

NEBRASKA MOTOR VEHICLE INDUSTRY LICENSING BOARD

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ADVERTISING §60-1411.03(1) – UNAUTHORIZED ACTS

§60-1411.03(1) *To advertise and offer* any year, make, engine size, model, type, equipment, price, trade-in allowance, or terms or make other claims or conditions pertaining to the sale, leasing, or rental of motor vehicles, motorcycles, and trailers *which are not truthful and clearly set forth.*

**WHEN ADVERTISING ABOUT A VEHICLE OR THE DEAL,
JUST TELL THE TRUTH AND BE CLEAR**



ADVERTISING

§60-1411.03(4) – UNAUTHORIZED ACTS

§60-1411.03(4) To advertise (a) that the advertiser's prices are always or generally lower than competitive prices and not met or equalled by others or that the advertiser always or generally undersells competitors, (b) that the advertiser's prices are always or generally the lowest or that no other dealer has lower prices, (c) that the advertiser is never undersold, or (d) that no other advertiser or dealer will have a lower price.

DON'T SAY, "WE HAVE THE BEST PRICES"

DON'T SAY, "WE HAVE THE LOWEST PRICES"

DON'T SAY, "NO ONE CAN BEAT OUR PRICES"



ADVERTISING

§60-1411.03(5) – UNAUTHORIZED ACTS

§60-1411.03(5) To advertise and make statements such as Write Your Own Deal, Name Your Own Price, or Name Your Own Monthly Payments and other statements of a similar nature.

DON'T ADVERTISE, "TELL US HOW LOW YOUR PAYMENT MUST GO"

ADVERTISING

§60-1411.03(7) – UNAUTHORIZED ACTS

§60-1411.03(7) To advertise by making the layout, headlines, illustrations, and type size of an advertisement so as to convey or permit an erroneous impression as to which motor vehicle, motorcycle, or trailer or motor vehicles, motorcycles, or trailers are offered at featured prices. No advertised offer, expression, or display of price, terms, downpayment, trade-in allowance, cash difference, or savings shall be misleading by itself, ***and any qualification to such offer, expression, or display shall be clearly and conspicuously set forth in comparative type size and style, location, and layout to prevent deception.***

BE SURE ADVERTISEMENT ISN'T CONFUSING OR MISLEADING

**DON'T INCLUDE CONDITIONAL OR QUALIFYING DISCOUNTS IN THE PRICE,
ESPECIALLY ON WEBSITES LIKE TRUECAR.COM, CARS.COM AND
AUTOTRADER.COM**

ADVERTISING

§60-1411.03(8) – UNAUTHORIZED ACTS

§60-1411.03(8) To advertise the price of a motor vehicle, motorcycle, or trailer without including all charges which the customer must pay for the motor vehicle, motorcycle, or trailer, excepting state and local taxes and license, title, and other fees. It shall be unlawful to advertise prices described as unpaid balance unless they are the full cash selling price and to advertise price which is not the full selling price even though qualified with expressions such as with trade, with acceptable trade, or other similar words.

**BE SURE TO INCLUDE THE DOC FEES IN THE PRICE OR
SPECIFICALLY STATE HOW MUCH THE DOC FEE IS WITH THE PRICE**

EXAMPLE: \$15,000 + \$199 DOC FEE



ADVERTISING

§60-1411.03(10) – UNAUTHORIZED ACTS

§60-1411.03(10) To advertise claims that Everybody Financed, No Credit Rejected, or We finance Anyone and other similar affirmative statements.

DON'T SAY, "WE FINANCE EVERYONE"



ADVERTISING §60-1411.03(11) – UNAUTHORIZED ACTS

§60-1411.03(11) To advertise a specific trade-in amount or range of amounts.

