

# Capture the Magic

A BTA West District Event

## MAGICAL PROCEDURES FOR SUCCESSFUL DEALERSHIPS

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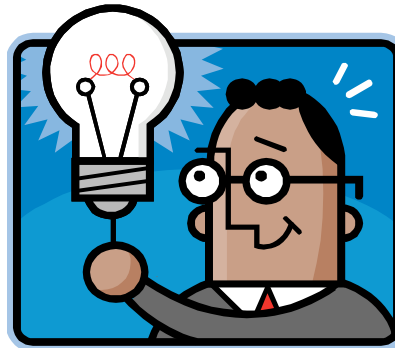
## MAGICAL GPS GUIDANCE

Goldberg's Points for Success



## THE MAGIC OF PLANNING

- **Mission & Vision**
- **Business Plan**
- **Succession Plan**
- **Estate Plan**

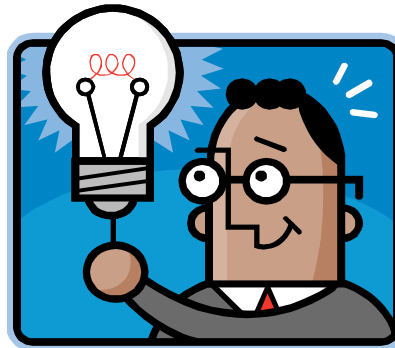


## MISSION STATEMENT

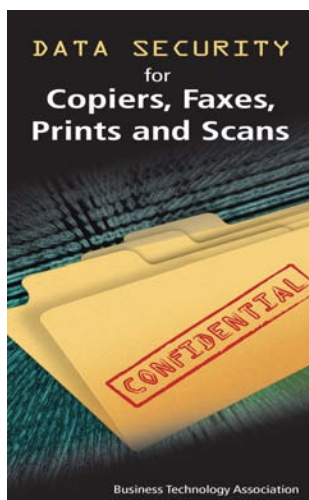
- We are passionate about doing the right thing for your business. In fact, we hold weekly meetings to make sure we can guarantee that we meet our standards in customer service. Our goal is to make each customer an enthusiastic fan of our Business. To underscore this commitment, we have outlined the principles that we live by every day:
- We respond to our customers' needs with a sense of urgency.
- We are driven to be the vendor of choice by holding ourselves to the highest standards of honesty and integrity.
- Our culture commits to ensuring long-term customer relationships by developing our employees both personally and professionally.
- We will continue to grow through our ability to innovate, customize, and respond to change.
- We recognize and accept the responsibility of being an active corporate citizen in the community.

## PLANNING

- Mission & Vision
- Business Plan
- Succession Plan
- Estate Plan



## Data Security



- CBS Report
- Congress
- Federal Trade Commission
- Industry Summits
- 60% Unaware/Now 15%
- BTA Pamphlet
- Security is End User's Responsibility
- Profit Opportunity

## DATA CLEANSING



- Misinformation
- Hard Drives 2002
- 20,000 Images Stored
- E-Mail Addresses
- IP Addresses
- Data/Images
- HIPPA, Gramm Leach, Sarbanes-Oxley, Privacy Act

## LIABILITY

- Disclosure During Sales Cycle, Periodic Notices, End of Life.
- End User Responsibility:
- “END USER IS SOLELY RESPONSIBLE FOR THE REMOVAL OF ANY DATA AND/OR IMAGES RETAINED ON EQUIPMENT”
- Terms & Conditions, Maintenance, CPC, MPS, Leases Agreements.



## SERVICES



- 18 Point Inspection
- Original Factory Settings
- Data Security Kits
- Data Wipe Dept. of Defense (DoD 5220.22M)
- Triple Reformat
- Single Reformat
- Hard Drive Removal
- Hard Drive Destruction
- Wholesalers

### DATA CLEANSING OR HARD DRIVE REMOVAL AGREEMENT

Customer requests that \_\_\_\_\_ (Dealer) provide data cleansing or hard drive removal services to overwrite, reformat, or remove the hard disk drive(s) residing on the Customer Equipment listed below. \_\_\_\_\_ (Dealer) offers two options as listed below. It is understood that Customer is solely responsible for protecting and/or removing any confidential data/images stored or residing on any Customer Equipment. \_\_\_\_\_ (Dealer), under no circumstances, is liable for any damages including special, exemplary, punitive, incidental, or consequential damages, regardless of the claim, as the result of any information/data left on Customer's hard drive.

