



# Automobile Dealers Association of Indiana, Inc.

## BULLETIN

Bulletin #1303 – November 8, 2013

### NEW CONSENT NEEDED TO CALL AND TEXT CONSUMERS

On October 16, 2013, new Federal Communication Commission regulations went into effect that govern your ability to contact your customers via telephone, fax and text. There is also some protective steps you should take with regard to internet leads, particularly those supplied by third party marketers. You should know that:

1. All prior consents that a customer may have given to you, which allowed you to contact them, now need to be redone. A sample website consent has been proposed as follows:

I hereby consent to receive auto dials and/or pre-recorded telemarketing calls from or on behalf of \_\_\_\_\_ (insert dealership name) at the telephone number provided above, including my wireless number, if applicable. I understand that consent is not a condition to purchase. This consent will last for a period of five (5) years unless revoked by me in writing.

\_\_\_\_\_  
Customer

2. With regard to telephone contacts for service customers, including texts to cell phones, consents are now required. Sample language that could be printed or rubber stamped on the repair order or buyers order would be as follows:

The undersigned customer of \_\_\_\_\_ (insert name of dealership) hereby consents to receiving telephone calls, including auto dial calls and text messages relative to sales and service matters at the telephone number provided above, including my wireless number, if applicable. This consent will last for a period of five (5) years unless revoked by me in writing.

\_\_\_\_\_  
Customer

3. The customer may e-sign these consents.
4. The dealership should keep a separate log with copies of all the consents. Additional copies may be kept in the customers deal jacket, electronic or in the customers service records.
5. You should require indemnification from third party providers that they will indemnify you from any violations of the Telephone Consumer Protection Act. The indemnification should go to damages, attorney fees and costs to defend. These provisions should be in their contract.
6. Prior to October of 2013, if you had a prior business relationship with an individual, these sorts of calls were exempted. That is no longer the case. Also note that purely informational calls, for example, a call to a customer telling them their vehicle is ready to be picked up, also require consent.

For further information please contact Marty Murphy, ADAI EVP, at 317-635-1441, Ron Smith at 317-684-5179, Jeff Halbert at 317-684-5247 or Joel Naqle at 317-684-5203, of Bose McKinney & Evans.