



DEALER AUCTION RULES:

- i. This Auction complies with all State and Federal Laws. All dealers; must be licensed by their State and registered with this auction prior to doing business.
- ii. All dealers must be over 18 years of age. Children under 16 years of age are not allowed at the auction.
- iii. Dealers are responsible for the actions of their employees, representatives, and guests.
- iv. All returned checks will be charged a \$100.00 returned check fee
- v. No vehicle will be offered for sale without a VIN plate attached in the designated area. The Auction reserves the right to refuse the sale of any vehicle in which the identification plate appears altered in anyway. Such vehicles may be subject to seizure.
- vi. All purchases must be paid for on sale day/day of purchase. All fees for all services are due on the day of the sale or fees will be deducted from the sale proceeds at the time of transactions are settled.
- vii. All transactions conducted on 411 Auto Auction property must clear through our office. **This includes OUTSIDE SALES.** Any dealer found in violation of this policy will be subject to having his/her Auction privileges suspended.
- viii. All vehicles must have a **gate pass** before leaving the premises. Gate passes are only issued during office hours. Vehicles are subject to a truck and interior inspection prior to leaving the auction lot.
- ix. All vehicles are consigned at the owner's risk. The auction is **NOT** liable for theft or damage to any vehicle left at the auction. Sellers are advised to remove personal property, cellular phones etc. from their vehicles prior to checking in the vehicle.
- x. Auction Management reserves the right to refuse service to anyone.
- xi. Please have your vehicles on the premises as early as possible. Vehicles must be represented accurately and fairly. Unsafe vehicles will be towed across the auction block.
- xii. Title discrepancies must be brought to the auctions attention no later than 30 days from the receipt of the title.
- xiii. To the best of the sellers knowledge, condition, description, known defects, mileage and disclosure statement relating to the accurate and fully disclosed.
- i. **"Off Block Sales" will be binding between the buyer and the seller. "NO ARBITRATION ON OFF BLOCK SALES"**.



PAYMENT:

- i. All purchases must be paid for on the day of the sale, utilizing a approved Dealership business check, or a Money Order or cash. The only exception to the above will be pre-approved floor planning add a 25.00 processing fee and Credit Cards add a 3% fee.
- ii. No checks or funds will be issued to the seller for a sold vehicle until a negotiable title has been submit to the auction.
- iii. Under NO, circumstance shall any Dealer stop payment on a check.

IF SALES:

If the seller announces that the vehicle will be sold on an “IF” basis after the bidding concludes, the Buyer may reject the sale at the block or accept the “IF” sale and be obligated to purchase the vehicle for 2 hours following the time of the sale. It is the Buyers responsibility to verify any “IF” sale resolution. Any “IF” sale approved within the time limits will be considered a sale regardless of whether the Buyer has received notification within time frame.

LIGHT SYSTEM:

It is the seller’s responsibility to make the proper announcements and ensure that the appropriate lights are lit it is the buyer’s obligation to watch and listen to the announced conditions. The Auction disclaims any obligation for administrative errors, which result in inaccurate announcements.

GREEN LIGHT: “Ride and Drive”

- i. Seller declares that the vehicle is mechanically sound and subject to all arbitration policies. **Seller represents that there are no major defects in the internal parts of the engine, transmission, and rear end exceeding \$500.00 to repair.**
- ii. Selling dealer must announce any item subject to arbitration, when these items are announced; they are no longer subject to arbitration. All other items not announced may be arbitrated if they fall in arbitration guidelines.
- iii. **“Major damage history / total loss must be announced”**



RED LIGHT: “AS-IS”

The following conditions represent an “AS-IS” sale and are not subject to arbitration for any reason, except odometer discrepancies, frame/uni-body and mandatory announcements.

- i. All vehicles sold under 3,000.00
- ii. All vehicles 10 years old and older
- iii. Vehicles that have more than 125,000 miles
- iv. All miscellaneous vehicles such as boats, campers, taxi’s, motorcycles, dune buggies, trailers, jet skis, antique cars, snowmobiles. These items are exempt from arbitration for frame/uni-body damage, mileage/hours and year model. These vehicles are sold “AS-IS”.
- v. Sellers must use the light system and make the necessary announcements to properly identify the following:
 - a. Frame damage, excessively rusted or rotted frames. (sold “AS-IS”)
 - b. Flood, fire, salvage, reconstructed, antiques (1980 or older), clip cars, motorcycles, boats, and trailers must be announced and sold “AS-IS”.
 - c. Gas/Diesel conversions
 - d. TMU – True miles unknown, will be sold “AS-IS”
 - e. “Lemon-Law” vehicles sold “AS-IS”
 - f. Police cars and Taxi’s sold “AS-IS”
 - g. All vehicles towed through the block must be sold “AS-IS”, and are not subject to arbitration for any reason

BLUE LIGHT: “Title Attached”

Assignable title does not accompany the vehicle; seller has 30 business days to provide an assignable title to the auction. Buyer is cautioned not to spend money on, not to excessively drive, and not to sell any “Title Attached” vehicle until the title is received by the auction. Auction must be notified 2 hours prior to the vehicle being returned. If the Auction receives title within 24 hours, the sale is still binding. If the title has been mailed by the auction, buyer cannot return vehicle. **The Auction will not be responsible for any transportation or other expenses associated with a returned vehicle.**