DON'T ADVERTISE:

“DRAG IT HERE AND WE’LL GIVE YOU \$2,000”

“WE’LL GIVE YOU BETWEEN \$1,500 AND \$3,000 FOR YOUR TRADE-IN”

BE CAREFUL WHEN REFERENCING KELLEY BLUE BOOK IN YOUR ADVERTISING



ADVERTISING

§60-1411.03(17) – UNAUTHORIZED ACTS

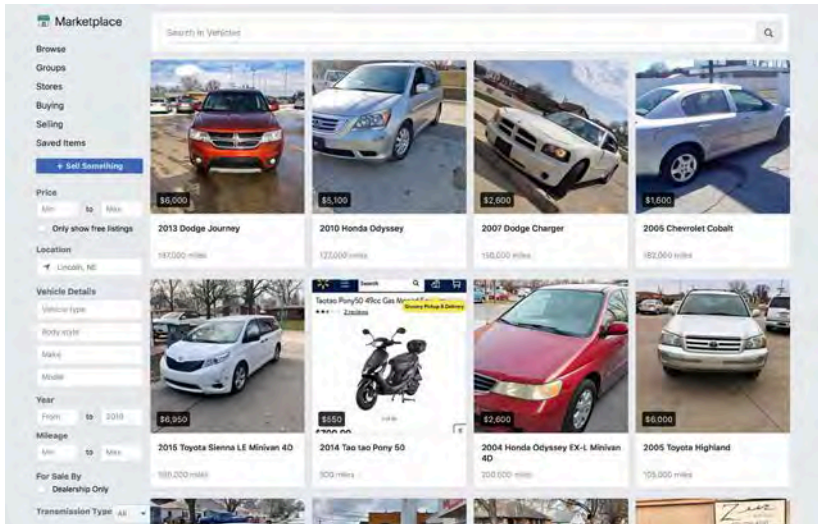
§60-1411.03(17) To advertise motor vehicles, motorcycles, and trailers owned by or in the possession of dealers without the name of the dealership or any other manner so as to convey the impression that they are being offered by private parties.

DEALERS ARE RESPONSIBLE WHEN SALESPEOPLE ADVERTISE ONLINE
BE CAREFUL ADVERTISING ON SOCIAL MEDIA
CLEARLY AND PROMINANTLY STATE THE DEALERSHIP'S NAME

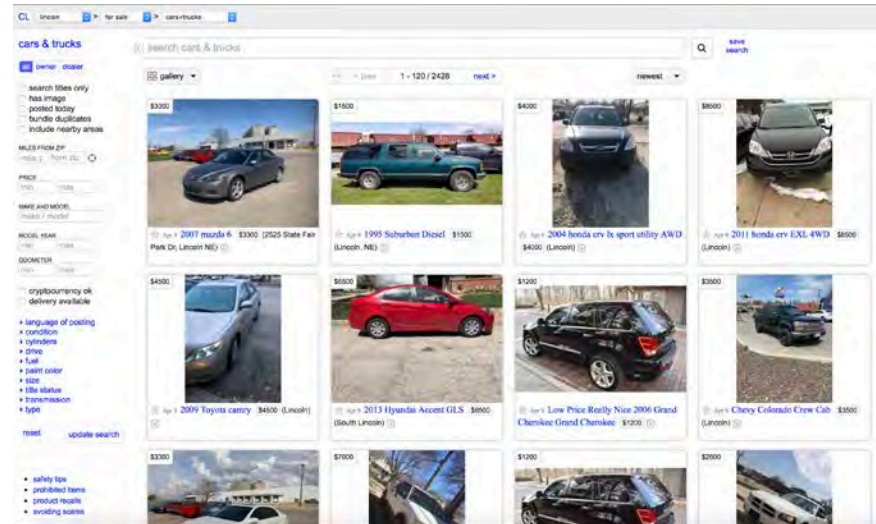
ADVERTISING §60-1411.03(17) – UNAUTHORIZED ACTS CONT.

§60-1411.03(17) LIST UNDER THE “DEALER” CATEGORY AND NOT “BY OWNER”

FACEBOOK MARKETPLACE



CRAIG'S LIST





ADVERTISING
§60-1411.03 – UNAUTHORIZED ACTS

ADVERTISING QUESTIONS?

SALES AT PLACE OF BUSINESS

- Example 1: A Customer calls the Dealership to buy a new truck on MSO. The Dealership transports the truck to the Customer's farm to show the Customer. The Customer agrees to buy the truck and signs the paperwork at the farm. The Dealer also signs the paperwork at the farm and leaves the truck with the Customer.



