Assistance: (800) 266-1425

**DEFINITIONS OF WHAT**

**Brakes System** includes rotor (shoes), parking brakes and

**Bumpers** includes other crash

**Charging System** includes battery and voltage regulator

**Cooling/Heating System** incl heater core, thermostat, fan

**Doors, Hoods and Trunk Lid** includes locks and latches.

**Drive Train** includes the following, as equipped: transmission, transaxle, differential, U-joints, CV joints, transfer case, driveshaft, axle, clutch, pinion and ring gears.

**Emission Equipment** is listed on under hood EPA label. Vehicles must pass a state emission test within 45 days of sale if:  
• kept in mandatory testing counties, and  
• GVW rating is 14,000 lbs. or less, and  
• 6 model years old or older.

**Fluid Levels Low** includes the following, as equipped: engine, transmission, differential, transfer case, radiator, brakes, power steering and windshield washers. Does not include AC or maintenance free battery.

**Frame or Structural Portion of Unibody** includes damage, weakened by rust, repairs or alignment.

**Fuel System** includes fuel tank, pump, carburetor or injector system.

**Lights** includes all interior and exterior lights.

**Power Accessories** includes (but not limited to) the following, as equipped: windows, locks, theft deterrent system, keyless entry, seats, mirrors, remote start or antenna.

**Restraint Devices and Seats** includes belts and air bags. An air bag is legal when present and active.

**Signs of Excessive Oil Consumption** includes evidence of oil leaks, abnormal exhaust smoke, burnt oil odor or piston ring blowby.

**Starting System** includes ignition switch, solenoid and starter.

**Steering Components** includes proper alignment, tie-rod and ball joints.

[Wis. Admin. Code Trans 139.04\(6\)](#)

## DISPLAY A WISCONSIN BUYERS GUIDE ON ALL VEHICLES, EXCEPT THE FOLLOWING:

- Trucks over 16,000 pounds
- Demonstrator or executive-driven vehicles still in service.
- Vehicles that are not offered for sale and are labeled "not inspected for sale."
- Vehicles coming from or going to a wholesale transaction.
- Unrepaired salvage vehicles that are conspicuously labeled, "This is a salvage vehicle."
- A vehicle sold to the lessee, Dealer Section at the end of the lease.
- Vehicles going to or from a place of repair
- Motorcycles –complete the Used Motorcycle Disclosure form before offering it for sale. This form does not need to be displayed on the motorcycle but must be shown to your customer before you complete a purchase contract.

[Wis. Admin. Code Trans 139.04\(6\)\(c\)](#)

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## **REASONABLE CARE STANDARD** – [Wis. Admin. Code Trans 139.04\(6\)\(a\)1.](#)

Required disclosure of vehicle history, prior use, title brands and vehicle condition are limited to what you find using reasonable care. Using reasonable care may mean inspecting more thoroughly than regulations require when routine inspection reveals anything suspicious. Using [reasonable care](#) means you will do the following before offering a vehicle for sale:

- Test drive the vehicle and inspect the interior and exterior, including under the hood and under the vehicle. You are not required to take the vehicle apart (except brakes) or run tests unless necessary to diagnose apparent symptoms.
- Report information you get from manufacturer and auction notices, prior owner documents and disclosures, and your own vehicle inspection and repair records. You are not required to contact prior owners or get records of previous titles unless necessary to clear up inconsistent or questionable information.

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## **MATERIAL VEHICLE HISTORY** – [Wis. Admin. Code Trans 139.04\(6\)\(a\)1.](#)

Dealerships are required to disclose any "material history" about a vehicle. Vehicle history is "material" when any of the following are true:

- The information would be important to any reasonable person.
- Affects the value of the vehicle.
- The buyer asks about it.
- The dealership knows or has reason to know the information would be important to the buyer.

Material history should be disclosed on the Wisconsin Buyers Guide in the same area where you explain any condition issues (any “no” and “not legal” items). When history information becomes material after the guide has been completed, and you have a buyer, record the information on the Motor Vehicle Purchase Contract under "Other conditions of sale." If the vehicle is not sold, complete a new Wisconsin Buyers Guide disclosing the material information. When you are unsure whether history information would be material to a buyer, it is best to disclose it and avoid problems later.

## **COMPLETING THE WISCONSIN BUYERS GUIDE**

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### **VEHICLE INFORMATION** – [Wis. Admin. Code Trans 139.04\(6\)\(a\)3.](#)

Enter the dealership name, the vehicle year, make, model, identification number, engine size, drive type and transmission in this section. Engine size should be entered in liters or cubic inches and number of cylinders. Drive types are front wheel, rear wheel, All-wheel drive, or 4-wheel drive. Indicate whether the transmission is automatic or manual and specify the number of forward gears. Stock numbers are not required; this space is provided for your convenience.

The price entered on the Buyers Guide is considered the [advertised price](#). Therefore, advertising regulations apply. You may not charge a higher price than the price listed on the Buyers Guide. The price on the Buyers Guide must match the retail price on the purchase contract.

**Note: For motor homes and other second stage vehicles, show the chassis year and the finished vehicle model year if different.**

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## VEHICLE HISTORY – [Wis. Admin. Code Trans 139.04\(6\)\(a\)1.](#)

Report the vehicle history from information that appears on the title or is provided by the previous owner. You may also obtain information from repair invoices or other documents you find when inspecting the vehicle. Use "other" when there is material history to disclose, which falls outside the listed categories. For example, "driver education use" should be disclosed under "other." (A vehicle used for driver education may have problems associated with the inexperienced drivers that drove it.) Mark "history and use not known" only if you have no way of knowing the vehicle history. If you acquire a vehicle titled in the name of an insurance company and no other prior history is available, you may mark "titled to insurance".

### Check all that apply:

- "*Personal use*" applies to a motor vehicle owned or leased by an individual and primarily operated for personal use.
- "*Business use*" applies to a motor vehicle owned or leased by either a company (other than lesser) or an individual, and primarily operated for business use.
- "*Lease use*" applies to a motor vehicle leased for a period exceeding four months.
- "*Rental use*" applies to a motor vehicle rented for less than four months at a time.
- "*Demonstrator use*" applies to an untitled or non-privately titled motor vehicle which was used primarily for demonstration to the public.
- "*Executive use*" applies to an untitled or non-privately titled motor vehicle which was used primarily for executives of licensed manufacturers, distributors or dealers and not used for demonstration to the public.
- "*Titled / transferred to insurance*" applies to a vehicle titled in the name of an insurance company.
- "*Other*" applies to a vehicle with other material history that should be disclosed.
- "*History and use not known*" applies to a vehicle for which history and prior use cannot be discovered by the dealership using reasonable care.

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## TITLE BRANDS - [Wis. Admin. Code Trans 139.04\(6\)\(a\)1.](#)

A title brand is a permanently printed phrase that describes the vehicle's history on all subsequent titles produced. Sellers must disclose whether a vehicle was rebuilt salvage, flood damaged, manufacturer buyback, non-USA standard, insurance claim paid, formerly used as a police vehicle or a taxicab. Use "other" for non-USA standard, police vehicle, taxicab, or if another brand exists on an out-of-state title. Failure to disclose required brands before transferring ownership may result in fines or imprisonment or both.

- "**Rebuilt salvage**" means a motor vehicle that was declared salvage has now been rebuilt and has passed a Wisconsin salvage inspection.
- "**Damage claim paid**" means a vehicle is less than 7 model years old, damaged more than 30% but less than 70% of its fair market value, and, after payment of claim, transferred to the insurance company.
- "**Flood damaged**" (water damaged) means a vehicle damaged by flood to the extent that the cost of the repairs (estimated or actual, whichever is greater) exceed 70% of its fair market value.
- "**Manufacturer buyback / Lemon**" means a vehicle that was repurchased by the manufacturer (or authorized dealer with compensation from the manufacturer) under Wisconsin's, or another state's Lemon Law.
- "**Other**" means a vehicle with other brands or history requiring a brand not listed on the guide, including Non-USA standard, police vehicle, taxicab or brands appearing on out-of-state titles.

- **“Non-USA standard”** means a vehicle that was not manufactured with all federal emission and safety standards applicable at the time of manufacture (gray market vehicle).
- **“Police vehicle”** means a vehicle used or registered as a police vehicle by a law enforcement agency
- **“Taxicab or for public transportation”** means a vehicle used or registered as a taxicab or used by public transportation.

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## **SALVAGE AND BRANDING LAW** – [Wis. Stat §342.10\(3\)](#)

Wisconsin’s salvage title law is referred to as the “Title Branding Law.” The law requires the Department of Transportation to permanently brand titles with historical information. This section explains your responsibilities when dealing with salvage vehicles.

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### **DEFINITIONS**

**“Buyer Identification (BID) Card”** means a license card issued by WisDOT authorizing the cardholder to bid on and purchase motor vehicles being held and offered for sale by a motor vehicle salvage pool.

**“Brand”** means a permanently printed phrase that describes a vehicle’s history on all subsequent titles.

**“Vehicle fair market value”** means the value of a vehicle immediately before damage occurs, when that value has been determined by reliable sources generally accepted within the automotive and insurance industries. Vehicle fair market value may be determined from guidebooks, dealer quotations, computerized valuation services and other methods which may be prescribed by the department.

**“Flood damaged vehicle”** or *water damaged* means any motor vehicle that can be registered or titled and is damaged by flood to the extent that the estimated or actual cost, whichever is greater, of repairing the vehicle exceeds 70% of its fair market value. If the flood damage occurs in Wisconsin, the vehicle became a salvage vehicle.

**“Claim paid brand”** means a brand placed on the title of a vehicle that is *all* the following:

- Less than 7 model years old.
- Damaged by collision or other occurrence to the extent that the estimated or actual cost, whichever is greater, of repairing the vehicle exceeds 30%, but less than 70% of its fair market value.
- Transferred to an insurer upon payment of an insurance claim.

**“Junk vehicle”** means *any* of the following:

- A vehicle that is incapable of operation or use upon a highway and has no resale value except as a source of parts or scrap.
- A vehicle an insurance company has taken possession of, or title to, and the estimated cost of repairing the vehicle exceeds its fair market value.

