

Carousel Epistles I
2008 - 2019

These are memos that I have written over the years to all my clients.
I thought that I should package the important and still relevant ones into one place.
This is that place.
The memos are listed newest to oldest.

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11/12/2019 – Idaho sales tax on doc fee

I have been informed by a client that:

IF you are a Washington dealer,
AND you are working with an Idaho customer,
AND you are calculating Idaho sales tax (probably because that customer is being financed or you have an Idaho presence)
THAT Carousel is supposed to calculate sales tax on the doc fee, and we were not doing that.

That modification has now been made to the Deal program.

Note that if you are NOT already calculating sales tax on the vehicle for Idaho (which happens generally because you are not doing bank financing for this client, since banks always want you to grab the sales tax before the customer skips town), that I will not calculate sales tax on the doc fee either.

At least for now.

Maybe I will in the future, but it is a rather complex problem to put into the program.

I believe most of my clients don't do any of this Idaho sales tax stuff, so most of you will not have to worry about it.

October 2019 – WSIADA Chapter Meeting

These meetings are semi annual, where the Executive Director of WSIADA comes over here to let local dealers know what is going on in the business, and the State of Washington.

The first item of business is to find a Chapter President. There have been at least three that I know of, none lasting more than one meeting. I volunteered to do the job, but since I am not a car dealer, I do not qualify. If any of you want to go to Auburn four times a year and write it off, here is your chance.

The first part of the meeting was an open discussion on Wholesale transactions. The main issue seems to be that YOU are required to have the title to a vehicle that you are selling before you can even put a buyer's guide on it. (Yeah, right...) But the Auctions have no such requirement. It appears that a lot of cars being sold in the Auctions are from large dealerships that, since they do not have a time requirement to provide a title, take their sweet time to do so. Discussions happened on just how to make this happen. The best idea from WSIADA's side is – no auction sales without a title. But how do you enforce that? The idea of the State getting involved seemed to horrify most people there, heavens forbid that the govmnt would be here to help you. WSIADA will try to have the auctions voluntarily generate such a rule, but if even one of them does not buy in, none of them will.

There seems to be one exception for this – if the vehicle being sold is from a financial institution, then as soon as the buyer pays for the vehicle, you can sell it, and then you can get not only one but two 45 day temps (since banks have 60 days to present you with the title). Talk to the WSIADA people for more clear information on this.

Most of the meeting dealt with Sales and B&O taxes.

The big change, which went into effect August 1 of this year, is you have to charge sales tax on anything you sell to an out of state customer OTHER THAN VEHICLES. Sell a car, let the customer deal with his DMV for sales tax. Sell a part, you have to charge sales tax. Even if delivered to them.

The idea previously was that the customer was going to pay their state a use tax. (As if...) So now, that customer, at the end of the year, can request the State of Washington to refund the sales tax that Washington collected. There will probably be some conversation between Washington and, say, Idaho, about this.

On the B&O question for out of state buyers, which seems to be a perennial discussion here, WSIADA says that you need three specific types of documents in your Deal Jacket:

- A. For In State Delivery (you pay B&O tax)
 1. In State Buyer certificate
 2. In State Seller certificate
 3. 3 day temp (to get them to the boarder).

B. For Out of State Delivery (you Don't pay B&O tax)

1. Out of State Buyer certificate
2. Out of State Seller certificate
3. Proof that the vehicle was in fact taken out of the state.

A certificate of fact seems to satisfy this requirement.

A picture of the beaming salesman and ecstatic buyer with the shiny vehicle at the state line would be even better.

My impression is that the audit people will look for 3 day temps for any out of state, but in state delivery sales, or politely ask how the vehicle got to the state line without touching the ground. And frown deeply if none such exist.

In the case of Oregon, Washington allows an Oregon buyer to bring an Oregon permit or temp with them, and that gets them to the boarder without being hassled. We are not aware of such an arrangement with Idaho's 30 Day Temp, but WSIADA will be looking into this.

The other major issue that always comes up is – selling to a Native American. We all know that such a sale is exempt from sales tax IF the vehicle is delivered to the Correct Reservation. What I did not know was, if the paperwork is signed ON the reservation, then the Dealer is exempt from B&O tax too. However, if this latter is done, then the buyer loses his 3 day right to kick the car back to the seller, which I personally did not even know such a right existed. (Again, check with WSIADA on this.)

And the subject of Dealer Plates often comes up, and it did here. You should keep a Dealer Plate Log Book (which WSIADA will be happy to sell you), since if you use such plates for significant personal use, you are supposed to pay a use tax. WSIADA recommends that you change cars frequently to get out of this. Or just buy a real plate for your commuter Cadillac. After all, they are only thirty bucks.....

And another new thing – electric and hybrid used vehicles get up to a \$16K (selling price) sales tax exemption. (Check with WSIADA blah blah).

Anyway, I always find these meetings to be very interesting and useful, and you dealers will get some sort of Brownie points for attending. I urge you to try to make the time to attend the next meeting. There will be free food and other goodies (at least for WSIADA members), and you can watch me try not to make a fool of myself. And usually fail.

7/23/2019 -- WSIADA Education Fair

These are once yearly, full day meetings about car dealer stuff. For dealers, it satisfies their education requirements for the year. For me, it is a place to get information. There is another one held on the Wet Side in August. I tried to go to one of these two years ago, but seating was limited, and vendors (moi) got kicked out. Last year I just spaced it.

There were about 50 people there, at least in the afternoon. We had five sets of sessions, which I will describe in this document.

Opening the meeting, and I gathered, perennially opening these meetings, was the head guy from the Dealer's Auto Auction, Bob McConkey. Since I have never been to an auction, I had never met or seen this guy. He was a whole lot younger than I had expected.

He gave a relaxed off the cuff presentation essentially that the world was not ending. Five years ago, the predictions were that by 2020 you could buy a level 5 autonomous car. More importantly, you would not even buy one, but you would rent one when needed, like a taxi, but with no driver. Uber is a big proponent of these things, so they can fire all their drivers. Clearly, 2020 is a bit too early, and even 2030 might be stretching it. So auto dealerships, and more importantly, auto auctions will be needed for the foreseeable future.

He had a phrase I found interesting – *Auctions are really an Escrow service*. A guy has a car to sell, and another person wants to buy a car, and you will find this hard to believe, but these two car dealers don't trust each other. The auction serves as the middle man between buyer and seller. (And of course, takes a cut.)

Another phrase – Leased cars are like Steelhead fish – they go out to sea for three years, and then they come back. 2019 is the peak year for selling leased cars, and he expects their numbers to decrease over the following years.

He thinks Electric cars will be a big hit in big cities, but not so much here in the Inland Northwest. Subscription sales, where you can drive one car this month and another one next month, he thinks will be increasing over the years.

Next up was what I thought would be a very boring presentation on salesmanship, something I am horrible at but as a nerd, really don't want to get much better at either. It turned out to be very interesting. Zach Klempf, of Selly Automotive, was the speaker on Lean Dealerships. He looked young enough to bounce on my knee. Selly Automotive is not a car dealership, but a Customer Resource Management (CRM, eg software) company.

He talked a little about E-Commerce Auto Dealers, those who sell only over the internet. They are losing gazillions of dollars, and he is not sure they will ever be profitable. There are other selling methods starting up also, like subscriptions, which Mr McConkey said earlier. The end

result of that is, dealers will have to expect their profit margins to be squeezed until all this other stuff settles out.

Since he is a self described Millennial, he thinks that a) dealers should start hiring more millennials as salesmen, b) because the next tranche of car buyers will be millennials. This of course scares dealers, because of all the horror stories they have heard about millennials – how they whine all the time, don't want to work, and really don't want to buy a house or a car. He claims this is no longer the case.

To work with these or any customers, you have to

- a) work smarter not harder
- b) measure what matters
- c) minimize uncertainty.

One of the big factors here is to know what your customer wants, feels, and cares about. Learn from your existing customers. Ask every customer who has purchased a vehicle why they ended up on your doorstep. Have salespeople write down every question and objection they hear from potential customers. Analyze to find the most common responses or themes. (And, coincidentally, he just happens to sell a CRM package that helps you do all this.....).

Find your niche, that makes you different from all the others. (I have clients that focus on non English speaking customers, for instance. Or only Buy Here Pay here.)

Measure your metrics, not only on total sales, but on total profit, week to week or month to month.

The last part of the presentation was on CRM in general. Personally, I think such packages are way too complicated and expensive for most of my small dealers. (Full disclosure – I do own stock in Salesforce, a major CRM vendor. Their ticker symbol is, in fact, CRM.) When I started out in 2001, I designed my program to do some of this, although CRM was not yet a TLA (Three Letter Acronym) yet. And I got laughed at. So, other than allowing my dealers to enter potential customers into the database even if they are not buying a car, I did not follow up on all this. He also points out some of the legal issues in using these packages.

For more, contact him at zach@sellyAutomotive.com.

Covera is a product that WSIADA is putting together for its members. They expect to have some Gap and Service Contract products available at better prices than the commercial vendors, which of course has already ticked off some major supporters of WSIADA. However, they are happy to do all kinds of training, at or near your site, on a variety of topics. For more, drop a line to your friendly WSIADA representative.

The afternoon was devoted to a) DOL, b) DOR, and c) booze. I did not stick around for option

C.

The DOL presentations was mostly off the cuff. There were two DOL people present on a dias up front, and our local Dealer Investigator sat (mostly) silently in the back.

Records – they tell you what to keep, not how to keep it.

They talked about Audits --

For tradeins, keep a copy of the payoff check.

Have the titles for your cars in inventory. Quite a discussion was held on the topic that you aint supposed to sell a car if you do not have a title. Some people had a problem with this, since it takes two weeks to get a title from the auction. Pound sand if so.

A typical audit will look at 10 random transactions of sold vehicles.

There should be one consistent date of sale on all documents.

For consignments, there should be a trust account that holds the money, and a written contract.

The paperwork in your dealer jacket should always be in the same sequence (Ha!).

Dealer Violations --

Not having a title at the time of sale.

