



## **Mountain State & Capital City Auto Auctions**

### **POLICIES**

***The Owner & Management would like to thank you for attending our auction and abiding by the rules we have set. We find these rules to be fair and just, and help us to operate a proper and honest auction for all. If you ever have any questions or comments concerning the operation of our sale, we are always willing to listen. We look forward to your business and to provide you service that is unmatched in the auto auction industry.***

### **GENERAL POLICIES**

1. This sale is for licensed and registered dealers only. You must be registered to buy or sell, and use your ID card to receive bidder badge.
2. All titles and ownership papers on sold cars must be processed through office.
3. All cars purchased and/or sold on premises must be paid for through office.
4. When "title attached" is not announced at the block, the buyer has the right to reject the car.
5. All titles submitted by seller must be in seller's name.
6. Buyer is responsible for verifying serial number on all purchases. No vehicle will be offered for sale without serial number plate or proper identification. Replaced VIN plates must be announced.
7. All cars sold for \$2000.00 or less (making them an "As-Is" sale regardless of color of light on) or announced as "As-Is" must be paid for immediately.
8. Seller guarantees (unless declared) all noted items which are subject to arbitration on all cars sold for \$2,001.00 or more.
9. All police cars, taxi cabs, municipal cars, reconstructed, previous salvage history, and flood cars must be announced.
10. It is BUYER'S OBLIGATION to watch lights and listen to "announced conditions."
11. The auction is not responsible for warranty books or plates regardless of year, make, or model. Nor is warranty expressed or implied as to the accuracy of the odometer reading.
12. The auction house does not guarantee the year of any foreign car, house trailer, boat, boat motor, antique, tractor, dune buggy, motorcycle, 4-wheeler, motor home, or any other "Toy for Big Boy" units. Satisfy yourself before settlement, as the auction will not become involved in any subsequent dispute.

13. All cars sold with a drive (green light) must be settled by 5:00pm Sale Day.
14. Any further purchase other than "under the hammer" is an "As-Is" transaction, except frame and it must be disclosed.
15. "If" sales will be binding to the buyer for 2 hours. In the event the auction cannot reach the buyer, the "If" sale stands until contact can be made. "If" or "Try" sales are strictly between the buyer and seller, and the auction should not be involved with defects. All "If" or "Try" sales that are within the fleet lease office is binding until the end of that business day.
16. Cars 20 years or older are not subject to arbitration including frame damage.
17. SPARE TIRES are the responsibility of the Buyer. Buyers are urged to inspect trunk before bidding.
18. Canadian vehicles must be announced.
19. Auction will not be responsible for incorrect information, such as year and mileage on windshields. Buyer is responsible for verifying odometer reading and VIN number.
20. Information in the Dealer Handout is for convenience and reference purposes only, and must be verified by the buyer prior to sale. The Dealer Handout information is subject to last minute changes, errors or omissions in Dealer Handout are not grounds for arbitration.
21. At times, the need arises for an outside evaluation. The vehicle will be sent to a new car dealership for the make of vehicle involved. If the third party evaluation is in agreement with the Auction, the expense of the evaluation will be the responsibility of the requesting dealer.
22. In the event there is a discrepancy on price, representation or bidder number, the audio or video tapes will be the determining factor.
23. Data received from vehicle history information services (ie. Carfax, Auto check, etc) is not, in and of itself, proof of a defect in a vehicle or its title history. Nor will a Carfax problem be subject to arbitration.
24. Any modification that voids factory warranty must be announced – 7 day arbitration.

**SUBJECT TO ARBITRATION**  
**(Unless Declared)**

**Please note that the allotted time for “in the lane” purchase arbitration process is a 7 day cycle. The start day of the allotted arbitration time will be the original sale date of the auction when the unit was purchased. A unit purchased via the internet venue will be allotted a 10 day arbitration cycle. The start day of the allotted arbitration time will be the original sale date of the auction when the unit was purchased.**

- A. Current model years: (current year starts on Oct. 1) Paint Work (3 Panels or more not including bumpers) must be announced (except minor brush touch-up) on units under 10,000 miles. B. Transmission-Clutch-Rear End.
- C. Air Condition Unit, except 5-yr. old and older vehicles.
- D. Frame damage, rotted out or frame repair-must be announced if sold for \$2,001.00 or more. Frame damage, rotted out, or frame repair-must be reported and returned to the

auction within one week from date of purchase. Frame damage caused by a jack or minor dents that do not affect the structural integrity of the frame will not be reason for rejection.