**“Junked”** means a vehicle that has been dismantled for parts or scrapped. When a vehicle has been junked you may not obtain a Wisconsin title for it again.

**“Major parts of a vehicle”** means the following vehicle parts:

- Engine.
- Transmission.
- Each door to the passenger compartment.
- Hood.
- Grille.
- Each bumper, or each clip, if a bumper is part of the clip.
- Each front fender.
- Deck lid, tailgate, or hatchback.
- Each rear quarter-panel.
- Trunk floor pan.
- Frame or, in the case of a unitized body, the supporting structure which serves as the frame.
- Any part not listed above which has a value exceeding \$500.

**“Salvage vehicle”** means a vehicle that is *all* the following:

- Less than seven years old. (Use the following formula to determine if a vehicle is less than seven years old: *Current calendar year minus six equals the first model year that is less than seven years old.* For example: calendar year 2020 - 6 = 2014 (the first model year less than 7 years old.)
- Eligible to be registered or titled in Wisconsin.
- Damaged by collision or other occurrence to the extent that the estimated or actual cost, whichever is greater, of repairing the vehicle exceeds 70% of its fair market value.

**“Salvage certificate of title”** means the ownership document, which shows that a vehicle is “salvage.” The “salvage” notation is removed from the title when the vehicle passes inspection by a certified salvage inspector, and a new title is issued. The subsequent title will show the “rebuilt salvage” brand.

**“Rebuilt salvage”** (*Wisconsin inspection passed brand*) means a notation placed on a title when a vehicle has passed the required inspection.

**“Salvage Pool”** means a wholesale vehicle auction that meets the following requirements:

- Holds and offers for sale damaged motor vehicles at wholesale on a bid basis.
- Is licensed as a wholesale dealer by the Department of Transportation.
- Only allows vehicle bidding and purchasing by people who hold a valid Buyer Identification (BID) Card.

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## **ACQUIRING A SALVAGE VEHICLE – [Wis. Stat. §218.52](#)**

You must have a valid Buyer Identification (BID) Card to bid on or buy salvage vehicles at a salvage pool auction.

Salvage pool auctions are required to provide title on the day of sale unless a vehicle is sold “title-absent.” Title-absent means the buyer and seller have agreed to complete the sale even though the title will be delayed. Wisconsin regulations allow the purchasing dealer to rescind a purchase if the auction is unable to provide clear title within 14 calendar days after the date of sale. We recommend that you wait to repair the salvage vehicle until you have received the title. Otherwise, if the sale is rescinded, the cost of those repairs may need to be disputed in court.

If you purchase a salvage vehicle, you are required to promptly apply for a Wisconsin salvage title if either of the following is true:

- The reassignment areas on the title are full.
- The vehicle is a salvage vehicle that does not yet have a salvage title.

### **SELLING A SALVAGE VEHICLE** – [Wis. Admin. Code Trans 139.04\(5\)\(c\)2.](#)

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When you sell an **unrepaired** vehicle that is titled as salvage, you are not required to complete and display a Wisconsin Buyers Guide. However, you must include the following consumer warning on the motor vehicle purchase contract:

***“WARNING! This is a salvage vehicle and cannot be registered for use on Wisconsin highways until it passes an authorized inspection which requires payment of a fee. Title will be issued with a rebuilt salvage brand.”***

When offering a **repaired** salvage vehicle that **has not** yet been inspected for sale, do the following:

- Complete a Wisconsin Buyers Guide. (Wholesale Buyers Guide if selling to another dealer.)
- Give the buyer all items needed for a salvage inspection (see the list in the next subsection below).
- Write the following warning on the purchase contract:

***“WARNING! This is a salvage vehicle and cannot be registered for use on Wisconsin highways until it passes an authorized inspection which requires payment of a fee. Title will be issued with a rebuilt salvage brand.”***

### **REBUILT SALVAGE VEHICLE INSPECTION REQUIREMENTS** – [Wis. Admin. Code Trans 149.06](#)

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All rebuilt salvage vehicles must be inspected before registration can be issued for the vehicle. Schedule an appointment for the inspection with a WisDOT-certified salvage inspector.

**Note:** *The rebuilt salvage vehicle may be operated to the point of inspection but may not otherwise be operated on the highway until it passes inspection and is registered.*

At the time of salvage inspection, provide the inspector with all the following items:

[Wis. Admin. Code Trans 149.07\(1\)](#)

- MV11 Application for Title and Registration
- Salvage Certificate of Title
- Major Parts Statement - MV2673 (whether any major parts were replaced).
- Bills of sale for all major parts used in rebuilding.
- Four pictures of the damaged vehicle, showing, front, rear, left side and right-side views.
- Stamped envelope to mail the application to DMV.
- Check or money order for all fees made out to “Registration Fee Trust.”

When the vehicle passes inspection, the inspector will submit the application to the department. The new title will be branded *“This vehicle is rebuilt salvage - WI inspection passed.”*



The vehicle will fail the inspection if any of the following are true [Wis. Admin. Code Trans 149.06\(4\)](#):

- The vehicle does not meet equipment requirements under [Wis. Admin. Code Trans 305](#) and [Wis. State Stat. §347](#); or fails to meet federal motor vehicle safety standards.
- The vehicle or any part is stolen, or if the ownership of any major part of the vehicle cannot be verified.
- The vehicle contains any major parts which were not part of the vehicle described in the certificate of title and for which you do not have a bill of sale.
- The vehicle contains a vehicle identification number that has been altered, removed or obliterated.

When a vehicle fails inspection, any of the following may happen— [Wis. Admin. Code Trans 149.07\(2\)](#):

- If the inspector discovers the vehicle or any of its parts are stolen, the inspector may seize the vehicle. This includes VIN tags that are removed, altered, or obliterated
- You may request another inspection. The inspector may schedule the reinspection for any date from 4 to 15 calendar days from your original inspection date. There are no additional fees associated with the reinspection.
- When the DMV receives materials for a vehicle that has not passed inspection, the DMV will issue or re-issue a salvage certificate of title to you and will return all bills of sale, and the major parts statement.
- You may choose to junk a vehicle at any time. If you do, the inspector will write "JUNKED" on the certificate of title or mark the certificate of title in some other manner to clearly indicate that the vehicle is junked. The inspector will send the certificate of title, the certificate of inspection and the inspection fee to the DMV. The inspector will return any remaining application materials and a copy of the certificate of inspection to you. The DMV will note in its records that the vehicle has been junked and may not issue another certificate of title for the vehicle.

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## JUNKED VEHICLES

- Titles marked "junk" must be submitted to the department within 30 days.
- Junked vehicles can never be re-titled or registered. They may only be used for parts or scrap.

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## "PREVIOUSLY TITLED IN"

Enter any and all jurisdictions in which the vehicle has been titled, including Wisconsin. For example, the Wisconsin title shows the vehicle was previously titled in another state. List Wisconsin and the other state.

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## ODOMETER READING

Enter the odometer reading taken when your dealership acquired the vehicle. This reading will be on the title. Indicate if the mileage is "actual," "in excess of mechanical limits" or "not actual." The odometer is "in excess of mechanical limits" when the reading is higher than the odometer is designed to measure. Checking "in excess of mechanical limits" when the odometer has six digits would mean there were over one million miles on the car.

When the vehicle is 20 or more model years old starting with vehicle model year 2011, the odometer reading should not be recorded, and you should check EXEMPT. However, if you have an exempt vehicle with a low odometer reading that you want to list as a selling point, you may show an odometer reading only if you provide the purchaser with a supporting odometer statement. (The buyer's title will not reflect a reading for a vehicle over 20 years old starting with vehicle model year 2011.)

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## REPAIRING AND REPLACING ODOMETERS

**Repair with Calibration**—You may service, repair, or replace an odometer if it malfunctions. Whenever possible, the mileage indicated on the odometer should be calibrated to the same reading as before the repair or replacement. When the vehicle is subsequently sold, the odometer disclosure and the title issued will show “actual” miles.

A replacement odometer may, if the repair is made within 30 days, be calibrated to the actual mileage and be certified as “actual” when the trip odometer fails, the primary odometer continues to work accurately, and the entire speedometer head has been replaced. The replacement odometer may be either *new or used*, calibrated to the actual mileage. **Note - If the odometer is not repaired or replaced see repair without calibration.**

**Repair without Calibration**—If the original odometer is incapable of registering the same mileage or if the replacement odometer cannot be calibrated, do the following:

- Set the odometer to zero, *and*,
- Attach a written notice to the left door frame of the vehicle specifying the mileage prior to repair or replacement of the odometer, *and*, the date it was repaired or replaced.

An odometer change notice sticker must be applied regardless of the vehicle’s age when an odometer is repaired and set to zero. It is always in the dealership’s best interest to document on the repair invoice that the odometer change notice sticker was affixed to the vehicle. Typically, the sticker will be packaged with the newly purchased odometer. However, if it isn’t, or a used “zeroed” odometer is used for the replacement, the sticker can be obtained from the Wisconsin Automobile and Truck Dealers Association.

When the vehicle is sold, the odometer disclosure on the title issued will show “*not actual*” miles. The odometer reading shown on the odometer disclosure statement and title will be the reading from the replaced odometer. The cumulative mileage of the vehicle is not shown.

***It is illegal to remove or alter the notice affixed to a vehicle. Failing to zero the odometer or failing to affix a notice about the zeroed setting is also in violation of the odometer law.***

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## MILEAGE DISCLOSURE WITH A MALFUNCTIONING ODOMETER

If a vehicle is driven after the odometer malfunctions the seller may disclose that the odometer reading reflects the “**actual**” mileage only if *all* the following guidelines are met:

The odometer repair or replacement is made within 30 days of the date the malfunction occurred.

A reasonably accurate determination can be made of the miles traveled between the time of the malfunction and the time of the repair or replacement.

