

[www.BergenPassaicConsumerAffairs.com](http://www.BergenPassaicConsumerAffairs.com)



# Protecting Yourself In The Retail World

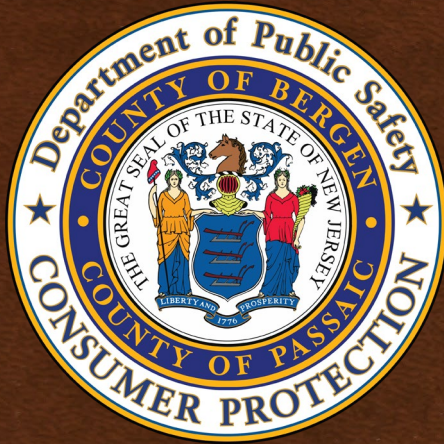
Investigator Denis Niland  
Investigator Brian Downing

201-336-6400

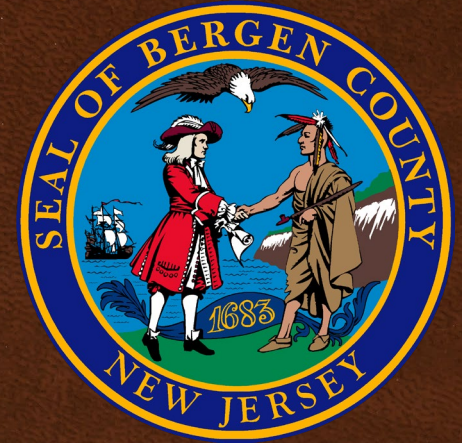
Bergen County Executive  
**James J. Tedesco III**

*Board of County Commissioners*

**Thomas Sullivan - Chairman**  
**Germaine M Ortiz - Vice Chairwoman**  
**Dr. Joan M. Voss - Chair Pro Tempore**  
**Mary J. Amoroso - Commissioner**  
**Rafael Marte - Commissioner**  
**Steven A. Tanelli - Commissioner**  
**Tracy Silna Zur - Commissioner**



This Program is  
Hosted By  
County of Bergen



Director of Law & Public Safety  
**Ralph Rivera, Jr.**  
Director of Consumer Affairs / Consumer  
Protection  
**Christina D'Aloia, Esq.**

County of Bergen  
Department of Public Safety  
Division of Consumer Affairs

Investigations  
Enforcement  
Education - Outreach



2017 - County of Bergen entered into a Share Services Agreement with County of Passaic

# Bergen Passaic Consumer Affairs Unit

All Investigators are trained and certified by NJ Division of Consumer Affairs / NJ Attorney General's Office. Entire support staff attends classes.

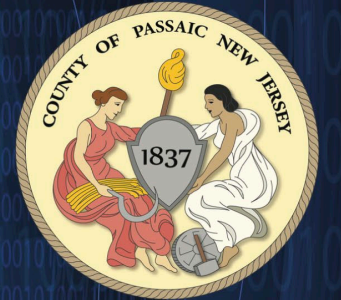
All Investigators are retired Law Enforcement from all levels of government.

Investigators & Staff participate in continuing education and professional organizations.

**DIVISION OF  
CONSUMER AFFAIRS**

**EDUCATION  
INVESTIGATION**

**ENFORCEMENT**





# Enforcement

## Task Force



- Refund Policy
- Jitney Buses
- Pet Stores
- Towing

## Other Agencies we have worked with in the Past

- NJ State Police
- NJ Consumer Affairs
- NJ Motor Vehicle Commercial Bus Unit
- Paramus Police
- Farview Police



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**NORTHJERSEY.COM : NEWS : BUSINESS**

### Bergen County warns merchants to post return policy signs

NOVEMBER 26, 2015 LAST UPDATED: THURSDAY, NOVEMBER 26, 2015, 1:21 AM  
BY JOAN VERDON  
STAFF WRITER | THE RECORD

**Bergen warns 57 stores on return policy**

The owners of 57 stores in Bergen County received warning notices in the past 10 days that they were in violation of a county law requiring them to post signs showing their return policies, the Bergen County Division of Consumer Affairs said Wednesday.

Investigators from the county's consumer protection unit visited 248 stores and issued 57 written warnings. The store owners were required to fix the violation by Wednesday.

The county ordinance requires stores to post a copy of their return policy next to their cash registers, a county spokesman said Wednesday.

The county did not release the names of the stores that were in violation, but the investigators visited Westfield Garden State Plaza, Paramus Park, The Outlets at Bergen Town Center, the Fashion Center, and Lowe's, all in Paramus, as well as The Shops at Riverside in Hackensack, downtown Englewood, and the Kmart shopping center in Westwood.

The spokesman did not know if these warnings had ever been issued before.

merchants throughout the  
to wish to report  
Consumer Protection at

**EYEWITNESS NEWS abc 7**  
abc7NY WABC-TV

SECTIONS TRAFFIC VIDEO New York City New Jersey

### TOYOTATHON IS ON! THE BIGGEST EVENT OF THE YEAR.

7 ON YOUR SIDE  
**LARGEST MALL IN NJ TOWS DOZENS OF EMPLOYEES CARS**

Nina Pineda has 7 On Your Side.

Share on Facebook, Google+, Twitter, Embed

By Nina Pineda

Tuesday, December 22, 2015 04:04PM

PARAMUS, New Jersey (WABC) — 7 On Your Side got an awful from employees who claim they had no idea why they got towed while working their shifts. After hitting roadblocks with mall management we made a big discovery. One that led to Bergen County Consumer Affairs taking action against the largest mall in New Jersey.

"I thought it was stolen," said Stefanie Mastbeth, a mall employee said.

That was Mastbeth's reaction when, after her shift at Michael Kors, her car vanished from the Garden State Plaza parking lot in Paramus.

"I actually have the Onstar app. So we tracked the car and it wasn't in Garden State Plaza," Mastbeth said.

She tracked the car to Hackensack and learned it was towed. She had to pay \$150 to get it back.

"\$150 is nothing to them, but for employees it's a big deal," Mastbeth said.

She was one of 48 mall workers targeted and towed by global retail management giant, Westfield Corp., because the lot she says she's parked in for seven years as a part-time employee is for customers only.

"I didn't know about it until my car was towed," Mastbeth said.

The mall manager says after issuing memos to all store managers, with maps showing employee lots, violators were watched on security cameras then towed.

"I feel completely violated," Mastbeth said.

"It cost me \$100," said Damon Dixon, a minimum wage-earning student and Starbucks barista who also had his car hauled away. Damon says that \$100 tow fee was as much as he earns in two shifts at Starbucks.

Damon, like Stefanie, said he knew nothing about employee parking rules. So 7 On Your Side took a spin around Garden State Plaza and found no warning signs anywhere warning employees could be towed. We pointed that out to mall managers, but Westfield still refused to reimburse tow victims.

A week and half later, there were warning signs everywhere plastered all over the Garden State Plaza parking lot and garages.

"They're everywhere now. There was nothing before," Mastbeth said.

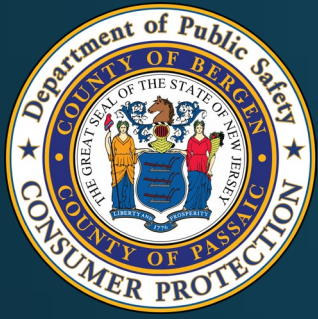
New Jersey's Predatory Towing Act makes it against the law to tow off private property unless signs are posted. Westfield had NO signs warning employees they could be towed, and the new signs it put up after 7 On Your Side got involved are too small, 3 feet by 3 feet is the law. These are only 12" by 18".

"I think they're really cowardly because they're not stepping up," Mastbeth said.

Bergen County Consumer Affairs stepped up, after investigators found Westfield Corp. racked up four violations of the Consumer Fraud Act. Just hours later, Bergen County Executive James Tedesco brokered restitution. Westfield will pay back all 48 mall employees who got towed and will install new signs by Christmas that are compliant with New Jersey consumer law.

Related Topics:  
news 7 On Your Side parking mall Paramus

Share on Facebook, Google+, Twitter



# Programs For Groups & Organizations


- Scams & Frauds – Staying Alert
  - Protecting Yourself in Retail World
  - Protecting Small Business – Scams, Frauds & Breaches
  - Home Improvement
- 
- Kiosk Program – currently Westfield Garden State Plaza
  - Display Tent – Outdoor programs, fairs, educational forums
  - Display Table – Indoor Events
  - NJ Consumer Bowl



# New Jersey Consumer Bowl

Who Can Participate? How many on each team?

- Any New Jersey High School
- Four teams members / one alternate
- Each team is required to have teacher or advisor
- Teacher would obtain Professional Development Credits Students receive a trophy receive Millicent Fenwick Trophy for one year.



2016  
New Jersey High School  
**CONSUMER BOWL**  
DIVISION OF CONSUMER AFFAIRS

Leonia High School was the winning team in the 2016 Bergen County New Jersey Consumer Bowl competition. They got edged out in the Regional Bowl, congratulations Leonia High School on a great Job.

If your Bergen County High School would like to compete, contact our officer prior to November of 2016 for the details.

[Bergen Consumer Bowl 2016 Video Click Here](#)

# www.BergenPassaicConsumerAffairs.com

201-336-6400

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DEPARTMENT OF PUBLIC SAFETY  
COUNTY OF BERGEN - COUNTY OF PASSAIC  
DIVISION OF CONSUMER AFFAIRS

WELCOME  
Consumer Affairs  
Investigation Enforcement  
Outreach

201-336-6400

220 E Ridgewood Avenue, Paramus, NJ 07652

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COUNTY OF BERGEN - COUNTY OF PASSAIC  
DIVISION OF CONSUMER AFFAIRS  
201-336-6400  
220 E Ridgewood Avenue, Paramus, NJ 07652

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ABOUT US

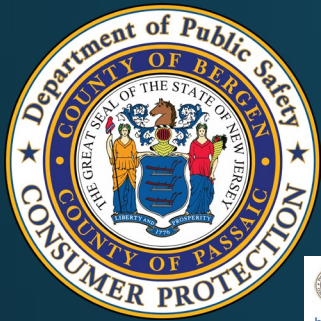
Our Mission  
The Bergen County and Passaic County Office of Consumer Protection is charged with the protection of the public, educating consumers and businesses about their rights and responsibilities, and ensuring that businesses comply with the consumer protection laws of the State of New Jersey. The Bergen County and Passaic County Office of Consumer Protection is located at 220 E Ridgewood Avenue, Paramus, NJ 07652. [Show More](#)

Community Outreach Education Programs  
Free Programs for your Organization, Senior Center or Community  

- Scams & Frauds, Staying Alert
- Protecting Your Home
- Protecting Your Business

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# Bergen County Consumer Affairs Social Media - FaceBook

**Bergen County Consumer Affairs**  
Published by Denis Niland [?] · October 11, 2018 · 🌐  
[https://www.nj.com/.../your\\_jersey\\_license\\_is\\_still\\_valid\\_id...](https://www.nj.com/.../your_jersey_license_is_still_valid_id...)  
Those NJ Consumers that fly should pay attention to this issue. If you don't have a passport and use your NJ Drivers License for ID, you will probably have an issue next year. Don't get left at the terminal.



Facebook page for Bergen County Consumer Affairs. Header: Department of Public Safety, COUNTY OF BERGEN & COUNTY OF PASSAIC, DIVISION OF CONSUMER AFFAIRS, OFFICE OF CONSUMER PROTECTION. Address: Room #202, 220 E Ridgewood Ave, Paramus, NJ 07652. Phone: 201-336-6400. Website: www.BergenPassaicConsumerAffairs.com. Navigation: Home, Posts, Reviews, Videos, Photos, About, Community, Jobs. Create Post, Live, Event, Offer, Job. 5.0 rating based on 5 opinions.