SALES AT PLACE OF BUSINESS

VIOLATION

- PAPERWORK WAS COMPLETED OFF THE LICENSED PREMISES
- DEPENDING ON WHERE THE CUSTOMER LIVES, ANOTHER FRANCHISEE COULD COMPLAIN TO THE MANUFACTURER THAT YOU ARE SELLING NEW VEHICLES OUTSIDE OF YOUR AREA OF RESPONSIBILITY

SALES AT PLACE OF BUSINESS

- Example 2: The Customer calls the Dealership to buy a used truck. The Dealership emails electronic purchase agreement to the Customer. The Customer signs agreement at their farm and mails it back to the Dealership. The Dealership signs the agreement at the Dealership and then delivers the truck to the Customer with the signed purchase agreement.



SALES AT PLACE OF BUSINESS

NO VIOLATION

- THE CUSTOMER MAY SIGN THE PURCHASE AGREEMENT AT THE FARM AS LONG AS THE DEALERSHIP SIGNS THE PURCHASE AGREEMENT LAST AT THE DEALERSHIP.
- AFTER THE AGREEMENT IS SIGNED AT THE DEALERSHIP, THE DEALERSHIP CAN THEN SEND THE SIGNED PURCHASE AGREEMENT TO THE CUSTOMER AND DELIVER THE TRUCK TO THE CUSTOMER.
- THE DEALERSHIP MAY ALSO USE ELECTRONIC PAPERWORK TO SPEED UP THE PROCESS.

DEALER PLATE USE

- §60-373(1) Each licensed motor vehicle dealer or trailer dealer as defined in sections [60-1401.26](#) and [60-1401.37](#), respectively, doing business in this state, in lieu of registering each motor vehicle or trailer which such dealer owns of a type otherwise required to be registered, or any full-time or part-time employee or agent of such dealer may, if the motor vehicle or trailer displays dealer number plates:



DEALER PLATE USE

- §60-373(1)(a) Operate or tow the motor vehicle or trailer upon the highways of this state solely for purposes of transporting, testing, demonstrating, or use in the ordinary course and conduct of business as a motor vehicle or trailer dealer. ***Such use may include personal or private use by the dealer and personal or private use by any bona fide employee,*** if the employee can be verified by payroll records maintained at the dealership as ordinarily working more than thirty hours per week or fifteen hundred hours per year at the dealership;



DEALER PLATE USE PERSONAL USE PLATE

- §60-3,116(1) ...Additional personal-use dealer license plates may be procured upon payment of an annual fee of two hundred fifty dollars each, subject to the same limitations as provided in section [60-3,114](#) as to the number of additional dealer license plates. A personal-use dealer license plate may be displayed on a motor vehicle having a gross weight including any load of six thousand pounds or less belonging to the dealer, may be used in the same manner as a dealer license plate, and may be used for personal or private use of the dealer, ***the dealer's immediate family***, or any bona fide employee of the



\$250 PERSONAL USE PLATE

DEALER PLATE USE

- §60-373(3) In no event shall such plates be used on motor vehicles or trailers hauling other than automotive or trailer equipment, complete motor vehicles, or trailers which are inventory of such licensed dealer or manufacturer unless there is issued by the department a special permit specifying the hauling of other products. This section shall not be construed to allow a dealer to operate a motor vehicle or trailer with dealer number plates for the delivery of parts inventory. A dealer may use such motor vehicle or trailer to pick up parts to be used for the motor vehicle or trailer inventory of the dealer.

PICK UP PARTS FOR THE DEALERSHIP USE – YES

DELIVER PARTS FROM THE DEALERSHIP – NO

DEALER PLATE USE BONA FIDE EMPLOYEES

- Since the NMVILB no longer issues salesperson licenses, you may want to provide your employees with documentation that they are, in fact, bona fide employees and therefore authorized to drive dealership inventory on dealer plates.
 - **BUSINESS CARD**
 - **LETTER FROM THE DEALERSHIP (NOTORIZED)**
 - **PAYSTUB FROM THE DEALERSHIP**



DEALER PLATE USE ABUSES

Example: The Dealer's 18-year-old son ordinarily works 10 hours a week at the dealership. His parents bought him a vehicle and gave him dealer plates to use, which he drives to high school.