No highlighting of the signature area on paperwork to be signed – use stickys instead.

This is because highlighting suggests that the customer is told to just sign here and not bother to read all the fine print.

A discussion was held on if a buyer needs a driver's license. The answer is generally yes, except for a few exceptions: military, suspended license, out of state customer. You need to state these exceptions on a Certificate of Fact. Someone who is moving here CANNOT buy a car until they get a Washington license!!!

Consignments – seller must have the title, and the car cannot still be being financed.

Repo -- must give the customer Reasonable Time to pay what is owed. They suggested 10 days. So you are not supposed to hook a vehicle a day after a payment is due. This includes something like a Remote Turnoff device – wait 10 days there too.

Out of State – There was quite a discussion on how to get a car to a customer from out of state, or even to a Native American reservation. A lot of this has to do with B&O tax. WSIADA had said in earlier meetings that there really was no way to physically get a vehicle to an out of state customer without a transport license, or putting it on a truck. However, there is another option – the 3 Day Temp. If the customer buys a 3 day trip permit, then that is considered an out of state sale, and no B&O tax is required. However, the customer must then get a 30 day Idaho permit until he gets his plates. (Confused point for me – in Idaho, people get to keep their plates when a car is sold, so why would they need the 30 day thing???) If a dealer buys a transport plate (for like \$100) then he can drive the car to the state line.

DOR

There is a new dealer guide. See

<https://dor.wa.gov/doing-business/business-types/industry-guides/auto-dealers>

If you are selling to a Native American or Non Washington Resident, you need some documentation that they really do live there, like a utility bill, voter card, insurance card. In ADDITION to that, you need a driver's license, and the buyer's and seller's affidavits.

There is no B&O tax if your dealership is on a reservation, and you are selling to a resident of that reservation. (If you are selling to a Native American, and delivering the vehicle to the correct reservation, there is no sales tax, but there IS B&O tax.)

There IS B&O tax if you are selling to a person who lives in another country, even if you ship it there. (No B&O tax to residents of another state, if you deliver it to that state.) And there IS B&O tax on a person who lives out of state but also has a residence in the state of Washington. And, apparently there is B&O tax on the homeless, even if out of state.....

Sales Tax on Trade-ins must be of like kind to get the sales tax offset. The types are: Motor Vehicles, Trailers, Rvs, Boats, Snowmobiles, Personal Property. Note that Motor Homes appear in Three of these types. A discussion was held as to why, but nobody knew.

Did you know that if you use a dealership's car for personal use, you are supposed to pay a Use Tax on the value of that use? The value for use tax reporting is the average selling price of all used vehicles sold in the preceding year multiplied by 25%. The use tax is, of course, the same rate as the sales tax.

Another interesting factoid – while vehicles sold at the dealership to somebody in another county pays the dealership county sales tax rate, if the dealer should ship the car to, say, Seattle, you then have to pay the destination sales tax rate.

Finance charges (eg interest on buy here pay here) are subject to the service B&O tax.

So, I found it very interesting in a geeky way. The lunch was lousy, there were very few refreshments during the breaks if you do not like coffee, but the breakfast was great. You got to meet other dealers (or in my case, clients). And, I certainly did learn a few things about taxes and whatnot that I will have to ponder on. So, next year, I do recommend that you try to make it to this session. And don't forget, a few times a year, there is a two hour evening WSIADA meeting that I also find interesting.

5/1/2019 -- A Teamviewer Clone for You

Most of you know that Carousel can, with your permission, dial into your systems to help you fix problems (or, sometimes, find our bugs).

Carousel uses something called Teamviewer to do this. It is horribly expensive (\$1200/year list price). But it is worth it for us to do customer support.

Many clients have asked us how they too can use such a product. Teamviewer is (legally) out, because while they do advertise a free version for non business use, their concept of non business use is very restrictive. Essentially, any of our clients that want to use Teamviewer to, say, dial into their systems from home, are violating the Teamviewer license, and Teamviewer is getting much more active in detecting such use and waiving a gnarly finger at such people.

There is another product named LogMeIn that at one time was free for small users, then it was something like \$60/year, and now it is up to \$400/year. Which is out of the range of most of our clients.

There are other solutions, of course.

Some of them require you to fiddle with your router to do something called Port Forwarding. Even Carousel does not want to do that.

One can set up a Virtual Private Network (VPN) that would let you be one place and use Carousel remotely, but you cannot see somebody else's screen if you want to help them.

Microsoft has a product named Remote Assistance, but it appears to be a look only product, not one where you can manipulate a remote computer. And it is quite difficult to set up.

Microsoft has another product named Remote Access, but as with a VPN you are in your own user area, and cannot see the screen of the person you are trying to help.

Having identified so far all the stuff you do NOT want to do, we will now identify something that you actually MIGHT want to use. It is free, and legal for both personal and business use.

That product is something called AeroAdmin, found not surprisingly at AeroAdmin.com, or somewhat surprisingly at 900100.net.

AeroAdmin looks, feels, and works so much like Teamviewer that I do not know why they are not being sued. Just like Teamviewer, when you bring it up, you see a blue beveled box, and an ID. The person who wants to give help (the remote person) gets an ID from the person who needs help (the local person) and things connect. By default there is no password involved, but one can be established. Also one can set things up for unattended access, although I have not tried that. For a few bucks, you can upload and download files, but the basic set of functionality is free.

Getting it is very easy.

Go to the AeroAdmin web site, and you will see a big orange button. Click the button, and you will have the product downloaded, and it will pop up with your ID (which does not change on the same computer). The other person needs to do the same thing. The local person whispers the ID, the remote person enters it into his copy of AeroAdmin, and the local person gets a message asking for permission for the remote person to dial in. If he gives such permission, that is it.

You can create a shortcut on your desktop so that you do not have to do the download again.

While I am not going to switch away from Teamviewer yet, I think that for my typical client that needs to dial into his work computer from home or on a business trip once in a while, that this would be a very good solution to that problem.

Connie was able to do this without my help. She of course is somewhat more computer literate than most of our clients might be, but it will really only take a few minutes for you to try it out yourselves and see if you can get things running. However, we would be very happy to help you set up this software on your computers if you do need such help.

4/17/2019 -- WSIADA Chapter Meeting

As most of you know, WSIADA has semi annual meetings here in Spokane to discuss items of interest to used car dealers. I have been going to these meetings, but not many of my clients do go. So I thought I would try to summarize what went on.

The most recent meeting was April 15.

Their main topic was to push something called Covera, which is an on line training system for training the people in your dealership. It is not free, and there are several levels of training available.

The subject of OFAC came up because of this training. The Office of Foreign Assets Control has a US Treasury database of known or suspected terrorists. For some reason, any time a car is sold, the dealer is supposed to check this database (at <https://sanctionssearch.ofac.treas.gov/>) to see if their customer is on it. It is not at all clear to me just what you are supposed to do with this information. I presume that this is all covered in your annual dealership training sessions.

In previous meetings, the Buyer's Guide has been discussed. The last meeting I went to said that you had to put the Implied Warranty version on your vehicles for sale, but once the sale was concluded, you could give them the As IS version. This all came from the Washington State Attorney General. Well, now they have backed off on this, and you can indeed put the As Is version on the vehicles to be sold. However, you are not supposed to advertise this vehicle as As Is for some reason.

Same thing with the Disclaimer of Warranties form that you should fill out for every sale. Previously, the AG said you had to give the customer something of value to get them to sign this form. Now, that is no longer the case. BUT, you should write on the form "No Warranty is offered for This Vehicle". Again, for some reason not known to mere mortals.

It is recommended that if the Buyer's Guide has the Manufacturer's Warranty box checked, that you should really call that manufacturer to see if it is indeed still under warranty. It could lose its warranty for various reasons, like putting funny equipment on the car, flood damage, etc. If you advertise it as under such warranty, and it is not, you could be left holding the bag.

If you should decide to fix something on the vehicle for free after the sale, you should really fill out an Agreement and Acknowledge of Goodwill Service form. Carousal does not have a scanned version of this form, but we can fill in the WSIADA hard copy form. The main purpose of this form, so far as I can tell, is to prevent customer grumpiness down the road if whatever you did does not completely satisfy them about an issue. You can document that at least you tried, even though you did not have to.

And finally, an issue dear to my heart: it might be possible that the long hated Okidata printers can be eliminated, at least for small dealers. As I indicated in a previous email, WSIADA now has a laser printer ready Odometer form. It is my understanding that Reynolds and Reynolds,

who publishes the LAW contract that almost all banks require, now has a laser printer version of that form too. However, Carousel has yet to find somebody in R&R that will tell us how to get ahold of it. Both Carousel and WSIADA are trying to find out exactly what needs to be done to get this moving. With a hard copy printer no longer needed for these two forms, most of my clients should be able to move to scanned (laser) forms for all their needs. Those few forms that are missing (Goodwill, as mentioned above, Authorization for Payoff, maybe a couple more) Carousel might be interested in generating. The problem for us is, all these forms must be run past a lawyer, and that is a rather huge expense for our little company.

3/28/2019 -- Laser Odometer Forms

TO: My Washington State Clients --

WSIADA now has a version of the Washington Odometer form that can be printed on a laser printer.

For most of my small dealers, this is the only form that they need a hard copy (eg Okidata) printer for. These dealers do not do bank forms, and do not do warranty or gap forms. Almost Every thing else they need is already in laser format by Carousel. Some clients do this by hand, which is perfectly legal. Some have bought an Okidata printer just for this. All my clients already have a laser or inkjet printer available.

The procedure is a little awkward, since Carousel is still not allowed to scan the front of the form. So you have to buy the 1st of the three pages from WSIADA. At the moment, you will not find these forms on their web page. You have to contact WSIADA directly, and sort of like in the old Speakeasy days during Prohibition, knock on the secret door, and when the slider window opens up, whisper that Dennis sent you and you need some Laser Odometer forms. These forms sell at the same price as the hard copy multicopy forms. That form that you bought is put into a laser or ink jet printer, and Carousel will fill in the blanks on that form. Then you can print the other two pages (Dealer and Customer) from a scanned image, after you punch into the popup box the serial number of the original master page that you just printed.