**Bergen County Consumer Affairs**  
Published by Denis Niland [?] · December 17, 2018 · 🌐  
**Holiday Shopping Tips**  
Bergen & Passaic County Consumer Affairs  
Whether you're shopping by phone, mail or online this holiday season, here are a few tips to help you shop wisely and save a few bucks, too...  
See More



**Bergen County Consumer Affairs added 10 new photos to the album: NJ CAMCA meeting held in Bergen County — in Paramus, New Jersey.**  
Published by Denis Niland [?] · March 21 · 🌐  
NJ CAMCA - County & Municipal Consumer Affairs Agencies met in Bergen County Today to discuss Consumer Protection. The Keynote Speaker was NJ Attorney General Gurbir Grewal who spoke of on many issues and ideas that Investigators deal with everyday. The Director of the Northeast Region for the FTC provided great information. NJ Tree experts reviewed laws that address the fly by night tree business. New officers were sworn in, including our director as an officer in CAMCA. Meeting held at Paramus Fire Co3 Weights & Measures and Community Policing units attended

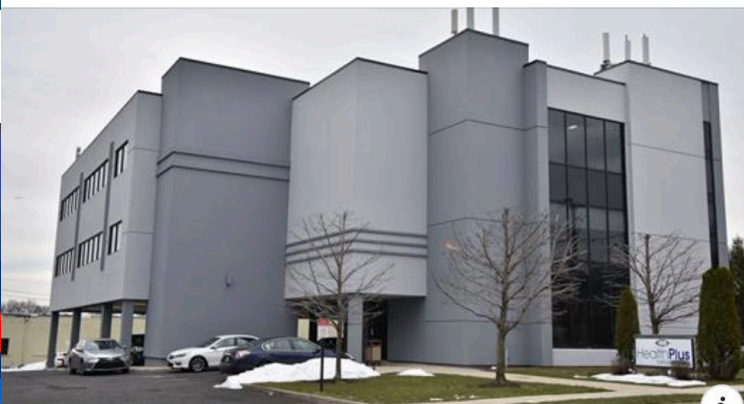
WELCOME C.A.M.C.A. County & Municipal Consumer Agencies KEYNOTE SPEAKER. New Jersey Attorney General Gurbir S. Grewal. Acting Director Paul R. Rodriguez. Director William H. Efron, Federal Trade Commission Northeast Region.

**Bergen County Consumer Affairs**  
Published by Denis Niland [?] · October 4, 2018 · 🌐  
[newjersey.news12.com/.../65-million-pounds-of-beef-rec-...](http://newjersey.news12.com/.../65-million-pounds-of-beef-rec-...)



65 million pounds of beef recalled for possible salmonella contamination

**Bergen County Consumer Affairs**  
Published by Denis Niland [?] · December 27, 2018 · 🌐  
<https://www.northjersey.com/.../patients-possibl.../2408091002/...>



**Patients possibly exposed to HIV, hepatitis at Saddle Brook surgery center**

**Bergen County Consumer Affairs**  
Published by Denis Niland [?] · February 9 · 🌐  
[www.northjersey.com/.../automakers-recall-1-7-million-cars-with-.../](http://www.northjersey.com/.../automakers-recall-1-7-million-cars-with-.../)



**Automakers recall 1.7 million cars with fatal airbags | WTOP**  
Subaru, Tesla, BMW, Volkswagen, Daimler Vans, Mercedes and Ferrari a...

**Bergen County Consumer Affairs**  
Published by Denis Niland [?] · March 19 · 🌐  
<https://www.northjersey.com/.../scam-call-virtua.../3175963002/...>



**The kidnapper calling from his daughter's iPhone demanded money or she would die. It was all a scam.**

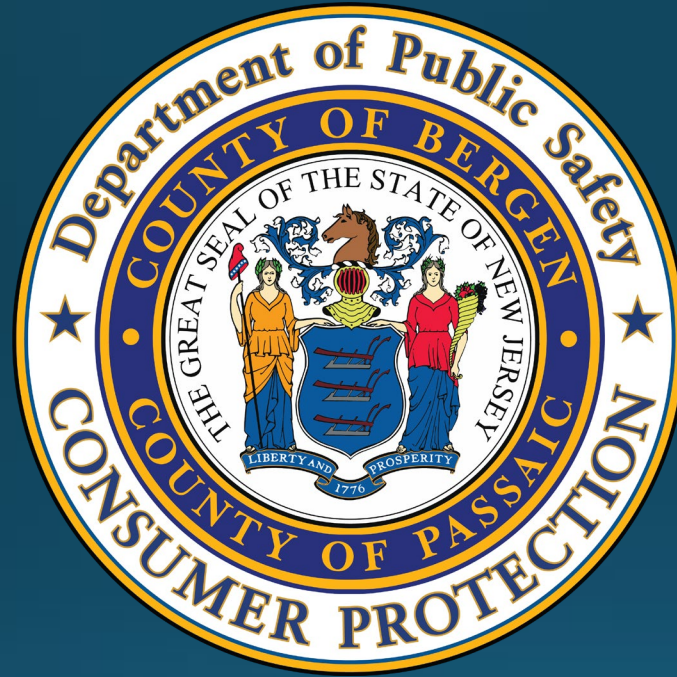
**Bergen County Consumer Affairs**  
Published by Denis Niland [?] · April 6 at 2:42 PM · 🌐  
<https://patch.com/.../scammers-scare-extort-millions-your-agi...>



**Scammers Scare, Extort Millions From Your Aging Parents**  
NJ

**Hijacked Computer: What to Do**  
Can't turn your computer on or off?

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**Cable, Water, Electric, Gas, Phone**

**Banking, Insurance & Real Estate**


**Bureau of Securities**

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Enforcement - Investigate - Educate

**New Jersey State Professional Boards & Committees**


# Boards & Committees

## Professional & Occupational

*consumer brief*

Accountancy, New Jersey State Board of .....	(973) 504-6380
Acupuncture Examining Board .....	(973) 273-8092
Alcohol and Drug Counselor Committee .....	(973) 504-6369
Architects and Engineers, Joint Committee of .....	(973) 504-6385
Architects, New Jersey State Board of .....	(973) 504-6385
Art Therapist Advisory Committee .....	(973) 504-6415
Athletic Training Advisory Committee .....	(973) 504-6414
Audiology and Speech-Language Pathology Advisory Committee .....	(973) 504-6390
Cemetery Board, New Jersey .....	(973) 504-6553
Chiropractic Examiners, State Board of .....	(973) 504-6395
Cosmetology and Hairstyling, New Jersey State Board of .....	(973) 504-6400
Court Reporting, State Board of .....	(973) 504-6490
Counselor Examiners Committee, Professional .....	(973) 504-6582
Dentistry, New Jersey State Board of .....	(973) 504-6405
Electrical Contractors, Board of Examiners of .....	(973) 504-6410
Electrologists Advisory Committee .....	(973) 504-6377
Engineers and Land Surveyors, State Board of Professional .....	(973) 504-6460
Elevator, Escalator, and Moving Walkway Mechanics Licensing Board .....	(973) 504-6033
Fire Alarm, Burglar Alarm and Locksmith Advisory Committee .....	(973) 504-6245
Genetic Counseling Advisory Committee (B.M.E.) .....	(609) 826-7100
Hearing Aid Dispensers Examining Committee .....	(973) 504-6331
Heating, Ventilating, Air Conditioning and Refrigeration Contractors, State Board of Examiners of .....	(973) 504-6250
Home Inspection Advisory Committee .....	(973) 504-6233
Interior Design Examination and Evaluation Committee .....	(973) 504-6385
Marriage and Family Therapy Examiners, State Board of .....	(973) 504-6415
Massage and Bodywork Therapy, New Jersey Board of .....	(973) 504-6493
Medical Examiners, State Board of (B.M.E.) .....	(609) 826-7100
Medical Practitioner Review Panel .....	(609) 826-7100
Midwifery Liaison Committee (B.M.E.) .....	(973) 273-8009
Mortuary Science of New Jersey, State Board of .....	(973) 504-6425
Nursing, New Jersey Board of .....	(973) 504-6430
Occupational Therapy Advisory Council .....	(973) 504-6570
Ophthalmic Dispensers and Ophthalmic Technicians, State Board of Examiners of .....	(973) 504-6435
Optometrists, New Jersey State Board of .....	(973) 504-6440
Orthotics and Prosthetics Board of Examiners .....	(973) 504-6445
Perfusionists Advisory Committee .....	(973) 504-6378
Pharmacy, Board of .....	(973) 504-6450
Physical Therapy Examiners, State Board of .....	(973) 504-6455
Physician Assistant Advisory Committee .....	(973) 504-6590
Planners, State Board of Professional .....	(973) 504-6465
Plumbers, State Board of Examiners of Master .....	(973) 504-6420
Polysomnography, State Board of .....	(973) 273-8093
Psychoanalysts Advisory Committee, Certified .....	(973) 504-6479
Psychological Examiners, State Board of .....	(973) 504-6470
Real Estate Appraiser Board, State .....	(973) 504-6460
Respiratory Care, State Board of .....	(973) 504-6485
Social Work Examiners, State Board of .....	(973) 504-6495
Veterinary Medical Examiners, State Board of .....	(973) 504-6500

**800-242-5846 • New Jersey Division of Consumer Affairs**  
[www.NJConsumerAffairs.gov](http://www.NJConsumerAffairs.gov)



boards-and-committees • Revised 06/08/11



# Consumer Complaint

**Any Violation of the  
Consumer Fraud Act**

**Laws & Regulations**

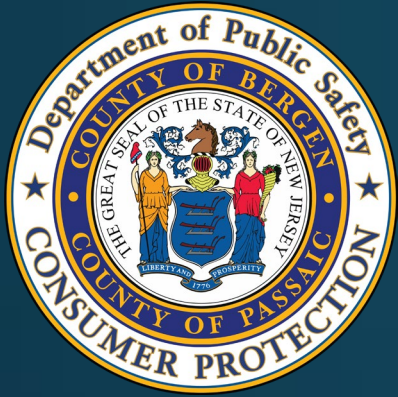
**Bergen & Passaic  
County Only**

## **Types of Complaints**

- Vehicle Sales & Warranty Issues
- Vehicle Repairs, Leases
- Home Improvement Contractor
- Furniture Sales & Delivery
- Retail Fraud
- Advertising, Disclosure Issues
- Health Clubs
- Sale of Animals
- Towing



**Jurisdiction is Where the Business is located**



# Consumer Complaint

Complainant calls Consumer Affairs  
Call taker will ask you questions

Jurisdiction is  
Where the  
Business is located

Consumer Fraud  
VS  
Customer Dispute



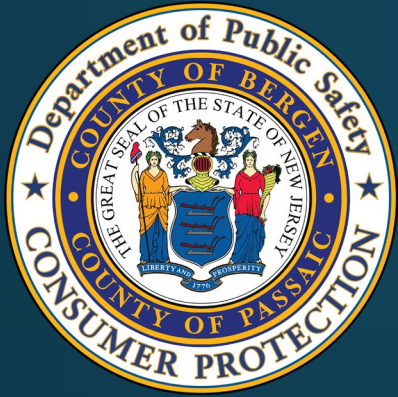
Civil  
VS  
Criminal



Civil  
Court

Violation of the Consumer Law - Fines  
VS.  
Restitution – Refund

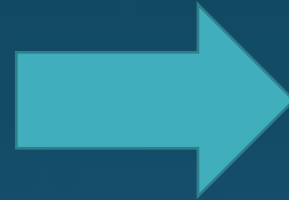




# Consumer Complaint

Complainant calls Consumer Affairs  
Call taker will ask you questions

The more help from  
the Consumer, the  
better it is for the case



TIP: Less Protection wire  
transfers and cash

Log – Timeline  
Names  
Photos  
Bills - Receipts  
Documents  
More Protection  
with credit card



# Protecting Yourself In The Retail World



# Payment

56:8-2.33

## Discrimination against cash-paying consumers

A person selling or offering for sale goods or services at retail shall not require buyer to pay using credit or prohibit cash as payment

Retail shall include any retail transaction conducted in person and exclude any telephone, mail or internet-based transaction.

