



## Brainerd

### General Arbitration Rules

- All arbitration is final and binding.
- For all arbitration purposes, Sale Day is considered Day 1.
- CMDA makes the final decision on all arbitration issues.
- CMDA reserves the right to determine if a vehicle is unsafe.
- CMDA reserves the right to void any deal at any time if we believe the buyer was not granted a fair and ethical sale
- CMDA is not responsible for any Administrative errors.
- CMDA reserves the right to consider normal wear & tear as part of the decision making process.
- Inspect every vehicle you bid on prior to the auction, Central Minnesota Dealer Auction is not liable for buyer's mistakes
- Green Light guarantee ends on sale day at 5pm (vehicles cannot be exited), if a vehicle leaves the lot and/or the issue is not brought to the arbitration manager's attention by 5 PM on sale day it is no longer subject to arbitration
- If a vehicle is returned for any reason, no more than 200 miles will be allowed in excess of the original miles when it sold at CMDA.
- All vehicles sold for  $\leq$  \$2000 are considered AS IS, unless otherwise announced by the seller.
  
- All vehicles sold for  $\leq$  \$2000 can **NOT** be arbitrated for frame or structural damage of any kind, under any circumstance.
- All vehicles sold for under \$1000 are sold absolutely AS-IS without arbitration of any kind unless otherwise announced. However, title rules still apply.
- CMDA only accepts AutoCheck history reports and does not honor CarFax history reports for arbitration purposes.
- CMDA uses an internal, wholesale labor rate of \$65/hour for all arbitration purposes.
- CMDA reserves the right to use aftermarket, remanufactured and used parts as part of arbitration policy.

### **Amendments to Policy**

Central Minnesota Dealer Auction reserves the right to modify or amend this Policy at any time and for any reason. Any changes to this Policy will be preceded by a notice posted on our website at [www.cmdauction.com](http://www.cmdauction.com) (Under Services Tab) and/or by posting the changes at our auction site.

### **What can be arbitrated?**

- Except for the matters listed below, any major undisclosed defects that would cost over \$600 to repair according to manufacturers established warranty standard rates and that ought to have been announced (see list of mandatory announcements under Seller's Obligations) but were not, are subject to arbitration.
- Structural Damage, as outlined by the NAAA Structural Damage Policy.
  - Any defect that was announced is not subject to arbitration.
  - The arbitrator will inspect only the item or issue raised by the buyer during the arbitration process; no other items will be considered or subject to arbitration during the arbitration inspection.
  - Central Minnesota Dealer Auction reserves the right to refer the vehicle to a specialty shop for consultation. If a specialty shop is consulted, the party against whom the arbitration decision is made must pay all costs of the diagnosis, including transportation or towing fees, if applicable.
  - The buyer must pay an arbitration fee of \$100 to all vehicles subject to arbitration. If the arbitrator determines that the buyer's claim is legitimate, then the seller will be responsible for the arbitration fee.
  - The decision of the arbitration manager is final and binding on both the buyer and seller. By entering into the arbitration process, the buyer agrees to be bound by the arbitrator's decision. By consigning a vehicle at CMDA, the seller agrees to participate in any process initiated by the buyer.

### **What is NOT subject to arbitration?**

Wearable items including:

- Windshields and other glass items
- Tire Pressure Monitoring Systems
- Upholstery, headliners, mats and trim
- Visible rust
- Visible body damage
- Axle joints, CV joints, driveshaft
- Springs, shocks, tires, brakes, suspensions, clutch assemblies and cooling systems, heater core, power steering, tune-ups, and exhaust (mufflers, piping, etc.)

### **AS IS/Red Light vehicles**

The following must be disclosed under Red Light:

- Odometer discrepancies
- Structural Damage (according to NAAA standards)
- Tow/Inoperable Units

**AS-IS no arbitration of any kind except for title branding.**

• Specialty Vehicles

Boats, motor homes, antiques (20 years or older), equipment, trailers, motorcycles, snowmobiles, kit cars, exotic cars unless sold with a Seller's guarantee

The following MUST be announced or the vehicle may be arbitrated:

- Grey market vehicles (does not include vehicles manufactured in a foreign country where the first country of use is the US)
- Canadian, Mexican etc.
- Altered vehicle model emblems or misbadging
  - o SE to LE etc.
- Heavy Modifications
- Previous fire damage
- Previous Flood damage
- Municipal vehicles (Police, Fire, City, State, etc.)
- Odometer inoperative or mileage not properly disclosed
  - o Over
  - o TMU
- Salvage title, previous salvage or branded title
- Biohazard vehicles
- Lemon law or manufactures buy back vehicles
- Vehicles manufactured without air conditioning (AC system must be present)
- All 2 wheel drive vehicles that have the appearance of being a 4 wheel drive vehicle (Lifted, off road tires etc.)
- State issued VIN plates
- Vehicles sold on an MSO or CO
- Converted fuel engines (not Hybrids)
- Previous Theft History (Title branding, CARFAX, AutoCheck, NICB)

**Arbitration times are as follows (Sale Day is Day 1):**

- Green Light Sale Day 5pm (vehicles cannot be exited)
  - Red Light Sale Day 5pm (vehicles cannot be exited)
  - Misbadging Sale Day
  - Frame/Uni-body Damage 7 Days/14 Days out of State
  - Voided Factory Warranty 7 Days/14 Days out of State
  - No Title 30 Days
  - Salvage, Previous salvage or branded title 90 Days
  - Odometer Disclosure (TMU) 90 Days
  - Flood/Fire History 90 Days
  - Theft History 90 Days
- \*\* Auction reserves the right to extend periods at their discretion.

### **Returning Vehicles**

- When returning a vehicle, you must notify the Arbitration manager and the vehicle must be accepted. If a vehicle is returned for any reason, no more than 200 miles will be allowed in excess of the original miles when it sold at CMDA.
- The vehicle must be in the same or better condition when returned then when purchased.
- Lost profits, commissions, vehicle reconditioning, transportation expense, floor plan fees etc. will not be reimbursed by CMDA.

### **Late Title Policy**

Seller has 30 calendar days to provide a negotiable title to the buyer. If a title is not provided within 30 calendar days, the buyer may return the vehicle. Buyer must provide 24-hour notice to CMDA office manager for all vehicles being returned for late title, regardless of how late the title is. If the title is turned in to CMDA before the vehicle is returned, title takes precedence and vehicle cannot be arbitrated/returned. All other rules for returning vehicles apply.