So, let me make that last paragraph a little more clear. Maybe...

- 1) take an original laser version odometer page that WSIADA sold you, and put it in your laser or ink jet printer. (HOW to put it in will be different for different printers. Some printers have a single form feed option. Most of those do not work very well. I have been putting my test forms into the standard paper feeder for my printer.)
- 2) print this purchased Laser page using Carousel form number 60012. That fills in the blanks on the form you just put in, the one that goes to the DOL.
- 3) then print Carousel form number 60022 twice, on plain paper. This will print the background and the foreground on plain paper. The DOL will not itself accept it, but WSIADA says it is OK for the Dealer and Customer forms (the last two in the standard triplet form you have been using up till now.)
- 4) when you print form 60022, it will ask you for the serial number at the bottom of the form you printed in step 1. That serial number will be printed on these two pages in addition to all the standard stuff that has to be there. You only have to enter this number for the first copy. The system will remember the number for the 2nd copy.
- 5) these last two forms, the ones you printed on plain paper, will have the words "DEALER or CUSTOMER COPY" at the bottom. And the serial number you printed will be at

the bottom also.

6) so now you have the three pieces of printed paper -- one is the form you bought from WSIADA, and the other two are the ones that you printed directly on your printer.

So, why, you may ask, did we not just print this stuff using the standard three carbonless sets that WSIADA and DMV have been selling?

Because carbonless paper almost always crumples up when it goes through a laser or ink jet printer.

Why not just make a copy of an original form, and use that?

First, you need valid serial numbers.

Second, if you try to copy an official odometer form, you will see the word "Void" all over the background. (Ahem -- I tried that already...)

What do you do for a tradein?

Use the same procedure, but select Carousel form numbers 60016 (for the original) and 60026 (for the two other pages).

What do you do when a dealer gives you a partially filled out odometer form?

It will probably be on carbonless paper, and so will not reliably be able to be printed on anything but a bang bang printer. Break out your quill pen and inkpot and pretend you are a medieval scribe.

This may all be more trouble than it is worth if you already have an OkiDoki printer and print bank contracts and warranty forms on it. However, if this is the Only form that you print on that printer, you could make your life a little more hassle free by ripping that printer out of your system and life, and just use these forms on the printers that you already have, know, and love. If you have been filling these things out by hand, this process should be much easier and probably neater than your own crappy handwriting.

So, if you want to try this, let me know and I will give a demo. I have a few of these forms (like, most of a package) to demo with.

3/12/2019 -- Comcast

If you do not have Comcast as your Internet Service Provider, or if you do not have a network (eg more than one computer) at your location, you can skip the rest of this epistle.

If you do have both of these things, you need to be aware of something Comcast will be doing over the next months or years.

At the moment, if you have Comcast service, they have provided a black box which is both a Modem (connects to the World Wide Web) and a router (connects to the computers in your office). Routers can have different, lets call them Channels (real name is subnet) that they use, and Comcast uses Channel 10.

This router, the black box, is both a wireless (wifi) and a wired (ethernet cables) capable device. You can connect some of your computers by wires, and some of your computers by wifi, and they all work together. Because they all use the same Channel.

What Comcast is doing, is in order to provide you, their customer, with backup in case the internet to your office goes down, they are going to provide you with a cell phone backup. This device, separate from the black box you already have, they call a Cradle. It appears to be a router, but this one communicates on Channel 192.

It is my understanding that if they offer you a Cradle, it is an offer you really cannot refuse. You can skip it, but then Comcast will raise your rates to about double of what you are paying now.

Unless you have equipment costing thousands of dollars, different Channels cannot communicate with each other.

It appears that the Cradle does not support wifi. So, if you have some computers that are hard wired to the cradle, and some computers that are wifi, they will not talk to each other. If all you do is surf the internet, then you will not really see any difference. But in Carousel's case, where we have a central database server, and one or more workstations that connect to that server, if they are not all on the same Channel, the ones not on the same Channel as the server will not be able to communicate with the server.

So, what to do about all this? You have a few choices:

- 1) Ditch the Comcast modem and cradle, and buy your own modem. They cost about \$100, and you should get your money back in a year or so by not renting theirs.
- 2) Go all wireless, which bypasses the cradle. (Not my favorite idea.)
- 3) Put in a network switch (about \$20) in front of the Comcast modem to connect all your wired ethernet cables. This will also bypass the cradle.

If you are going to have to do any of this stuff, it would be best to work with your IT guy. If you do not have one on call (or a ten year old kid available), Mario Diaz (509 499-4937), who does work for Carousel when needed, would be happy to help you (for a price) decide what to do.

4/19/2018 -- WSIADA meeting

Those of you that belong to the WSIADA organization know that WSIADA has been having quarterly meetings here in Spokane for the last few years. Last night was when the latest meeting occurred.

Dave Henderson, one of the local Dealer Investigators (DI), was the featured speaker. He started off by talking about his background, and then how he sees his job as not shutting down every car dealership in town, but if a problem comes up, he would rather talk to the dealership informally, and only if there is some pushback from the dealership, start using the tools (eg hammers) he has available to resolve the issue.

He also (along with Todd, the WSIADA executive director) talked about some new rules and things in Washington.

1) For me, the most startling was: if you sell a car to a California resident, you can no longer do a sales tax offset for a trade in. This is a California law, not a Washington one, but California residents have to follow California laws. I will be implementing a fix to my programs for this issue shortly.

2) The subject of paperwork came up, since that seems to be where he spends a huge amount of his time.

The biggest issue with paperwork, is missing signatures FROM THE DEALERSHIP, and missing dates. He suggests that even if a form does not have a place for a date, write one in. That could solve some problems down the road.

3) Make sure the date of delivery on those forms that need it is there correctly, because several clocks start ticking on this date. specifically, when a trade in has to be paid off (2 days) and something about bushing laws (4 days).

4) Up till now, all paperwork for a deal must be stored at the dealership for 3 years, and in some sort of storage for 7 years. Now, all this paperwork can be saved electronically and the physical paperwork can be moved to storage. I have software that will let you scan all your paperwork (with an appropriate scanner) and save it on your server, and more importantly, recover this paperwork with just a couple of clicks.

5) Most state forms, including the odometer form, will disappear over the next few years, and it will all be done on line. Note that the Dealer Temp is already done on line, and that I have software that will fill in the blanks for you. I do not know if things like bank contracts and service forms will also become electronic. Some already are, like CUDDL.

6) Here is a major change that will cost Carousel some big bucks: if you had a wholesale license in 2012, and if you are being forced to convert to a retail license, you no longer have to convert. Wholesale licenses that existed from 2012 and earlier are now grandfathered permanently.

7) There have been very few Dealer Audits by the DI over the last few years because of the new computer systems that the state has put in (Dave said at a cost of several hundred million bucks). Those audits will now restart, and you should expect to see a DI visit you every three years or so. (He happened to mention that if you are using Carousel's software, that the audits will generally be very short and sweet.)

8) WSIADA has been investing heavily in their on line systems. They are adding a bunch of mobile apps, and expanding the functions available on their web site. At some time in the future, the Front Row newsletter will be sent electronically. In the near future they will offer a service where dealers can put their inventory on line with WSIADA so that other dealers can contact that dealership directly if they see a car they like. By passing the auctions....

It was a very well attended and interesting meeting. For those of you who are members and do not go to these things, I think you are missing some good stuff. For those of you who are not members, you might want to think about the benefits of joining. Carousel Software is Vendor Member.

3/21/2018 – Washington Title App

Those of you that subscribe to and read the WSIADA Front Row magazine will know this. But for the rest of you, there are two issues that have cropped up recently.

1) if you still use a Washington Title Application, and if you have to modify something on it after everything is signed, you will have to also generate a Certificate of Fact attesting to the modification.

Please note that my form 60088 will generate a Certificate of Fact where you can fill in up to 8 lines of information. It is a scanned form.

I am honestly not sure why anybody would be needing the Title App in this day and age anyway, since the License Express system accomplishes essentially the same thing.

See page 5 of the March/April Front Row for more information.

2) Here is the really interesting news, found starting on page 15 of the above mentioned newsletter.

it deals with selling a car to somebody in the military (or their dependents).

A) the military created a new rule that says you cannot sell a GAP insurance plan to anybody in the military.

B) the state of Washington says you have to treat all customers equally.

The implication of the article thus is: car dealers cannot sell GAP insurance to -- wait for it -- ANYBODY!!!

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To see all the whereasis and heretofors on these issues, please review your (or your best friend's) copy of this newsletter. Please do not call me and shout at the messenger. If you want to grump at somebody, or just ask questions nicely, I am sure that Todd Elliott, Executive Director of WSIADA, would be happy to talk to you. If you paid your five hundred buck membership, anyway.

1/3/2018 The Used Car Rule from the FTC

For the best version of this, please see

<https://www.ftc.gov/tips-advice/business-center/guidance/answering-dealers-questions-about-revised-used-car-rule>

The Used Car Rule requires auto dealers to display on used cars a window sticker called a Buyers Guide with important information for consumers. The FTC revised the Used Car Rule in 2016. Here are answers to questions we've heard about complying with the revised Rule.

Enforced by the Federal Trade Commission, the Used Motor Vehicle Trade Regulation Rule – most people call it the Used Car Rule – requires dealers to display on used cars a window sticker called a Buyers Guide that contains warranty and other information. The Used Car Rule has been in place since 1985. After asking for public comment, the FTC announced amendments to the Used Car Rule in November 2016.

THE REVISED USED CAR RULE: THE BASICS

What changes to the Used Car Rule and the Buyers Guide does our dealership need to know about?

The 2016 amendments don't change the essential requirements of the Used Car Rule. The changes include certain revisions to the Buyers Guide to give consumers more information and to make it easier for dealers to disclose manufacturer and thirdparty warranties. Here is a summary of what's new:

The revised Buyers Guide recommends that consumers get a vehicle history report before buying a used car and sends them to ftc.gov/usedcars for more information on how to get one.