### Several Exemptions

Airports goods & services (must have two places open with cash)

Parking facility owned by municipality, parking authority or 3<sup>rd</sup> party

Parking that uses mobile app

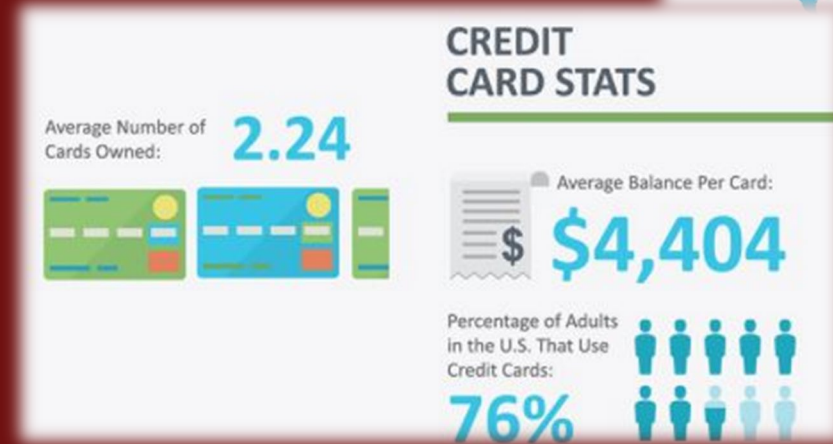
Companies in business renting motor vehicles





# Convenience or Surcharge Fees Must be Disclosed

- Posting of a clear and conspicuous sign in the customer service area (point of entry, point of sale and if a restaurant, on menu)
- The seller must provide clear and conspicuous electronic notice on, homepage, mobile application, electronic kiosk prior to processing a credit card transaction.
- If a seller is processing a credit card payment for a transaction that will occur over the telephone, must advise the consumer verbally before the transaction.



They run debit as credit with no pin





# Retail Sales – Posting of Signs Refund Policy

Every retail mercantile establishment shall conspicuously post its refund policy as to all merchandise on a sign in at least one of the following locations;

- Attached to the item
- Affixed to each cash register or point of sale, or so situated as to be clearly visible to the buyer from the cash register, or
- Posted at each store entrance used by public



# Retail Sales – Posting of Signs

## Signs; exceptions



A retail mercantile establishment violating any provision of this act shall be liable to the buyer, for up to 20 days from the date of purchase, for a cash refund for cash purchase or a credit, at the buyers option provided that the merchandise has not been used or damaged by the

- If you sign a contract, you must be given a copy at the agreement
- Rain check policy has to be posted, like the refund policy
- Business can't use assumed name or misrepresented location
- Fines maybe enhance for violations against Senior Citizens and person with a disability



# Retail Sales – Tags

## Merchandise Tags



**It shall be an unlawful practice for any person to sell or offer for sale any merchandise at retail unless the total selling price of such merchandise is plainly marked by a stamp, tag, label or sign either affixed to the merchandise or located at the point where the merchandise is offered for sale..**



# Retail Sales – Gift Cards

27.5 Billion Purchased  
Each Year  
(2020 – ABC News)

## Gift Cards – Gift Certificates

**In no case shall a Gift Card or Gift Certificate expire within 24 months immediately following the date of sale**

**No dormancy fee shall be charged against a Gift Card or Gift Certificate within 24 months**

**Dormancy Fee charged against a Gift Card or Gift Certificate as permitted shall not exceed 2.00 per month**

Written notice in at least 10 point font

on Gift Card, Certificate, and on sales receipt and

Must have a telephone number to call and check the status of card



**Bank Cards Exempt**



# Gift Cards

## Several Exemptions:

- A store valued card that is not purchased but is provided in lieu of a refund for returned merchandise.
- Store card that was donated or sold below face value for a non-profit.
- Stored value card that can be redeemed at multiple merchants, that are not under common ownership or control, but not limited to network-branded stored value cards
- Bank cards



# Gift Cards

Use caution purchasing Gift Cards  
Sealed packaging is safer

Never purchase gift cards  
To pay people or companies



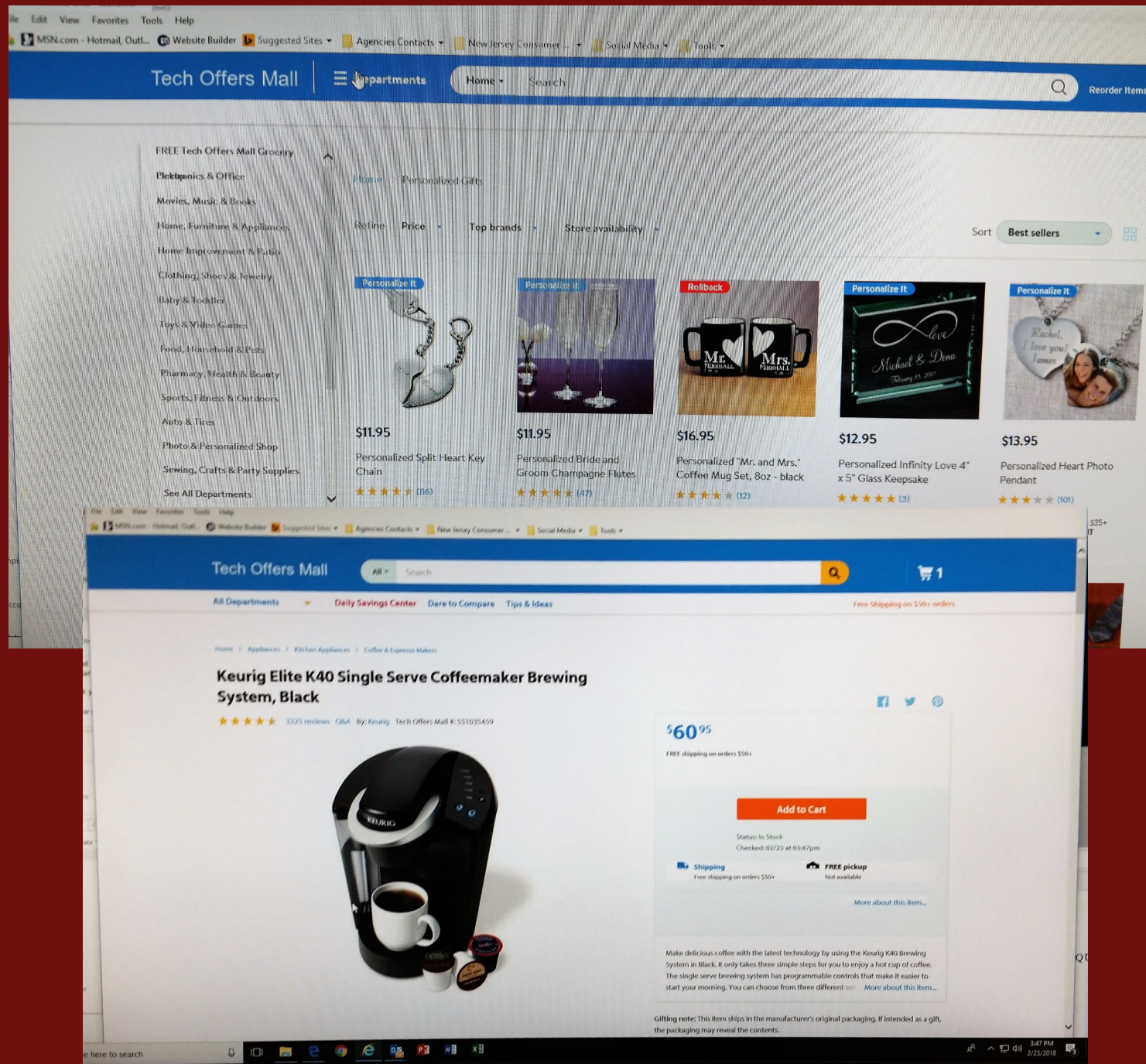
# Retail Sales – Online

# Beware

# Fake

# Websites Products

Use Caution buying online!  
Do research, check ratings,  
and check the reviews about  
the company, if you haven't  
purchased from them prior



# Internet Shopping



## Always Check Shipping Cost Delivery Date

### Dynarex 2201 Medical Surgical Face Masks (Pack of 50)

★★★★☆ 421 ratings

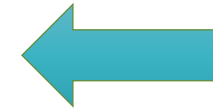
1 other option

sorted by price + delivery: low to high

Filter ▾

\$10<sup>99</sup>

+ \$369.98 shipping  
Arrives: **March 3 - 10**



Add to Cart

The screenshot shows the Amazon product page for 'WensLTD 50 Pcs Disposable Face Masks, 4 Layer Activated Carbon Mask Breathable Dust Filter Masks Mouth Cover Mask'. The product is listed by 'WensLTD\_'. It has a price of \$3.00, plus \$69.00 shipping and a \$4.77 estimated tax. The delivery condition is 'New'. The page also shows a 'Lowest offer for each' section and a disclaimer at the bottom.

MeowInc.

MeowInc.

★★★★★ (15 ratings)

100% positive

# 369.98 Shipping



# INTERNET SHOPPING IMPOSTER SCAMS

Check Domain

# Buy from reputable websites

2,799.00

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Sponsored · 🌐

🌟 Customized for mature men! We sell all kinds of high quality cameras with great discounts, place your order now!

RF100-500mm f/4.5-7.1L

FREDAME.COM  
⚡ Flash Sale!  
⚡ Free Shipping!

Shop Now

Fake Ads

Search our store

**UTLUU** English 🇺🇸 USD 🛒

Home HAT 📄 Musical tee Cartoon tee NBA tee

Get a 20% discount automatically for orders over 10 pieces

Home > Canon EOS R6 Full-Frame Mirrorless Camera + RF24-105mm F4 L is USM Lens Kit

Canon EOS R6 Full-Frame Mirrorless Camera + RF24-105mm F4 L is USM Lens Kit  
\$799.00 ~~\$1,499.99~~

and save 10% off  
and save 15% off  
and save 20% off

Add to Cart  
Buy it now  
Pay Later

Share  
f t p

2,499.00



# Retail Sales – Online

# Fake

- Ads
- Endorsements
- Websites
- Products

# Beware

Unauthorized  
Celebrity  
Endorsements

Unauthorized  
Logo & Trademarks  
Endorsements



# Retail Sales - Furniture

## Furniture Companies

Date of delivery must be on contract with the store, if they don't deliver by the date listed the consumer has some options.

When furniture comes check for damage everywhere, furniture often comes damage.

Any purchase over \$100 Dollars must have a contract.





# Retail Sales - Furniture

## Furniture Companies

If an item in the store is being Sold for "As Is" then the seller is within the law, if the store refuses to issue any refund or allow a return of the item.

The Seller can not use words like "nonrefundable", "All Sales Final", "No Cancellations" on the sales ticket or contract.

Watch for Words Like reconditioned, refurbished that appear on the ticket.

Advertisements must clearly state, beginning and ending dates on a sale, indicate the original price and state if assembly is required. If the item has been on sale for 60 days, it can no longer be on sale price.

Used, reconditioned Mattresses must have a tag 2 ½ X 3 inches attached



Size of furniture is responsibility of Consumer



# Retail Sales – Pet Facts

- Know Your Rights Statement must be posted.
- New Jersey has no price regulations.
- If you purchase a pet out of state, NJ regulations don't apply.
- Every Animal Must have a cage card.
- Refund Policy must be posted.



## CAGE CARD SAMPLE

**BREED:** Beagle - **COLOR:** Tan & White  
**SEX:** Female - **MICRO CHIP #:** 12345  
**DOB:** 08/21/2017/ - **AGE:** 5 weeks  
**POB:** Pacific, NW  
**Veterinarian:** Minnie K. Mouse  
1313 Mocking Bird Lane Gotham City, SW 01234  
**Initial Examination Date:** 08/25/2017  
**Breeder:** Sponge Bob  
2020 Atlantic Drive Pacific, NW 56789  
[Spongie123@wet.com](mailto:Spongie123@wet.com) - USDA Lic#: 00-A-00000  
**Broker:** Wilma Flintstone  
321 Somewhere Drive Anytown, RH 65498  
[Dino321@quarry.com](mailto:Dino321@quarry.com) - USDA Lic#: 00-B-00000

**Price: \$1500.00**

## Know Your Rights

The sale of dogs and cats is subject to a regulation of the New Jersey Division of Consumer Affairs. Read your animal history and health certificate, the Statement of New Jersey Law Governing the Sale of Dogs and Cats and your Contract. In the event of a complaint you may contact:

Division of Consumer Affairs  
Post Office Box 45025  
124 Halsey Street  
Newark, New Jersey 07101  
(973) 504-6200





# Retail Sales – Pets

Pet is a  
Dog or Cat  
only,  
by law

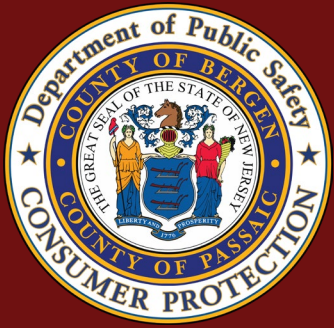


If at anytime within 14 days after the sale and delivery of an animal to a consumer, the animal becomes sick or dies and a veterinarian certifies, within the 14 days after date of purchase of the animal by the consumer, the animal is unfit for purchase due to a non-congenital cause or condition, or that the animal died from causes other than an accident the consumer will be entitled to recourse in this section

If an animal was examined more than 14 days before it is purchased, the pet must be re-examined within 3 days of delivery to the consumer (unless the consumer declines the re-examination in writing).



