

 U.S. Department of Transportation National Highway Traffic Safety Administration		DOT Auto Safety Hotline Vehicle Owner's Questionnaire To Report Vehicle Safety Defects 1-888-DASH-2-DOT (1-888-327-4236) INTERNET: www.nhtsa.dot.gov/hotline		FOR AGENCY USE ONLY 100148	
		Date Received 05-MAR-2018 APR 18 2018		Repository ☐ Reference No. 11076373	
OWNER INFORMATION (Type or Print)				Daytime Telephone Number	
Name				E-mail Address	
Address				Evening Telephone Number	
City MILWAUKEE		State WI	Zip Code		
The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy Act notice. See 49 FR 53971 (Sep. 3, 2004).					
VEHICLE INFORMATION					
17 digit Vehicle Identification Number Located at bottom of windshield on driver's side 3N1BC11E18L		Make NISSAN	Model VERSA	Model Year 2008	
Date Purchased 08-02-2008	Dealer's Name and Telephone Number Russ Darrow Nissan (414) 586-3050		Engine: No. of Cylinders 4-cylinders Engine 132 Horsepower	Fuel Type: Gasoline 13.2 gal tank	
Original Owner ☒	Dealer's City 11212 W Metro Blvd Milwaukee	State WI	Zip Code 53224	Incident Date(s) 05-MAR-2018	
Transmission Type 4-Speed Automatic Transaxle	☒ Antilock Brakes ☒ Cruise Control	Powertrain Power Windows with Driver's one touch 40/Down Power Lock Doors		Multiple Failure: Tire Pressure monitoring system	
FAILED COMPONENT(S)/PART(S) INFORMATION					
Vehicle Component Codes: 140000 AIR BAGS, 010000 STEERING, 180000 VEHICLE SPEED CONTROL Nissan Advanced Air Bag System (AABS) Front Seat-Mounted Side-Impact Supplemental Air Bag Roof-Mounted Supplemental			Failure Mileage 78751	Failure Speed	
ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE					
Tire Make all season tire	Tire Model (Name or Number) 185/65R15 16" Steel wheel		Tire Size (Example P215/65R15) 185/65R15		
DOT No. (Example: DOTM19ABC036)	☒ Original Equipment ☒ Prior Repair	Failure Location: Russ Darrow Nissan 11212 W Metro Blvd			
Tire Component Code Russ Darrow replace tire & drain & Equipment Steel wheel monitor	Tire Failure Type: 4 cylinder and wheel monitor				
ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE					
Make: None	Date Manufactured: None	Model No./Name: None			
Seat Type: None	Installation System: None				
Child Seat Component Code: None	Failed Part:				
APPLICABLE INCIDENT INFORMATION (Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)					
Crash ☐ Yes ☒ No	Fire ☐ Yes ☒ No	Number of Persons Injured	Number of Deaths	Reported to Police N	
Narrative Description of Incident(s), Crash(es), and Injury(ies). Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).					
TL* TAKATA RECALL THE CONTACT OWNS A 2008 NISSAN VERSA. THE CONTACT RECENTLY HAD HER VEHICLE REPAIRED PER NHTSA CAMPAIGN NUMBER: 17V449000 (AIR BAGS). AFTERWARDS, WHILE DRIVING, THE VEHICLE SHOOK AND WAS DIFFICULT TO STEER. THE CONTACT HAD TO USE EXCESSIVE FORCE TO STEER THE VEHICLE. THE VEHICLE ALSO FAILED TO ACCELERATE TO HIGHWAY SPEEDS AS IF IT REMAINED IN SECOND GEAR. RUSS DARROW NISSAN (121 W. METRO AUTO MALL, MILWAUKEE, WI 53224, 414-586-3050) WAS CONTACTED, BUT WAS UNABLE TO DIAGNOSE THE VEHICLE. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND OPENED CASE NUMBER: [REDACTED] THE FAILURE HAS NOT BEEN RESOLVED. THE APPROXIMATE FAILURE MILEAGE WAS 78,751.					
Include, if available: Police/Fire Department Report, Photos, and Repair Invoice. ATTACH ADDITIONAL SHEETS IF NECESSARY					
The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.					