The revised Buyers Guide directs consumers that before buying a car, they should visit safecar.gov to check for safety recalls.

There's a new description in the revised Buyers Guide of an "As Is" sale to clarify that "As Is" refers only to whether the vehicle is offered with a warranty from the dealer.

The revised Buyers Guide adds boxes dealers can check to indicate whether a vehicle is covered by a third-party warranty and whether a service contract may be available.

The revised Buyers Guide adds a box dealers can check to indicate that an unexpired manufacturer's warranty applies.

The new English-language version of the Buyers Guide adds a statement in Spanish advising Spanish-speaking consumers to ask for the Buyers Guide in Spanish if the dealer is conducting the sale in Spanish.

On the back of the revised Buyers Guide, air bags and catalytic converters have been added to the

list of major defects that may occur in used vehicles.

When do we have to start using the new Buyers Guide?

The amended Rule includes a grace period that permits dealers to use their remaining stock of Buyers Guides for up to one year after the January 28, 2017, effective date of the amended Rule. That means that you must use the new Buyers Guide by January 28, 2018. After that date, it's illegal to use the old version.

Is the language, font, and format of the Buyers Guide mandatory or can we make changes to it?

Don't alter the Buyers Guide. You must comply exactly with the standardized wording, font, and format required by the Rule, although you may expand the SYSTEMS COVERED/DURATION section to include necessary information by, for example, printing the Buyers Guide on larger paper. (More about that below.) You may use other separate window stickers to disclose truthful nondeceptive information as long as that information doesn't conflict with the Buyers Guide.

WARRANTIES

In the DEALER WARRANTY portion of the form, how specific do we need to be in describing the SYSTEMS COVERED? Can we disclose different coverages and durations for different systems on the Buyers Guide?

In the SYSTEMS COVERED portion, use the phrases listed on the back of the Buyers Guide. It's also OK to say "All systems listed on the back of the Buyers Guide" or "All systems listed on the back of the Buyers Guide except . . ." and then list the systems from the back of the Buyers Guide that you don't cover. Dealers aren't permitted to use shorthand terms like "power train" or "drive train" to identify the systems covered. And dealers can't fulfill their obligation to list the systems covered by referring to a separate warranty document. If your dealership offers different warranties for different systems or if the duration of the warranty is different for different systems, list each system and the duration of the corresponding warranty coverage.

You may increase the size of the Buyers Guide or space in the SYSTEMS COVERED/DURATION section to accommodate the disclosures. According to the Used Car Rule, the Buyers Guide must be printed on white paper no smaller than 7¼ by 11 inches, but the Buyers Guide can be bigger than that.

Using the new Buyers Guide, how do we disclose manufacturer and third party warranties?

You must disclose on the Buyers Guide whether you offer a warranty and, if you do, the basic terms of that warranty, including the systems covered and the duration of coverage. You don't have to disclose on the Buyers Guide any warranties that are the responsibility of third parties – for example, a manufacturer's warranty or a warranty provided by a third-party warranty company. But you may have an obligation under federal warranty law to disclose the existence of third-party warranties in some other way. (For more information, consult the FTC's Pre-Sale

Availability Rule and the brochure Businessperson's Guide to Federal Warranty Law.) The revised Buyers Guide provides additional boxes you can check if you choose to disclose third-party warranties.

Under the "Non-Dealer Warranties" section of the form, may we check more than one box if more than one applies to a used vehicle?

Yes.

The manufacturer has asked us to include details about their used vehicle warranty in the SYSTEMS COVERED/DURATION section of the Buyers Guide. Is that OK?

This section of the Buyers Guide is intended for dealer warranty information only. The SYSTEMS COVERED/DURATION section is designed for you – the dealer – to disclose details about the coverage you offer, not about the coverage from third parties like the manufacturer. To tell consumers if a manufacturer's warranty applies, the revised Buyers Guide provides boxes where you may check MANUFACTURER'S WARRANTY STILL APPLIES or MANUFACTURER'S USED CAR WARRANTY APPLIES. By checking these boxes, you are also drawing your customers' attention to the statement that appears on the Buyers Guide below the boxes, which directs customers to ask you for a "copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations." If you wish to disclose details about manufacturer warranty coverage, you may do that in the SYSTEMS COVERED/DURATION section as long as you clearly disclose that the warranty coverage is from the manufacturer, and not from you, the dealer.

Which box should we check for "certified" vehicles we sell with a manufacturer's warranty as part of the purchase price?

If the warranty simply extends the original new vehicle warranty, check MANUFACTURER'S WARRANTY STILL APPLIES. That box signals to the consumer that the kind of bumper-to-bumper warranty typically offered on a new vehicle applies to the vehicle. If the certified warranty is a manufacturer's used car warranty different from an extension of the original warranty, check MANUFACTURER'S USED VEHICLE WARRANTY APPLIES. If some components are warranted by the manufacturer with an extension of the original new car warranty and some are warranted with a used vehicle warranty different from the original new car warranty, check both boxes.

We sell many manufacturer "certified" used vehicles. Some are covered under the original manufacturer's warranty, some are covered by the certified warranty, and some are covered by both. To streamline our process for displaying Buyers Guides, can we just check the MANUFACTURER'S USED VEHICLE WARRANTY APPLIES box on all of our manufacturer-certified vehicles, rather than also checking the MANUFACTURER'S WARRANTY STILL APPLIES box on applicable vehicles?

Yes. Checking the MANUFACTURER'S USED VEHICLE WARRANTY APPLIES box will

signal to the consumer that warranty coverage is provided by the manufacturer. Dealers are permitted, but not required, to disclose on the Buyers Guide that a manufacturer's warranty is provided.

We sell "certified" used cars with a warranty provided by a third-party company. We pay the third-party company, so it's offered at no additional charge to the consumers. Is this a Dealer Warranty that we should disclose at the top of the form? Or should we check the NO DEALER WARRANTY box and the OTHER USED VEHICLE WARRANTY APPLIES box?

Check both the NO DEALER WARRANTY box to indicate that as the dealer you're not offering a warranty and check the OTHER USED VEHICLE WARRANTY box to indicate that a warranty is provided by a third party.

In addition to checking the box, may we give details on the Buyers Guide about the manufacturer's warranty coverage?

Yes. Although you aren't required to provide details about the manufacturer's warranty coverage on the Buyers Guide, you may provide details about that coverage in the SYSTEMS COVERED/DURATION section as long as you clearly disclose that the coverage is from the manufacturer.

May we disclaim additional warranty coverage?

Yes, you may disclaim additional coverage by continuing to use the disclaimer provided in the 1988 Staff Compliance Guidelines if you offer no warranty coverage in addition to the manufacturer's warranty coverage. You may write the following disclaimer in the SYSTEMS COVERED/DURATION section:

The dealership itself assumes no responsibility for any repairs, regardless of any oral statements about the vehicle. All warranty coverage comes from the unexpired manufacturer's warranty (or from the manufacturer's used car warranty, if applicable).

SERVICE CONTRACTS

What's the difference between a warranty and a service contract?

The Used Car Rule defines a service contract as "a contract in writing for any period of time or any specific mileage to refund, repair, replace, or maintain a used vehicle and provided at an extra charge beyond the price of the used vehicle." By contrast, a warranty is provided as part of the sales price and forms part of the basis of the bargain between the supplier of a consumer product and the purchaser.

How do we disclose service contract coverage?

If you're in a state that regulates service contracts as the business of insurance, you continue to

have the three options set forth in the 1988 Staff Compliance Guidelines: 1) You may check the SERVICE CONTRACT box if you offer to sell service contracts; 2) You may cross out the box; or 3) You may delete the box entirely before printing.

In the SERVICE CONTRACT section of the Buyers Guide, it says “If you buy a service contract within 90 days of your purchase of this vehicle, implied warranties under your state’s laws may give you additional rights.” What does that statement mean?

Under federal warranty law, it’s illegal for a company that provides a written warranty or enters into a service contract with a consumer at the time of sale (or for the next ninety days) to disclaim implied warranties on the systems covered by the warranty or service contract. Implied warranties arise by operation of state law. Here are two common examples:

- 1) The implied warranty of merchantability. That's an implied warranty that goods will do what they are supposed to do and don't have anything significantly wrong with them.
- 2) The implied warranty of fitness for a particular purpose. that arises when a customer buys a product for a particular purpose and relies on a seller's expertise.

How do we know if our dealership is covered by implied warranties?

Again, it’s a question of state law, so the answer will depend on where your dealership is located. If you don’t enter into a service contract with the customer or if you’re just acting as the selling agency for the service contract provider – and if you don’t provide a written warranty – in some states you may be allowed to disclaim implied warranties. In addition, whether the third-party service contract provider may have obligations because of implied warranties is a question of state law. To determine what implied warranties may arise or what rights those warranties may convey, consult an attorney familiar with the laws of your state.

What if we offer “free oil changes for life” or some other maintenance service at no additional cost with a used car we sell. Is that a Dealer Warranty or a Service Contract we should disclose on the Buyers Guide?

No. It’s not a warranty, so don’t check the DEALER WARRANTY box or disclose agreements like this as warranties on the Buyers Guide. Don’t check the SERVICE CONTRACT box either because that box refers only to service contracts that are offered for “an extra charge.” (Of course, if you offer buyers free oil changes for life or other services, those are promises you have to honor.)

State law and the buyers guide

Whether you are permitted to sell a used vehicle “As Is” (in other words, without any warranty, including implied warranties) is governed by state law. States that permit “As Is” sales also have laws that govern how to make an effective “As Is” sale and the disclosures required for an “As Is” sale.

Our state prohibits dealers from disclaiming implied warranties for a certain number of days or a certain number of miles after the sale. Which Buyers Guide should we use?

The IMPLIED WARRANTIES ONLY Buyers Guide should be used in states like yours that limit or prohibit the sale of used vehicles “As Is.” If a state permits “As Is” sales, but you choose to offer vehicles with implied warranties only, you also may use the IMPLIED WARRANTIES ONLY Buyers Guide. If the state allows the “As Is” sale of some, but not all, used cars, you may use the “As Is” Buyers Guide on vehicles for which the state permits “As Is” sales.