**Election  
Of  
Options**



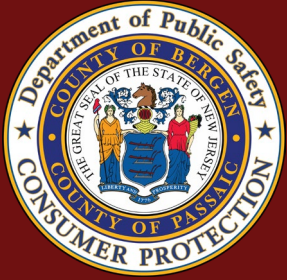
# Retail Sales Unfitness of Animal



## For Animal - Alive

### Election Of Options

- 1) Return the Animal, Refund of purchase price, sales tax plus reimbursement of the veterinary fees incurred prior to the date I received veterinarian's certification of unfitness. **Veterinarian's fees shall not exceed twice the purchase price including sales tax.**
- 2) Retention of the animal and reimbursement for the veterinary fees incurred prior to the date I received my veterinarian's certification of unfitness, plus the future cost to be incurred in curing or attempting to cure my animal. **Veterinarian's fees shall not exceed twice the purchase price including sales tax.**
- 3) Return the animal and receive an animal of my choice, or equivalent value, plus veterinary fees incurred prior to the date I received veterinarian's certification of unfitness. Veterinarian's fees shall not exceed twice the purchase price including sales tax.



# Unfitness of Animal

For Deceased animal

Election  
Of  
Options

- 1) Refund the purchase price, including sales tax, of the animal plus, reimbursement of the veterinary fees prior to death of the animal. Veterinarian's fees shall not to exceed twice the purchase price including sales tax.
- 2) Receive animal of my choice, of equivalent value, plus reimbursement of veterinary fees incurred prior to death of animal. Veterinarian's fees shall not exceed twice the purchase price including sales tax

## VETERINARY CERTIFICATION OF UNFITNESS

Date of certification: \_\_\_\_\_

Animal's name: \_\_\_\_\_

Owner's name: \_\_\_\_\_

Owner's address: \_\_\_\_\_  
\_\_\_\_\_

Animal: Species \_\_\_\_\_ Breed \_\_\_\_\_

Color: \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_

Date(s) and findings of examination(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the reason(s) given above, I hereby certify this animal to be unfit for purchase.

Attached to this certification is an itemized statement of the veterinary fees incurred as of this date.  
(Please check one)

It is estimated that it will cost \$ \_\_\_\_\_ to cure or attempt to cure this animal.

Animal's date of death \_\_\_\_\_ Probable cause of death \_\_\_\_\_

\_\_\_\_\_  
Name of veterinarian (please print)

\_\_\_\_\_  
Signature of veterinarian

\_\_\_\_\_  
Address of veterinarian

\_\_\_\_\_  
Date

**NOTE:** Upon receipt of this certification from the veterinarian, the consumer may report the sickness or death of the animal and the pet shop where the animal was purchased to the local health authority with jurisdiction over the municipality where the pet shop is located, and to the Director of the Division of Consumer Affairs in the Department of Law and Public Safety. The consumer shall provide a copy of this certification with any such report. The Director shall forward to the appropriate local health authority a copy of any such report the Division receives. The local health authority shall record the report and retain the records of any such report and documentation submitted by a consumer.

# State of Emergency

New Jersey Governor Must Declare the State of Emergency

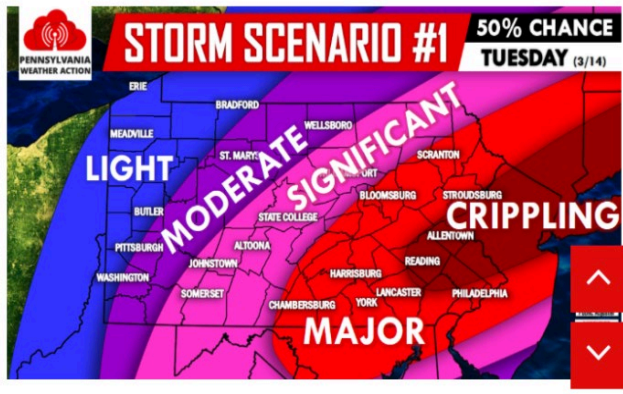
## SCENARIOS FOR TUESDAY'S POTENTIALLY CRIPPLING WINTER STORM

Major Winter Storm

Winter Weather

March 10,

2017



### State Of Emergency Declared In Bergen County

18 to 24 inches of snow is forecast to blanket North Jersey...

[Read more](#)

Community Corner



No more than 10 percent higher than the price at which merchandise was sold during the normal course of business prior to the state of emergency.



# Predatory Towing

Unattended cars can not be towed from private parking lots unless

- There is a sign 36" by 36" Posted at entrances
- Times when parking is permitted
- Posted that unauthorized vehicles will be towed
- Contact Information of the Towing Company, charges and when vehicle can be redeemed
- NJ Consumer Affairs Telephone Number

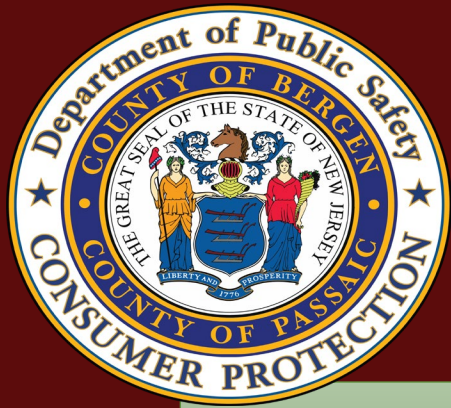




# Retail Sales – Health Club

- Every Contract Must be in writing and a copy given to consumer
- First page must show the buyer's total obligation for services
- Consumer has Right to cancel by the third operating day at midnight
- Shall not obligate the Consumer for more than three years
- Upon disability or death, the contract may have cancellation, minus up to 10% with notice in writing to the address.
- Health Club may not and charge more than 25% of contract prior to opening
- 40% of square footage dedicated, must registered maintain bond
- All monies must be paid on cancelled contract and must be refunded within 30 days of written cancellation notice.(registered or certified mail or personally
- delivered.





# Public Movers & Warehouse Act

No Broker is allowed to operate in New Jersey

Estimator should visit home and document the site and situation in writing  
Consumer should be given a fully complete copy of the contract to review  
Order for Service is given 24 hours before the move  
Bill of Lading given on delivery also listing the fees / should have no tax

Should be a decal on drivers door with license number  
Name, address, date of move should be on contract with registration number

## Two types of Contracts

### Binding

Everything described in contract  
Price is what is written

### Non-binding

Price should not change more 10%





# Travel



Read and understand your documents

- Before you Book
- Before you sign
- “Operator / Participant Contract”

## Airlines & Cruises:

### Know what your rights are before traveling

- Stay away from high pressure sales
- Don't be pressured into making an uninformed decision
- Learn travel vocabulary (blackout dates, subject to availability)
- Obtain contact number to verify travel arrangements
- Always check for updates
- Keep records, get names, phone numbers (phone and hard copy)
- Check reviews, verify, verify, verify

Charter Flights can be cheaper  
But if you have connecting flights  
Use caution

If you lose luggage on charter, the  
question is who is responsible?  
Charter or airport, who is to blame?

Check with homeowners or renters  
insurance to see if your covered for  
losses when outside your home.

Complaints for public charters: [www.dot.gov/airconsumer](http://www.dot.gov/airconsumer)

U.S. Department of Transportation 855-368-4200



# Travel

## Airlines & Cruises: Know what your rights are before traveling

Will you get full refund if you cancel?

What if the cruise line or airline cancels?

Will you get points back?

How long are points good ?

What if you test positive for Covid before or during trip?

What if you need medical treatment on the trip?

What does travel insurance cover?

Can they take you anywhere they want?

What happens if they are delayed or won't let us get off ship?

What if I miss the ship or plane?

What if I don't have or lose my credentials?

Read and understand your documents

- Before you Book
- Before you sign

Will I have to Quarantine when I arrive at my destination?  
And for how long?  
What are consequences if I don't?



[www.BergenPassaicConsumerAffairs.com](http://www.BergenPassaicConsumerAffairs.com)

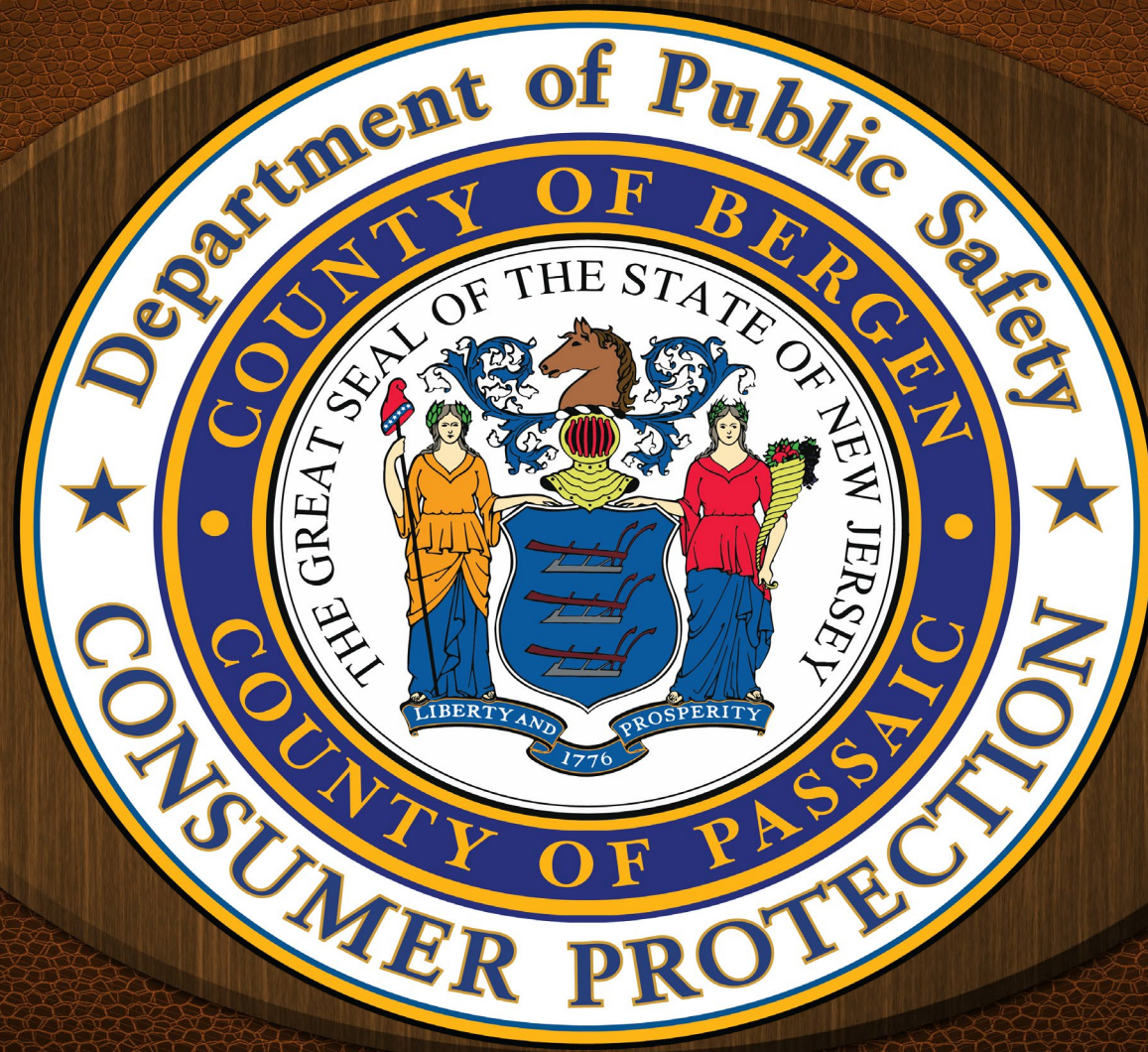


# Protecting Yourself In The Retail World

Investigator Denis Niland  
Investigator Brian Downing

201-336-6400

# Home Improvement



# Home Improvement Contractors



“If you think hiring a pro is expensive wait till you hire an amateur.”