The repaired or replacement odometer was calibrated to show the mileage reading that was on the odometer at the time it malfunctioned, *plus* the number of miles the vehicle was driven between the time of the odometer’s malfunction and the time of its repair or replacement.

If the odometer is not calibrated as described above, the seller must disclose the odometer reading as ***“not actual”*** mileage.

If the dealership repairs or replaces an odometer for a vehicle it does not own, WisDOT strongly recommends the dealer obtain a written statement from the vehicle owner including the following:

Mileage at the time of the malfunction

Certification that the odometer repair occurred within 30 days of the odometer malfunction

Miles traveled between the time of the malfunction and repair.

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## UNREADABLE ODOMETERS

If you cannot read the odometer (due to an accident, fire, etc.) indicate ***“0”*** on a conforming odometer statement and certify that the odometer reading is ***“not actual.”***

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## KILOMETERS

Vehicles that measure distance in kilometers have different disclosure requirements than those that register in miles. Use the following guidelines to assure compliance with odometer laws when dealing with vehicles measuring distance in kilometers:

If you have a blank incoming odometer disclosure statement for a vehicle that measures kilometers, or you have a statement that is in kilometers, do the following:

- Disclose the mileage as ***“not actual.”***
- Disclose the odometer as ***“not legal”*** on the Wisconsin Buyers Guide under “Vehicle Equipment Requirements,” since the odometer does not register miles.
- Place warning in “other conditions of sales” on the purchase contract.
  - ***“Warning! This vehicle cannot be legally operated on Wisconsin highways and may not be safe.”***
- If you replace an odometer that registers kilometers with one that registers miles:
- Disclose the miles as ***“actual,”*** if the replacement odometer was calibrated to reflect the equivalent miles. Use the following formula to determine miles:
- Kilometers x .62=miles
- Disclose the mileage as ***“not actual,”*** if the odometer is not calibrated to reflect the equivalent miles.

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## MODEL YEAR CALCULATION

An odometer statement is required for all vehicles less than 20 years old **starting with vehicle model year 2011 and newer.**

(Current calendar year) - 20 = *model year and older vehicles are exempt.*

2031 - 20 = 2011 – *vehicles and older are exempt.*

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## WARRANTY

Indicate whether the vehicle is being offered with a warranty or on an “As Is – No Warranty” basis. Complete both the Dealer Warranty and the Manufacturer Warranty sections. At the time of delivery, provide your customer with a written document specifying the parts and systems covered by any warranty.

When a Dealer Warranty is offered, identify:

- The duration of the warranty
- The percentage of any repair costs to be paid by the customer.
- Any deductible to be paid by the customer.

Show whether the warranty is:

- Expired
- Not known
- Canceled due to salvage or other vehicle history.
- Remaining vehicle manufacturer warranty.

When Vehicle service contracts are offered for sale, provide details on a separate document. At delivery, provide your customer with a written document specifying the parts and systems covered.

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## USED VEHICLE GENERAL CONDITION

This section of the Wisconsin Buyers Guide should be completed by someone who has mechanical knowledge and experience to determine the condition of the vehicle using "reasonable care." Check each item separately. Explain all items marked "yes" in the designated area. If the vehicle is not equipped with “other equipment”, check the "not equipped" box.

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## VEHICLE EQUIPMENT REQUIREMENTS

[Wis. Admin Trans. Code 305](#) defines the legal operating condition for vehicles on Wisconsin highways. Any item in this section that does not meet those requirements must be checked "not legal" and explained in the designated area.

When a vehicle is sold with any item marked "not legal," write the following warning on the purchase contract:

**"WARNING! This vehicle cannot be legally operated on Wisconsin highways and may not be safe."**

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## CERTIFICATION

Complete all three inspector sections. Print the names of the individual inspecting the vehicle and the individual inspecting the records. Have the dealer or a licensed representative sign the label. The same person could complete all three sections. Then enter the date of the inspection. The buyer signs and dates the original label prior to delivery of the vehicle. Keep the original copy for five years and give the buyer the window copy.

## POWER OF ATTORNEY / VEHICLE ODOMETER DISCLOSURE AND TRANSFER OF OWNERSHIP

Dealers are required to obtain an incoming odometer statement and provide an outgoing odometer statement that conforms with federal and Wisconsin law. The statement must be made on the title. In the case of a retail sale, the outgoing statement may be given on the MV11. ***The owner of the vehicle named on the title or MSO must complete the transfer of ownership and the odometer disclosure as seller.*** The dealer must complete the reassignment of ownership and odometer disclosure when selling the vehicle. The disclosure must contain the following information:

- Date of transfer or reassignment.
- Seller's name and current address.
- Buyer's name and address.
- Odometer reading at the time of transfer (not including tenths of miles)
- Certification that the mileage is one of the following:
  - ***Actual***
  - ***In excess of mechanical limits*** Use when the odometer reading is higher than the capability of the odometer. Checking "in excess of mechanical limits" when the odometer has 6 digits would mean there are more than one million miles on the car.
  - ***Not actual mileage*** When using this notation, you must also include a warning notice to alert the buyer that a discrepancy exists between the odometer reading and the actual mileage.

The buyer and seller must print and sign their names on the odometer statement. No person may sign the odometer statement as both buyer and seller in the same transaction.

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## VEHICLES EXEMPT FROM ODOMETER DISCLOSURE

The following vehicles are exempt from odometer disclosure:

An odometer statement is required for all vehicles less than 20 years old **starting with vehicle model year 2011 and newer.**

(Current calendar year) - 20 = *model year and older vehicles are exempt.*

2031 - 20 = 2011 – *vehicles and older are exempt.*

- Vehicles registered over 16,000 pounds.
- Non-motorized vehicles.
- mopeds.
- Vehicles sold from the manufacturer to the U.S. Government.
- New vehicles transferred from manufacturer to dealer.
- New vehicles acquired by a dealer from an out-of-state dealer licensed in a state that does not require odometer mileage disclosure.

When a vehicle is exempt from odometer disclosure, the dealer may leave the statement blank or write in the word "exempt."

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## POWER OF ATTORNEY FORM (MV2690)

The power of attorney form may *only* be used for odometer disclosure when the title is physically held by a secured party (lien holder). Keep a copy of this form in your file.

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## LEASES AND ODOMETER DISCLOSURE

When the dealer is the vehicle lessor or acting as an agent for the lessor, the dealer must do the following:

- Notify the lessee in writing that they are required to provide the lessor or its agent with a written odometer disclosure at the end of the lease.
- Obtain a completed odometer disclosure from the lessee at the end of the lease and enter the date it is received on the form. If the lessee buys the vehicle at lease end, the dealership may rely on the lessee's odometer disclosure. This disclosure must contain the following information:
  - Printed name of the person making the disclosure.
  - Current odometer reading.
  - Date of the statement.
  - Lessee's name and current address.
  - Lessor's name and current address.
  - The identity of the vehicle.
  - Date the lessor notified the lessee of the odometer disclosure requirements.
  - Date the lessor received the completed odometer statement.
- Keep copies of all odometer-related records for five years.

## DEALER PLATES ([WIS. STAT. §341.47](#))

Licensed dealers are issued a minimum of two dealer registration plates for use on vehicles the dealership owns and offers for sale. To avoid being ticketed for improper dealer plate use, licensed dealers should follow these requirements:

- Use the plate only on vehicles owned and actually offered for Sale by the dealership or service loaner vehicles. The plate may be used on these vehicles whether they're driven for business or personal purposes.
- You may use dealer plates on a consignment vehicle, even though the dealership does not own the vehicle.
- Display a Wisconsin Buyers Guide or Monroney label on any vehicle displaying a dealer plate, as proof that the vehicle is owned and offered for sale by the dealership. (A label need not be displayed while driving a vehicle to or from a wholesale transaction.)
- Make sure vehicles used by employees are available for display at the dealership during business hours.
- Do not use dealer plates on rental vehicles, service vehicles or tow trucks.
- You may use dealer plates on service loaner vehicles if they are inspected and the Wisconsin Buyer's Guide is displayed.
- If you allow your spouse or children residing in your household to use dealer plates, do be certain the vehicle is actually offered for sale, displays a Wisconsin Buyers Guide or Monroney label. While this type of use is technically permitted, it has caused adverse public reaction.

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## **ORDERING ADDITIONAL DEALER REGISTRATION PLATES**

The fee for additional dealer plates is \$10 per plate.

To order additional plates, send a written request to the WisDOT Dealer Section at the address below. Your request should include the:

- Dealership legal business name, address, and telephone number
- Dealer license identification number
- Quantity and type of additional plates requested
- Total fees payable to Registration Fee Trust
- Allow 4-6 weeks for your plates to arrive.

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## **REPORTING LOST OR STOLEN DEALER REGISTRATION PLATES**

Contact the WisDOT Dealer and Agent Section by mail, fax or e-mail to report a lost or stolen plate. If you find a plate after you've reported it missing, destroy it. It will already have been reported missing to law enforcement officials statewide, and you could be ticketed for using it.

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## **REPLACING A MISSING DEALER PLATE**

If you wish to replace a lost or stolen plate send the WisDOT Dealer and Agent Section a written request at the mailing address on the front of this guide. Include the following information in your request:

- Dealership legal business name, address, and telephone number
- Dealer license number
- Plate numbers of lost or stolen plates being replaced
- Quantity of replacement plates requested
- Fee of \$4.00 per replacement plate, payable to Registration Fee Trust
- Allow 4-6 weeks for your replacement plates to arrive.

# MOTOR VEHICLE PURCHASE CONTRACT

**USED MOTOR VEHICLE PURCHASE CONTRACT** This is an offer to purchase that will become a binding motor vehicle purchase contract if accepted by the dealer, the dealer will accept the offer only if the buyer has read and understood the terms and conditions of the contract and has signed the contract in the presence of the dealer. The dealer shall be provided with the vehicle to affirmatively.