Our state requires us to offer minimum warranty coverage on most used cars that we sell, but the SYSTEMS COVERED/DURATION section doesn’t give us enough space to list all the systems covered and duration.

How do we accommodate our State’s requirements?

All Buyers Guides must comply exactly with the standardized wording, type style, and format required by the Rule. However, it’s OK to expand the SYSTEMS COVERED/DURATION section to include necessary information by, for example, printing the Buyers Guide on larger paper.

NEGOTIATING SALES WITH TERMS DIFFERENT FROM THE BUYERS GUIDE

Sometimes consumers ask if they can buy a used car without a warranty at a lower price even though the dealer disclosed a warranty on the Buyers Guide. Is that legal? If the warranty can be negotiated away, is it still a warranty or would that make it a service contract?

You may negotiate final terms different from what you disclosed on the original Buyers Guide. For example, you may initially offer a vehicle for sale with a warranty and ultimately negotiate a sale without a warranty. The fact that the final sales terms differ from the terms you initially offered doesn’t convert your original offer into an offer to sell a vehicle with a service contract. However, the final Buyers Guide provided to the consumer must reflect the final terms of the sale.

How do we make sure that the Buyers Guide reflects any negotiated changes?

You should either: 1) Create a new Buyers Guide to reflect the actual warranty terms agreed to in the final sale; or 2) Cross out the Buyers Guide statement that indicates that the vehicle was offered with a warranty and check the appropriate box on the Buyers Guide originally displayed on the vehicle to indicate whether the final sale is “As Is” or with Implied Warranties Only. The final Buyers Guide must reflect the final terms of the sale because the Buyers Guide overrides contrary provisions in the contract of sale. For examples of how to change the Buyers Guide to reflect the final terms of sale, see the 1988 Staff Compliance Guidelines.

Based on the mileage and model year, we think the manufacturer’s warranty (or at least a portion of it) still applies to a used car we have for sale, but we’re not certain. Can we change the Buyers

Guide to say that the “manufacturer’s original warranty may not have expired on some components of the vehicle” (or something similar)? If not, do we still have to check the MANUFACTURER’S WARRANTY STILL APPLIES box?

Don’t check the MANUFACTURER’S WARRANTY STILL APPLIES box if you’re uncertain. If the mileage and age of the vehicle lead you to think that the manufacturer’s original warranty might still apply but you’re uncertain, you can explain that to the customer and direct the customer’s attention to the manufacturer’s warranty booklet or other information. You are permitted, but not required, to disclose a manufacturer’s warranty on the Buyers Guide. You’re not permitted to alter the preprinted portions of the Buyers Guide.

Our dealership offers a dealer warranty that covers only certain systems on the vehicle. After we list those under COVERED SYSTEMS, we want to disclaim all warranties on other systems that aren’t covered. Is there a way to do that on the Buyers Guide? If not, can we do it in the sales contract, or should it only be in the warranty document itself?

Check the DEALER WARRANTY box and then indicate different warranty coverage for different systems in the SYSTEMS COVERED/DURATION section of the Buyers Guide. To do so, indicate whether the warranty is full or limited by checking the appropriate box, and indicate the percentage of labor and parts that the dealer will pay. Below that, in the SYSTEMS COVERED/DURATION section, identify the systems covered and the duration of coverage for each covered system. Beneath that, you may indicate that you disclaim all warranties, express or implied, on other systems or parts of the vehicle. You will still have to describe the warranty, the systems covered, and duration in a separate warranty document. You also can make these disclosures in the sales contract, but the Buyers Guide overrides contrary provisions in the contract of sale.

OTHER ISSUES

The revised Buyers Guide doesn’t have a space at the top for a stock number, but the old form did. Can we include a stock number on the form we use?

Yes. Write or type it in at the top of the form or in the space to the right of WARRANTIES FOR THIS VEHICLE. You also may put a bar code on the Buyers Guide if your dealership uses bar codes to keep track of its vehicles and Buyers Guides.

Can we list “Used Car Manager” (or a similar job title) on the back of the form, where it says FOR COMPLAINTS AFTER SALE, CONTACT or do we have to list a specific person?

The Rule requires dealers to list the name and telephone number of the person to contact for complaints. Dealers may also include the job title, such as Used Car Manager, and telephone number sufficient to identify the person to contact for complaints in case the named individual leaves the dealership.

Is the Buyers Guide sufficient to comply with the FTC’s Warranty Disclosure Rule (also known

as the Disclosure of Written Consumer Product Warranty Terms and Conditions)?

No. If you offer a written warranty, the Buyers Guide can't serve as your warranty. The warranty and related disclosures must be a separate document from the Buyers Guide. Consult the FTC's Warranty Disclosure Rule for more information.

Where can we learn more about complying with the Used Car Rule?

Read the Dealer's Guide to the Used Car Rule, available on the FTC's Business Center. The FTC also has a special portal for auto dealers that includes rules and laws, Buyers Guides in English and Spanish (including fillable versions and ones with format notes), recent law enforcement actions, relevant blog posts, and other resources for industry members.

Other FTC Documents you might want to take note of:

Dot Com Disclosures: How to Make Effective Disclosures in Digital Advertising

<https://www.ftc.gov/tips-advice/business-center/guidance/com-disclosures-how-make-effective-disclosures-digital>

Whether advertising in print, on radio or TV, or on the Internet, it's important to disclose the details of the deal up front. This publication offers practical tips on how to make effective disclosures online.

16 CFR Part 455 Trade Regulation Rule; Sale of Used Motor Vehicles

<https://www.ftc.gov/tips-advice/business-center/guidance/16-cfr-part-455-trade-regulation-rule-sale-used-motor-vehicles>

The staff of the Federal Trade Commission publishes its staff compliance guidelines for the Used Car Rule to provide assistance to industry members. The views expressed in the guidelines are those of the staff only. They have not been approved or adopted by the Commission and are not binding on the Commission. However, the guidelines will serve as enforcement criteria for the staff in assessing compliance with the trade regulation rule.

Advertising FAQ's: A Guide for Small Business

<https://www.ftc.gov/tips-advice/business-center/guidance/advertising-faqs-guide-small-business>

Focusing on federal truth-in-advertising standards, this A-to-Z primer is an essential resource for businesses of any size.

Complying with the Credit Practices Rule

<https://www.ftc.gov/tips-advice/business-center/guidance/complying-credit-practices-rule>

If your company is a creditor subject to FTC jurisdiction, the Credit Practices Rules applies to you. Read this guide to find out what the Rule requires and what transactions are covered.

Who Must Comply

This Rule applies to all creditors subject to the jurisdiction of the Federal Trade Commission. It includes all finance companies, retailers (such as auto dealers and furniture and department stores), and credit unions that offer consumer credit contracts. Similar rules have been passed by the Federal Reserve Board and the Federal Home Loan Bank Board for banks, savings and loan associations, and other institutions under their jurisdiction.

FTC's Privacy Rule and Auto Dealers: FAQs

<https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-privacy-rule-auto-dealers-faqs>

Auto dealers that extend credit, arrange financing or leasing, or give financial advice must notify

customers about the information they collect, who they share it with, and how they protect it. Are you following the rules of the road?

Small Business Computer Security Basics

<https://www.ftc.gov/tips-advice/business-center/guidance/small-business-computer-security-basics>

If you're running a small business with only a few employees, you've learned about a lot of things – accounting, marketing, HR, you name it. And you probably depend on technology, even if it's only a computer and a phone. You can't afford to get thrown off-track by a hacker or scammer.

Start wiecurity: A Guide for Business

<https://www.ftc.gov/tips-advice/business-center/guidance/start-security-guide-business>

Ten practical lessons businesses can learn from the FTC's 50+ data security settlements.

11/6/2016 – WSIADA meeting

For those of you that do not know, WSIADA is the Washington State independent Auto Dealers Association.

It is essentially a lobbying group for the used car dealers, and provides educational services like classes and these meetings.

These meetings (and the classes for that matter) have not been held in Spokane for most of the time I have been in business, which is 2001. I have been to two of these meetings since they allowed me to come back into the fold. (I was a member from 2001 to about 2012, got booted out, and then got back in this year.)

Anyway, I would like to report on a couple of items discussed at this meeting.

1) implied warranty, Buyer's guide, and your liability protection.

Essentially, even if you fill out the Buyer's Guide, an Implied Warranty statement, a Disclaimer of Warranties, print on your purchase order that you do not warrant your vehicle, provide your clients with a Due Bill (or We Owe) stating that, --- they aint worth the paper that they are printed on. Todd, the current executive director of WSIADA, has had a lot of discussions with the State Attorney General, with WSIADA's own lawyers, and the problem is two fold. First, the State of Washington consumer protection stuff insists that any vehicle that you sell be Fit for Use, Merchantable, and Safe. There are a few other things in there too, but I could not write fast enough. So that if the engine falls out a mile down the road after your customer has bought the car, you are stuck to deal with this. I had always heard that as soon as the vehicle hits the hiway, you the dealer is free of liability as long as all these forms were signed. Not true.

You CAN get off the hook, to some degree, by having the client sign an Implied Warranty document BUT!!!! you have to give the customer something in return for this waiver, AND it has to be identified in HANDWRITING on the document. The courts are looking askance at having a client just sign a bunch of preprinted stuff that they probably do not understand. What you give up is a function of how expensive the vehicle is. You gotta give up more to get this waiver signed for a \$20K car than a \$3K car. Todd suggested \$250 for the more expensive one, and an Oil Change for the cheap one.

There are no specifics, except that Washington State does create a warranty of some sort even if you think not, and how much it would cost to get out of it is subject to some discretion. But even with this, you still cannot get out of a major breakdown soon after the sale.

If your car is new enough that it still has a manufacturer's warranty in effect, you can sell the car "with the balance of the OEM warranty, IF ANY". So in this case, the car does come with a warranty, but it is from Ford or whoever.