-Red Adair





# Home Improvement Contractors



General Contractor	Painter
Pool Installation	Tile / Counter Installations
Roofing / Gutter	Patio / Walkways
Driveway Paving / Pavers	Decks / Fences
Garage Door Repair	Heaters / Water Softeners Systems
Window Replacement	Landscaper Installer
Chimney	Waterproofing
Carpet / Floor installation	Fire & Security Protection Devices
Siding	Cabinets



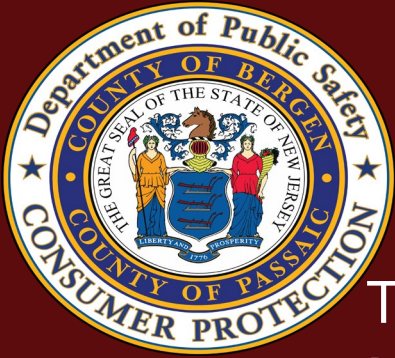
Only Applies to Existing Dwellings



# Home Improvement Contractors



Along with the contract, the Home Improvement, the Contractor must give a copy of his Commercial Liability Insurance, with the brokers phone number



# Home Improvement Contractors

- The Contractor must be registered with NJ Consumer Affairs.
- Must be a written contract for all work over \$500.
- must list time period or start finish date.
- must include Total Costs including financing.
- must state all warranties and guarantees.
- Must have HIC registration number.
- Must have Company Name, address, phone.
- Must be signed by contractor and consumer.
- Must have the telephone number of NJ Consumer Affairs.
- Must contain written statement of any verbal guarantees.



Along with the contract, the Home Improvement Contractor must give a copy of his Commercial Liability Insurance, with the brokers phone number

# Home Improvement Contractors



**CONSTRUCTION PERMIT NOTICE**

Block \_\_\_\_\_ Lot \_\_\_\_\_ Qualification Code \_\_\_\_\_

Work Site Location: \_\_\_\_\_

AUTHORIZED FOR:

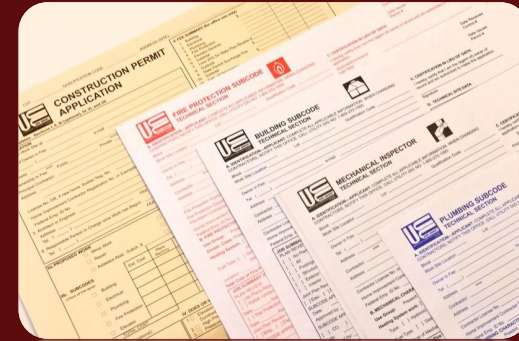
<input type="checkbox"/> BUILDING	<input type="checkbox"/> ELECTRICAL
<input type="checkbox"/> PLUMBING	<input type="checkbox"/> FIRE PROTECTION
<input type="checkbox"/> ELEVATOR DEVICES	<input type="checkbox"/> DEMOLITION
<input type="checkbox"/> OTHER _____	

Description of Work: \_\_\_\_\_

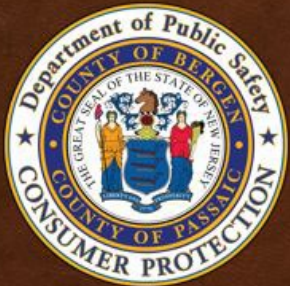
This notice shall be posted conspicuously at the work site and shall remain so until issuance of a certificate of occupancy.

U.C.C. F140  
(rev. 3/03)

Displayed in your window



Permits with inspections  
Help to protect your project



**N.J. DIVISION OF  
CONSUMER AFFAIRS RULE:  
N.J.A.C. 13:45A - 16.2(a)10.ii**

FOR INSPECTION ON CONSTRUCTION PERMITS FOR:  
BUILDING  
ELECTRIC  
PLUMBING  
FIRE PROTECTION  
OR  
ELEVATOR

**FINAL PAYMENT TO THE CONTRACTOR  
IS NOT REQUIRED TO BE MADE  
BEFORE A FINAL INSPECTION  
IS PERFORMED.**



# CONTRACTS

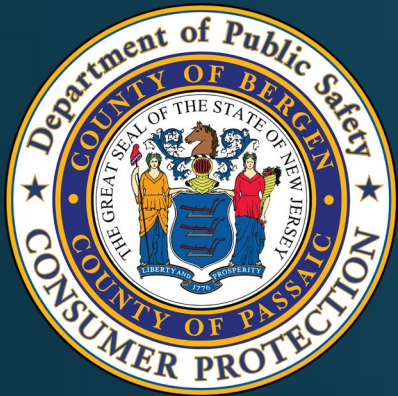
## Tips

Do research on the company, check reviews online  
Compare prices for same job, same materials  
Contact references  
Check if they have a license and insurance and supply proof day contract being signed  
Verify – Verify - Verify

**Read Everything in the Contract,  
Don't Rush**

Than Read again  
Till you understand your documents  
If needed have a friend or family read it  
Before you sign

Travel  
Home Improvement  
Solar Panels  
Vehicle Lease  
Entertainment  
Catering Hall  
New Driveway  
Alarm System  
Any contract



# Read the Contract

## Always Read the entire contract

### Home Improvement

Must be registered

Must give a copy of insurance

Must give start finish date

Must list warranty(s)

Description of the job

Three-day cancellation option

Do research always!

**Silver Driveways Inc.**  
Phone (201) 585-5061 Fax (201) 944-6374  
1600 Parker Ave. #30E, Fort Lee, N.J. 07024  
Contractor registration # 13VH04484300

Name: Elma Siemon Date: 6/17/19  
Address: 170 Spring Valley Rd. Phone: \_\_\_\_\_  
Paramus NJ 07652 Fax: \_\_\_\_\_

**Contract / Job Proposal**

**RIP UP AND REPLACE EXISTING DRIVEWAY**  
Excavate existing driveway and cart away debris.  
Re-grade area and add quarry processed or R.C.A. stone if necessary.  
Pave with 2" hot FABC asphalt. \$ 10,000-

**INSTALL** \_\_\_\_\_ sq. ft.  **EXPAND DRIVEWAY** 37 sq. ft.  
Excavate area. Add 4-6" quarry processed or R.C.A. stone.  
Pave with 2" hot FABC asphalt. \$ 200-

**RESURFACE DRIVEWAY**  
Level low areas. Pave with 2" hot FABC asphalt. \$ \_\_\_\_\_

**DRIVEWAY BORDERS** \_\_\_\_\_ linear feet  
 Belgium block with footing  Railroad ties 6"x6"  Recessed brick pavers \$ \_\_\_\_\_

**RETAINING WALL** \_\_\_\_\_ linear feet  
 Interlocking wall system  Poured concrete  Cinder block  Other \$ 2,000-  
*(floor wall at drive)*

**INTERLOCKING BRICK PAVEMENT STONES**  
 Driveway \_\_\_\_\_ sq. ft.  Walkway \_\_\_\_\_ sq. ft.  Patio/Other \_\_\_\_\_ sq. ft. \$ 2,875-

**CONCRETE**  
All concrete is 4000 PSI 4" in depth unless otherwise stated.  
 Town sidewalk \_\_\_\_\_ sq. ft.  Apron (6") \_\_\_\_\_ sq. ft.  Curb \_\_\_\_\_ sq. ft. \$ 3,150-  
*(One side) (drapped curb over side)*

**OTHER** Brick paver patio front deck with semi-circle \$ 2,625-  
Drain pipe across drain with schedule 40 PVC pipes \$ 500-

We propose to furnish material and labor in accordance with specifications for the sum of: \$ 18,150 - 21,300-

NOTES: - 50% cash Paid deposit \$6,000 6/26/19 J.S.  
cash

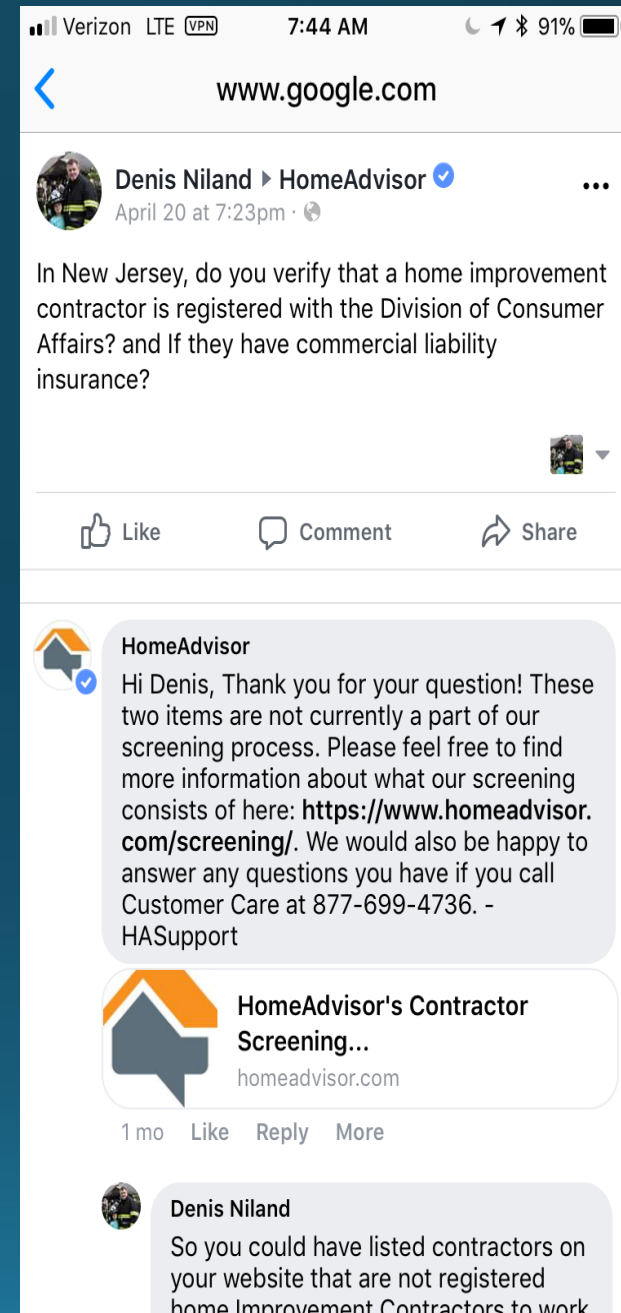
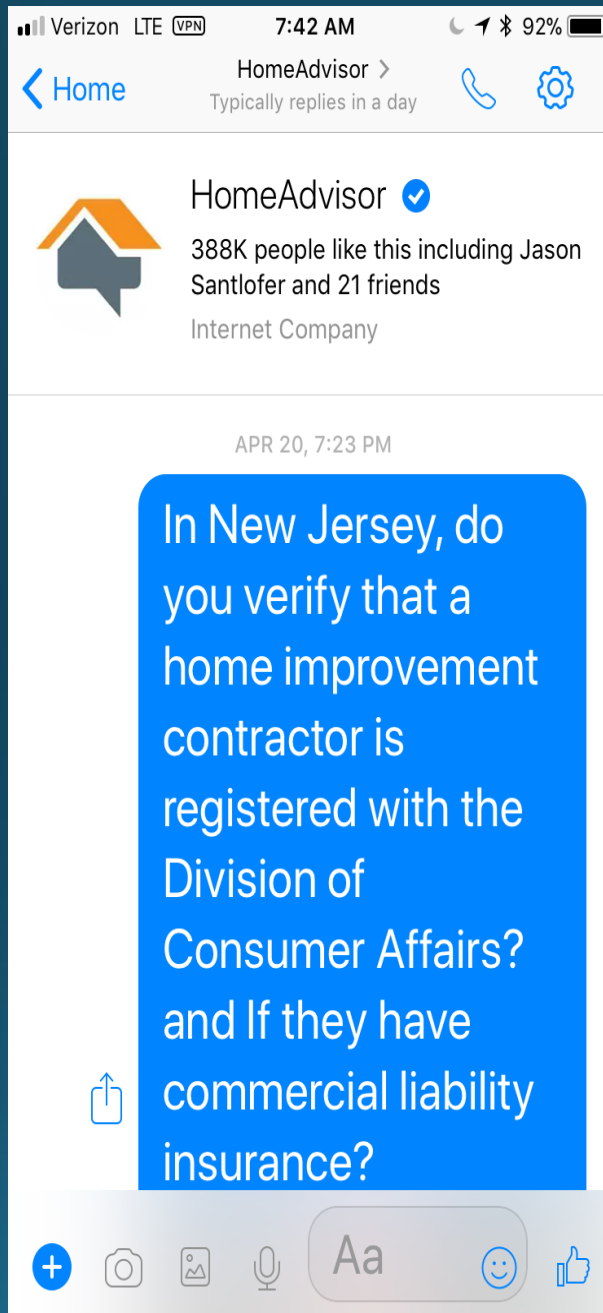
All materials and workmanship are guaranteed to be as specified for a period of one year. All figures are before compaction. Any alteration to the above estimate will incur additional costs. Silver Driveways Inc. is not responsible for water pockets on paving jobs where there is less than 3/8" per linear foot pick. We will not be liable for any unmarked water, gas, cable, telephone utilities, electrical lines, drains and drain pipes, oil fill caps, pipe extensions, and sprinkler systems that are damaged previous to or while excavating in the designated work area. We are not responsible for oil, gasoline, or power steering marks. We are not responsible for damage to sidewalks or aprons in designated work areas. Additional fees will be applied if multiple layers of asphalt are discovered upon excavation. One third deposit required with balance due upon completion unless otherwise stated. Customer responsible for any necessary permits. Silver Driveways Inc. will pick up permits for \$75.00 plus the cost of permits. You may cancel this contract at any time before midnight of the third business day after receiving a copy of this contract. If you wish to cancel this contract, you must either: 1. Send a signed and dated written notice of cancellation by registered mail, return receipt requested; or 2. Personally deliver a signed and dated written notice of cancellation to: Silver Driveways Inc. 1600 Parker Ave. #30E Fort Lee, N.J. 07024 (201) 585-5061. If you cancel this contract within the three-day period, you are entitled to a full refund of your money. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice. The above prices, specifications and conditions are satisfactory. You are authorized to do so as specified.