BUYER NAME: \_\_\_\_\_ VIN STOCK NO. OR ORDER NO. / MAKE/ MODEL / COLOR: \_\_\_\_\_ ORDER DATE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
 CITY, STATE, ZIP: \_\_\_\_\_ LICENSE NO.: \_\_\_\_\_  
 TELEPHONE NO.: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_  
 COOPERATIVE FINANCIAL (FIN) NAME(S): \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 PROSPECTIVE PURCHASER STREET ADDRESS: \_\_\_\_\_  
 RESIDENCE PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_ HOME/WORK: \_\_\_\_\_ RESIDENCE COUNTRY: \_\_\_\_\_ RESIDENCE TOWNSHIP: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_  
 PLEASE PRINT OR CLEAR FOR USE: USED  LEASE  TITLE AS:  MOTORCYCLE  LICENSE NO.: \_\_\_\_\_  
 CAR  TRUCK  OTHER \_\_\_\_\_  
 MAKE: \_\_\_\_\_ MODEL YEAR: \_\_\_\_\_ MAKE - TRADE NAME: \_\_\_\_\_ MODEL: \_\_\_\_\_ BODY TYPE: \_\_\_\_\_ IDENTIFICATION NO.: \_\_\_\_\_  
 MAKE: \_\_\_\_\_ MODEL YEAR: \_\_\_\_\_ MAKE - TRADE NAME: \_\_\_\_\_ MODEL: \_\_\_\_\_ BODY TYPE: \_\_\_\_\_ IDENTIFICATION NO.: \_\_\_\_\_  
 Dealer or not a party to any manufacturer warranty. Warranty terms may be negotiated terms purchased from the vehicle manufacturer.  
**WARRANTY & SERVICE CONTRACT INFORMATION**  
 Dealer is not a party to any manufacturer warranty. Warranty terms may be negotiated terms purchased from the vehicle manufacturer. Dealer declines implied warranty.  
**AS IS - NO WARRANTY** Dealer warrants to check Under Limited Extended Warranty for the vehicle to see if it is covered and the dealer assumes no responsibility for any repairs regardless of the circumstances of the vehicle.  
**IMPORTANT:** All repairs involving suspension, steering, or brakes are the responsibility of the buyer. Dealer is not a party to any manufacturer warranty. Warranty terms may be negotiated terms purchased from the vehicle manufacturer.  
 Original Manufacturer Warranty (either piece or full coverage)  
 Location: \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip) \_\_\_\_\_ (country)  
 Original Manufacturer Warranty (either piece or full coverage)  
 Original Manufacturer Warranty (either piece or full coverage)  
 LIMITED EXTENDED WARRANTY SERVICE CONTRACT provided by:  Manufacturer  Third party company  Dealership  
 Duration: \_\_\_\_\_ (months) \_\_\_\_\_ (years), whichever comes first.  
 Location: \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip) \_\_\_\_\_ (country)  
 Percentage of repair costs to be paid by you: \_\_\_\_\_  
 Other conditions of sale: \_\_\_\_\_  
**ANTICIPATED DELIVERY DATE:** \_\_\_\_\_  
 Regardless of reason, if the vehicle ordered by the purchaser is not available for delivery within 15 calendar days after the anticipated delivery date, the purchaser may cancel this order and shall, within one business day, receive a full refund of any down payment, trade-in return of trade-in vehicle, or title for trade-in vehicle, or both, if the trade-in is not available. The purchaser shall receive the full trade-in allowance. Unless delivery date is otherwise qualified on the purchase contract by the purchaser, if the vehicle becomes available for delivery prior to the stated anticipated delivery date, the dealer license may require acceptance not less than 24 calendar days after having notified the purchaser of availability of delivery, in which case no penalty shall be assessed for nonacceptance of delivery prior to the stated anticipated delivery date.  
 This is a Finance Transaction (Check A, B, or C)  
 Closing scheduled at dealer's office on specified delivery date or as mutually agreed. You are obligated to purchase, subject to availability of financing through dealer, on terms:  
 A.  In structured payments. These items do not extend beyond the closing date if dealer is willing and able to deliver vehicle on these terms.  
 B.  Accessible to You.  
 The transaction is subject to financing being arranged through credit of your choice. You must obtain acceptable financing and dealer must receive written notice by (date) \_\_\_\_\_ of this contract to void.  
 This is a cash transaction. You are obligated to pay the balance due on delivery.  
**BUYER'S REPRESENTATIONS:** This transaction is valid only at the option of the dealer if any new items in excess of the original value of any of the following representations are shown above the closing of this transaction in any item, or corrects the effect of other remarks available to the dealer prior to the closing of this transaction and these representations remain in question. **FINANCIAL REPRESENTATIONS:**  
 1. That I am 18 years of age or older. YES  NO   
 2. That I have not been declared bankrupt or insolvent. YES  NO   
 3. That I am not under any legal disability or restriction on my ability to enter into this contract. YES  NO   
 4. That I am not under any legal disability or restriction on my ability to enter into this contract. YES  NO   
 5. That the trade-in is not subject to a child support lien. YES  NO   
 6. That the trade-in does not have a lien, loan, debt, bank, payment, or lease (including responsive portion of lease). YES  NO   
 7. That all parts of the trade-in vehicle are as originally installed by the manufacturer or have been replaced with equivalent equipment. YES  NO   
 8. That the engine and transmission of the trade-in have not been changed from manufacturer's original equipment specifications. YES  NO   
 9. That the trade-in has not been used in a manner that would cause it to be considered a salvage vehicle, manufacturer defect, or subject to other restrictions. YES  NO   
 10. That the trade-in has not been used in a manner that would cause it to be considered a salvage vehicle, manufacturer defect, or subject to other restrictions. YES  NO   
 11. That the trade-in does not have any convective welds or other evidence of repair to the underbody floor pan, frame or other structural portion of the vehicle. YES  NO   
 12. That the trade-in has not been used in a manner that would cause it to be considered a salvage vehicle, manufacturer defect, or subject to other restrictions. YES  NO   
 13. That the trade-in has not been used in a manner that would cause it to be considered a salvage vehicle, manufacturer defect, or subject to other restrictions. YES  NO   
 14. That the trade-in has not been used in a manner that would cause it to be considered a salvage vehicle, manufacturer defect, or subject to other restrictions. YES  NO   
 15. That the trade-in has not been used in a manner that would cause it to be considered a salvage vehicle, manufacturer defect, or subject to other restrictions. YES  NO   
 Explain All "NO" Answers: \_\_\_\_\_  
 No oral representations are binding unless written on this form. This document (including the items printed on the Reverse Side) is the entire agreement between You and Dealer, and supersedes any prior agreements and representations, regarding the transactions described above. No modification or waiver of this agreement is enforceable against either party unless agreed to in writing on this page. You will receive a copy of this order. In a default to purchase failing to take delivery on the vehicle as herein provided, you agree that if you do not accept delivery, you shall, at dealer's option, forfeit to dealer, as a penalty, the cash price of the vehicle as authorized by Section 218.0041 Wisconsin Statutes. Dealer retains the right to bring action for actual damages caused by breach of this contract, in lieu of the above penalty.  
 YOUR SIGNATURE(S): \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_ TIME SIGNED: \_\_\_\_\_ A.M. / P.M.  
 ACCEPTED BY DEALER OR AUTHORIZED AGENT: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_ TIME SIGNED: \_\_\_\_\_ A.M. / P.M.

The "Motor Vehicle Purchase Contract" (MVPC) is the document you use to state clearly all the provisions and conditions of the sale. You may only use a version of the MVPC approved by the Department of Transportation, see the "Business Forms" page. It is an offer to purchase that becomes binding when the dealership and the buyer sign the document. The MVPC must be completed in all the following situations:

- Any retail vehicle sale.
- Anytime the dealership accepts a down payment or deposit.
- Anytime the dealership accepts a title for a trade-in vehicle from a prospective retail buyer.

The dealership has two working hours to accept an offer from the time customer signs an offer to purchase. The buyer may withdraw the offer at any time until you sign it. You may not sell the vehicle to anyone else until the offer is accepted or rejected.

If the contract becomes void, you must return any down payment, title, and deposit or trade-in

vehicle within two hours. If the buyer is not available during this period, return the items to them in person or by mail no later than the following business day.

Leave a copy of the MVPC with the customer anytime you leave their presence. When you must remove the MVPC to get manager approval on the offer, leave the goldenrod copy with the customer. The customer can compare their offer with your counteroffer. When you have agreed on the final terms, write all changes on both copies, and have the customer and the manager initial both copies.

**Be careful not to sell the same vehicle to two people at the same time.**

A properly executed contract protects both the purchaser and the dealer. [Wis. Admin. Trans. Code 139.05](#), specifies a number of items that must appear on a purchase contract. By using a current revision of this contract and executing it properly, you will be in compliance with all applicable state and federal laws and regulations.

*Note: Only the actual MVPC is an acceptable offer to purchase. Other documents, such as worksheets, are not sufficient or binding. Once you and the customer have accepted the contract staffing a firm retail price, you are prohibited from raising the price except in very limited situations. (See "price protection" in this section.)*



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## COMPLETING THE MOTOR VEHICLE PURCHASE CONTRACT

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### ENTER THE FOLLOWING INFORMATION:

- Your legal business dealer name and address as it appears on your dealer license certificate.
- **"Vehicle stock number or order number."** (optional)
- **"Mileage at signing"** is the estimated mileage at time of delivery. When you write a contract to locate a vehicle you and the buyer must agree on a maximum number of miles allowed on the vehicle at time of deliver. **"Order date"** is the date you write the contract.
- Salespersons full name and first eight numbers of their license number.
- Purchaser's full name, address, phone number(s), county and township.
- Indicate whether the vehicle is "NEW" or "USED":
  - **"New"** means any untitled or non-privately titled vehicle of the stated model year which has not been a demonstrator and has not been operated more than 200 miles for purposes other than manufacturer's tests, pre-delivery tests by a dealer, dealer exchange or delivery.
  - **"Used"** means any vehicle other than a new vehicle and includes executive or demonstrator.
    - If "used," be sure to indicate if the vehicle is a demo or executive-driven vehicle.
      - **"Demonstrator"** means any untitled or non-privately titled motor vehicle, which was used primarily for demonstration to the public.
      - **"Executive"** means any untitled or non-privately titled motor vehicle which was used primarily by executives of licensed manufacturers, distributors or dealers and not used for demonstration to the public.
- Check the appropriate box to indicate if the vehicle will be titled as a car, truck or other type of vehicle.
- "License number" is the license plate number, which the purchaser is transferring from their old vehicle to their new vehicle.
- Enter purchased vehicle information including complete identification number.
- Enter the Chassis year and the finished vehicle model year, if different, for motor homes and other second stage vehicles.
- Enter owned or leased trade-in vehicle information, including complete identification (Trade-in must be in the name of the buyer.)