IF you decide to fix something for a customer, be sure to fill out a Goodwill form. I never knew what the things were for, but apparently once you do fix something and fill out this form, and have your customer sign it, you are kinda off the hook for future issues.

2) If you speak Spanish to your customers, you MUST have a Spanish language buyer's guide in all of your cars. While the local Dealer Inspectors have told some of my dealers that it is OK as long as you have one in your office, this is a Federal, not a State issue, and the Feds do not have to abide by what some local DI has told you. The fine for being caught is \$16,000 PER CAR on your lot without this form in the car. Same thing if you do not have an English language form in the car also. It must be visible in a window somewhere, and not in a glove compartment or the trunk.

3) Recalls.

A Dealer CAN sell a recalled car. UNLESS it is a DO NOT DRIVE recall. In that case, you have to get the car fixed before selling it, even if the parts are not available. But, even if it is legal to sell such a vehicle, you are still at risk if you know it is subject to a recall and do not disclose it. You can find out what cars have recalls by going on vinrel.safercar.gov/vin, or safercar.com. If these web sites state that there are no recalls on this car, get a copy of it and put it in you deal jacket. If later there is one, at least you have some printed backup that you had no knowledge.

4) Dealer Plates

There was quite a discussion on dealer plates, where they can be used, and by whom. First, everybody driving a car with a dealer plate needs to have a Blue Card, identifying that you are a legitimate driver for these plates. Second, you may NOT use the plates for commercial purposes. An example is a pickup that you are using to haul stuff around. Third, you cannot take such a car out of state, or really very far from your dealership (like to Seattle if your dealership is in Spokane). The state patrol guys have apparently been quite active in pulling people over for what they think is illegal use of these plates, even if it was a legal use. WSIADA and the State AG and the head of the state patrol will be creating a training session for all state police on this subject.

5) And finally, out of state sales.

There are only two ways that you can deliver a car out of state (so that you save on the B&O tax).

- 1) Use a transport company
- 2) buy a 3 day temp for \$35.

You may NOT use your dealer plates to deliver a car (anywhere), because once the paperwork is signed in your office, the car now belongs to the customer, and it would be illegal to hang a dealer plate on a customer's car.

There was some discussion about driving the vehicle to the out of state location and THEN doing the paperwork and signing, but it appears that it might be illegal to DO paperwork out of state. I am unclear about that because, after all, i am not and have never been a car dealer. And there is the problem if getting the car over the state line, since you can't use your dealer plates. Maybe you could push it.

At any rate, generally the B&O tax is more than \$25, so you might as well just pop for a 3 day temp. You CANNOT use a 45 day Dealer Temp unless you want to be on the hook for the sales tax as well.

One other thing about that is, if the paperwork is done In state, the customer owns the car forever. If the paperwork is done OUT of state, he has, probably by some federal law or something, a 3 day giveback option, where he can return the vehicle for any reason.

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So, anyway, this was an interesting meeting, and I encourage all of you to join up with WSIADA and go to the future meetings. They are supposed to be held about once a quarter. Note that I am not and have never been a car dealer, or lawyer, so all of the stuff I have laid out above was my understanding about what was said while I was taking notes, but I may have misinterpreted something, or maybe just did not understand the finer points of stuff that all dealers are supposed to know. So, if you have any questions about this stuff, I suggest that you contact WSIADA, or your friendly local Dealer Investigator, or the State Attorney General, or your own lawyer (who probably does not know much more about dealership laws that I do).

9/15/2015 – New Associate

Well, maybe the fourth time is a charm.

Over the last three years, I have had three different associates help me out on the IT part of our business. Sadly, for different reasons, they all went on onto different paths. I now have a new associate, one that I am very excited about.

Mario Diaz has been working with me for the last couple of months, and is now very comfortable with Carousel, including doing Installs, Updates, and hardware and network debugging, and most important, fixing Okidata problems! He has run his own company, Spokane Techs, for a few years now, and has worked with the Recycle Techs people who have two stores around Spokane. I am very confident in his ability to diagnose and fix IT related problems, and over time, maybe some Carousel problems too.

But one of his best background features is -- he worked in car dealerships for seven years before all that. He started out as a service mechanic, decided that eventually your body wears out from turning a wrench all day, so he moved into sales, and was preparing to go into F&I when he decided to change careers. So he understands our business totally. He worked only in new car stores, and from the stories I hear from my clients that have worked in new car stores, life there is brutal. Eventually Mario decided that family was more important than 70 hour weeks at work, so he started looking for a different career and thus began Spokane Techs.

Mario of course still runs Spokane Techs as his primary business and only works for us on an as needed basis, and he would be happy to work with you directly on any IT projects you may have. The previous rule still stands -- if there is a Carousel problem, we will send Mario out to your Spokane area store at our expense. If it is NOT a Carousel created problem, then you get to pay the bill. There are of course a lot of gray areas, and we would be happy to discuss them before or after the problem is resolved.

Mario can be reached at 509 499-4937 if you want to call him directly. Calls to Mario directly are on you. If you want us to triage the problem and perhaps send Mario (or myself) to deal with a problem, then please call Connie at 509 599-2720. Many problems can be dealt with over the phone, and phone calls are always free, Carousel related or not.

I want you to be aware that for the last year and a half, Connie has been full owner of Carousel Software. I gave her my share of the company at the beginning of last year. Mario is one further step on allowing me to do what I think I do best, and that is to improve the product. So it is my hope that Connie, and now Mario, will be the more visible faces within Carousel Software, and that I will spend more of my time in my bunny slippers in my dank little office (aka spare bedroom) and continue to develop and improve our product.

1/11/2015 – Carousel and its relationships to its Associates

Most of My associates are happy to sell you equipment and services. But this is not part of Carousel Software. When I started this gig, I did that also, even though I was not comfortable doing it, but my clients needed somebody with IT talents to help them set up their systems and keep them running. Since I did not then know anybody with those IT talents, I did that work myself. But it is not something I have been trained to do, which is why I have never charged anybody for doing it. (if I messed it up, well, you got your money's worth.) And I have sometimes gotten royally hammered (or better yet think of some other fastener part with spirals in it). About the only thing that I have still been involved in recently has been supplying Okidata Printers, but I have worked out a deal with Modern Office for my clients to get a 10% discount on these printers when they buy directly from Modern Office. So Carousel Software is totally out of the hardware business.

I encourage you to use my associates for hardware and IT services. But please keep in mind, that you are dealing with THEM and not Carousel Software. If one of my associates sells you a computer and nine months later it is loaded with viruses, please do not, as one client did, come to me and demand that I have to fix it for free. My associates are all independent IT companies, that have also been trained by me to do Carousel Software setups and updates. Connie and I still answer software questions and if needed, fix Software bugs or issues. And we do not charge for installs, updates, or software support. But that is about the end of our list of freebees.

Carousel Software will continue to install our software for free on systems that are properly set up. If you want one of my associates to set up your networks, hardware, help you buy a computer or printer, or any of that IT sort of thing, they will bill you for their time doing it. If you have a problem and start yelling that it is Carousel's problem, and we find out it is a bad ethernet wire (as happened this summer), or a virus on your computer (that happened this year at least twice) then Carousel will bill you for the time identifying and fixing that problem.

Carousel Software, as the name implies, is not in the Hardware business, at least not any more. It is not what we do best, and we now have professional (at least, not free) associates to help us with that part of the business.

Carousel Software News

February 2016

This is Volume 2 of the Carousel Software Newsletter. Volume 1 was published in January of 2008, so we have not been really filling up your inbox with too much material.

At any rate, we have not been totally asleep at the switch these last eight years. There have been two database revisions since then, and the current revision has seen about 330 changes since it went live about five years ago. There are a number of things we have done that perhaps you don't know about, and a few things that we are working on that you should be aware of. *ALL changes made to the programs are always documented in the #V2010Changes document, the first one to be displayed by our opening screen documents section.*

In this newsletter, I want to discuss

1. A Web Site Partner that fell apart
2. Inventory Feeds
3. Secure Access (for Washington Dealers)
4. Scanned Forms provided by Carousel
5. Storing Customer Forms and Images
6. Sql Server
7. Carousel Licenses
8. Associates
9. Carousel Hardware Policy
10. Update Information
11. Video Documentation
12. Updating
13. New Release (someday)
14. Preparing for the new release

1. A Web Site Partner

Section Deleted

2. Inventory Feeds

For a few years now, I have been supplying my clients programs to upload their inventory data to their vendors that need it, and for which they asked me to provide it. The types of vendors fall generally into two groups:

- A) web site vendors
- B) finance vendors

AutoTrader.com and V12software.com would be examples of web site vendors, and Credit

Acceptance and Westlake would be examples of the finance companies. It is relatively easy to provide such feeds for other sites if I can get the technical details of the format of the feed, and where to send it, and how to get it there. The web feed system mentioned above is one example of this feed technology. All the disparate programs and functions are consolidated into one rather simple to set up and use screen.

3. Secure Access (eg Washington Dealer Temps)

A few years ago, Washington switched from the hard copy Dealer Temp forms to a web based Secure Access method. This required you to enter manually almost all the data you entered for the original Deal in the Carousel program. As of January 1 of 2015, a car dealer has to use this for all their deals.

I have sent off several letters to the State DOL and to WSIADA asking for them to come up with a computer to computer way to enter this data, but DOL flatly refuses (says so even on their web site) and WSIADA has so far not been of much help. Almost from the very beginning of this web thing, I have had a way to use my program to enter this data into the web page. The Secure Access site has changed a couple of times, forcing me to change my program to match up with it, but so far I have been able to keep up with them.

The process starts out as if you were printing a form. This pops up a screen that will allow it to fill in the four web pages, page by page. It actually does not save you a whole lot of time, but it does save a whole bunch of cussing. I have a rather small percentage of my clients using this feature, and don't really understand why more do not use it, unless maybe they do not know about it. So, hence this chapter of my newsletter. If you want more information, please contact Connie or me.

Note that this technology can be used for other vendors of my clients that provide a web interface instead of a printed form. As long as the web site is not too complicated, I should be able to enter data into, say, a bank loan web site that prefers you to request such loans online rather than submit a paper request. And of course, you can always cut and paste from my program to theirs.