← Added 6,000 to job



# Use Multiple Sources to Verify, Verify, Verify



# Home Improvement Contractors

Never  
Drop  
Your  
Guard



## Research & Verify & Verify



Angie's list.

A screenshot of the newjersey.mylicense.com website. The page is titled "Verification" and "Pages - Home". It features the Department of Law & Public Safety, Division of Consumer Affairs logo. The main content is a "Search for a Person License" form. Below the form, there are instructions: "To improve search accuracy" and a list of bullet points: "Select a profession and/or licensee type.", "Enter any combination of a first name, a last name, license number, and a city.", and "You do not need to spell the names or city in full but you must use at least 2 characters for any search option used." and "If you are uncertain of the spelling or if abbreviation is possible, try a partial word." The form fields include "Profession", "License Type", "First/Mid Name", "Last Name", "License Number", and "City".

Google+ Local



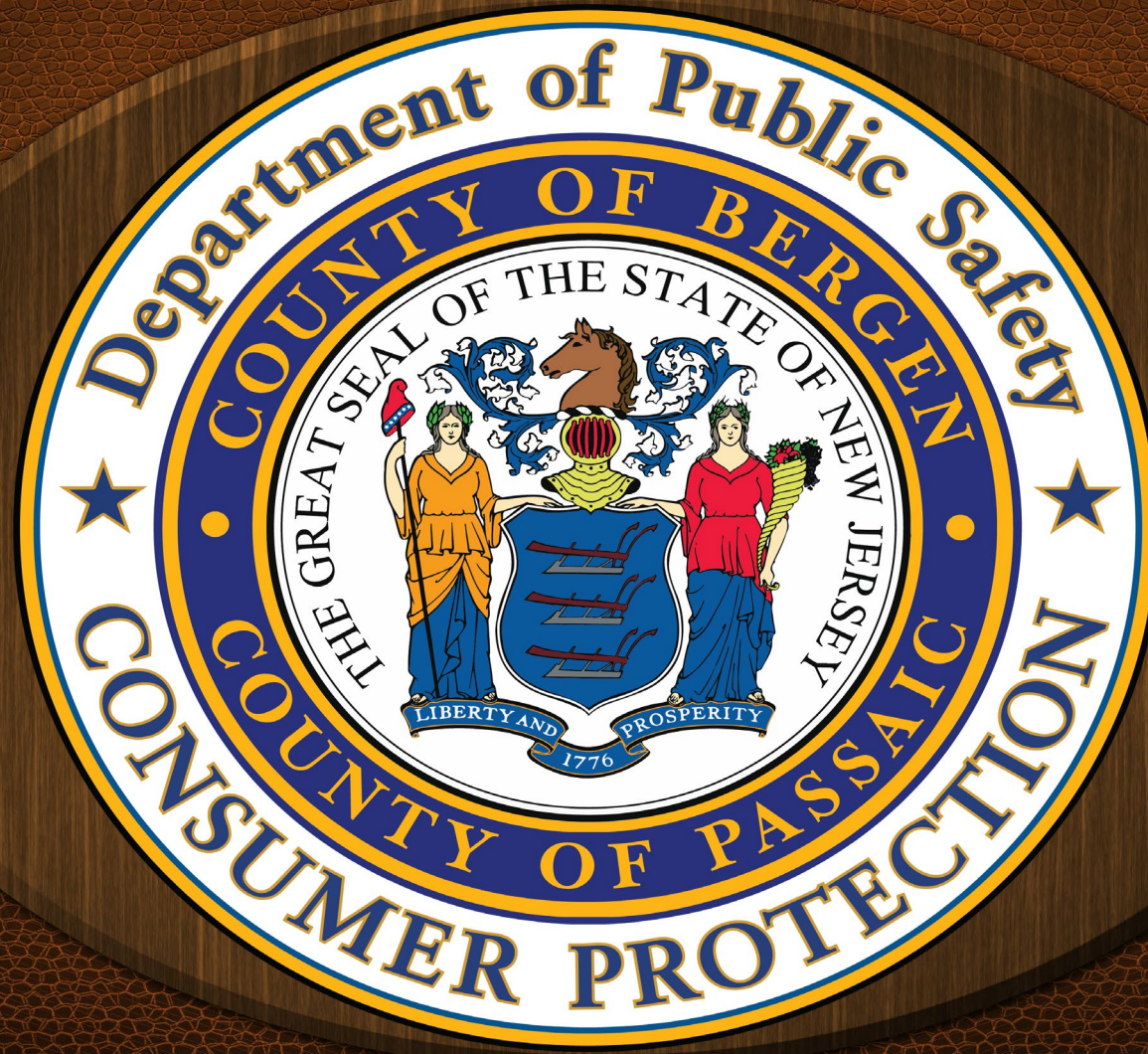
Expert • Independent • Nonprofit  
**ConsumerReports.org**

CONSUMERS' CHECKBOOK



Start With Trust®

# Vehicles



Purchasing  
Leasing  
Lemon Law  
Repairs

# Auto Leasing

Subchapter 28 13:45A-28.8

## Waiver

I have been advised that under the New Jersey Consumer Protection Leasing Act, N.J.S.A. 56:12-60 et seq.

I am entitled to review the lease contract for one 24 hour Business Day before signing.

If you sign the waiver, you give up your rights.



# Do you choose to give up your right?

# Auto Leasing

## Waiver

Subchapter 28 13:45A-28.8



### APPENDIX B-31 - MOTOR VEHICLE LEASING

#### SUBCHAPTER 28. MOTOR VEHICLE LEASING

13:45A-28.1 through 13:45A-28.7 (Reserved).  
13:45A-28.8 Right to review contract.

#### SUBCHAPTER 28. MOTOR VEHICLE LEASING

13:45A-28.1 through 13:45A-28.7 (Reserved)

#### 13:45A-28.8 Right to review contract

(a)-(c) (Reserved)  
(d) A lessee may waive his or her right to review the contract under N.J.S.A. 56:12-67b(1) provided the lessee obtains a waiver from the lessor which appears in 12-point Times Roman print (except for the document title "WAIVER" which shall appear in 14-point Times Roman print) and contains the following:

#### WAIVER

I HAVE BEEN ADVISED THAT UNDER THE NEW JERSEY CONSUMER PROTECTION LEASING ACT, N.J.S.A. 56:12-60 et seq., I AM ENTITLED TO REVIEW THE LEASE CONTRACT FOR ONE 24-HOUR BUSINESS DAY BEFORE SIGNING. I CHOOSE TO WAIVE THAT RIGHT AND SIGN THE LEASE NOW.

LESSEE'S (CONSUMER'S)  
INITIALS

LESSOR'S (DEALER'S)  
INITIALS

CO-LESSEE'S INITIALS

VEHICLE: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
VIN Number \_\_\_\_\_

THE LESSOR (DEALER) HAS REVIEWED THE FOLLOWING ELEMENTS OF THE LEASE DISCLOSURE WITH ME:

\$ _____ MSRP (New Vehicle Only)	\$ _____ Acquisition Fee
\$ _____ Total Cost of Options and Extras Not Included in MSRP	\$ _____ Security Deposit
\$ _____ Title and Registration Fees for: _____ First Year of Lease, or _____ Full Term of Lease	\$ _____ Optional Warranty or Insurance Charge
\$ _____ Gross Capitalized Cost of Vehicle	It has been explained to me that if I terminate this lease early, I may have to pay significant costs.
\$ _____ Capitalized Cost	

13:45A-28.8

\$2

Reduction, includes:	
\$ _____ Initial Cash Payment	(Lessee's and Lessor's Initials)
\$ _____ Trade-in Credit	
\$ _____ Rebates	
\$ _____ Total Capitalized Cost/Adjusted Capitalized Cost	Excess Wear and Damage Charges have been explained to me.
\$ _____ Residual Value	(Lessee's and Lessor's Initials)
\$ _____ Per Mile Over _____ Miles	
\$ _____ Amount of Periodic Payment	(For leases with purchase option): How I may purchase this vehicle at the end of the lease has been explained to me.
_____ Total Number of Periodic Payments	
\$ _____ Total Fixed Cost of Lease (No Option to Purchase Vehicle) or	(Lessee's and Lessor's Initials)
\$ _____ Total Cost of Lease (With Option to Purchase)	

I UNDERSTAND THAT THIS IS A LEASE AGREEMENT AND NOT A PURCHASE AGREEMENT, THAT THE PROPERTY BEING LEASED MAY NOT HAVE ANY EQUITY OR OWNERSHIP VALUE TO ME AT THE END OF THE LEASE AND THAT THE LEASED PROPERTY BELONGS TO THE LESSOR.

Dated \_\_\_\_\_

\_\_\_\_\_  
Lessee's (Consumer's) Signature

\_\_\_\_\_  
Co-Lessee's Signature

\_\_\_\_\_  
Lessor's Signature

1. The waiver shall be completed in full without any blank spaces to be filled in after the waiver has been signed by the lessee. Any item which is inapplicable may be marked "not applicable" or "NA".

2. The waiver shall be retained by the lessor for the duration of the lease and a copy shall be given to the lessee upon signing.

3. A copy of the waiver shall be provided to the Division of Consumer Affairs upon request.

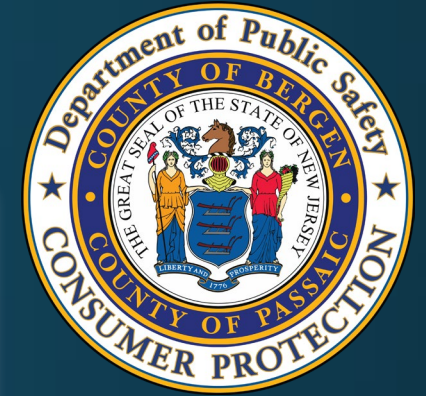
Administrative correction. See: 28 N.J.R. 1860(a).  
Amended by R.2012 d.016, effective January 17, 2012. See: 43 N.J.R. 1130(a), 44 N.J.R. 166(b).  
Section was "Credit check of lessee; right to review contract".