Equipment Make/Model Number  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Serial Number or \_\_\_\_\_ ID  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach Separate List for Additional Equipment)

Customer requests one or both of the following (check appropriate box):

☐ **Manufacturer Hard Disk Drive Overwrite/Reformat Procedure**

- Procedure includes the reformatting of the Equipment hard drive, network settings and (IP address, SMTP, DNS, etc.), and all fax, email and FTP destinations.
- Customer acknowledges that it is their understanding that any overwritten or reformatted information could possibly be recreated by a system or person with the proper expertise.
- Procedure and data cleansing assistance provided at no charge on Equipment being replaced with other \_\_\_\_\_ (Dealer) provided Equipment.
- Procedure and data cleansing assistance provided on Equipment not being replaced by \_\_\_\_\_ (Dealer) will be charged at \$ \_\_\_\_\_ per piece of Equipment.

\_\_\_\_\_  
Pieces of Equipment x \$ \_\_\_\_\_ =  
(Plus Applicable Taxes)

☐ **Hard Disk Drive Removal and Replacement**

- \_\_\_\_\_ will remove all hard drives from the Equipment and return to Customer.
- \_\_\_\_\_ will charge \$ \_\_\_\_\_ per piece of Equipment plus the price of the hard drive(s) needed to replace the removed hard drives. This will be done on any \_\_\_\_\_ (Dealer) provided Equipment being replaced by \_\_\_\_\_ (Dealer) provided Equipment.

\_\_\_\_\_  
Pieces of Equipment x \$ \_\_\_\_\_ =

Hard Drive Replacement Cost \_\_\_\_\_  
(Plus Applicable Taxes)

- \_\_\_\_\_ will charge \$ \_\_\_\_\_ per piece of Equipment plus the price of the hard drive(s) needed to replace the removed hard drives. This will be done on any \_\_\_\_\_ (Dealer) provided Equipment not being replaced by \_\_\_\_\_.

\_\_\_\_\_  
Pieces of Equipment x \$ \_\_\_\_\_ =

Hard Drive Replacement Cost \_\_\_\_\_  
(Plus Applicable Taxes)

- \_\_\_\_\_ will return hard drives to Customer and, at Customer request, provide the name of a company that can offer hard drive destruction services. Any hard drive destruction services desired would be strictly at the terms Customer and destruction service negotiate.

Customer Name \_\_\_\_\_

Office Systems, Inc.

### DATA CLEANSING WAIVER

\_\_\_\_\_  
(Company Name)  
("Customer") has been advised that data and/or images may be retained on the hard drive(s) of its equipment and hereby declines the services offered to erase and/or destroy said data and/or images. Customer assumes all liability for the disclosure of said data and/or images and holds \_\_\_\_\_ (Dealer) harmless from any and all claims, including attorneys fees and costs. Customer acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

By: (Print) \_\_\_\_\_ Title: \_\_\_\_\_

By: (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

## DATA SECURITY

- **State Legislation**
  - Arizona
  - Colorado
  - Connecticut
  - Florida
  - New Jersey
  - New York
  - Oregon
  - Washington



## DEALERSHIP SECURITY



- Network Passwords, Access. Remote
- Financial Safeguards
  - Banking
  - Accounts
  - Deposits
  - Credit Card
- Customer Information
  - Leases
  - Maintenance
  - Sales

## DISAPPEARING DEALERSHIPS--INDUSTRY CONSOLIDATION



- Company Name Emphasis
- Supplier As Competitor
- Dealer Meetings
- Rules of Engagement
- Proactive Communication with Manufacturer
- INDEPENDENT Dealer

## MAGICAL MARKETING TOUR

- **Differentiation**  
Service Force
- **Communicate With**  
End-Users
- **Over Used: Quality,**  
CPC, MPS, Response
- **Focus on Savings and**  
Security
- **Small Dealers**  
Disappearing