4. Scanned Forms Provided by Carousel

One of the major things I have been working on over the last few years is to provide scanned forms for your use. *These forms print out on blank paper on a laser or ink jet printer*, rather than the clunky Okidata. You can't mess them up, since they print out in one pass. You can spool them all in one group. Most government forms are available for download on the state web site. I tried to convince WSIADA to license their forms to me, and they kept saying they would, but they never got around to it. So I found a lawyer, designed some forms myself, and had the lawyer apply the mumbo-jumbo to them to make them legal and blessed. I can also take any form that a client has developed themselves and make it a scanned form. However, it must be self created. I cannot and will not violate any copyright laws. Which is why I have not scanned the WSIADA forms, for example, since the copyright is owned by WSIADA. Any forms that I do for a client can be hidden from other clients if you wish to keep it proprietary.

I have the following forms and more available to anybody that wants to use them:

Purchase Order (for Wa and other states) and legal stuff that goes with it.
Loan Contract (and legal stuff) for buy here pay here work. Banks probably will not accept it.
Due Bill.
Wa Sales Tax Exemption for tribal members.
Wa in and out of state delivery documents for out of state customers.
Id, Mt and Wa Power of Attorney.
Montana, Idaho and Oregon title apps.
Idaho sales tax exemption
Federal Buyer's Guide (English and Spanish)
All state forms available online for Washington and Idaho.
Disclaimer of Warranties (Designed by Carousel, blessed by lawyer)
Various customer developed purchase orders.
Various customer developed other forms.
Proof of Insurance
Homeland Security Statement
Risk Based Pricing Notice
Report of Cash Payments > \$10K

5. Scanning and saving completed forms

Larger clients end up with tons of paperwork on several sets of desks, such that nobody knows where the paperwork for a particular deal is. I worked with one client to buy a high speed scanner, and scan all their paperwork for a deal, so that they can put the original paperwork into filing cabinets and leave them there. The scanned data is in PDF format, and I provide a way to file these images on the server disk, and a retrieval method to quickly bring the images up on any screen in your office. That way you do not have this paperwork scattered all over your back office sweatshop. You always have the originals in your filing cabinet if an original is needed.

I use this same method to save the pictures of cars for uploading to the web site. Disk drives in today's world are so large that even my largest and oldest client should never run out of room for this stuff.

Note that if a smaller office wanted to do this, a scanner that is part of an all-in-one printer will work too. They generally will not scan contract sized forms (eg LAW forms) but you can generally scan them in two or three parts. A larger office would take way too much time to use these slower scanners, so for them I would recommend a much more expensive stand alone scanner from Brother (NOT HP!!!).

6. Sql Server

Since I started in 2001, I have been using the Microsoft Access database to store all the data that gets collected. But it has some problems. My larger clients sometimes find that it corrupts for some magical reason. The good news is, most of the corruptions can be fixed with a tool inside

the Access program itself. But it is a distraction.

A few years ago, I started to convert my programs to work with either Access or Microsoft's much more powerful Sql Server database. Sql Server was written from the ground up as an Enterprise database, but when I started, it was very expensive (over \$5000 per site), so I used the much cheaper Access. Around 2005, they came out with a reduced functionality but free version. In 2008 they increased the functionality to where I was able to use either database (Access or Sql Server) with the same code set. Sql Server is a real pain to install, so I still install Access by default, and generally only discuss using Sql Server when a client is having a problem with Access. But you should know that the Carousel system is capable of using this more powerful database, and we would be happy to switch you to it if the need or desire arises.

Note that to switch to Sql Server, you will need at least two computers. One would be the backup. All Windows computers since Windows ME come with the Access Engine built in. None of them come with Sql Server, which takes an hour or so to install, if you have the materials available. So I like to install Sql Server on a second machine in your office just in case the primary server dies.

7. Carousel Licenses

From the very beginning, I had a lawyer draw up set of license documents that my clients need to sign. These documents are always included in the manual that I give my clients when I first set them up, and can be seen by clicking the Display License button on the About page of the Admin screen. However, it has been my bad that I have not enforced this very rigorously. I will be sending an email to those of you for whom I do not have a signed license agreement with a PDF copy of the license, and I will ask you to sign and return it. I or an associate will follow up if I do not get them back. It is rather important to us to have these documents signed. In the next release, there will be a click-license for new clients to accept. When the new release comes out, if we do not have a signed license in hand, the update (and support for the software) will have to cease.

8. Associates

Mentioned just now was the fact that I have associates. For several years, I have had Chris Heck helping me to sell the software, but he has now moved to the Seattle area. I also can call on Rick Habel for IT help when there is a problem that is beyond my simple capabilities. Some of you know that Travis Crosby has helped me, but he has now moved to Eastern Montana and is concentrating his efforts there. There of course is my wife Bonnie, who I use as my bag lady if somebody gets behind in their payments, and step daughter Connie, who was the co-owner of Carousel Software and is now the sole owner since I gave up my half of the company last year.

Recently I have looked for somebody to replace Travis in this area, and I have started to use a local company named SpokaneTech. They are experienced in IT matters, and Mario has been working with me to do updates, Carousel installs, deal with network issues, install equipment, delouse systems, and such other IT work as is necessary. There may be other associates that join

me over time as (well, if) Carousel Software gets bigger. We are now at about 70 clients and have had clients in four states.

Sadly, most of these associates will only travel within the Spokane area or maybe an hour's drive away. So my few clients out of that range will still have to find a local hardware support person. I have found that I can work with most experienced local IT people by dialing in from my office using Teamviewer and talking to them on the phone. I have done this for many out of the area clients.

My hope is to concentrate more on development of the product, and leave my associates to do the running around sorts of things. I have hoped for this to happen for several years, but hope springs eternal.

9. Hardware

Carousel Software, as the name implies, is a SOFTWARE company, not a hardware company. I have sold my clients some hardware (computers, printers, network stuff) over the years, but that was because they had no idea where else to get it or what to get. Generally, I sold this stuff at cost and got screwed financially. The final straw was when one of my associates sold a client a printer, and nine months later when something happened to it, I was told Carousel had to fix it for free.

So, let me be clear: I AM OUT OF THE HARDWARE BUSINESS!

My associates will be happy to sell you hardware of all sorts, but please understand that for hardware, you are dealing with them and not Carousel Software. They may be my associates, but they are all independent contractors, and generally have way more experience in hardware issues than I do.

The one exception we will make is in Okidata printers. In some cases where a client is closing down, I will take his Okidata printers off his hands and resell them. But the warranty I now give is a 30 day money back policy. I will no longer fix them at my expense. If the printer fails within the stated time and I give you your money back, and you will have to find another printer somewhere else. I have an arrangement with Modern Office here in Spokane where my clients can buy refurbished Okidata 320 Turbo printers for 10% off their list price. Which in Washington about pays for the sales tax.

10. Update Information

So I am sure you are all really impressed with all the new to you stuff that I have listed in this news letter. So how do you find out about it sooner than once every eight years?

There are a couple of ways that we have thought of.

One obvious thing was a web site. For a couple of years I had a web site up, and relied on my

grandson to maintain it, but when he quit, that fell through. In my spare time I hope to regenerate it..

I had hoped for somebody to set up a facebook page, but Connie does not think that adults do that sort of thing, so she voted no.

The one thing you should be aware of is every time we do an update, we also update the document named #V2010Changes, which you will find at the top of the list of the documents in the middle of the splash screen (the screen with all the horsies). This document is updated every time I modify one of the programs in our system. So far there are over 335 such changes since version 2.010 went live. This does NOT document new forms unless they are a form that somebody really should know about, like a scanned Purchase Order (item 204). It is a bit hard (and boring) to read, but it does keep you pretty up to date on what is new or fixed in the system. It is much more up to date than the actual documentation, which seems to be always a year or so out of date.

11. Video Documentation

At the end of 2014, I downloaded a few free video editors, and attempted to make a you tube video of my documentation. It was horrible, for a lot of reasons. At the end of 2015 I actually Bought some better software, and I was able to get something together that was just lousy, and not execrable. But it is something that I want to work on in my spare time (Ha!). My goal is that most of the material that you have in the manuals will be available as videos. Will anybody look at the videos more than they read the manuals? Maybe not, but at least you can see how something is done and not just go to sleep reading about it. You can see my now third attempt at <https://youtu.be/cBTF5Ma43Ao> .

12. Updating

I would really like to update my clients on a more frequent basis than is now happening. I have tried a few different methods, but they all have problems. The ideal would be to do updates like most browsers do now, or even Microsquish Updates, but that sort of process takes more development and testing energy than goes into my whole system.

The method I am currently playing with is a rather extensive modification of my existing Sync program that I use when I am physically at a customer site with a memory stick. It is too complicated to explain, but I or my associates would be the ones running it, not my clients, so a little complication can be fun.

13. *New Release (2.11)*

I have been talking about this for three years or more, and I really want to get on to it, but I need a clean two weeks of uninterrupted time to work on it. I live with hope that I will find such time one of these days. The good news is a recent cruise gave me a lot phone free time to actually get this started.

A new release by my definition is a database change. Changing the database requires that there be a change to some programs as well. And it requires more than the usual amount of testing before it goes live. After making the change to the database and programs, and testing it as good as I know how, I have a beta test site where it runs for two or three weeks before I start pushing it out to my clients. It is in my interest to get it to all my clients as soon as possible, so that I do not have to maintain two code sets. So this time I will probably have my associates help me on this.

Some of the major things that I will do are

- a) add a middle initial to a customer name (required by Secure Access)
- b) fix a problem in the Self Finance dealing with penalties or payments being under water
- c) provide space for additional information about the vehicle (gas/diesel, accessories, etc)
- d) enforce the acceptance of the Carousel license using a click accept feature.

I have a huge list of things that need to be done, and it will not all be done in one update. There will probably be two or three updates over the next few years or so. But, the longest journey is started with the first step, so Charlie Chan supposedly said.