Must be Completed  
in full without any  
blank spaces.

Must be retained by  
lessor for duration of  
lease and a copy  
upon signing to  
lessee.

Copy shall be  
provided to Division  
of Consumer Affairs  
upon request.

# Auto Purchase Pre-owned



Manufacturer Responsible



Sold "As Is"



All Used Vehicle Sales – Dealer's Obligation  
Acknowledging you understand what your signing



Waiver of Dealer  
Obligation (used vehicle)



PATRIOT SALES REP. DACOSTA, JOAO C  
MODEL SERIAL NO. 1 C 4 N J R B B 2 H D 1 5 0 9 2 8

**IF A NEW VEHICLE SALE OR LEASE...**  
The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by dealer.

**IF USED VEHICLE SALE OR LEASE-CHECK APPROPRIATE BOX**  
 This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.

**OR**  
 The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

**ALL USED VEHICLE SALES-DEALER'S OBLIGATION**  
The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price (if a sale) to the customer in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.

04 / 11 / 2018  
Date Customer's Signature

**WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)**  
The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1995, Chpt. 373).

04 / 11 / 2018  
Date Customer's Signature

**TRADE-IN DESCRIPTION AND ALLOWANCE**  
Year 2004 Make NISSAN Model QUEST  
Serial No. 5N1RV28U44N327602 Mileage





# Auto Purchase – Pre-owned

If you don't sign the waiver of dealers obligation, the dealer is responsible.

Then the vehicle must pass inspection within the first 14 Days.

When going for Motor Vehicle Inspection  
There must be an expired inspection sticker  
Or  
No Inspection Sticker

## DEALER'S OBLIGATION

The laws of New Jersey require all Motor Vehicle Dealers to make all necessary repairs without charge, or to return the full purchase price to a purchaser in the event that a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards.

The undersigned, prior to entering into a contract to purchase, hereby acknowledges the seller's responsibilities and agrees to have the used vehicle inspected within \_\_\_\_\_ days from the date of delivery of such vehicle.

Date \_\_\_\_\_ Signature of Purchaser \_\_\_\_\_

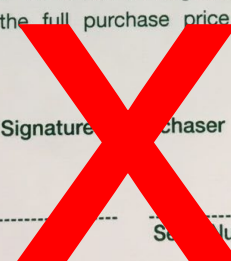
## WAIVER OF DEALER OBLIGATIONS

The laws of New Jersey require all Motor Vehicle Dealers to make all necessary repairs without charge, or to return the full purchase price to a purchaser in the event that a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards.

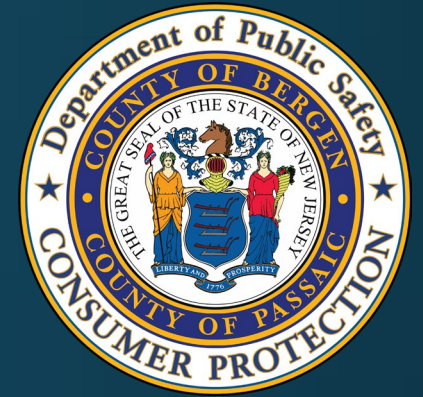
The undersigned, prior to entering into a contract to purchase a used vehicle, having read and understood the above obligations, does hereby WAIVE AND RELEASE the dealer's obligation to make repairs without charge or to return the full purchase price if the used vehicle fails inspection.

Date \_\_\_\_\_ Signature \_\_\_\_\_ Purchaser \_\_\_\_\_

Make and Model \_\_\_\_\_ Serial Number \_\_\_\_\_



# Auto Purchase – Pre-owned



**CERTIFICATE OF TITLE**

1992 BUI CEN 4 DR.

20.00 03-20-2004 31974 A

State of New Jersey  
MOTOR VEHICLE COMMISSION

VOID IF ALTERED

**ODOMETER DISCLOSURE STATEMENT AND STATEMENT OF SELLER**

**NOTE: FEDERAL LAW** requires that you state the mileage upon transfer of ownership. Failure to complete this disclosure or providing false information may result in fines and/or imprisonment.

I/We state that the odometer now reads \_\_\_\_\_ (do not show tenths of a mile) and to the best of my/our knowledge that reflects the actual mileage of the vehicle described on the reverse side of this Certificate of Ownership, unless one of the following statements is checked:

(1) I/We hereby certify that to the best of my/our knowledge the odometer has exceeded its mechanical limits and the reading started again at zero.

(2) **WARNING - ODOMETER DISCREPANCY** - I/We hereby certify that the odometer reading is NOT the actual mileage, and should not be relied upon for accuracy.

**NOTE:** New Jersey statute provides that anyone who knowingly or willfully misrepresents the description of a vehicle or makes a false statement in any title papers; forges, changes or counterfeits a part of title papers; or uses title papers on or for the wrong motor vehicle is guilty of a misdemeanor.

I/We hereby assign and Warrant Certificate of Ownership of the vehicle described on the front of this Certificate of Ownership subject to the following lien(s) or encumbrance(s), if any, and none other were further certify the accuracy of the sale price and mileage as specified below.

Buyer's Name (Print) \_\_\_\_\_ Driver Lic. # \_\_\_\_\_  
 Buyer's Address \_\_\_\_\_ Corpcode # \_\_\_\_\_  
 Sales Tax Exemption # \_\_\_\_\_

Co-Buyer's Name (Print) \_\_\_\_\_ Driver Lic. # \_\_\_\_\_  
 Co-Buyer's Address \_\_\_\_\_ Corpcode # \_\_\_\_\_

Lienholder's Name (Print) \_\_\_\_\_ Driver Lic. # \_\_\_\_\_  
 Lienholder's Address \_\_\_\_\_ Corpcode # \_\_\_\_\_

Seller's Name (Print) \_\_\_\_\_ Date of Sale \_\_\_\_\_  
 Seller's Address \_\_\_\_\_ Sale Price \$ \_\_\_\_\_  
 Sales Tax Paid \$ \_\_\_\_\_

**SELLER SIGN HERE**

Seller's Signature X \_\_\_\_\_ Seller's Signature X \_\_\_\_\_  
 Seller's Name (Hand Print) \_\_\_\_\_ Seller's Name (Hand Print) \_\_\_\_\_  
 Date of Odometer Statement \_\_\_\_\_

**STATEMENT OF BUYER**

I/We, the undersigned, hereby certify that the motor vehicle described on the reverse side of this Certificate of Ownership was purchased by me/us and I/We have compared the vehicle identification number shown on this certificate with that of the motor vehicle purchased and found that they agree in every particular.

**NOTE:** R.S.39:10-11 requires that this certificate after assignment be presented to the Division of Motor Vehicles within ten days. Failure to do so will result in a penalty of \$25 which will be in addition to the filing fee for a new Certificate of Ownership.

**BUYER SIGN HERE**

Buyer's Signature X \_\_\_\_\_ Buyer's Signature X \_\_\_\_\_  
 Buyer's Name (Hand Print) \_\_\_\_\_ Buyer's Name (Hand Print) \_\_\_\_\_

ALTERATIONS OR ERASURES WILL VOID THIS CERTIFICATE

Dealerships sometimes Don't have title when the vehicle is sold, Ask to see it

Only Sign One Loan Application

Ask to See Title

# Auto Purchase

Purchased online



Purchase Price – 29,000



# Auto Purchase

Beware!

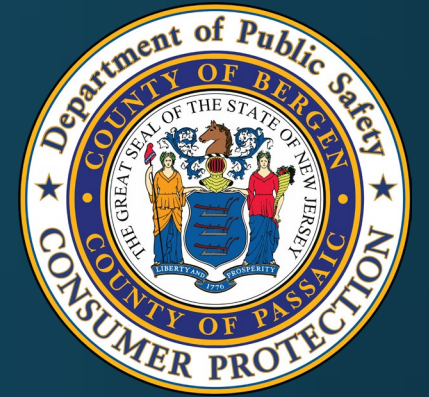


Purchased online



Purchase Price – 29,000

# Auto Purchase



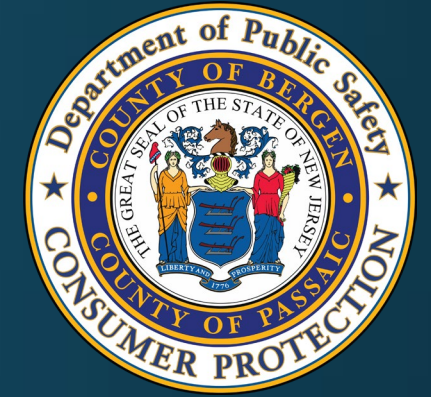
## AS IS - NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.

## WARRANTY

Checking As Is = No Protection





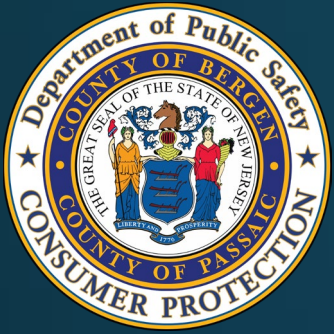
# Auto Purchase – Pre-owned

Must be inspected by consumer, when you get regular plates and registration. (14 Days to get inspection)

Current inspection stickers won't be inspected by DMV

If vehicle fails inspection and consumer didn't sign waiver, the dealer must repair the vehicle. (just inspection items)

This is only for vehicles purchased and registered in NJ



# Auto Repair

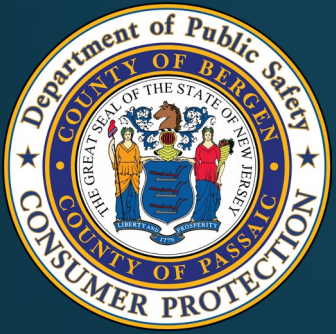
## Checking In

Providing the customer with a written estimated price to complete a specific repair, quoted in the terms of not to exceed figure. They must note the odometer reading.

Specific authorization from the customer, signed by the customer, which states the nature of the repair requested or problem presented and the odometer reading of the vehicle.

Provide a customer with a copy of any receipt or document signed by him, when he signs it.



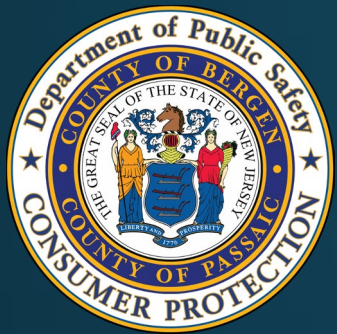


# Auto Repair Shop



Failure to post in a conspicuous place a sign informing the customer that the automotive repair dealer is obligated to provide a written estimate when the customer physically presents his motor vehicle to the automotive repair dealer during normal working hours

If the dealer makes a diagnostic examination, the dealer has the right to furnish such estimate within a reasonable period of time thereafter, and to charge the customer for the cost of the diagnosis.



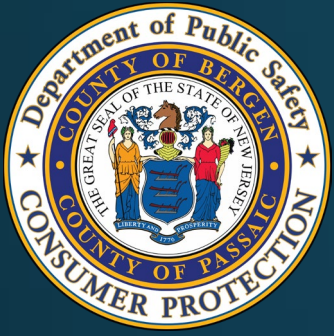
# Auto Repair

## Parts



## Request to review or see parts must be made at time of check in

Failure to return replaced parts to the customer at the time of completion of the work provided that the customer, before work is commenced, requests such return, and provided that the parts by virtue of their size, weight and other similar factors are not impractical to return. Those parts that are sold on an exchange basis, and those required to be returned by the automotive repair dealer to the manufacturer or distributor are exempt from provisions of this section

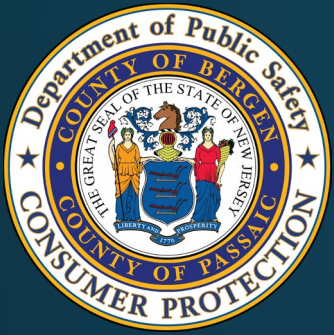


# Auto Repair

## Checking In

Making deceptive or misleading statements or false promises of a character likely to influence, persuade or induce a customer to authorize the repair. Service or maintenance of motor vehicle.