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### WARRANTY INFORMATION (CHECK ALL BOXES THAT APPLY):

Clearly identify any warranty or service contract included with the vehicle on the purchase contract. Any warranty or service contract must be available for inspection by a customer. Give the warranty or service contract document (specifying parts and systems covered) to the customer at the time of delivery.

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### MANUFACTURER WARRANTY

Check the appropriate box. When you indicate there is a *"remaining vehicle manufacturer warranty,"* provide all the following information:

- Expiration (date and miles).
- Any deductible to be paid by the purchaser.
- Transfer fee to be paid by the purchaser and whether the transfer fee is paid to the dealer or manufacturer.

**Note: When you tell a purchaser that a vehicle has a remaining manufacturer warranty, and the manufacturer fails to accept responsibility for the warranty, your dealership will be required to honor the warranty.**

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## DEALER WARRANTY

"As Is-No Warranty" means you are selling the vehicle without a warranty. The vehicle is not "as is" if you are offering any kind of dealer warranty. It is acceptable to mark both the "as is" box and one of the new vehicle manufacturer warranty or service contract boxes.

When you provide a "limited warranty" you must indicate:

- The term of the warranty in months and miles.
- Any percentage of repair costs to be paid by the customer.
- Any deductible to be paid by the customer

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## SERVICE CONTRACT INFORMATION

When a "service contract" is sold, indicate who it is administered by and provide:

- The terms of the service contract in months and miles.
- Any percentage of repair costs to be paid by the customer.
- Any deductible to be paid by the customer.

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## OTHER CONDITIONS OF SALE

In the "*other conditions of sale*" section of the MVPC, list any special conditions of the agreement and clarify any unusual circumstances of the sale, before the customer signs the contract. Examples include removal of any equipment such as trailer hitches or fog lights from the trade in or purchased vehicle. Air bag deactivation requests require a specific form and should not be listed under "other conditions of sale."

This area of the contract should also be used to state special warning notices required under certain circumstances. Examples of such warnings include the following:

- **"Warning!** this vehicle cannot be legally operated on Wisconsin highways and may not be safe."
- **"Warning!** this is a salvage vehicle and cannot be registered for use on Wisconsin highways until it passes an authorized inspection which requires payment of fee. Title will be issued with a rebuilt salvage brand."
- **"Warning!** sold as junk vehicle. This vehicle may never be retitled."
  - **Note – Only licensed salvage dealers can sell "Junk" vehicles or parts.**

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## ANTICIPATED DELIVERY DATE

The anticipated delivery date is the dealer's best estimate of when the vehicle will be delivered to the customer. A date must be written on the contract, showing month, day, and year. If the dealer neglects to show an anticipated delivery date, the contract date becomes the anticipated delivery date by default. If the dealer fails to deliver within 15 calendar days of the anticipated delivery date written on the contract, the customer may cancel the contract.

When the customer cancels the contract, the dealer must refund the full down payment and return the trade-in vehicle, or title for the trade-in vehicle or both within one business day. If the trade-in is not available, the customer receives the full trade-in allowance.

When you receive the vehicle before the anticipated delivery date, you may require the customer to take delivery not less than 21 calendar days after notifying them of the vehicle's availability. Notice to the customer must be by registered or certified mail, return receipt required. If the customer does not accept delivery within 21 calendar days after notice, you are free to sell the vehicle to someone else. However, you may not assess a penalty to the customer for not accepting delivery prior to the anticipated delivery date.

Writing orders for vehicles that you cannot reasonably deliver by the anticipated delivery date is prohibited.

When you make a good faith effort to obtain the vehicle from the manufacturer, and the manufacturer does not deliver the vehicle, you may cancel the contract. Immediately refund any down payment or fees paid and return any trade-in. If the trade-in is not available, the customer receives the full trade-in allowance.

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## THE ORDERED VEHICLE MUST BE LOCATED

Use this box to enter the maximum amount of mileage on a locate vehicle at the time of delivery. If the mileage is more at time of delivery the customer may cancel the contract.

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## FINANCE OR CASH TRANSACTION

A contract can be written as a finance or cash transaction. Indicate the type of transaction by checking the appropriate box. Anytime the purchase is subject to credit approval, it is a finance transaction.

"This is a finance transaction" means you are arranging the financing for the customer.

- Check box A, B, or C.
  - A. "In attached disclosure" means you have completed a retail installment contract or disclosure form disclosing credit terms to the customer. The customer accepts the terms by initialing the retail installment contract or disclosure form. Attach the retail installment contract or disclosure form to the purchase contract. Once both you and the customer sign the purchase contract, you are committed to the credit terms at the time of delivery.
    - "Acceptable to you" means the customer can review the credit terms at the time of delivery and accept or reject the whole vehicle transaction without penalty.
  - B. "This transaction is subject to financing being arranged through creditor of your choice" means, the customer is arranging their own financing and you are aware that such financing is to be obtained.

Enter the date by which the customer must obtain acceptable financing. You must receive written notice by that date, or the contract is void and you may put the vehicle back up for sale.

**Note:** *You must guarantee that a lien is perfected, and you may be responsible for any damages incurred by the department or a secured party for failing to perfect a security interest. To ensure that a security interest is perfected for an out of state resident, you may apply for a Wisconsin "title only" in the name of your buyer showing the lien holder.*

- C. "This is a cash transaction", means the purchase is not subject to credit approval and the balance is due on delivery.

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## INSTALLMENT SALES

If you intend to arrange or provide financing for retail sales, you must be licensed with the Department of Financial Institutions (DFI).

Complete a "Retail Installment Contract" when you sell a vehicle and the payments are spread out over a period of time.

The Retail Installment Contract must include:

- Complete description of the vehicle.
- Cash sales price
- Cash down payment.
- Trade-in allowance and a description of the trade-in.
- Cost of any insurance
- Amount financed.
- Sales and use taxes.
- Amount of finance charges.
- Any other specific charges.
- Total number of payments due.
- Terms of the payment.
- Amount and date of each payment.
- Summary of any insurance coverage

The dealer must give an exact copy of the Retail Installment Sales Contract to the buyer at the time the buyer signs the contract.

**Note:** *You may not perfect a security interest in your name unless you have a finance license with DFI and have written a retail installment contract.*

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## "CREATIVE FINANCING"

It is not acceptable to inflate the selling price of a vehicle in order to increase the trade-in allowance and make it appear that the customer has more equity in the vehicle. This type of "creative financing" can land a dealership in serious trouble. Concerns about this practice include the following:

- Including an over allowance for the trade-in can backfire. If the deal falls through, a dealer would be required to refund the inflated allowance if the trade-in vehicle could not be returned to the customer.
- Inflating the purchase price involves making false statements on the purchase contract, the application for title, and the retail installment contract (if you are arranging the financing).
- Some banks have sued dealers when customers defaulted on their car loans and the banks discovered the resale value of the vehicle wasn't enough to cover the amount owed.
- Defrauding the bank that accepts the loan may be grounds for revoking, suspending or denying a dealer license.

- Advertising may be false and misleading if the dealership is not selling cars at their advertised prices, or if it is selling cars above the used vehicle disclosure label asking price without extra value being added to the car (new tires or stereo, for example).

Of course, it also isn't acceptable to draw up two purchase contracts or two applications for title, one for the customer and DMV showing actual values, and one for financing showing inflated values.

## “ORDER OUT” VEHICLE NOT PRICE PROTECTED (SEE BACK OF CONTRACT)

Use this area only if the price of an order out vehicle is not protected. This section must be completed in order to adjust the price.

Under certain conditions, the law allows the dealer to adjust the contracted purchase price of an order out new vehicle due to changes in the manufacturer's price. Manufacturers do not have consistent practices on price protection. It is important that dealers be aware of each manufacturer's pricing policies.

A dealer may also legally increase the purchase price of an order-out vehicle for the following reasons:

- The dealer added equipment required by state or federal law.
- The U.S. government revalued the U.S. dollar. (Applies for foreign vehicles only).
- State or federal taxes on vehicles increased.

Raising the price of a vehicle after the customer signs the purchase contract and the dealer accepts it, for reasons other than those allowed, is known as **“bushing,”** and is illegal.

Be sure to transfer these amounts to all plies of the contract.

**Box A** *Current model year price known.* Check this box when the order out vehicle is not price protected and the current model year price is known. Box A applies to order outs of the next model year, before prices have been announced. It also applies to order outs during the model year where the manufacturer does not provide price protection.

- Complete the Transaction Computation section as you would for an order-out vehicle.
- Check the box next to "Order-out Vehicle Not Price Protected," and **Box A** on the back of the contract. Agree with the customer if there is to be an adjustment to any increase in the MSRP and fill it in as a

**IT IS FURTHER UNDERSTOOD AND AGREED**  
This Purchase Contract is subject to the following terms and conditions which have been mutually agreed upon.

1. Customer acknowledges and agrees that time is of the essence and agrees to execute any actions and all forms of agreement or documents legally necessary as reasonably required by the dealer to complete the transaction included herein.

2. **CONTINGENT AGREEMENTS.** If this purchase offer is for a vehicle for which the motor vehicle dealer has already executed a purchase contract, this contract shall clearly state that the purchase offer is contingent on the prior executed purchase contract not being completed. Such a contingent purchase offer shall also provide that you may rescind the offer at any time prior to being notified by the dealer that the prior executed purchase contract was not completed and that the contingencies have been removed from your contingent purchase offer. If the purchase contract is rescinded or the prior executed purchase contract completed, any down payment or trade-in shall be returned to you within one business day.