14. Preparation

To prepare for the new release, some preliminary work needs to be done. So I or one of my associates will be visiting the local (Airway Heights to Hayden Lake) clients over the next month or so. We need to do the following:

- A) make sure all your workstations are up to date with the latest releases.
- B) check that you are no longer using the code based forms where there is a text based form available. And where there is not, I generally need to create one. I plan to use code based forms only for the most unusual circumstances.
- C) make sure that we have a copy of any client specific forms.
- D) make sure you have signed our license agreement. This is something that I should have been more active on, but I am going to get real serious about it from now on. Many of our clients have already signed this agreement. But if you have not and are not willing to sign our license agreement or some modification thereof, I will not be able to install the new release, or to provide any future updates to the software.
- E) Review all the changes that have been done in the last several years to make sure you are using all the features of Carousel Software that would help you out. This document just touches on some of those changes.
- F) make sure you have installation materials (eg CDs) and backup materials (flash drives) available, and for backups, that you are doing them.

I will have to deal with those clients that are farther away by phone and dialing in. The actual

update, when it comes, will probably require a personal visit.

Before we do this, I hope to provide a detailed description of what Version 2.11 (and future ones) will contain.

3/12/2014 – long forms

Before the 8.1 printer thing got fixed (actually, it was after it got fixed, but before I knew about it), I went out and bought a cheap inkjet printer to see if I could get it to print our forms. Inkjets of course have the problem that they do not punch through carbonless paper. But, with a good paper cutter, you can separate the pages and print them one at a time.

The problem that I had, though, was that most inkjet printers today are all-in-one printers, and they generally feed paper from the front, wrap around 180 degrees, and the result comes out on the front also. And my experience at two dealers, Mendoza and Ballard, was that the paper often mangles on the wrap around. The carbonless paper is quite crinkly, and very thin, unlike your normal 20 lb white bond paper that is thick and flexible.

The printer I bought was an Epson xp-410, for \$70 plus tax (on sale). It feeds the paper from the top, makes a slight bend, and comes out the front. This printer was advertized to print large documents (44 inches long).

And it does work. It does print documents the size of the LAW contract, which is about 25 inches long. And with some care, it will print the carbonless paper individually.

The care consists of

- 1) getting a sharp edge at the top, with a paper cutter if need be. And it must be a square cut, that is, 90 degrees from the side.
- 2) when you load the form, load two or three pages of standard paper behind it.
- 3) after you start the print, hold your hands on either side of the paper going in, since it does not have the slide guides that the Okidoki has. So you have to keep the paper centered as it starts to feed.

That does seem to work pretty good. The print is quite readable. It does not take much longer than using the Okidata.

So, this solution, which originally I had decided to play with for the 8.1 problem, also could be a solution for the rather high cost (\$175 - \$225) of an okidata printer, since it is less than half as much. Ink will cost more in the long run, however. But for somebody that is just starting out, and selling only a few (less than 10) cars a month, this could be a very economical solution. This would also be a good solution for a wholesale-mostly dealer that maybe does a few retail sales every year.

Carousel Software News

1/12/2008 (abridged)

I want to discuss a few things with you in this letter:

- 1) some legal stuff that has come up
- 2) Late Fees
- 3) Remote Support
- 4) Version 2.009

Item 1. Legal stuff

Last Thursday, Teresa at WSIADA sent me a rather angry email. It appears she had seen some of my form letters that I provide with my software package, and told me that they were quite illegal and should not be used.

Most of the form letters (there are now 18 of them in my distribution) were documents that were being used by various clients before they started using my computer software. They wanted to continue to use these documents and thought it would be nice if my program could fill in the variable data, like customer name, vehicle description, and so on. Where this stuff came from, I do not know. It could have been written on the back of an envelope in a bar, it could have come from a lawyer, it could have been copied from a document that one dealer lifted from another dealer. Anyway, at least some of this stuff might not conform to the laws of Washington, so Teresa suggests.

So, I have a problem. She says that since I am distributing this stuff, I am essentially vouching for their legality (which she says they aint and which I have no idea) and if any of you use this stuff and get sued, that I could be dragged into a lawsuit with you.

That might be a good way to get out of this crazy business, since it would be Carousel Software LLC that would be sued, and it doesn't have any assets, so a lawsuit would essentially close it down. But I kind of want to continue playing with this stuff for another decade or so, so I would prefer not to be sued.

I have tried to figure out just who provided me the text for which form letters, and I really only can connect up two of about eight form letters that might have legal quibbles about them:

Ed generated Formletter #13, – Installment Lien Note/ Security Agreement
and I believe that Freddy generated Formletter #15 – Repossession Waiver

I have no idea who generated the following formletters:

- #14 – Right of Repossession
- #18 – Northwest Auto Recovery
- #19 – Repossession Redemption Waiver
- #22 – Repossession Waiver

#25 – Supplemental Disclosure and Agreement

#26 – Repossession Waiver

The rest of the form letters do not look like legal documents to me, at least legal documents used during a sale of a vehicle, so I do not think that there is a problem with them.

Anyway, if you did not originally generate one of the above documents, please do not use them in the future. I will be happy to create a form letter generated by you for your use only. But since the provenance of these documents is not known, I need to ask you to stop using them if you are.

In the next revision of the software, I will be providing a method to make a form letter restricted to just one client. I do not have a way to do that currently.

Item 2 – Late Fees

As most of you know, my wife Bonnie has become the bag lady for making collections from my clients. Some very wonderful clients generate their bill for the previous month themselves (report #100 in the Admin program) and send a timely check (and the generated bill). Most clients we visit will either provide us with a check on the spot, or they send us one in a few days. There are a very few clients where the check continuously gets lost in the mail (or something), and we never get it. So Bonnie goes back with her begging bowl and asks nicely again if we can please please get paid. And sometimes that check gets lost in the mail too. Or something.

So anyway, if we provide you with a bill, and you say that we will either get the check to us by such and so a date, or if you ask Bonnie to show up at your shop to directly collect the bill on such and so a date, and if we do not get the check by that date, or Bonnie does not get to collect when she does show up a second time, we will have to start tacking on a late fee. We think \$25 is a reasonable amount to take care of her gas and Starbucks cost in going out there a third time to collect. If she has to go out there a fourth time, well, I don't want to be around when that happens.....

Item 3 – Remote Support

We have now acquired a very nice piece of software for doing technical support remotely. This software, named LogMeIn, allows us (with your permission only) to take control of your computer and work with you directly on your screen to help you with any Carousel Software issues you may have. To use this, you need a high speed internet connection, which 95% of our clients have. We will ask you to go to a web site (www.logmein123.com), where you will enter a six digit number that we give you during that session. Once you do that, we can see your screen on our computers, and actually move the mouse and enter data, or at least guide you in moving the mouse and entering data. It works really slick, and I have used it several times already.

This will not help much with network problems, printer problems, hardware problems, installation problems, virus problems, and that sort of thing. But it should make it easier on both you and us when you have a question or a problem with our applications. I can also use it to

download updates of our software to your computers.

We are very excited about this tool, and hope you will be as comfortable with it as we are. Once you close down the remote connection, we cannot dial in again without going through that procedure that I described above. So there should be no security worries about using this tool from your end of the line. We cannot dial in without you being an active participant in the process.

Item 4 – Version 2.009

I do my best to keep my software up to date. The current version, 2.008 (it has nothing to do with the year, that is coincidental) has been out since about July of 2007, and during that time, I have made 152 changes to the software. But eventually the things that I need to do require a database change, and that is when I change software revisions. I am working on this next revision now, and hope to get it to an alpha test (eg BJ Auto) by the end of January. I will probably not distribute this more widely till I get back from item 2 above. If I get back. I may want to stay there.

Anyway, below are some of the changes you will see right away in this revision. Note that when I plan a revision, I usually put in database changes for code that will not be written maybe for a few months. As an example, I have been asked in the past to number receipts. I am putting a database change in to do that, but the actual code will not be in the initial release. I put changes into the last revision to collect city and zip codes for PO Boxes, but that code has still not been written yet.

So, following are the code changes that you should see right away. Some of them are significant.

- 1) All the forms will be renumbered. I am quite simply running out of numbers. When I started this thing seven years ago, I thought I would need maybe 100 forms. Two years later I expanded that to 1000 forms. I am now expanding that to 100,000 form numbers. While I do this, I am also reorganizing the forms into groups. For instance, I have five different versions of the LAW contract, and their numbers are all over the 100 series map. They will all be consolidated into one series of numbers.
- 2) The Admin function that lets you activate forms will now allow you to see the forms by revision ID and date, in addition to form number. This should make it much easier to find the form you want in the database.
- 3) I will capture the title number on a trade in.
- 4) I will capture the date when the odometer reading was last updated. We have had problems where a car deal was being worked on, the then current odometer reading was entered into the system, the deal fell through, and then a month later the car finally sells, but with 100 extra miles put on it. I have had no way to flag this for you. I will now flag it when the odometer reading is more than 3 days old.

- 5) I will capture what I am calling a Location Code for a car. This could be used when a car moves from one site to another. It could be used when a dealer sells cars for multiple wholesalers. There might be other uses.
- 6) I will have a new table that captures data on the interior and internal characteristics of a vehicle. Engine type and size, interior color, options (ac, radio, boom box, etc). This is mostly being done so that I can generate web pages magically from my database. Most web pages need this information, but I am not capturing it currently.
- 7) The Preference Form List will now be much smarter. I will be able to display just the Certificate of Ownership OR the Temp Permit, based on the details of the deal. I will also be able to display forms for optional items, based on the deal.
- 8) As mentioned in item 1, I will make certain form letters useable only by the client that generated it.
- 9) There will be a place to put from what location a customer heard about the car he is interested in. That way you can track what advertising is doing you the most good.

In addition to the above items, I have a todo list that numbers about 50 items, and a long term wish list that numbers about 20 more. On this latter list, some individual items would probably take several months to complete. And of course I keep getting more forms out of the blue, and the odd report request, and the odder "please make it purple" requests. So I am not worried about not having something to do for the next couple of years.

After I get back from Hawaii.