

Kesler Schaefer Auto Auction

5333 W 46th Street Indianapolis, IN 46253

Phone (317) 297-2300 Fax (317) 297-6234

www.ksaa1.com

RULES

- 1. AUCTION GUARANTEE (AG – GREEN LIGHT):** Any vehicle sold AUCTION GUARANTEE protects you against a faulty transmission, any rod or bearing noises, cracked block, turbo, 4x4, or faulty rear end. **AG DOES NOT INCLUDE** heads, valves, air compressors, electrical equipment, timing components, or clutch. Vehicles w/ Standard Transmissions cannot be arbitrated for manual clutch assemblies unless the defect will not allow a safe test drive.

All arbitration complaints must be made within one (1) hour of the purchase time. All arbitration is handled in the eastside office of the Check-in Building. **Odometer discrepancies must be taken care of the day of sale.**

Any vehicle being returned after purchase (ie. No title, Frame Damage, etc) must be brought back inside our secured lot. **You must also obtain a signed receipt from office personnel.** Failure to follow this return procedure could result in you owning the vehicle. All vehicles must be returned in the same condition at time of purchase.

EMMISSION CONTROLS: Any vehicle sold with a punched out gas tank, missing catalytic convertor, or otherwise tampered emission control system **must** be announced and may be arbitrated with one hour. (Exception: AS IS)

FEUL CONVERSIONS: Diesel conversions, Dedicated Natural Gas & LP Gas vehicles **must** be announced regardless of price or how sold.

- 2. AS IS (RED LIGHT):** Any vehicle sold **AS IS** means exactly that – **YOU OWN THE VEHICLE.** Any car sold for \$750.00 or less is automatically **AS IS.** (Exception – See Frame Damage Policy). All units sold as **Donation, Charity, Confiscated, and Municipal** vehicles will be sold **AS IS** with no guarantee for Frame or Flood Damage . All sales are final and absolute.

- 3. FRAME DAMAGE:** Any vehicle which is sold for more than **\$1000.00** and has frame damage must be announced by the **SELLER.** This includes but not limited to rusted out, damaged, and repaired frames. The Buyer can return the vehicle for frame inspection within **7 days** of purchase. The **SELLER** will assume ownership of any vehicle sold in this condition. This includes **AS IS** units that are sold for more than **\$1000.00.**

Vehicles that have had previous or current **SALVAGE TITLE** must be announced as such. **FLOOD DAMAGE** must be announced at the time of sale. The **BUYER** has 7 days to notify auction of any non-announced **FLOOD DAMAGE.**

*****ANY VEHICLE SOLD WITH SALVAGE, PREVIOUS SALVAGE, OR REBUILT TITLE ANNOUNCEMENTS WILL BE SOLD WITH NO FRAME GUARANTEE. *****Please check these vehicles carefully before you buy them.

- 4. TITLE ATTACHED (TA – BLUE LIGHT):** Sellers have 28 days from the date of sale to produce a clear title to any vehicle sold **TITLE ATTACHED (TA).** The vehicle can be returned after that time period. The **BUYER** assumes all responsibility for any repairs or sales during that time period. Vehicles not announced **TA** can be turned down the day of sale, if the **SELLER** cannot produce title by the end of the sale day. The selling dealer must furnish the purchaser with a usable title, with all reassignments and odometer figures correctly recorded. If the title will be full to purchaser, the seller will be charged for a new title.

5. ODOMETER ANNOUNCEMENTS: KSAA will copy all titles and retain them for 10 years for compliance with Federal Regulations. **Miles over 100,000, 200,000,** etc must be announced. (This includes TMU and broken odometers) The only exception is on vehicles sold for \$750.00 or less. These units are automatically **AS IS** and **MILES UNKNOWN**. Due to NHTSA ruling, as of 1/1/2021 - 2011 models and newer will not be exempt from odometer statement requirements until after 20 years. You may receive an **“EXEMPT”** title unless the seller has specifically announced the vehicle as ‘Actual Mileage’. A vehicle sold with **MILES EXEMPT** must have a title with an Odometer Brand that reads **“MILES EXEMPT”** on the front of the title.

6. MVIN. Selling dealer must announce any vehicle that has a MVIN or State issued VIN. Auction reserve the right to refuse the sale of any vehicle in which the VIN plate appears to be altered in any way.

7. STORAGE POLICY: Any vehicle left on KSAA Property over seven (7) days is subject to removal at owner’s expense. Storage fees will be calculated at \$8.00 per day.

8. ONLINE SALE POLICY: In addition to the normal KSAA buyer fees, there will be a \$50.00 Internet Convenience Fee charged per unit for buying on-line. All units that are sold “AG” will automatically incur \$100 Post Sale Inspection Fee unless specifically waived by purchaser.