

## **Plaza Auto Auction. Policies**

All dealers must be registered at this auction before doing business. FAA reserves the right to refuse anyone the use of its services. Seller and Purchaser agree to abide by registration policies and PAA policies, copies of which have been furnished to Seller and Purchaser.

All dealers are expected to be knowledgeable of our policies at Plaza Auto Auction. Lack of knowledge of the policies will not release dealers of their obligations to abide by them.

All transactions must clear through the office. Sales on the premises which do not clear through the office may be grounds for termination of business.

Seller is responsible for correct VIN numbers of title and vehicles. Vehicles without VIN numbers or serial number plates will not be accepted. All vehicles registered at this auction are subjected to inspection by the FBI, state police, National Auto Theft Bureau, and local police authorities. This auction will not accept any "Gray Market" vehicles.

PAA is not responsible or guarantees the accuracy of odometer readings, odometer statements, or damage disclosure statements. PAA is not responsible for Electronic Data Vehicle History (EDVH) disclosures (i.e. Autocheck, Carfax etc.) A complete list of VIN numbers, odometer mileage and damage disclosures are available to the IDOT on a weekly basis.

PAA does not guarantee the year or condition of RV's, boats, motorcycles, dune buggies, antique cars, etc.

All titles submitted by Seller must be in Seller's Company name on title or on reassignment form. All units purchased and/or sold on premises MUST be paid for through the auction office within the hour. A separate company check must be written for each vehicle purchased.

**TITLE ATTACHED TRANSACTION.** Seller has up to three weeks to present the title. Buyer is cautioned not to sell, spend money on, or drive vehicle in excess of 500 miles. Excess mileage will be assessed at a rate of \$1.00 per mile.

On title attached transactions or misrepresented vehicles, the Seller is responsible for the Commission and Buyers Fee on any returned vehicles.

"IF" sales are reject able immediately at the auction block or Buyer is locked in for one hour.

Buyer must present PAA Buyer's card at time of purchase.

All vehicles must have a gate pass before leaving premises.

Seller and purchaser agree that any vehicle left on auction premises for more than 7 days will be charged a storage fee of \$5.00 per day.

**ALL SALVAGE, PRIOR SALVAGE, THEFT RECOVERY, REBUILT TITLES FLOOD DAMAGE DISCLOSED AND FRAME DAMAGE MUST BE ANOUNCED, SOLD AS IS.**

**DEALERS ONLY — NO 'RETAIL CUSTOMERS OR CHILDREN ALLOWED ON AUCTION PROPERTY. ALL VEHICLES SOLD TO DEALERS FOR RESALE ONLY, WITHOUT WARRANTY.**

# Know the Rules and Policies:

**Plaza Auto Auction follows the National Auto Auction Association In-Lane and On-Line Arbitration Policy except where noted below.**

- **Arbitration Threshold - \$500.00**
- **Frame Damage, Rusted Frame, Salvage Title, Previous Salvage must be announced regardless of light**
- **Vehicles sold for \$2000 and less are AS/IS; NO EXCEPTIONS**
- **Vehicles 175,000 miles and over are AS/IS: NO EXCEPTIONS**
- **Vehicle Arbitration must be presented within one Hour of Purchase, "IF" Sales included**

**Ride & Drive/Green Light Policy** – Vehicle guaranteed to have no major defect over \$500.00 as repaired by the Auction excluding normal wear items like; air ride suspension, brakes, battery, hoses/belts, timing belts/chains, wheel bearings, tires, shocks/struts, etc. Vehicles with clutches must be drivable by auction standards.

**Auction Guarantee/Yellow Light** – Engine/Drive Train Policy - All vehicles sold under Auction Guarantee must operate well enough to be test-driven safely. Normal Engine/Transmission wear items like described in Ride & Drive are not covered under Auction Guarantee. Any Engine/Drive item(s) costing less than \$500.00 to repair by the Auction is not covered by Auction Guarantee. Auction Guarantee is an ENGINE/DRIVE TRAIN policy that covers:

1. Upper & Lower Internal Parts of Motor meaning: Crankshaft, Bearings, Pistons, Rods, Rings/Pins, Lifters, Valves, Cams, Cam Phasers and Head Gaskets.
2. Drive Train meaning: Transmission, Transfer Case, Front/Back Differentials, Rear End, and Driveshaft(s). Not covered: CV Joints, axle bearings, brakes.
3. Check Engine Lights are not arbitratable unless the defect/repair is in excess of \$500.00 to repair.