DEALER PLATE USE ABUSES

VIOLATION

- NOT A BONA FIDE EMPLOYEE BECAUSE HE DOESN'T ORDINARILY WORK AT LEAST 30 HOURS PER WEEK AT THE DEALERSHIP
- VEHICLE ISN'T IN THE DEALERSHIP'S INVENTORY

COULD PAY \$250 FOR A PERSONAL USE DEALER PLATE, BUT ONLY IF THE VEHICLE IS IN THE DEALERSHIP'S INVENTORY

FAILURE TO DELIVER TITLE SCENARIO

- Example: The Dealership buys an out-of-state vehicle at auction and then sells it to the Customer. The Customer has 30 days to license and register the vehicle before the In-Transits expire. On day 31, the Dealership is still waiting to receive the title from another state and the Customer's In-Transits have expired.

WHAT CAN DEALER DO?

RECOMMENDATION: HAVE YOUR OUT-OF-STATE VEHICLES INSPECTED TO GET A NEBRASKA TITLE – DO NOT LEAVE IT UP TO THE CUSTOMER



FAILURE TO DELIVER TITLE OPTION 1

**CAN THE DEALERSHIP GIVE THE CUSTOMER DEALER PLATES TO
PUT ON THE VEHICLE HE/SHE JUST PURCHASED?**



FAILURE TO DELIVER TITLE

VIOLATION



FAILURE TO DELIVER TITLE OPTION 2

CAN THE DEALERSHIP ISSUE THE CUSTOMER A NEW 30-DAY IN-TRANSIT?



FAILURE TO DELIVER TITLE

VIOLATION



FAILURE TO DELIVER TITLE OPTION 3

CAN YOU PROVIDE THE CUSTOMER WITH A VEHICLE IN THE DEALERSHIP'S INVENTORY WITH DEALER PLATES AND PROVIDE 48-HOUR CARDS UNTIL THE TITLE ARRIVES AND CAN BE DELIVERED?



FAILURE TO DELIVER TITLE

ALLOWED



FAILURE TO DELIVER TITLE OPTION 4

CAN THE DEALERSHIP UNWIND THE TRANSACTION?



FAILURE TO DELIVER TITLE

ALLOWED



BUY HERE, PAY HERE
NEBRASKA DEPARTMENT OF BANKING AND FINANCE
(402) 471-2171

- §45-1050 Cure Process

- (1) With respect to a loan, after a borrower has been ***in default for ten days for failure to make a required payment***, a licensee may give the borrower the notice described in this section. A licensee gives notice to the borrower under this section when the licensee delivers the notice to the borrower or delivers or mails the notice to the last-known address of the borrower's residence.
- (2) The notice shall be in writing and shall conspicuously state: The name, address, and telephone number of the licensee to which payment is to be made, a brief identification of the loan, the borrower's right to cure the default, the amount of payment and date by which payment must be made to cure the default, and that any credit insurance issued in connection with the loan contract may be canceled unless the borrower cures the default. The department shall prescribe the form of such notice.

RECOMMENDATION: SEND NOTICE BY CERTIFIED MAIL



BUY HERE, PAY HERE
NEBRASKA DEPARTMENT OF BANKING AND FINANCE
(402) 471-2171

- §45-1051 Cure Process

(1) ... The borrower shall have **twenty days** after the notice is given to cure any default consisting of a failure to make the required payment by tendering the amount of all unpaid sums due at the time of the tender, without acceleration, plus any unpaid charges. Cure restores the borrower to his or her rights under the agreement as though the default had not occurred.

DO NOT HOLD THE TITLE
SEND TITLE TO THE CUSTOMER'S COUNTY DMV TO ATTACH THE ELECTRONIC LIEN



NEBRASKA MOTOR VEHICLE
INDUSTRY LICENSING BOARD

QUESTIONS?

NEBRASKA

DEPARTMENT OF MOTOR VEHICLES

Nebraska Department of Motor Vehicles

Dealer Seminar

May 19, 2020

Betty Johnson, Administrator
Driver and Vehicle Records Division



Certificate of Title

- All owners/sellers must sign
- Buyer's name(s) and signature(s), if required, must also be complete at same time
- Absence of buyers name constitutes an open title.