CUSTOMER #: [REDACTED]
UNIT# [REDACTED]

INVOICE



11212 WEST METRO BLVD · MILWAUKEE, WI 53224
PHONE (414) 586-3050
www.russdarrow.com

ZONE: 4
CODE: 3438

MILWAUKEE, WI

PAGE 1

HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 121 JOSEPH WEIL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
BLACK	08	NISSAN VERSA	3N1BC11E18L		75571/75571	T3189	
IN SVC. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
02AUG08 DD			18:00 11JAN18			CASH	16JAN18
DATE OF REPAIR		DATE OFFERED BACK		OPTIONS: STK:		DLR: 1) RL121003403073	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A PM685 REMOVE AND REPLACE DRIVERS AIR BAG INFLATOR ON VERSA HATCHBACK

CAUSE: PM685 REMOVE AND REPLACE DRIVERS AIR BAG INFLATOR ON VERSA HATCHBACK

PM6850 PM685 REMOVE AND REPLACE DRIVERS AIR BAG INFLATOR ON VERSA SEDAN

210 WN

(N/C)

1 98560-EM39D DRIVER AIR BAG INFLATOR SERVICE KIT

(N/C)

FC:

PART#: 98560-EM39D

COUNT: 1

CLAIM TYPE:

AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
75571 replaced driver airbag inflator and installed service kit as per campaign specifications

B LONG TERM RENTAL

CAUSE: LONGTERM LOANR

B LONG TERM LOANER

210 WN

(N/C)

SUBL RD NISSAN RENTAL PO# [REDACTED]
WN

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

We sincerely thank you for your business!
Your satisfaction is our top priority. We look forward to your continued business.

Thanks again!
Paul Lecher
Service Manager



THANK YOU!
SERVICE DEPARTMENT HOURS

NISSAN SERVICE
MONDAY - FRIDAY
7a.m. - 6 p.m.

SATURDAY
7a.m. - 5 p.m.



MATERIAL: ALL PARTS NEW UNLESS SPECIFIED. U=USED R=REBUILT C=RECONDITIONED Y=RECYCLED	DESCRIPTION	TOTALS
STATEMENT OF DISCLAIMER: The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	LABOR AMOUNT	0.00
	PARTS AMOUNT	0.00
	GAS, OIL, LUBE	0.00
	SUBLET AMOUNT	0.00
	ENVIRONMENTAL/SUPPLIES	0.00
	TOTAL CHARGES	0.00
	LESS INSURANCE	0.00
	SALES TAX	0.00
CUSTOMER SIGNATURE	PLEASE PAY THIS AMOUNT	0.00

The genuine Nissan Parts and Accessories Replacement Warranty **12 months or 12,000 miles**. See dealer for complete details. Some restrictions and exclusions apply.

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.



PAGE 1

ACCOUNTS DUE AND
PAYABLE BY THE
10th OF THE MONTH11212 WEST METRO BLVD · MILWAUKEE, WI 53224
PHONE (414) 586-3050
www.russdarrow.comZONE: 4
CODE: 3438

ACCT. NO

CLOSING DATE

26FEB18

MILWAUKEE WI

AMOUNT ENCLOSED

PLEASE RETURN THIS PORTION WITH YOUR CHECK

\$

DATE	DOCUMENT / TRANSACTION	PURCHASES	PAYMENTS & CREDITS	BALANCE
		PREVIOUS BALANCE		
22NOV1738		489.91		
PAST DUE				
QUESTION PLEASE CALL JEAN @ (262)253-7523 OR JEAN.STARK@RUSSDARROW.COM				
REMIT PAYMENT TO: W133 N8569 EXECUTIVE PARKWAY MENOMONEE FALLS WI 53051				
ACCOUNT STATUS	PAST DUE	CURRENT		PLEASE PAY THIS AMOUNT
	489.91	0.00		489.91
OVER 30		OVER 60		OVER 90
0.00		0.00		489.91
				OVER 120
				0.00