3. **ESTIMATED TRADE-IN LIEN PAYOFF AMOUNTS.** When the dealer for a trade-in vehicle is unknown, the dealer may estimate the payoff in the calculation of vehicle price. Where such an estimate is used, you may rescind this purchase contract if the actual amount needed to pay off the estimated payoff credit secured by the motor vehicle exceeds the dealer's estimate. The actual amount in the itemized calculation of vehicle price is more than 1% payment on the note secured by the trade-in vehicle. The actual difference between the estimated payoff and the actual payoff shall be disclosed in the purchase contract. Your refusal to accept delivery of a vehicle is cause for waiving the payoff difference within 7 days of notification by the dealer. The contract contingencies have been met and disclosed by the dealer. You shall rescind the purchase contract. Adjusting the contract price to reflect an actual loan payoff amount is not bushing if you choose to rescind this contract to reflect the actual payoff.

4. Any increase in price for having accepted an order of purchase or a contract for a vehicle, or prohibited except that (a) a trade-in vehicle may be replaced if a motor vehicle suffered damage, or parts and/or accessories have been removed or replaced, (b) mileage/kilometers exceed a limit as stated on the contract, or (c) as permitted by Trans. 139.05, Wis. Admin. Code.

5. The dealer shall have the right to repossess the motor vehicle to be traded-in and modify accordingly the delivery price of the motor vehicle purchased herein, if the said trade-in vehicle is subsequently damaged or parts and/or accessories have been removed or replaced, or if it exceeds any mileage/kilometer limitation stated on the face of the contract.

6. **TITLE INFORMATION:** This transaction is voidable at the option of the dealer or you if the certificate of title to the trade-in vehicle, or to the purchased vehicle, respectively, contains information, which materially affects the value of such vehicle and which is not disclosed on the face of this contract, and provided that written notice averring such option is mailed or personally delivered to the other party within two business days of the date the appropriate certificate of title has first been made available to dealer or you for inspection.

7. **NOTICE TO CONSUMER REGARDING ELIGIBILITY FOR FINANCING:** If this contract is contingent upon the dealer providing financing as disclosed to you on a separate form (Box A of the financing section) the dealer has 14 days to notify you if they are unable to obtain the financing. If you are not notified that financing is unavailable within 14 days, or if the vehicle is delivered at the disclosed finance terms, the dealer must finance the vehicle according to the disclosed finance terms.

8. If this contract is contingent upon the dealer providing financing acceptable to you (Box B of the financing section) the dealer may at any time prior to delivery provide you with the required financing disclosures. If you accept delivery of the vehicle or accept the proposed financing the contract is enforceable as written. If you fail to respond or reject the disclosures, the contract is rescinded.

9. If this contract is contingent upon you arranging financing you must provide evidence to the dealer that financing has been arranged by the agreed upon date, or delivery, or the contract is rescinded.

10. If this contract is a cash transaction you are bound to the terms of the contract.

11. If you receive late delivery of the vehicle this contract is final.

12. **THE DEALER SHALL NOT BE LIABLE TO THE BUYER FOR ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES ARISING OUT OF THE SALE OR USE OF THE PURCHASED VEHICLE.**

Contact the selling motor vehicle dealer to discuss any questions or problems about your vehicle or this contract. If you are unable to resolve any disputes with the dealer, you may contact:  
Division of Motor Vehicles, Dealer & Agent Partnership Unit  
Wisconsin Department of Transportation  
P.O. Box 7900  
Madison, WI 53707-7900

The Dealer Section licenses motor vehicle dealers and administers the administrative regulations governing consumer protection in vehicle sale transactions, Ch. Trans 139, Wis. Admin. Code.

**Owned Versus Leased Trade-In**

The term "trade-in" refers to an owned or leased vehicle. For the purposes of this document, the value of an owned "trade-in" is the "trade-in allowance". The value of a leased "trade-in" is the "gross allowance".

The sales tax treatment differs depending on whether the "trade-in" is owned or leased.

**Owned Vehicle Trade-In**  
Excerpted from Wisconsin Dept. of Revenue's Publication 202 (2/97) 8.B.1.a.  
"If the sale of a motor vehicle and the (owned) trade-in are one transaction, gross receipts and sales price subject to Wisconsin sales or use tax do not include the amount of the (owned) trade-in. Therefore, if a motor vehicle is traded for a motor vehicle of greater value, the amount subject to tax is only that amount representing the difference between the full purchase price and the amount allowed for the (owned) motor vehicle trade-in."

**Leased Vehicle Trade-In**  
Because the lessee only pays sales/use tax on a leased vehicle as he or she uses that vehicle, the lessee does not get a sales tax credit for the gross allowance, only for the amount of positive leased trade-in allowance. Leased trade-in allowance is determined by subtracting the payoff and any amount refunded to the customer from the gross allowance. Positive leased trade-in allowance reduces the amount subject to sales tax. Negative leased trade-in allowance, or being "upside down", increases the amount subject to sales tax.

**Leased Trade-In Calculation:**  
Gross Allowance - Estimated Lease Payoff = Net Lease Equity  
Negative equity is added to the cash price.

percentage amount. You may put zeros in the blanks. Negotiate with the customer the maximum "final cash price" that the customer will accept and fill it in the blank below Box B.

When the prices on the original order are no longer valid, a new contract should be executed with the following phrase written in the *Other Conditions of Sale* section of the contract - "**This order supersedes order written (date).**" Have the customer initial this statement.

If the customer is unwilling to pay the final cash price, and you won't sell the car at the agreed maximum final cash price, the customer may cancel the order without penalty.

**Note:** *You are required to fill in the trade-in allowance. The trade-in allowance will remain the same on the subsequent order except for reappraisals for damage, removed parts or excess mileage.*

**Box B.** *Price of newly introduced model currently unknown.* Use when writing orders for new models before the prices are announced.

- Do not fill in a price on the line, "Dealer retail Price" on the front of the contract. List the manufacturer's options to be installed, but do not list prices.
- List and price dealer-installed options.
- Enter the negotiated percentage discount or mark-up that will be added to the total of the MSRP and the dealer-installed options. Agree on the maximum "final cash price" the customer will pay and complete the blank below box B.

When using Box B, you will not be able to fill in dollar amounts for "Dealer Markup added" or a discount.

As long as the final cash price does not exceed the maximum cash price the buyer and salesperson agreed upon, it is not necessary, when using box B, to write a new order to supersede the previous one. Just continue to fill in the blanks on the original order.

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## PRICE COMPUTATIONS

USED: Transfer the "price" on the Wisconsin Buyers Guide to this area on the purchase contract.

NEW: Check the appropriate "MSRP" box if applicable.

- Fill in the MSRP. Add the options price to the Base MSRP and enter the "Total MSRP" in Price of Vehicle - a.
- Enter any dealer markup if applicable.

*Dealer installed options*

- Itemize options
- List prices
- Indicate (with a check mark to the left of the option) if it carries a manufacturer's warranty.

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## FEE COMPUTATION

- **Dealer Retail Price** - Enter the total price of the vehicle including the base price, optional equipment and accessories installed prior to delivery, and any dealer mark-up added.
- **Service Fee** – Enter services fee. Service fee must first be displayed on the Wisconsin Buyers Guide or supplemental label posted on the vehicle.

- **Discount** - Enter the dollar amount that reduces the cost of the vehicle to the customer. Any trade-in over-allowance should be entered here.
- **Cash Price** - Dealer retail price plus service fee minus discount.
- **Taxable items purchased with the vehicle.** Enter any taxable items such as service contracts.
- **Owned trade-in allowance** - Enter the actual trade-in allowance. Any over-allowance should be entered as a discount. Showing over-allowance as a discount will prevent you from having to refund an inflated trade-in allowance if the deal is rescinded or if the contract is voided for any other reason.
- **Leased trade in allowance** is determined by subtracting the payoff and any amount refunded to the customer from the gross allowance.
- **Trade Allowance** –*Enter the trade allowance given.*
- **Sales Tax Calculation** – Enter the amount subject to tax, percent of state tax, county and regional tax.
- **Non-Taxable items purchased with the vehicle** – fees entered in this section include fees to appear on MV11, any applicable wheel taxes, vehicle warranty or service contract transfer fees (only if paid by the customer) and any other non-sales taxable charges.
- **Owned vehicle payoff** – Enter the name of the lender and verify the amount due on the trade-in. Enter that figure.
- **Subtotal** - Add the above taxes and fees to the subtotal and enter the amount here.
- **Less cash Down Payment on Order** - Enter the amount paid by the customer as a down payment.
- **MFR's Rebate** - Enter the amount of rebate here and check whether it is "cash back" or "assigned" to the dealer. Be sure to list any special conditions of the manufacturer rebates under "other conditions of sale." Should the dealership forget to indicate any special condition of a rebate, the dealership will be liable to honor the rebate amount.

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## CASH AND CASH EQUIVALENTS

- **Cash down payment on order** – Enter the amount paid by the customer as a down payment.
- **Manufacturer Rebates** – Enter the amount of rebate here and check whether it is “cash back” or “assigned” to the dealer. Be sure to list any special conditions of the manufacturer rebates under “other conditions of sale”. Should the dealership forget to indicate any special condition of a rebate, the dealership will be liable to honor the rebate amount.
- **Additional Cash Due** – If any additional cash down payment is due, enter it here along with the due date.
- **Enter the total cash and rebates.**
- **Due on Delivery or Balance to Finance** - *Enter the final balance to be paid on the vehicle at the time of delivery. If the vehicle is going to be financed, this is the "amount to be financed" transferred to the retail installment contract.*

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## TRADE-IN ODOMETER LIMITATIONS

You have the right to reappraise the trade-in vehicle when the mileage exceeds the amount entered in this section of the purchase contract.

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## BUYER'S REPRESENTATIONS

Have the buyer complete this section explaining any "no" answers. The accuracy of these representations will determine whether you have the right to void a transaction prior to delivery. Provided the representations are accurate, once you have signed the contract, you cannot void it.