- E. Flood cars must be reported within one week and returned by one week from purchase date.
- F. Odometer discrepancies. TMU must be announced.
  
- G. Cracked or welded cylinder blocks must be reported by 4:00 pm day after sale.
- H. Motor defects or lower bearing noise which cannot be repaired for \$500 or less.
- I. Any accepted adjustment is automatically an “as is” transaction, except frame.
- J. The first \$500.00 belongs to the buyer-if can be fixed for \$500.00 or less, the item is not subject to arbitration. Price includes labor.
- K. Unitized body undercarriage damaged or rotted out must be announced.
- L. Altered or removed emission equipment. EXCEPTION: Cars purchased for less than \$2,001.00. Must be reported by 5:00pm on next business day following sale day.
- M. ABS Brake Light on and/or any other issues with ABS Brakes that are greater than \$500.00 (Repairs are not inclusive; each individual problem is considered a standalone issue and not combined).
- N. Air Bag related problems or the airbag light is on and is greater than \$500.00 (Repairs are not inclusive; each individual problem is considered a standalone issue and not combined).
- O. Canadian cars not announced must be reported within one week and returned by one week from purchase date.
- P. Any modification that VOIDS FACTORY WARRANTY.
- Q. If title is marked, “mileage exempt,” it must be announced.

***\*ALL ARBITRATION MUST BE SUBMITTED BY CLOSE OF BUSINESS DAY.***

### **NOT SUBJECT TO ARBITRATION**

- A. One (1) year old or older: windshields, windows, upholstery, rust underneath (except unibody) and any other of the obvious defects.
- B. Exhaust system and exhaust smoke (unless excessive). Missing catalytic converter on 5-yr. old vehicle and newer must be announced by seller and must be reported by 4:00pm. Tuesday following sale day. EXCEPTION: Cars purchased for \$2,000.00 and less. Gas filter neck punched-out must be announced and reported day of sale. C. Leaking and wet transmission. EXCEPTION: Front Wheel Drive Cars. D. Check Engine Light on is not subject to arbitration.
- E. Any vehicle sold for under \$2,000.00 is not arbitrable for any reason. EXCEPTION: If not announced: R0title, Previous Salvage History, Salvage, Flood, and Odometer. F. Cruise control, power antenna, electric windows, electric seats and radio. G. Oil leaks.
- H. Normal slop in drive line of 4x4.
- I. 5 yr. old and older or 50,000 miles and up: backlash, play in drive line and motor noise (except bearings) [however, they should be announced as such]. J. Vehicles sold with altered suspension.
- K. Any Daimler/Chrysler product, including Dodge Trucks and Jeeps, Rear End Noise are NOT subject to arbitration (unless excessive).

***GREEN LIGHT – “SOUND”***

Selling dealer declares car is subject to all arbitration policies.

*YELLOW LIGHT – “DEFECT”*

Sold with a drive subject to the following conditions which must be announced: defects in engine, transmission, rear end, and other mechanical defects of over \$500.00, non-standard motor and transmission, major exceptions to the original or advertised production specifications for items deleted or added. Also, “green light” vehicles announced with flood, frame, odometer, reconstructed, previous salvage history or salvage – these announcements are illustrated by yellow light.

*WHITE LIGHT*

Attention to over 100k miles.

*BLUE LIGHT – “TITLE ATTACHED”*

Assignable titles do not accompany car. May require up to twenty (20) days, including Saturdays, Sundays, National, and State holidays for Auction to receive title.

Buyer is cautioned not to spend any money on unit, and not to sell unit until title is received.

