

# CENTRAL MASS AUTO AUCTION RULES & REGULATIONS

## ARBITRATION POLICY

Arbitrations must be made in writing and in person within (1) hour from the end of the sale. **This includes IF bids.**

ONLINE - (7-days) from the original sale date as long as the vehicle has had a (PSI) Post Sale Inspection.

The *defect* must be listed, as only one arbitration per vehicle will be allowed in matters of interpretation of auction policy, the decision of the auction management will be final. Any stipulations, promises and guarantees made between the buyer and seller must appear in writing in the bill of sale before it may become part of the transaction. The auction assumes no responsibility for verbal commitments from the buyer or seller. A *vehicle* is no longer arbitratable once it leaves the CMAA lot. **Vehicles may not be arbitrated based solely upon information from electronic data history, IE. Carfax or engine light, etc.** Once a vehicle is removed from the auction, it is no longer eligible for PSI or Mechanical arbitration.

### Vehicle Condition Grades/Condition Report

Vehicles' grades are assigned without the benefit of mechanical or structural evaluation. Bidders are advised to reference light codes and vehicle announcements when determining mechanical soundness. There will be no arbitration based on vehicle grades or CRs.

**All boats, campers, RVs, trailers, motorcycles are not arbitratable for any reason.** If you are not a licensed boat dealer, you are responsible for taxes. CMAA does not guarantee year make and model paperwork for any boat, camper RV, trailer, or motorcycle.

## STRUCTURAL POLICY

Frames are guaranteed for (5) working days to the seller and must be returned by the following Wednesday, no later than noon. Altered frames on non-factory body such as limos, plows, hitches, and vehicles sold for \$3500 and under are not arbitratable.

## NOT SUBJECT TO ARBITRATION

- Vehicles sold for \$3,500 or less are **not subject** to arbitration for any reason including TMU.
- All visible defects
- TMU, over 100K, 200K, etc.
- Rack & pinion issues
- Check engine lights, ABS, A/C, SRS
- Diesel engines
- Airbag light (unless deployed or missing)
- Yard deals vehicles
- Jeep rear-ends
- All donation vehicles
- INOP vehicles
- Municipal & repo vehicles are as-is, including structural damage
- Subframes
- Electrical accessories
- Electric Vehicles

Vehicles (4) years or older with over 100,000 miles, or TMU, are considered "As-Is" unless announced "green light." Year is defined as a calendar year. For example, in calendar year 2019, 2016 or older are not subject to arbitration.

## SELLING LIGHT SYSTEM

OK

AS-IS

Title Attached

Listen

### GREEN LIGHT = OK OR SOUND

Vehicle free of any known major defects. Any single mechanical defects with a repair cost of \$800 or more is eligible for arbitration. Refer to Arbitration Guidelines (section VII) of the NAAAA Arbitration Policy for more information. Eligible for the additional purchase of a PSI with customers request by 1:00pm sale day.

### RED LIGHT = "AS IS"

"AS IS" are sold (As Is) with no warranty. It is the buyer's responsibility to have previewed the car personally or contracted with another individual to preview the car on the buyer's behalf before bidding for the vehicle. All sales are final.

### BLUE LIGHT = TITLE ATTACHED TITLE ATTACHED (NO TITLE)

Sellers have (15) working days to provide titles if announced T/A.

### YELLOW LIGHT = LISTEN

Vehicles sold subject to the following conditions must be announced by the seller.

1. Title Attached.
2. TMU and/or over 100,000 miles, 200,000 etc.
3. Inoperable odometer.
4. Salvage or insurance titles.
5. Structural damage, unless \$3,500 or less.
6. Cracked block (end of sale day)
7. Non-titled vehicles / RI Reg.
8. Previous Canadian vehicles.
9. (2)-Wheel Drive (SUV & Pick-Ups)
10. Lemon Law/Buy Backs on vehicles (4) years old and newer as defined by the calendar year.