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of 1.5% per month which is an ANNUAL PERCENTAGE RATE of 18% applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

RUSS DARROW NISSAN

CUSTOMER COPY



RENTAL AGREEMENT FACE PAGE

DEALER INFORMATION			
Name RUSS DARROW NISSAN			
Address 11212 West Metro Blvd.			
City Milwaukee	State WI	Zip 53224	
Phone 4145863050			

CUSTOMER VEHICLE INFORMATION	
License No.	State
VIN	
Year/Make/Model/Color 0	

RENTAL VEHICLE INFORMATION			
Date and Time IN	/ /	A.M.	P.M.
Date and Time OUT	10/11/2017 8:39	A.M.	P.M.
Date and Time DUE IN	11/11/2017 8:39	A.M.	P.M.
Vehicle VIN	3N1AB7AP0HY	FUEL	
Vehicle Description	NISSAN SENTRA	OUT	IN
Mileage IN		X	F
Mileage OUT	11	3/4	3/4
Miles Driven		1/2	1/2
Miles Allowed		1/4	1/4
Chargeable Miles		E	E

RATES DO NOT INCLUDE FUEL		RENTAL CHARGES	
HOURS: 0 @ \$ 5.00 PER HOUR		0	00
DAYS: 31 @ \$ 30.00		930	00
WEEKS: 0 @ \$ 0.00		0	00
MILES: 0 @ 0.30 PER MILE		0	00
TOTAL TIME & MILEAGE CHARGES →		930	00
TAXABLE FUEL 0.00 GAL. @ \$			
TITLE & REGISTRATION FEE			
TAXABLE SUB-TOTAL →		930	00
TAX @ 0.000 %		0	00
NON-TAXABLE FUEL GAL. @ \$			
TITLE & REGISTRATION FEE			
NET DUE CUSTOMER DEPOSIT / REFUND / OTHER			
SUB-TOTAL			
TOTAL CHARGE →		930	00
METHOD OF PAYMENT		REFUNDED	
\$ 10/01/2018 EXPIRES	☐ CHECK ☐ AMEX ☐ MC ☐ VISA ☐ OTHER	\$	
#		CUSTOMER INITIALS	
☐ CARD VERIFIED		X	

RO#	PO#	Unit#	RA#
CUSTOMER INFORMATION			
Customer			
Home Address			
City MIEWAWKEE	State WI	Zip	
Driver's License No.	State WI	Expires 04/25/2019	
Birth Date	Home Telephone		

Additional Driver's Name	Birth Date
Driver's License No.	State Expires
Additional Driver's Name	Birth Date
Driver's License No.	State Expires

CUSTOMER INSURANCE INFORMATION		
Insurer AMICA	Agent	
Policy No.	Expiration Date 07/24/2018	Telephone

DAMAGE DESCRIPTION	
Condition Out:	
Initials	
Condition In:	

Fuel Disclosure

You are required to return the Vehicle with at least the same amount of fuel as when rented. If you do not return the Vehicle with at least the same amount of fuel; you will pay us a refueling fee of \$ **0.00** plus fuel @ \$ **12.95** per gallon.

By signing below, you: agree to the terms and conditions of this Agreement set forth on the Face Page and in the Terms and Conditions; acknowledge that you had an opportunity to read the Agreement before signing; authorize us to process a separate credit/debit card voucher in your name for all Charges, including Tolls and Violations; authorize us to release your billing/rental information to third parties for billing/processing purposes; and agree that binding consideration exists, as further described in Section 2 of the Terms and Conditions of this Agreement.

