

# Wise Buys

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*Get Wise...  
Before You Buy*

## Car Buyer's Guide

When buying a used motor vehicle from anyone other than a licensed reputable dealer, be cautious. Here are some wise tips to follow when purchasing a vehicle:

- Check the vehicle identification number (VIN) to ensure it appears the same on the title certificate as it does on the vehicle.
- Check the vehicle's doors and ignition locks to ensure they have not been tampered.
- Check windows for signs of break-ins such as tool marks or chipped glass, windows which do not properly close, or have glass which has been replaced. Check windows for an etched VIN which should match the public VIN.
- Verify the seller's telephone number. Unlisted numbers or pager numbers are difficult to trace should problems arise with the vehicle.
- Determine the reason the vehicle is being sold. Pay attention to the seller's reason for selling. Inconsistencies can indicate illegal sales.
- Check the vehicle's title certificate for evidence of erasures or other signs of tampering. Is the vehicle titled in the seller's name?
- Verify the seller's information on their driver's license to ensure it matches the name on the title certificate. Do the signatures match?
- Verify that the issue date on the title coincides with the seller's reason for disposing of the vehicle.
- Have the vehicle inspected by a reputable mechanic.
- Remember, an advertised price will not include sales tax or tag and title fees. You will be expected to pay these fees to the county tax collector's office at the time ownership is transferred.

### Buying From A Licensed Dealer

When you buy from a licensed Florida Dealer you are protected by Florida's Motor Vehicle Laws. Dealers must follow the laws when they advertise, display, and sell vehicles. You do not get this protection when buying from a private party.

When a licensed dealer places an ad, the advertisement must disclose all charges you are expected to pay, except sales tax, tag and title fees, which the dealer must collect up front from the purchaser. The dealer is required by Florida Law to apply for title and registration, in the name of the purchaser, within 30 calendar days from the date of delivery.

### Used Vehicle Buyer's Guide

If you go to a dealer to purchase a used vehicle, look for a "Buyer's Guide" sticker on the window of each vehicle. The Buyer's Guide, required by the Federal Trade Commission's Used Vehicle Rule, gives you important information and suggestions to consider.

- If the vehicle comes with a warranty and, if so, what specific protection the dealer will provide;
- If the vehicle comes with no warranty ("As Is");
- Ask to have the car inspected by an independent mechanic before you buy;
- Get all promises in writing; and
- What some of the major problems are that may occur in any vehicle.

### Truthful Advertising

Expect ads to say what they mean and mean what they say! An advertised price should include all charges you will pay to buy a car (excluding tax, title and registration fees).

### Warranty Information

**New Vehicle Warranty** - New cars carry a manufacturer's warranty which will vary in months and/or miles. Some dealers offer extended warranties. These warranties are sold either through the manufacturer or insurance company. Warranties that are offered through insurance companies are regulated by the Florida Department of Financial Services. For additional information on these warranties offered by insurance companies, please contact the Florida Department of Financial Services at 1-800-342-2762. Tires, battery, and dealer installed options may have separate warranties that differ in time and mileage. Read any warranties to find out what is covered and for how long, who will honor the warranty, and what you must do to keep it in effect.

**Florida's New Car Lemon Law** - Florida's Lemon Law applies to new or demonstrator vehicles sold or long-term leased in the state. When consumers buy or lease a new or demonstrator motor vehicle, they must receive from the selling dealer or lessor the "Consumer Guide to the Florida Lemon Law". This publication explains consumer rights, gives steps to follow to resolve problems, and contains a toll-free number for the Lemon Law Hotline and a form the consumer can use to notify the manufacturer of chronic defects and time out of service for repair.

To obtain a "Consumer Guide to the Florida Lemon Law", or speak with someone about the Lemon Law, consumers in Florida may call the Lemon Law Hotline at 1-800-321-5366 or 1-850-488-2221 for consumers outside of Florida, between the hours of 8:30am to 4:30pm, Eastern Time.