# AUCTION POLICY TERMS & CONDITIONS

1. Each dealership must have a completed application, dealer license and dealer bond on file. Only dealers complying with the motor vehicle regulations of their state may attend the auction.
2. Dealers are responsible for providing annually updated copies of their dealer license and all changes pertaining to their dealership as they occur.
3. All authorized Buyer's and Seller's representative's must be listed on the application. The dealership is responsible for all transactions and payment. The auction will not remove or add any representatives without written approval from the owner of the company.
4. A current driver's license must be used to enter the auction grounds and may be checked periodically by security.
5. No retail customers are allowed. Any violation of this policy will result in revocation of auction privileges. Dealers are solely responsible for their employees and reps. All drivers must have a valid dealer plate in their possession.
6. NO CHILDREN UNDER 18 ALLOWED.
7. The auction reserves the right to refuse to auction any vehicle. The auction has the right to cancel any sale for any reason.
8. Personal checks are not accepted. If writing a check, it must be a business check approved by CMAA. A service fee of \$110 will be charged for all returned checks.
9. Restitution must be made from any balances due resulting from a returned check before being readmitted in the auction. The dealer herein grants permission to the auction to sell any vehicle to offset any outstanding checks or fees.
10. Any dealership that stops payment on check will not be allowed to attend further auctions.
11. Keys are to remain in the vehicles until they are exited. A \$100 fee will be charged for any such vehicle. CMAA is not responsible for damage while trying to move a vehicle with no keys.
12. A service fee of \$100 will be charged for any vehicle NOT PAID by 12pm the following Monday.
13. Prior to placing bids, the Buyer is responsible for inspecting the vehicle, listening to and reviewing any verbal or written announcements and disclosures made by the Seller, Auction, Auctioneer, or Selling representative. Buyers are also responsible for reviewing all pertinent information, including but not limited to, announcements, disclosures, condition reports, and pictures. The auction will not arbitrate vehicles based on unintentional errors or omissions of any information related to the vehicle, vehicle markings, trim packages, options, drive-ability or vehicle listings as they are for the convenience of the Buyer and are not to be relied upon as accurate or complete. Buyer is responsible for inspecting the vehicle.
14. Purchased vehicles that remain after the following Monday will be assessed a \$50 storage fee, plus \$10 per day thereafter.
15. Buyers are also responsible for observing and understanding the sale lights, (Green, Yellow, Red, and/Blue), which identify various sale conditions for the vehicle. 2. It is strongly encouraged that the Buyer should have a Post Sale Inspection (PSI), warranty or assurance product from the auction on vehicles purchased.
16. Dealers will be charged for all numbers reserved even if they do not use them unless they are canceled by noon on Wednesday.
17. The Seller is responsible for the accuracy of the vehicle's information as well as announcements and accompanying lights. It is the Seller's obligation to announce conditions.
18. The auctioneer determines the successful bidder. The Buyer is not released from the deal and is liable for any losses or expenses.
19. CMAA assumes no responsibility for the accuracy of the odometer readings. The accuracy of mileage that appears on any parts of the vehicle is the responsibility of the Seller. The Buyer should be satisfied as to the mileage, year, make, model, trim package and equipment prior to bidding on vehicle.
20. The auction reserves the right to correct clerical errors.
21. CMAA does not take responsibility for theft or damage of any vehicle and/or personal property left on the premises.
22. Exited vehicles are expected to be removed from the property as soon as possible. Vehicles left for extended periods, parked in restricted areas, or in the front lot at noon on the following Wednesday will be subject to towing, storage, or other fees.  
Purchased vehicles that remain after the following Monday will be assessed at \$50 storage fee, plus \$10 per day thereafter.

## IF BIDS

If an "IF BID" is announced by the auctioneer, the Buyer is bound to the sale until the end of the sale day. It is the responsibility of the Buyer to check with the auction to see if their offer was accepted. "IF BIDS" are subject to the arbitration policy.

If a vehicle is sold without the Title Attached announcement, the Seller must produce the title by 5:00pm on Thursday. Any deal sold without the title (or properly announced State registration), and not sold under the blue light will be subject to rejection or incur a \$100 late fee.