Your Signature
All Charges Subject to Final Audit

Wisconsin Rental Agreement Terms and Conditions ("Terms and Conditions")

1. **Definitions.** "Agreement" means all terms and conditions found on the "Face Page" and in these Terms and Conditions. "You" or "your" means the person identified as the Customer on the reverse side of this Agreement, each person signing this Agreement, every Authorized Driver and each person or organization to whom charges are billed by us at its or the Customer's direction. You are jointly and severally bound by this Agreement. "We," "us" or "our" means the independent automobile dealer or its affiliate named elsewhere in this Agreement. "Vehicle" means the automobile or truck identified in this Agreement and each vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and documents. The Vehicle may be equipped with global satellite positioning ("GPS") technology or another telematics system and/or an event data recorder, and privacy is not guaranteed. The Vehicle may be a temporary substitute for a Customer-owned or Customer-leased vehicle that you have given us the opportunity to service or repair. "Authorized Driver" means: (a) the Customer and the Customer's spouse; (b) additional drivers listed by us in this Agreement; (c) if the Customer is a business entity, Authorized Driver includes Customer employees who are permissible drivers on the business entity's auto insurance policy; (d) the Customer's employer, employee and coworkers and engaged in business activity with the Customer; and (e) a person who operates the Vehicle during an emergency or while parking the Vehicle at a commercial or private establishment. Authorized Drivers are the only persons permitted to drive the Vehicle. Each Authorized Driver must be at least age 21 and possess a valid driver's license. "Charges" means the fees and charges that are incurred under this Agreement. "Title or Registration Fee" means a fee to cover our registration and titling costs. "Rental Period" means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us.

2. **Rental; Consideration; Indemnity and Warranties.** This is a contract for rental of the Vehicle offered to you. Your signature on the Face Page is acceptance of this offer, and is acknowledgment that binding consideration exists, as follows: our opportunity to service or repair a vehicle you left with us; the financial benefits we receive from others for the service/repair work; the financial benefits we receive from others to obtain and use this Vehicle as a service replacement vehicle; a fee you pay us; and/or the rights and obligations of this Agreement. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement. We also have the right to monitor the Vehicle through GPS or other remote tracking devices where permitted under applicable law. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this Agreement or your use of the Vehicle. **We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**

3. **Inspection; Condition and Return of Vehicle.** You must return the Vehicle to our office on the date and time specified in this Agreement with at least as much fuel as when rented, unless we offer, and you purchase, a pre-paid fuel option. You also will check and maintain Vehicle fluid levels. If you wish to extend the Rental Period you must return the Vehicle to our office for inspection and written amendment by us before the Date Due In. The Vehicle must be returned in the same condition that you received it except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for all damage to or loss of the Vehicle until we inspect it on reopening for business. All Charges may continue to accrue until the return location opens for business. You must obtain our prior approval before servicing the Vehicle or replacing parts or accessories. You grant us, our agents, assigns and each person with a financial interest in the Vehicle the right to inspect the Vehicle during this rental.

4. **Responsibility for Damage or Loss; Reporting to Police.** You are responsible for theft of the Vehicle under Wis. Stat. § 344.574. You are responsible for physical and mechanical damage to the Vehicle caused by an accident or caused intentionally by an Authorized Driver, or caused by an Authorized Driver's reckless or wanton misconduct. Your responsibility includes include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair; and (b) actual and reasonable towing and storage costs for the shorter of: the period before you notify us of the damage to the vehicle or for 14 days after the damage occurs.

5. **Prohibited Uses.** The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving license is suspended; (b) by anyone under the influence of alcohol, prescription or non-prescription drugs; (c) by anyone who obtained the Vehicle or extended the Rental Period by giving us false, fraudulent or misleading information; (d) for an illegal purpose or in the commission of a crime; (e) to carry persons or property for hire; (f) to push or tow anything; (g) in a race or speed contest; (h) to teach anyone to drive; (i) outside the United States or Canada, or outside the geographic area described elsewhere in this Agreement, if any; (j) on an unpaved surface; (k) when the odometer has been tampered with or disconnected; (l) when it is reasonable to expect you to know that further operation of the Vehicle would damage it; (m) where applicable, by anyone who lacks experience driving a vehicle equipped with manual transmission; (n) to transport an animal (other than a service animal); (o) to carry more passengers than the number of existing seatbelts; or (p) by anyone who is sending an electronic message, including text (SMS) messages or emails, while operating the Vehicle. Smoking is not permitted in the Vehicle. **PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW).**