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## “FAILURE TO TAKE DELIVERY” PENALTY SECTION

You may charge your customer a penalty of up to 5% of the purchase price if they fail to take delivery of the vehicle after signing the contract. To collect the penalty, you must have written the percentage amount in the penalty section of the contract. If your damages exceed 5% of the purchase price, you may waive the right to charge the penalty, and pursue legal action for actual damages.

**Note:** Recreational vehicle purchase contracts contain different penalties for cancellation:

- If cancellation is initiated within 24 hours after the dealer accepts the offer to purchase, the amount forfeited is 2% of the total cash price of the recreational vehicle.
- If cancellation is initiated more than 24 hours after the dealer accepts the offer to purchase, the amount forfeited is 5% of the total cash price of the recreational vehicle.

Documented proof of notification of cancellation is required regardless of the method of notification.

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## SIGNATURES

Allow the buyer enough time to read the contract before signing. A licensed representative of your dealership and the buyer must sign the contract to make it a binding agreement. Be sure to complete the date and time signed by both parties.

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## PURCHASE CONTRACT ERRORS

Errors on the motor vehicle purchase contract can be costly mistakes for dealers. You should take extra care to ensure that all contracts correctly state the intended purchase price before they are accepted. In most cases, the dealership is required to honor the contract price, even if it means they suffer a substantial loss on the deal. It is wise for the salespersons to have someone (usually a supervisor) double check a purchase contract before the dealership and the customer signs it.

A dealership that discovers an error after the contract is signed may be tempted to change the terms of the contract. Do not try to suggest to the purchaser that the dealership cannot deliver the vehicle. Attempting to charge more than the price stated on the signed contract is known as **bushing** and is illegal. Failure to fulfill the contract terms and bushing are serious violations and are grounds for suspension or revocation of a dealer license.

Willful failure to perform any written agreement with any retail buyer is grounds for suspension or revocation of a dealer license and could result in civil action by the customer. A dealer must deliver the vehicle at the price agreed to in the contract. However, if an error on a contract is a mutual mistake on the part of the salesperson and customer, the contract may be changed if both parties agree. Be sure you and your customer write your initials beside any changes on all copies of the contract.



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## TITLE INFORMATION

When the title to the trade-in or the purchased vehicle contains previously unknown information that materially affects the value of the vehicle, the dealer or the customer may cancel the contract. For example, if the title is received and it is discovered that the mileage is "not actual" or that the vehicle was previously salvaged, the deal may be void.

*Written notice of cancellation must be mailed or personally delivered to the other party within two business days of the date the title was made available. Trade-in titles should be examined promptly upon receipt. Too often, information is not discovered until the trade-in is being sold and the right to cancel the deal is lost.*

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## SALES TAX REFUNDS

In some cases, sales tax refunds raise confusing questions. Although some situations may cause special problems, most cases can be handled easily. You are responsible for refunding sales taxes to your customers. DOR will not make direct refunds to dealership customers.

The following are some examples of situations in which a vehicle purchase is undone, and sales tax is likely to be refunded:

*Dealer takes back vehicle and gives a refund* - The tax refund is calculated on the buyback price, which may be less than the original purchase price. (This price reduction usually happens when a dealer may deduct for mileage or damage to the vehicle.) If the buyback price is equal to the original purchase price, refund all taxes paid.

*Dealer takes back vehicle and replaces with a lesser vehicle* - Complete a new contract for the replacement vehicle showing the buyback vehicle as a trade-in. Calculate the refund on price difference between the two vehicles.

*Manufacturer buys back vehicle under the Lemon Law* - It is the manufacturer's responsibility to refund the amount of sales tax paid by the consumer when the vehicle was originally purchased.

## ELECTRONIC PROCESSING

All licensed motor vehicle dealers are required to process all title/registration applications for their customers. There are two different options for electronic processing. An approved Automated Partnership System Program (APPS) vendor or a free service developed by DMV called eMV PARTNER. Listed below is contact information for APPS vendors and eMV PARTNER.

### **CVR Inc**

Phone: 248-606-5367 or 800-333-6995

### **DealerTrack**

Phone: 860-383-9687 or 800-876-2312 ext. 4999

**T-REG**, electronic processing through Wisconsin Auto and Truck Dealer Association

Phone: 800-236-7672

### **Redi Reg WI**

Phone: 414-393-0000

### **eMV PARTNER**

Visit our website at <https://wisconsin.gov/Pages/dmv/dlr-agents/dlr-ttl-reg/emvpartner.aspx>, or contact our dealer hotline at 608-266-1425.

Dealers using an APPS vendor can offer metal plates to their customers immediately upon delivery of the vehicle. A maximum fee of \$19.50 may be charged for processing through these vendors.

Dealers using eMV PARTNER assign and print a temporary license plate and a printed receipt upon delivery of their vehicle. The title and metal plates are sent directly from DMV. Dealers using eMV PARTNER may not charge the \$19.50 as allowed to dealers using APPS vendors such as, CVR and Dealertrack. For assistance when processing an application electronically using eMV PARTNER, call APU at 608-266-3566.

## MANDATORY DISPLAY AND TEMPORARY PLATES

Automobiles and light trucks (8,000 lbs. and less) are required to display valid registration whenever operating on the roads and highways of Wisconsin. Dealers must provide either a metal license plate or paper temporary license plate before the vehicle purchaser leaves the lot.

Purchasers of other types of vehicles are still permitted to operate in Wisconsin, after submitting an application and fees for registration and before receiving their license plates, as long as they carry their copy of the MV11.

If a vehicle purchaser has no plate to transfer from another vehicle they own, do one of the following:

- Issue a temporary plate expiring in 90 days for Wisconsin Residents and 30 days for out-of-state residents.
- If you participate in the electronic Automated Processing Partnership System (APPS), such as CVR or Dealertrack, immediately issue metal plates.

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### TEMPORARY PLATE FEES

- Temporary registration plate fees are as follows:
  - No Charge (\$0.00) –Issued only to a licensed Wisconsin Motor Vehicle dealer’s customer and only for autos and light trucks registered at 8000lbs or less.
  - \$3.00 Fee – Issued to any combination of vehicle and organization that does not meet the above criteria.

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### ISSUING A TEMPORARY PLATE

- To qualify for a temporary plate, application for title/registration and required fees must have been collected by the processing organization. Process the request for the temporary plate using your APPS system or eMV PARTNER.
- Print the temporary plate on white 8 ½” X 11” paper (letter size)
- Affix the temporary plate inside lower corner of rear window on driver’s side of vehicle. If unable to display the temporary plate due to window size, affix the temporary plate to rear passenger window on the driver’s side.
- If you are unable to meet the above requirements for temporary plate display due to vehicle style limitations, display in a manner as to be visible to Law Enforcement.

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### TEMPORARY PLATES FOR NON-RESIDENT CUSTOMERS

If a non-resident customer is applying for a Wisconsin title to protect a security interest, complete an MV11 form. Collect the proper fees for the temporary plate, write that amount on the license plate fee line, and collect the title and loan filing fees. Process the application electronically through an APPS system or eMV PARTNER.

If a non-resident customer is not applying for a Wisconsin title, issue a 30-day Temporary Plate using your APPS system or eMV PARTNER.

## OFF-PREMISE SALES

Dealers may participate in up to six off-premise sales per year – Wis. Admin. Trans. Code [138.08\(3\)](#). Off-premise sales are sales held away from the dealership's licensed location. The following rules apply to off-premise sales:

- You must notify the WisDOT Dealer Section in writing *at least 10 days* before the start of the sale. You may fax this letter to (608)267-0323 or email to [DealerLicensingUnit@dot.wi.gov](mailto:DealerLicensingUnit@dot.wi.gov). (Wis. Admin. Trans. Code [138.08\(1\)](#)).
- A sale may not be longer than 10 days or it counts as more than one sale. (For example, if you want to have a sale that is 15 days long, you would use up two of your six allowed sales for the year.) (Wis. Admin. Trans. Code [138.08\(2\)](#))
- You must give purchasers written notice of their three-day right to cancel a purchase or lease. (Wis. State Stat. § [423.203](#); Wis. Admin. Trans. Code [138.08\(4\)](#)) For a copy of the required notice, see the WI Department of Financial Institutions website at [www.wdfi.org/wca/business\\_guidance/creditors/federal\\_notice.htm](http://www.wdfi.org/wca/business_guidance/creditors/federal_notice.htm)
- Off-premise sales are prohibited on Sundays, except for persons who observe the Sabbath on Saturday.

## OFF-PREMISE VEHICLE DISPLAYS

Vehicle displays are exempt from off-premise sales restrictions and are allowed on Sundays. For an event to be considered a display not a sale, no salespeople may be present at the display or readily accessible by phone or other device to people who want to ask questions about the vehicles. Greeters, security people, and the owner may be present at the display, but may not respond to consumer questions about the vehicles. Pamphlets, flyers, posters or other advertising may be displayed at the display site. All vehicles should be displayed with their new vehicle window sticker or Wisconsin Buyers Guide for used vehicles.

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## THREE-DAY RIGHT TO CANCEL

The Wisconsin Consumer Act gives your customer the right to cancel certain consumer transactions within three business days. The three-day right to cancel applies when:

- A finance charge is assessed, or a cash transaction exceeds \$25; and
- You initiate a vehicle sale or lease by face-to-face contact away from your dealership, or by mail or telephone directed to the customer, and complete the paperwork away from the dealership. Transactions at fairs and trade shows also trigger the three-day right to cancel.

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## THE THREE-DAY RIGHT TO CANCEL DOES NOT APPLY WHEN:

- You initiate a sale or lease by face-to-face contact away from the dealership or by mail or telephone directed to the customer, but you complete the paperwork at the dealership; or
- The sale is a wholesale transaction.

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**YOU ARE REQUIRED TO GIVE YOUR CUSTOMER TWO COPIES OF THE FOLLOWING NOTICE:**

"You may cancel this agreement by mailing a written notice to (insert name and mailing address of seller) before midnight of the third business day after you signed this agreement. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. A duplicate of this page is provided by the seller for your records."