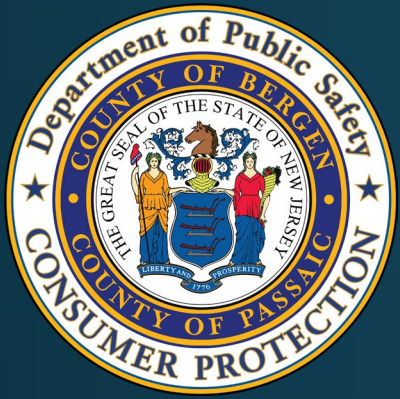
# Auto Repair

## Picking Up Vehicle

Must state on invoice whether any new rebuilt, reconditioned or used parts were supplied

Must deliver with the invoice a written copy of all guarantees, itemizing the parts, components and labor represented to be covered by such guaranty or document that all parts are covered and what must be done by the claimant before the guarantor will fulfill its obligation.





# Auto Repair

## After Hours Procedure

If the customer's vehicle is presented to the repair dealer during other than normal working hours or by one other than the customer, oral authorization from the customer to proceed with the requested repair or problem presented, evidenced by a notation on the repair order and/or invoice of the repairs requested or problem presented, date, time, name of person granting such authorization, and the telephone number, if any at which said person was contacted.



(5)

# Auto Repair

## After Hours

If the customer waives his right to a written estimate in a written statement, signed by the customer, obtaining from the customer oral approval of estimated price of repairs, evidenced by a notation on the repair order or invoice of the estimated price of repairs, date, time name of person approving such estimate, and the telephone number, if any, at which such person was contacted

# Auto Lemon Law

Created in 1989



## New Vehicle

Terms of Protection      2 years/ 24,000 miles

Purchased, Leased or Registered

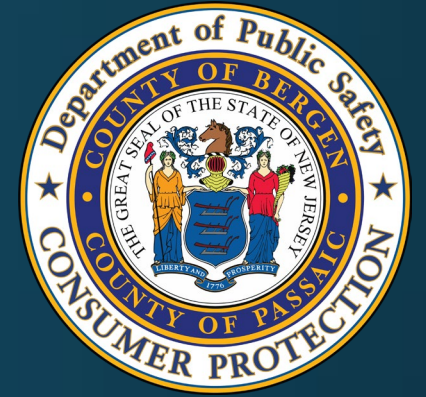
Passenger Car  
SUV  
Fire Truck  
Ambulance

RV - Motorized  
Motorcycle  
Police Car



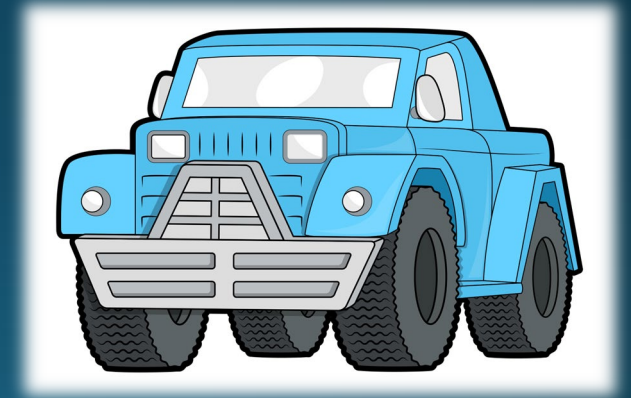
# Auto Lemon Law

Created in 1989



## New Vehicle vs Used Vehicle

	New	Used
Purchased	Yes	Yes
Leased	Yes	No
Motorcycles	Yes	No
Motor Homes	Yes	No
Emergency	Yes	No
Commercial	No	No



# Auto Lemon Law

Created in 1989

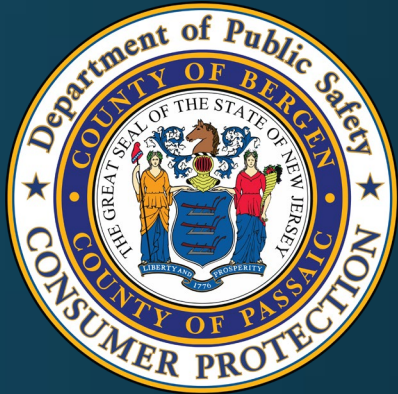


Certified Letter Required by Consumer  
To Manufacturer

Sent after 2 Attempts to repair or 20 Days out of service  
Defect must still exist and substantially impair the use, Value or Safety

Sent after one Attempt for Serious Safety Defect  
Likely to cause death or serious bodily injury

Lemon Branding – Vins posted on DCA Website



# Auto Lemon Law

Created in 1989

## Pre-Owned - Used Vehicles Covered

30 Day / 1000 miles	60K-100K
60 Day / 2,000 miles	24K-60K
90 Day / 3,000 miles	24K or less

- Vehicles sold for less than \$3,000 - not covered
- 7 Model years or older - not covered
- Must never be declared a total loss by Insurance Company
- More than 100,000 miles not covered
- Vehicles sold "As Is" not covered
- Vehicles not purchased from a dealer not covered

**Not Covered**



Engine, Transmission, Front & Rear Wheel Drive

# Auto Lemon Law

Created in 1989



## Used Vehicles Covered

Defect Must Still Exist and Substantially Impair the Use, Value or Safety

Only Covers

Engine, Transmission, Front & Rear Wheel Drive

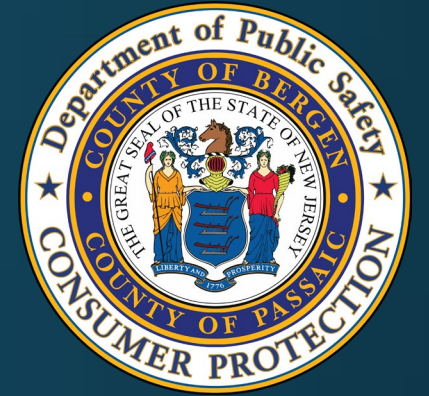
Certified Letter – Not Required

Lemon Branding – Not Required

“L” on title means it was branded a lemon prior

# Wheelchair Lemon Law

Motorized Wheel Chair & Power Scooters  
(used primarily for indoor use)



Term of Protection

One Year Warranty Period

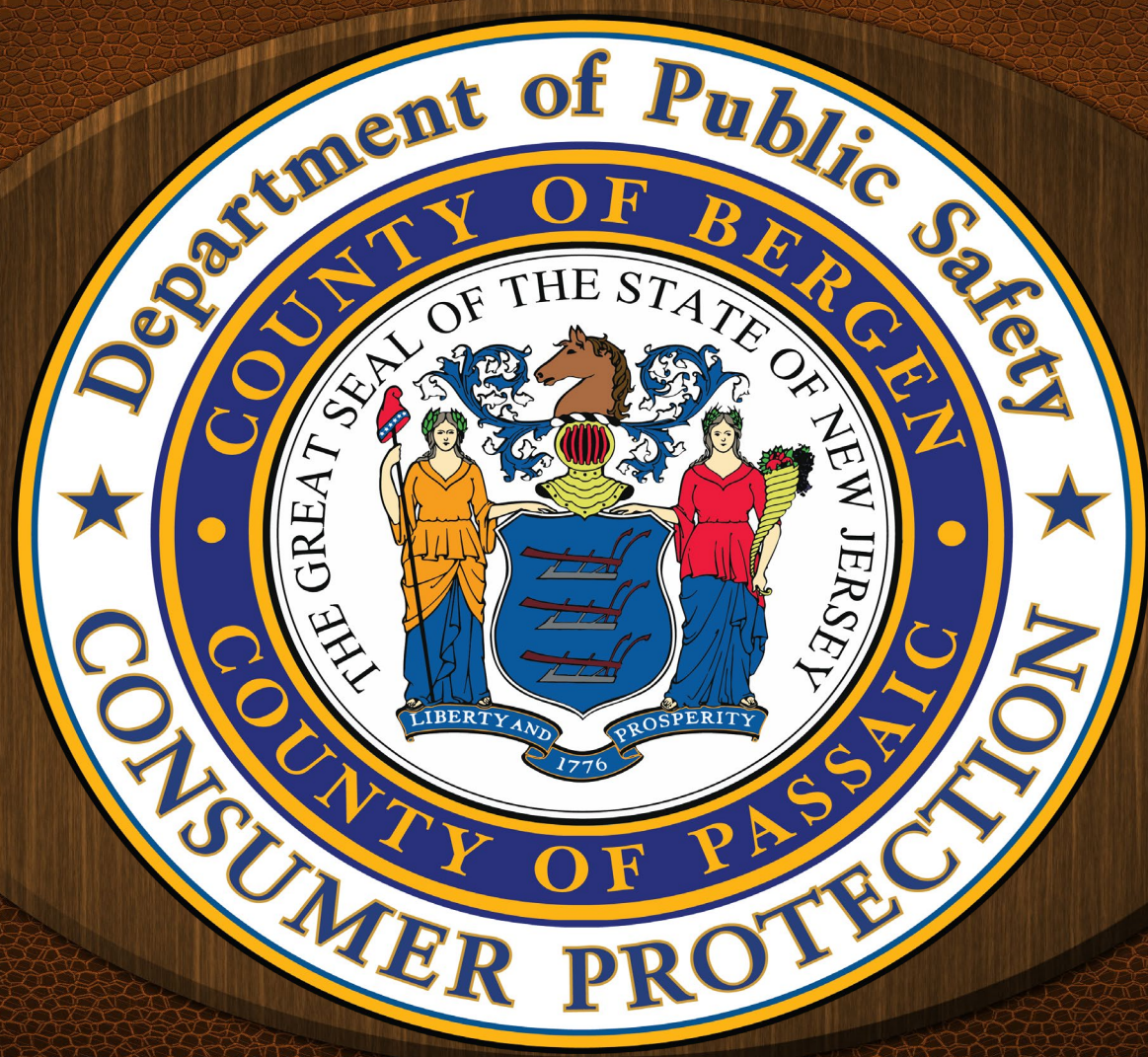
Defect must substantially impair the USE,  
VALUE or SAFETY

Repairs Attempts

3 Attempts or 20 Days Out of Service

Letter to Dealer / Manufacturer each Repair Attempt






Drive Safe



Home HAT Musical tee Cartoon tee NBA tee


Get a 20% discount automatically for orders over 10 pieces

**\$79.99** ~~\$1,499.99~~ **On Sale**




Canon EOS SD Mark IV Full Frame Digital SLR Camera Body  
**\$79.99** ~~\$1,499.99~~

**\$79.99** ~~\$1,499.99~~ **On Sale**




Canon EOS-1D X Mark III Body  
**\$79.99** ~~\$1,499.99~~

**\$79.99** ~~\$1,199.99~~ **On Sale**



Canon EF 16-35mm f/2.8L II USM Zoom Lens for Canon EF Cameras  
**\$79.99** ~~\$1,199.99~~

**\$79.99** ~~\$1,499.99~~ **On Sale**




Sony Alpha a6400 Mirrorless Camera: Compact APS-C Interchangeable Lens Digital Camera with Real-Time Eye Auto Focus, 4K Video, Flip Screen & 18-135mm Lens - E Mount Compatible Cameras - ILCE-6400M/B  
**\$79.99** ~~\$1,499.99~~

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ive Safe



# Retail Sales – Product Assembly

Must Be Assembled

It shall be unlawful practice for a person to advertise merchandise for sale accompanied by a picture or illustration of the merchandise in an assembled condition when it is intended to be sold unassembled.

Must be Assembled



# Contracts

## Tips

- Do research on the company, check reviews online
- Compare prices for same job, same materials
- Contact references
- Check if they have a license and insurance and supply proof day contract being signed
- Verify – Verify - Verify

## Read Everything in the Contract, Don't Rush

- Than Read again
- Till you understand your documents
- If needed have a friend or family read it
- Before you sign

- Home Improvement
- Solar Panels
- Vehicle Lease
- Entertainment
- Catering Hall
- New Driveway
- Alarm System
- Any contract