The Seller has up to 15 working days to produce the title if it was announced Title Attached. The Buyer is cautioned not to sell or spend any money on the vehicle until title is received. Buyer is required to notify the auction before returning vehicle (after the 15 day grace period). Additional mileage must be determined by CMAA as reasonable before being returned. If the title has been transferred to the Buyer, or mailed to the Buyer from the auction prior to the return of the vehicle, the deal stands.

Seller has up to a maximum of 15 business days for title to be received by Auction. (Sale day is Day 1). After CMAA calendar day period, it is the Buyer's option to return the vehicle or wait a reasonable period of time for the title. If, after 90 calendar days, Seller has not produced negotiable title and Buyer has not returned the vehicle, this title guarantee shall not apply and CMAA shall have no duty to pay Seller. If Seller does not produce title within 15 business days a \$200 administration fee will be charged if vehicle is returned.

A vehicle is not considered returned until received, inspected and approved for return by Auction management. Any vehicle returned must be in the same or better condition as when sold. Any vehicles delivered to and left on Auction premises without Auction approval remain the sole responsibility of the Buyer. Buyer assumes all risk of loss. Vehicle must be returned in a timely manner consistent with Auction direction. Seller/Auction shall not be liable for any vehicle sale or repairs made by the Buyer before the title is received by the Buyer. If the title has been mailed from the Auction to Buyer, Buyer may not return vehicle. If the Seller presents a valid negotiable title to the Auction within close of business on the next day (excluding weekends and auction observed holidays) from the time that the Buyer notifies the auction of their intent to return the vehicle, then the transaction will stand.

The Buyer or Buyer's agent (transporter or driver) must document any damage on the gate release prior to removing the vehicle from the Auction. Seller will not be responsible for any damage not identified on the gate release once the vehicle is removed from the location.

# POST SALE INSPECTIONS

## BENEFITS

- Get piece of mind with on-the-ground information
- Minimize unexpected repair costs
- Save time - inspections take place before the vehicle even leaves the auction

## PSI COVERAGE

- The PSI is not insurance or a guaranteed buy-back policy, but a mechanical inspection performed by a trained service technician to provide greater assurance in the buyer's purchase related to the items on the post sale inspection checklist.
- If an inspected item or part fails during the PSI coverage period (7 days or 14 days), the item will be replaced or repaired at CMAA's option.
- If the auction chooses to reimburse the dealer for items on the checklist (see PSI checklist) that fail or were not discovered in the PSI and the vehicle is still within the applicable PSI coverage period, the auction will reimburse the dealer for the actual expense of repair or replacement up to a \$1000 maximum.
- The vehicle must have 200 miles or less accumulated on the odometer in order for the dealer to file a dispute to the PSI findings. Vehicles driven over the 200 miles limitation will not be eligible for dispute.

## PSI TERMS AND CONDITIONS

- The Buyer is financially responsible for payment of the PSI fee regardless of whether the vehicle passes or fails inspection.
- The coverage and provisions apply only to the original buyer of the PSI. The service coverage period are void once the vehicle is resold. The service coverage cannot be transferred to any subsequent wholesale or retail buyer.
- If a vehicle fails PSI and the buyer seeks a price adjustment or chooses to void the sale; the vehicle would be placed into the arbitration process and the NAAA Arbitration Policy and also CMAA Arbitration Policy would govern the arbitration.
- A vehicle that initially passes PSI and is later returned by the buyer under the PSI Coverage will be processed according to the NAAA National Arbitration and the CMAA Arbitration

Policies. CMAA is responsible for discussion of arbitration issues with the seller.