Buyer checks are deposited immediately by the auction. With prior approval, at dealer’s request, title attached checks will be held with buyer’s guarantee that funds will be available to the

Auction when title is delivered. After the twenty (20) day period, it is the buyers’ option to return the car, or wait a reasonable additional period of time for the title.

In the event that the title is not received by the auction within the twenty (20) day period, special arrangements must be made with the auction before the unit is returned. The buyer is required to notify the Auction one (1) business day before returning vehicles. The seller has until the close of next business day (5:00 pm) to produce a title before a car can return. Buyers who, in the opinion of Auction Management, put excessive miles on title attached vehicles *may forfeit their right to return such vehicles*, regardless of the title status.

NOTE: The vehicle must be returned in same condition as when it departed the sale, or buyer will be liable for damages.

*RED LIGHT – “AS IS”*

This light is used to sell all “As Is” units which means these units cannot be rejected for any reason EXCEPT:

- Not announced: R-title, previous salvage history
- Frame – only if over \$2,000.00

Red Light also will be used to sell – and must be announced:

- Flood car
- Police car
- Fire car
  
- Antiques
- Boats
- Reconstructed units – salvage
- Municipal car
- Dune Buggy
- Motor Home
- Taxi
- Any “Big Boy Toy”

- Wrecks
- All units 20 years and older

RECONSTRUCTED VEHICLES: Selling dealer is responsible for announcing if the title is or ever has been a Reconstructed or Salvage Title, regardless of color of light it is running under – illustrated by a “yellow announced condition light.” Any problems arising from these conditions must be reported to the Auction within thirty (30) calendar days – NO EXCEPTIONS!

Any vehicle sold for \$2,000.00 or less is an “As-Is” vehicle regardless of what light it was run under.

### OUTSIDE SALES

Any sale other than “under the hammer” will be considered an outside sale. Outside sales are strictly between the buyer and the seller and are not binding on either party until the sale is consummated. The auction will not become involved in any arbitration procedures or be responsible for any defects on units sold outside of the sale. EXCEPTION: Frame. **Reminder: All cars purchased and/or sold on premises must be paid for through the office. Failure to do so will result in revocation of buy/sell privileges.**

### CERTIFICATES OF ORIGIN

Vehicles sold with Certificates of Origin must be announced. Only franchised dealers may sell with Certificates of Origin. A special release form must be signed by buyer and seller. The auction will not be responsible to buyer if sales tax is applicable in their state. Seller must announce Certificate of Origin.

Title must be turned in by ½ hour after sold: or will be sold “Title Attached.”

### UNACCEPTABLE TITLES

Titles with the following defects are not acceptable:

1. Alterations
2. Erasures
3. Wrong digits or description
4. Improper reassignments
5. Missing forms
  
6. Foreign country titles
7. Titles, Bills of Sale, and Reassignments which require Notary’s signature must also carry that Notary’s seal.

### ODOMETERS

Seller must announce if odometer is not working properly, if he has any knowledge that mileage on vehicle is different than mileage on odometer.

1. The Auto Auction has the right to suspend any dealer that they believe is guilty of selling cars with tampered odometers.
2. Any dealer either guilty or innocent who sells a car where odometer tampering can be confirmed will be required to purchase the vehicle and reimburse the buyer for reasonable handling expenses along with paying a penalty of \$500.00 of which one half goes to the buyer and one half to the auction to defray expenses.

3. Check all titles closely for alterations or erasures, and if we feel an altered title was knowingly presented to us for processing, we will suspend the dealer's trading privileges.

### **BUYERS**

Please examine cars before bidding and listen for all "announced conditions" of the unit. Cars should not be road tested until the buyer has the proper sales receipts for release from the lot.

Payment is to be in the form of CASH, CASHIER'S CHECK, or WIRE TRANSFER. Floor Plans & Business Checks must be preapproved through the auction.

Payment is due by close of business on sale day. A \$95.00 late fee will be applied to each vehicle not paid for by close of business on sale day.

Bringing RETAIL customers to the auction is strictly prohibited and will result in revoked buying privileges.