Licensed Dealers

- Certificate of Title - deal falls through
 - Dealer must obtain title in dealer name
 - Next reassignment may not be used
 - One diagonal line
- Reassignments are full on back of title
 - Dealer must obtain title in dealer name
 - No dealer reassignment forms attached to Nebraska Certificate of Title



Licensed Dealers


- MSO - deal falls through
 - May void reassignment, use next reassignment
- Reassignments are full
 - May attach 1 Nebraska Re-assignment of Manufacturer/ Importer's Certificate by Motor Vehicle Dealer form
 - If last assignment on reassignment form is used, purchasing dealership must obtain title

Licensed Dealers

- MSO or title reassignments to dealers must be in the name of the dealership as it appears on the dealer's license
- When DBA present on license must be in DBA name



Licensed Dealers


- Dealership must be enfranchised by the manufacturer to reassign an MSO, if not must take title before transferring ownership
 - Recorded date of sale must succeed purchase date on face of title
 - Date of sale on Form 6 must equal date of sale recorded on the title or MSO (exception is a lease buyout)
 - Date of sale on MSO may precede date on face of MSO
- 

Application for Title


- All Applications must include:
 - Full legal name of each owner (as it appears on DL)
 - NE driver license/state ID card # of each owner
 - or date of birth
 - or social security number
 - For a business, nonprofit organization, an estate, a trust, or a church-controlled organization - tax identification number (FEIN)
 - Includes dealers making application for title
- If dealership submitting paperwork to treasurer, completed application must be included



Application for Title

- Applications may be signed by one spouse (in a spouse situation, only one signature is required on title application)
 - Handicapped or disabled person - applicant's parent, legal guardian, foster parent or agent may sign the application
 - An owner who is too young to sign for himself/herself - the applicant's parent or legal guardian may sign the application
- 


Signatures

- All signatures on application and titles/MSO's must be original
 - Business – *ABC Corporation by John Smith*
 - Dealership must use name on dealer license – *Cornhusker Auto Group, Inc. by John Smith*
(if DBA is on license, the DBA name is acceptable for signature)
 - Power of Attorney – *John Public by John Doe, POA*
 - Personal Representative – *John Q. Public by John Doe, PR*
 - TOD – *John Q. Public, TOD*
- 

Intransit/Newly Purchased


- Dealer sale – owner has 30 days to register
 - Either intransits displayed on front and rear/side window OR
 - Plates may be transferred to newly purchased vehicle if trade-in made
 - Vehicle must be accompanied by proof of ownership (bill of sale/properly executed title)
 - If title delayed owner may pay sales tax prior to issuance of title to avoid paying penalty and interest



- No paper title is required:
 - Repossession
 - Owner Name Change
 - Add/Remove Owner Name
 - NE Electronic Lien and Title Change Title Request
 - Cannot issue duplicate of an electronic title
 - CAN process corrected title when electronic
 - Participating lender - once a paper title is printed, lien must be released on face of title and released at the county
- 

- Lenders list available at:
<https://edmv.nebraska.gov/TAP/?link=ActiveLenders>
- Title inquiry – www.dmv.nebraska.gov/services,
select Title Inquiry or go direct to site at:
<https://edmv.nebraska.gov/TAP/?link=ActiveLenders>
- Records of all titled/registered vehicles including:
 - Lien information
 - Odometer
 - Brands

Secure Power of Attorney


- Dealers and insurance companies may use
 - When certifying mileage
 - Signing as both transferor and transferee
 - May use general power of attorney
 - Application for duplicate
 - When signing for transferee only
 - Power of attorneys must be attached to titles
 - Expire upon death of grantor
- 

Secure Power of Attorney

- Nebraska transactions when secure power of attorney may be used:
 - Lien present
 - Title is lost
 - Lender holding title for floor plan
- After lien release on electronic title, title is printed with statement “lien released title printed on mm/dd/ccyy” –indicating a secure POA may be used



Power of Attorney

- General or durable power of attorneys may be used:
 - Issuance of duplicate title
 - Non-dealer transactions
 - Owner unavailable or incapacitated
 - Shall include:
 - Names of grantor and grantee
 - Type of power granted
 - Grantor signature notarized
 - May have expiration date
 - Expires upon death of grantor
- 

Dealer–Lost/Mutilated Title

- Title lost or mutilated by dealer or purchaser after assigned to dealer
 - Dealer may apply for title in dealership name:
 - Application for Title
 - Photocopy from dealer’s records of front and back of lost or mutilated title
 - Notarized, completed Purchaser’s Affidavit
 - \$10 title fee