- A vehicle returned for any reason under the PSI Coverage must be in the same or better condition than when purchased. Further, CMAA will not reimburse a dealer for transportation, re-conditioning, other work expenses performed on the vehicle that is returned or lost profit from retail or wholesale transactions.
- Vehicles with an odometer reading of over 125,000 miles or more, green light on the block; are subject to sale day only post sale if purchased by the buyer,
- Vehicles sold AS-IS; these vehicles are subject to the information-only PSI report at the buyers option.
- The following are excluded and not covered under the PSI Policy:
  - Kit vehicles
  - Hand built exotic vehicles (including but not limited to Aston Martin, Bentley, Bugatti, Dodge Viper, Ferrari, LaForza, Lamborghini, Maserati, Maybach, McClaren, Panoz, H1 Hummer, Rolls Royce, and Land Rover)
  - Trailers
  - Motorcycles
  - Watercraft
  - Recreational Vehicles
  - Electric Vehicles
  - Antiques (20 years or older)
  - Homemade Vehicles
  - Heavy Trucks and Equipment
  - Vehicles or conditions specially excluded in the most current NAAA Arbitration Policy
  - CMAA reserves the right to limit the number of times that a dealer can use the PSI program including the right to disallow a dealers participation in the program.
  - CMAA reserves the right to modify, alter, discontinue or terminate this policy at any time for any reason whatsoever, with or without notice.
  - If disputes are not otherwise covered by this PSI Policy, the auction will refer to the CMAA Terms and Conditions, the NAAA National Arbitration Policy and CMAA's most current Arbitration Policy for resolution.

<b>Post Sale Fees</b>	<b>Structure Check</b> \$75	<b>Sale Day</b> \$100	<b>7-Day PSI</b> \$175	<b>14-Day PSI</b> \$225
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**PSI MUST BE MADE BY 3PM SALE DAY**

# 7 AND 14 DAY INSPECTION GUARANTEES

<b>Guarantee Period</b>	7 and 14 Day Inspection Guarantee
<b>Mileage and Lights</b>	Green light < 125K miles
<b>Vehicles Purchase Price</b>	Over \$3500
<b>Inspection Items</b>	<ul style="list-style-type: none"> <li>• Odometer verification</li> <li>• Transmission engagement and function</li> <li>• Engine function and operation</li> <li>• Drive-train               <ul style="list-style-type: none"> <li>4x4 system engagement</li> <li>Differential engagement</li> </ul> </li> <li>• Brake function</li> <li>• Electrical accessory function (for vehicles up to 4 model years old)</li> <li>• Emission control equipment present</li> <li>• Air conditioning checked for operation</li> <li>• SRS (supplemental restraint system/airbags) check for Defects over \$800</li> <li>• Structural/Frame checked</li> <li>• Flood inspection</li> </ul>
<b>Exclusions</b>	Seller-disclosed items for vehicles sold under Green and Yellow will not be inspected or guaranteed

**Claim Mileage Criteria** 200 miles

If an inspection item passes during the inspection, but then fails during the PSI guarantee period and costs \$800 or more to repair or replace, the defect is eligible for claim resolution with CMAA.

Advanced Driver Assist Systems (ADAS) are not inspected as part of PSI. Per NAAA guidelines, these systems must be inspected by a qualified third party outside the auction property.

<b>Guarantee Period</b>	<b>STRUCTURE/FRAME CHECK</b>
<b>Mileage and Lights</b>	ANY LIGHT
<b>Vehicles Purchase Price</b>	Over \$3500
<b>Inspection Items</b>	• Structure/Frame checked

<b>Guarantee Period</b>	<b>SALE DAY</b>
<b>*GREEN LIGHT*</b> <b>125K+ or 10 years or older – Under \$3,500</b> <b>Sale Day Only PSI Qualify</b>	
<b>Mileage and Lights</b>	Green light Green and Yellow light
<b>Vehicles Purchase Price</b>	Any
<b>Inspection Items</b>	<ul style="list-style-type: none"> <li>• Odometer verification</li> <li>• Transmission engagement and function</li> <li>• Engine function and operation</li> <li>• Drive-train               <ul style="list-style-type: none"> <li>4x4 system engagement</li> <li>Differential engagement</li> </ul> </li> <li>• Brake function</li> <li>• Electrical accessory function (for vehicles up to 4 model years old)</li> <li>• Emission control equipment present</li> <li>• Air conditioning checked for operation</li> <li>• SRS (supplemental restraint system/airbags) check for Defects over \$800</li> <li>• Structural/Frame checked</li> <li>• Flood inspection</li> </ul>