Buyer must verify VIN, model year and odometer before leaving the sale. Auction will not be responsible for incorrect information, such as year and mileage on windshields.

Please examine the serial number, plate, and the mileage reading before leaving the sale. BUYER ASSUMES RESPONSIBILITY FOR MECHANICAL FAILURE AFTER LEAVING SALE - this includes transportation provided by the auction at the request of the dealer.

### **SELLERS**

Please have your units on the premises as early as possible on Sale Day, avoiding the last minute rush. Please represent your cars accurately and fairly.

It is the Seller's obligation that Block Lights are correct, and to correct any errors made by the auction as to "announced conditions" – i.e. model year, mileage on windshields/Auctioneer announcements of year and mileage on windshields.

Buyers and Sellers should always use their ID card/pin number to enter their cars for sale and receive bidder badge. Please help us serve you better by always using your ID card number.

***The decision of the arbitrator and/or management shall be FINAL in all disputes.***

Dealers reserving numbers and not using them will be billed registration fee.

Returned Vehicles - Seller will be billed for Buyer's & Seller's Fees on any returned vehicles. Auction assumes no responsibility for clerical errors.

### **GENERAL RULES OVERVIEW:**

#### ***Answers to Most Frequently Asked Questions***

It is the SELLER'S OBLIGATION that Block Lights are correct, and to correct any errors as of descriptions on the vehicle or announced conditions – i.e. year and mileage on windshields/Auctioneer announcements of year and mileage on windshields.

It is the BUYER'S OBLIGATION to watch lights and listen to announced "conditions," and to verify VIN, model year and odometer before leaving the sale.

All cars sold with a drive must be settled by 5:00pm Sale Day.

"If-Bid" sales will be binding to the buyer for 2 hours. In the event the auction cannot reach the buyer, the "If" sale stands until contact can be made. "If" or "Try" sales are strictly between the buyer and seller, and the auction should not be involved with defects.

Frame damage, rotted-out, or frame repair must be announced if sold for \$2,001.00 or more. Frame damage, rotted-out, or frame repair must be reported and returned to the auction within one week from date of purchase. Frame damage caused by a jack or frame *\*under 1 inch\** will not be reason for rejection.

Flood cars must be reported within one week and returned to the auction within one week from date of purchase.

The first \$500.00 belongs to the buyer; if it can be fixed for \$500.00 or less, the item is not subject to arbitration (includes labor).

Assignable titles do not accompany car. May require up to twenty (20) days including Saturdays, Sundays, National, and State holidays for Auction to receive title. A 24-hour notice must be given in order to return the vehicle.

After the twenty (20) day period, it is the buyer's option to return the car, or wait a reasonable amount of time for the title. Buyers who, in the opinion of Auction Management, put excessive miles on title attached vehicles may forfeit their right to return such vehicles, regardless of the title status.

Selling dealer is responsible for announcing if the title is or ever has been a Reconstructed, Salvage Title, or Factory Buy Back.

Any vehicle sold for \$2,000.00 or less is an "As-Is" vehicle regardless of what light it was run under. Exception: If not announced: R-title, previous salvage history, salvage, flood, or odometer.

- Returned Vehicles - Seller will be billed for Buyer's & Seller's Fees on any returned vehicles.
- **Auction will not be responsible for mechanical failures during transit.**
- All vehicles not paid for by Tuesday at 12:00pm will be assessed a \$95.00 late fee.
- Post Sale Insurance (PSI) can only be purchased on sale day is only valid for a 7 day cycle. This PSI cycle - day 1 begins - day of sale.
- No PSI can be purchased on the sale of Diesel Trucks. This applies to "in the lane" and "online" purchases.
- No PSI can be purchased on units that are sold on the internet as "Red Light". Only frame can be reviewed at the same cost.
- No PSI can be purchased on units that have 150,000 miles or greater.

*Thank you for attending and abiding by these rules. We believe they are fair and just and help us to operate a proper and honest auction for all. If you ever have any questions or comments concerning the operation of our sale we are always willing to listen. We look forward to your business and are anxious to provide service we feel is unmatched in the auto auction industry.*

The Owners and Management