Dealer–Lost/Mutilated Title

- New title issued:
 - Shall reflect date dealer purchased vehicle
 - Date of purchase must precede date vehicle sold to current purchaser
 - When transferring ownership, dealer shall record the original sale date and attach photocopy of front/back of lost or mutilated title

Odometer Certification

- Required for all vehicles < 10 years old
 - Except vehicle exceeding 16,000 lbs
- Mileage may continue to be recorded after 10 years if odometer statements properly completed
- Once an odometer reading is recorded as exempt you can never go back and record an odometer reading
- **Odometer statement must be completed on title/MSO**



Odometer Correction

- Odometer correction statement may be provided to vehicle owner if there is an error
 - If error was typo at county office, no correction statement needed
 - Only used when all previous paperwork may be reviewed
 - Cannot use for out-of-state title transfers
 - If statement accepted, corrected title must be issued
 - Does not correct CarFax, AutoCheck, etc.

Replaced/Repaired Odometer

- Reading on new odometer is set at mileage of one replaced if possible
- If unable to do so, owner must obtain an Odometer Notice from DMV
- Odometer reading on any subsequent title issued must be branded as Not Actual
- If used odometer installed, subsequent titles must contain reading from used odometer, branded as Not Actual



Non-Resident Applicants

- Military personnel stationed in NE
- Leasing companies
- Businesses based in foreign states w/vehicles located in NE
- Motorboat owners, boat located in NE



Non-Resident Applicants

- Non-resident purchasers with lien
 - Purchaser to immediately make application for title in home state
 - Title with lien may be printed and provided to dealer for purpose of surrendering to purchaser's home state
 - If vehicle will be registered in NE, not eligible for printed title

Privacy Act

- Federal requirement
 - MV records may not be used for surveys, marketing, or solicitations
- Sales records collected by dealers may be used, must be clear data did not originate at DMV or county treasurer's office



Transporter Plates

- Transport vehicles not owned by applicant (\$14)
- Equipping or modifying unregistered motor vehicles not owned by applicant (\$34)
- Displayed on front of vehicle (rear of trailer)
- Must retain log of vehicles transported for 3 years




Wrecker/Salvage Dealers

Requires wrecker/salvage dealers to electronically report junked vehicles to DMV

- *Account authorized by DMV, eDMV letter mailed to dealer*
- *<https://edmv.nebraska.gov/>*



Dealer Automated Services

- Now available - Dealer Automated Services
 - Dealers **may** electronically submit title application to county treasurer via DMV system
 - Available for most transaction types
 - Contact DMV help desk to request eDMV authorization letter
 - Email - dmv.dvrweb@nebraska.gov
 - 402-471-3918
 - Eliminates wait time and reduces trips to offices
- 

Dealer Automated Services

- Two dealers currently using system
 - Data enter information for each title or import from DMS
 - Requires scan and upload of front/back of all title paperwork
 - Fees payable by eCheck via State's Portal Provider, \$3 portal fee per title added
 - May request titles to be mailed to owner or held at county treasurer's office for pick up
 - Treasurer's office only responsibility is to print titles where no lien is present




Governor's Executive Order

- Customers may continue to renew registrations via existing avenues provided (online, mail, telephone, or in-office where available)
- If a customer is not able to renew their registration and it expires after March 1st, the registration will continue to be valid until 30 days beyond the date the Governor lifts the emergency declaration
- If a customer has purchased a vehicle and not yet titled or registered the vehicle:
 - In-transits will remain valid until 30 days beyond the date the Governor lifts the emergency declaration



Governor's Executive Order

- All sales tax penalties and interest may be waived for purchases made February 1st or later
 - If a customer has purchased a used vehicle with an out-of-state title and a lien needs to be noted within 30 days of purchase (by either the purchaser or a dealer):
 - The requirement for an inspection may be waived if the local county sheriff has reduced their services
 - If a customer has sold or traded-in a vehicle the 60-day refund and credit periods have been extended to 30 days beyond the date the Governor lifts the emergency declaration
- 

NEBRASKA

DEPARTMENT OF MOTOR VEHICLES

Questions?

DMV Help Desk

402-471-3918

dmv.dvrweb@nebraska.gov