6. **Insurance.** You are responsible for all damage or loss you cause to others. You agree to maintain automobile insurance during the term of this rental agreement which provides to the owner, to us, and to you, the following primary coverage: (a) Bodily injury ("BI") and property damage ("PD") liability coverage; (b) Personal injury protection ("PIP"), no-fault, or similar coverage where required; (c) Uninsured/underinsured ("UM"/"UIM") coverage where required, and (d) Comprehensive and collision damage coverage extending to the Vehicle. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. **Where permitted by law, by signing this Agreement, you reject UM, UIM, and supplemental no-fault or PIP coverages.** Where we are required to provide such coverage, you hereby select the minimum limits required by law. Because you are providing auto insurance, we are not. In states where the law requires us to provide insurance, your insurance will be primary. Any insurance we are required to provide applies only to claims of accidental BI and PD resulting from the use of the auto, and is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. Our insurance policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. You agree to cooperate with our insurer if any claim is made, and give us immediate notice of damage, claim, or lawsuit against you. Our insurance applies only in the United States and Canada. You must obtain written permission and purchase special liability insurance to use or operate the Vehicle in Mexico. Engaging in a Prohibited Use described in paragraph 5 or any other material breach of this Agreement will void any insurance coverage.

7. **Charges.** You permit us to reserve OR set aside against your payment card at the time of rental a reasonable amount in addition to the estimated total charges. We may use the reserve to pay all Charges. We will authorize the release of any excess reserve or set aside upon the completion of your rental, and your payment card issuer's rules will apply to your credit line or your account being credited for the excess and may not be immediately released by your card issuer. You will pay us all Charges, including: (a) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; (b) all expenses we incur recovering the Vehicle if it is not returned to the renting location on the date and time promised; (c) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (d) a 2% per month late fee on all charges due us that are not paid when due; (e) a reasonable fee not to exceed \$350 to clean the Vehicle if it is returned substantially less clean than when rented; (f) fuel and a refueling fee if you return the Vehicle with less fuel than when rented; (g) a mileage charge based on our experience if the odometer is tampered with; and, (h) towing, storage charges, Tolls, Violations, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle during this rental.

8. **Your Property.** You release us, our agents, and our employees from all claims for loss of or damage to personal property that was left with us or carried in the Vehicle. If you fail to claim property left in the Vehicle for more than 30 days, we may dispose of that property in a manner we choose.

9. **Responsibility for Tolls, Traffic Violations, and Other Charges.** You are responsible for paying the charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during this rental. If we are notified by charging authorities that we may be responsible for payment of a Toll or Violation, you will pay us or a processing firm ("Processor") of our choosing an administrative fee of up to \$50 for each such notification. You authorize us to release your rental and payment card information to a Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us or the Processor to charge all such payments, service fees and administrative fees to the payment card you used in connection with this rental.

10. **Personal Information.** You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to our affiliates or third parties in connection with our enforcement of our rights under this Agreement.

11. **Miscellaneous.** No term of this Agreement can be waived or modified except by a writing that we have signed or on a form that we provide. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding the use of the Vehicle are void. A waiver by us of a breach of this Agreement is not a waiver of an additional breach or waiver of the performance of your obligations under this Agreement. You waive all recourse against us for criminal prosecutions we take against you for breach of this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise our rights under this Agreement does not constitute a waiver of another provision of this Agreement. Unless prohibited by law, you release us from all liability for consequential, special or punitive damages in connection with this transaction or the reservation of a vehicle. If a provision of this Agreement is deemed void the remaining provisions are valid and enforceable.