## INVEST

- **Technology**
- **Web Site**
- **Twitter**
- **Facebook**
- **Online**





## Legal Safeguards

- Pig Tales
- Lease Equipment  
Storage
- Disclaimers
- Terms & Conditions
  - Unavailability Parts
  - Unavailability Supplies



### WAIVER AND RELEASE OF LIABILITY

The undersigned has acquired from or through \_\_\_\_\_, (“\_\_\_\_”) a photocopier, printer, scanner, and/or facsimile machine that requires additional electrical service not delivered through normal electrical service. The undersigned has been advised of the requirement for upgraded electrical service both by \_\_\_\_\_ and through the the specifications established by the manufacturer. \_\_\_\_\_ and manufacturer require an upgrade of additional electrical service for proper equipment performance and safety.

The undersigned hereby acknowledges the requirement of upgraded electrical service. The undersigned waives this requirement and assumes full responsibility for any damage to the equipment, electrical circuits, from fire, and/or injury to operators. The undersigned further agrees to release, save and hold \_\_\_\_\_ harmless from and for any and all claims, damages, or causes of action, including attorneys fees and costs, arising from or as a result of the equipment operation without the required electrical upgrade. Damage to the equipment due to inadequate electrical service is not covered under the \_\_\_\_\_ Service, Maintenance, or Support Agreement.

Date: \_\_\_\_\_ Company: \_\_\_\_\_

## Legal Safeguards

- Pig Tales
- Lease Equipment  
Storage
- Disclaimers
- Terms & Conditions
  - Unavailability Parts
  - Unavailability Supplies



## MANAGED \_\_\_?\_\_\_ SERVICES

- Manage Yes
- Service Yes
- Design Vehicle or Sell the Tires
- OEM Who?
- IT Based Dealership  
Device Management,  
Integration
- Clicks to Workflow
- Economy vs. Value
- VAR Partner/Acquisition



## **SPEED SELLS**

- Hybrid Dealer
- Managed Services
- Streamline Processes
- Track Critical Information
- Moving Data
- Service
- Role of the Cloud



## **TRANSACTIONAL DOCUMENTS**

- Terms & Conditions of Sale
- Cost Per Copy
- Supply Inventory
- Managed Print Services
- Remote Access
- Lease Equipment Storage
- Facility Management



## MAINTENANCE AGREEMENTS



- Tailored to Individual Needs
- Paid Yearly, Quarterly, Monthly
- Cost Adjustments-Fuel, Parts, Supplies
- Automatic Renewal—Prevailing Rate-- Window
- Time Blocks-Hours, Service, Help Desk
- Exterior Agents
- Exterior Hardware Damage
- Movement, Reinstall
- Non-Availability of Parts
- Non-Transferable
- Non-Refundable
- Past Due—No Service
- Removed Parts

## LEASE COMPANY RELATIONS

- Chase Rates = Low Cost Service
- It's a Formula
- Master Agreement
  - Protection of Customer Info—Approvals, End of Lease, Continuing Obligations
- Approvals 65-75%
- Calling as End User



## MAGICAL LEADERS

- Leadership Education
- Employee Education
- Clear & Regular Communication
- Respect Employees
- Recognize Contributions
- Motivate
- Coach
- Eliminate



## DELEGATION



- Management Development
- Roles
- Team Dynamics
- Compensate Results
- Saleable Business

## EMPLOYMENT POLICES



- Harassment
  - Written Policy
  - 100,000 Claims
  - 36,000 Retaliation
- Background Checks
- Driving Record

## GREEN MAGIC



- Who Benefits?
- Energy
- Petroleum
- Paper
- Supplies

## DISASTER PREPARATION



- Plan
- Back-Up Systems
- Communication

## SELLING YOUR BUSINESS



- Only 1% of Small Businesses Sold
- Prepare For Sale
  - Books, Receivables, Inventory, Upgrades
- Consultants/Formers Dealers
- Tax Considerations
- If you are not selling, you should be buying!

## CRIMINAL CONDUCT

- Flexing
- Fraud
- 36 = 63 Months
- Inflated Value
- Forged Signatures
- Failure to Pay-Off Loan



## QUESTIONS????



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