Cancellation must be in writing. Your customer may send a letter or other writing indicating their intention to cancel. Usually the customer will use one of the two copies of the notice of right to cancel by writing on it "I hereby cancel this contract" and mailing it to you. The notice must be mailed to you by midnight of the third business day following the transaction.

Within ten days of receiving the customer's cancellation notice, you must refund all payments your customer made and cancel the purchase contract. The transaction is void and the customer is not liable for any finance or other charges. Within twenty days you must return any trade-in vehicle. If you delivered the vehicle to your customer, they may keep it until you return the down payment. At that time, your customer must make the vehicle available to you at their residence.

If you do not pick up the vehicle within twenty days after the customer has made it available, the customer is entitled to keep the vehicle without any obligation to pay for it.

For a copy of the required three-day right to cancel notice, see the Wisconsin Department of Financial Institutions website at [www.wdfi.org/wca/business\\_guidance/creditors/federal\\_notice.htm](http://www.wdfi.org/wca/business_guidance/creditors/federal_notice.htm), or use the following sample "Right to Cancel" form.

## "CUSTOMER RIGHT TO CANCEL"

\_\_\_\_\_ (Date of transaction)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel the transaction, the seller will do the following:

Within 10 days of receiving your cancellation notice

- Refund all payments you made.
- Return any paperwork you filled out or signed.
- Cancel any security interest the transaction created.

Within 20 days of receiving your cancellation notice

- Return any vehicle or other property you traded in.
- Pick up the vehicle at your residence if the dealership has already delivered the vehicle to you and has returned your down payment.

If you cancel, you must make the goods you received available to the seller at your residence. The goods must be in substantially as good condition as when you received them. If you wish, you may follow the seller's instructions for shipping the goods back to the seller at the seller's expense and risk.

If you make the goods available to the seller, and the seller does not pick them up within twenty days of the date of your cancellation notice, you may keep or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to:

\_\_\_\_\_ at \_\_\_\_\_

(Name of seller)

(Address of seller's business)

Provide this notice not later than midnight of \_\_\_\_\_

(Date)

I hereby cancel this transaction.

\_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Date)

## CONSIGNMENT SALES

Licensed dealers may sell a vehicle for a private party on consignment. Although the dealer does not own the vehicle, the dealer is authorized to sell it for the titled owner. Consignment sales are prohibited between dealers, and between dealers and wholesalers.

### CONSIGNMENT AGREEMENT

- The laws regulating consignment sales are the same as those for dealer owned vehicle sales including inspection and display of the Wisconsin Buyers Guide. The only difference is that a consignment agreement must be completed and signed by both the dealer and seller before the dealer offers the vehicle for sale.
- The consignment agreement must contain all the following information:
  - Date of consignment.
  - Name of consignor (vehicle owner) and consignee (dealership).
  - Description of the vehicle, including year, make and vehicle identification number (VIN).
  - Description of the vehicle's prior use.
  - Odometer disclosure statement (on separate form MV2488).
  - Terms of the agreement, including duration, agreed upon minimum selling price, disposition of the amount received above the minimum sales price, and the amount of dealer commission.
  - Statement by the owner that the vehicle is clear of liens or stating the amount of any lien balance, and the name of the lien holder.
  - Vehicle owner and dealer's signatures.
- An agreement between the dealer and the vehicle owner that the dealership will hold a photocopy of the front and back of the title for inspection by potential buyers during the period of consignment.
  - The title will not be signed until the vehicle is actually sold. If the vehicle is not sold, the dealership promptly returns the title and the vehicle to the owner.
  - If the title is held by a lienholder, the owner or dealer must work with the lienholder to obtain the required copies. The lienholder can print any title they hold electronically and send the copies to the selling dealer.

### ADDITIONAL REQUIREMENTS FOR CONSIGNMENTS

When offering a consignment vehicle for sale, dealers are required to have an original odometer statement from the seller available for the customer's inspection. While dealers are not required to make the original title available to the customer, they are required to have a photocopy of the title available for the customer's inspection.

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### RECORD KEEPING

Enter a consigned vehicle into the used vehicle logbook when a consignment agreement is signed. Update the logbook at the time of sale or when the vehicle is returned to the owner.

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## **ODOMETER STATEMENT**

When a consigned vehicle is offered for sale, the consignor must give the consigning dealer a completed conforming odometer disclosure statement. Before selling the vehicle, the dealer is required to show the buyer the consignor's odometer disclosure statement. When the vehicle is sold, the consignor must complete the transfer of ownership and the odometer statement on the title.



## CONSIGNMENT SALE CHECKLIST

- Execute a consignment agreement. Wis. Admin. Trans. Code [138.04\(1\)\(b\)](#).
- Enter vehicle into used vehicle log book. Wis. State Stat. § [342.16\(2\)](#) & Wis. State Stat. § [218.0116\(5\)](#); Wis. Admin. Trans. Code [138.04\(1\)\(f\)](#).
- Make photocopy of title available at time of sale. Wis. Admin. Trans. Code [154.12](#).
- Make original odometer statement available at time of sale. Wis. State Stat. § [342.15\(1\)\(bm\)](#); Wis. Admin. Trans. Code [139.04\(7\)](#).
- Inspect vehicle. Wis. Admin. Trans. Code [139.04](#).
- Display Wisconsin Buyers Guide in the vehicle on the left rear window if possible. Wis. Admin. Trans. Code [139.04\(6\)](#).
- Complete a motor vehicle purchase contract with the vehicle purchaser. Wis. Admin. Trans. Code [139.05](#).
- Explain Buyers Guide, have customer sign and date it. Wis. Admin. Trans. Code [139.04\(6\)](#).
- Complete MV11 Application for Title and Registration and submit to DMV within 7 business days. Wis. State Stat. § [342.16](#).
- Enter information for sold consignment vehicle into used vehicle logbook. If not sold, enter that the vehicle was returned to the owner. Wis. State Stat. § [342.16\(2\)](#); Wis. Admin. Trans. Code [138.04\(1\)\(f\)](#).
- Retain all records for five (5) years, even if the vehicle is unsold and returned to the owner. Wis. Admin. Trans. Code [138.04\(3\)](#).

# MOTOR VEHICLE CONSIGNMENT AGREEMENT

Consignment agreement between:

Date of Consignment: \_\_\_\_\_

\_\_\_\_\_  
(Name of Consignor(s) / Owner(s))

\_\_\_\_\_  
(Name of Consignee / Dealership)

\_\_\_\_\_  
(Street Address of Consignor)

\_\_\_\_\_  
(Street Address of Consignee)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Telephone Number)

## Description of Consigned Vehicle:

\_\_\_\_\_  
(Year)

\_\_\_\_\_  
(Make)

\_\_\_\_\_  
(Body Type)

VIN: \_\_\_\_\_

### TERMS OF AGREEMENT:

1. **SELLING PRICE.** The consignee agrees that the selling price of the above described vehicle shall be not be less than \$\_\_\_\_\_.
2. **COMMISSION.** The consignor agrees to pay the consignee a commission of \$\_\_\_\_\_, or \_\_\_\_\_% of the above or actual selling price should the consignor sell the consigned vehicle or the commission shall be as follows: \_\_\_\_\_
3. **DURATION:** The duration of this agreement shall be the date of consignment to\_\_\_\_\_.

NOTE: A new consignment agreement should be executed if consignment is to be continued after this date.

### OTHER TERMS:

1. **WARRANTIES of CONSIGNOR:** The consignor warrants that he/she has title and full power to dispose of the described consigned motor vehicle and that the consigned vehicle is free and clear of all liens except:
2. \_\_\_\_\_ \$\_\_\_\_\_  
\_\_\_\_\_  
(Name and Address of Lien holder) (Outstanding Balance)
3. **APPLICABLE REGULATIONS.** The consignor and the consignee understand that the consigned vehicle is subject to the same regulations of sales as if owned by the consignee.
4. **TRANSFER OF TITLE.** The consignee agrees to execute consigned vehicle within 4 business days of the sale pursuant to this agreement by the consignee.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Consignor (Owner(s))

\_\_\_\_\_  
Consignee (Dealer representative)

## PROTECT YOUR DEALERSHIP FROM ODOMETER FRAUD

The Wisconsin Department of Transportation has made a strong commitment to the investigation, detection, and prosecution of those persons and dealers who tamper with odometer readings. You are subject to criminal and/or regulatory action against your dealer license if the Department determines that you are knowingly selling rolled-back vehicles.

Do not rely only on the odometer statement provided. You have an obligation to make sufficient inquiries and take special efforts to be sure the odometer reading is accurate before certifying that the mileage is actual. In the case of a suspicious vehicle, you should obtain a title history from the state where the vehicle was last registered and contact prior owners to confirm the odometer reading.

Any of the following *could* suggest a problem odometer, and should cause you to look further into a vehicle's history:

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### IRREGULAR DOCUMENTS

- Blank, erased, altered or obscured mileage data on title documents.
- Blank, incomplete, or altered odometer mileage statements issued by prior owners.
- Undated or missing title assignments and reassignments.
- Incomplete odometer statement (i.e., mileage, date, etc.).
- Maintenance stickers, warranties, or other paperwork that may indicate a higher mileage.

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### SUSPICIOUS VEHICLE

- Vehicle age and condition do not fall within the range expected for the odometer reading.
- Speedometer or odometer is not functioning properly. Vehicle has been sold through more than one wholesale auction before retail sale. (Auctions have been used to dispose of tampered vehicles.)
- Parts have been replaced that normally would not be replaced on a low-mileage vehicle.
- Vehicle shows excessive interior wear, particularly in the driver's area.
- Braking system shows excessive wear or replaced parts.

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### SUSPICIOUS SELLER

- Seller or a prior owner is known to have supplied altered vehicles in the past, or to have given inaccurate odometer statements.
- Seller's name does not appear on the title or any assignments.
- Seller refuses to guarantee the mileage.