**Buyer's Guide/Used Car Warranty** - Read the window label (Buyers Guide) to find out if a used car has any dealer warranty or remaining manufacturer's warranty. Ask who will transfer any remaining manufacturer's warranty and who will pay transfer fees.

**"As-Is"** - If you buy a vehicle with no dealer warranty it will be marked "As-Is" on the window sticker (Buyer's Guide). "As-Is" means the dealer is not responsible for repairs the car needs later, even if the car comes with a manufacturer's warranty.

## A Binding Contract

### You Sign, You Buy

Dealers use the "purchase contract" form when selling vehicles. Read and understand the contract before you sign. Once you and the dealer sign the offer, it becomes a binding contract. The dealer cannot raise the price or sell the vehicle to anyone else. You cannot cancel the contract.

The contract should include the following information about your purchase:

- Whether you are buying the car with a warranty or "As-Is".
- Date your vehicle will be delivered.
- Other conditions of sale. Get all promises in writing on the contract.
- Itemized list of all costs including tax, title and registration. **NOTE:** Administrative fees, courier fees, processing fees, handling fees, and get ready fees, often charged by dealers and printed on the buyer's order, are not official fees. They are a profit for the dealer and are negotiable.

### No 3-day Right to Cancel

Many consumers mistakenly believe they have three days to cancel the purchase contract. There is no "cooling off" period under Florida Law.

### Trade-In

Get the price for your trade-in in writing on the contract. The price will not change unless you put more miles on the car than agreed to in the contract, remove parts, or damage it before trading it in. Protect yourself and the next owner of the car by giving accurate information about your trade-in's mileage and how it was used.

## Records of the Sale

You should receive the following documents (or copies) from your dealer at the time of signing.

- Motor Vehicle Purchase Contract
- Odometer Statement from the Dealer
- Window Disclosure Labels or Buyer's Guide
- Warranty or Service Agreement, if applicable
- Finance Contract, if applicable
- Insurance Contract
- Copy of Certification of Pollution Control Devices or Systems
- All Other Documents You Sign



It's wise to save copies of all documents received during your vehicle purchase transaction.

## Tips for Wise Car Buyers

- Carefully read window labels listing vehicle price and condition. Carefully, read the title, odometer statement, and any warranties.
- Test drive the vehicle. The dealer will ask to see your driver license and may have a salesperson ride with you during the test drive.
- Ask about the vehicle's former title history, condition, mileage, and use.
- Have your own mechanical expert inspect the vehicle.
- Protect yourself and the next owner; report the true mileage and use of your trade-in vehicle.
- Get all promises in writing on the contract.
- Read all documents thoroughly before signing to ensure information is correct.
- Do not sign a contract until you are ready to buy. Once you sign it, there is little, if anything, that can be done to cancel it.
- Keep copies of all documents you sign.
- Never sign a blank document. It is a wise practice to enter "N/A" for "not applicable", where appropriate.
- There are several sources of information available to determine the value of your trade-in as well as the value of the vehicle you intend to purchase. They included, but not limited to, Consumer Reports, Kelley Blue Book, and the N.A.D.A. Guide.
- Compare the actual title and registration fees depicted on your registration document to what the dealer actually charged and if you were overcharged, demand a refund from the dealer.
- Consider the use of services that can provide details on the history of the vehicle you intend to purchase.

## For Information or Assistance

The Division of Motorist Services licenses and regulates dealers and helps resolve any disputes concerning vehicle sales and warranty work.

### For Additional Information, Contact:

Department of Highway Safety & Motor Vehicles  
Division of Motorist Services  
2900 Apalachee Parkway MS #64  
Tallahassee, Florida 32399-0500  
Phone Number: (850) 617-3171

### Speakers are Available:

Call (850) 617-3171 to reserve a speaker for your class or meeting.

### Topics Include:

- Wise Car Buying
- Florida's Lemon Law
- Odometer Tampering

It's free! Please allow a four week notice.

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