## **ITEMS NOT COVERED ON VEHICLES SOLD AUCTION GUARANTEE**

1. Fuel Injectors, Water Pumps, Valve Cover Gaskets, Timing Belts, External Parts.
2. Fluid Leakage: Leaks and "Seepage".
3. Normal wear items like air ride suspension, brakes, wheel bearings, battery, hoses, belts, timing belts/chains, wheel bearings, tires, shocks/struts.
4. Defects or problems that require less than \$500.00 to repair.

**If you have a question please ask. The National Auto Auction Association has a board of auction owners that has solidified the Auction Rules except for a few exceptions and State and Federal laws. The Board Director is Matt Arias. When I've got a question I contact Matt. As an example; "Timing belts and Timing Chains" are the same thing under the NAAA rules and are considered normal "Wear and Tear" items. "Air Ride" suspensions are considered normal "Wear and Tear" items.**

Updated: August 15, 2018

## **ARBITRATION**

Visible defects and glass will not be accepted in arbitration.

AS REQUIRED BY IOWA LAW, effective 7/01/01 previously deployed, non- functional or removed airbags must be announced.

Dealers have ONE hour to either pay (cash or company check) or okay purchase, or arbitrate vehicles purchased. ALL complaints and rejections must be handled through arbitration within one hour of purchase. Rejects without cause will not be tolerated. The decision of the auction arbitration will be final on all arbitrations.

EMISSION CONTROLS AND EQUIPMENT ARE THE RESPONSIBILITY OF THE SELLER. Buyer should check vehicle within the hour after purchasing for altered gas tank and emission controls, after one hour not a rejectable item.

PLAZA AUTO AUCTION DOES NOT PROVIDE INSURANCE COVERAGE FOR DAMAGE, THEFT OR LOSS OCCURRING TO CONSIGNED OR STORED VEHICLES, BEFORE, DURING OR AFTER SALE.

Pull out radios, cell phones, or other easily removed items should be checked in at office with paperwork.

## **TERMS OF SALE**

No stop payment of check to this AUCTION shall be honored; and any stop payment order of a check or giving a check which is returned marked "insufficient funds" shall be deemed by the parties to be prima facie evidence of fraud existing at the time the transaction was consummated, and shall be construed by the parties as an intent to defraud in order to consummate the transaction. Any claim of defects with the vehicle shall be made with the SELLER with immediate notification of such situation to this AUCTION for its guidance in operation.

Purchaser agrees to be bound by the TERMS OF SALE pertaining to the vehicle described on the reverse side of this ticket.

Seller (also Transferor) hereby warrants and guarantees to Purchaser (also Transferee) and to Plaza Auto Auction (PAA) that title to the consigned vehicle is valid and free from all defects, liens and encumbrances.

Seller and Purchaser agree that PAA is neither responsible for odometer mileage on the consigned vehicle nor the information contained in the odometer mileage statement and the damage disclosure statement which Seller as Transferor is required to complete and sign and Purchaser as Transferee is required to acknowledge.

Stolen vehicles are to be settled from the purchase price at the time of sale less 2% per month.

Seller and Purchaser agree to indemnify and hold PAA harmless from any liability, loss cost, damage or expense, including attorney's fees which may arise either directly or indirectly from the sale and purchase of the consigned vehicle including but not limited to title services provided by PAA, defects in title, and any matter relating to odometer mileage, odometer statements, or damage disclosure statements.

If PAA is required to make a claim as a result of this transaction against either SELLER or PURCHASER or an agent or employee of SELLER or PURCHASER or any insurance carrier insuring or bonding SELLER or PURCHASER, then PAA shall recover, in addition to the amount of the claim and the cost incurred in the claim, reasonable attorney's fee in the amount not less than 25% of the amount of the claim, regardless of whether suit is filed, including appellate fees and costs. Interest shall accrue on the unpaid balance of any such claim at the rate of 1.5% per month.

For valuable consideration, and to secure final payment of any indebtedness owing to PAA arising from the sale of the consigned vehicle, purchaser hereby grants to PAA a security interest in such collateral consisting of the vehicle, together with all additions, accessions, accessories, replacements and in the proceeds thereof.

Delivery of the consigned vehicle to the possession of the Purchaser prior to final payment having been received by PAA, and until a valid certificate of title for title for the consigned vehicle has been delivered to Purchaser is solely for the convenience of Purchaser, and conditions have been first met.

By accepting PM's check or draft Seller agrees to be bound by the TERMS OF SALE and acknowledges completion and execution of the required damage disclosure statement and odometer mileage statement pertaining to the vehicle described herein.

PAA has acted solely as agent in this transaction and both seller and buyer agree not to hold this auction or its employees liable as a party to this contract of sale or as a transferee of the subject motor vehicle.

REV 03/13