

1. The licensed and registered dealer will be held responsible for all business transactions under his company name at America's Auto Auction West Michigan or America's Auto Auction Interstate 94, hereafter referred to as The Auction. All changes of ownership, authorized representative, banking facilities, addresses, and telephone numbers must be reported to The Auction. Personal checks are not accepted. A service fee of \$100 will be charged on all returned checks/drafts. Dealers may not stop payment on a check. The Auction is for licensed and registered dealers only. Unauthorized persons are not allowed in the auction arena area. Each dealer must be registered with The Auction in order to buy or sell.

2. All units must be paid for by the close of business sale day. The Auction suggests all units be paid for individually. If dealer pays for more than one vehicle per check, when title is received for first vehicle, the check will be deposited.

3. Although The Auction makes every attempt at accuracy, mileage and other information printed on the windows of any vehicle is for the convenience of dealer only. This information is not to be relied upon as complete and or accurate and is not subject to arbitration. It is the seller and buyers responsibility to verify accuracy of information on unit and bill of sale. The Auction will not be responsible for administrative errors.

4. Any and all vehicles purchased and/or sold on The Auction premises must be reported and transferred through the office. Dealers transacting deals on cars registered in auction, dealer to dealer, are subject to revocation of auction privileges.

5. Please have your units on premises as early as possible to facilitate proper registration.

6. No vehicle is authorized to leave The Auction grounds unless it is accompanied by a signed gate pass.

7. No vehicle will be offered for sale without a serial # plate or 2 additional points of ID. The Auction reserves the right to refuse the sale of any vehicle on which a vehicle ID plate appears marred or is in any way altered. All vehicles may be subject to investigation by Michigan State Police and/or National Theft Bureau.

8. The Auction is not a party to the contract of sale, which is between the seller and buyer. Any odometer discrepancy is not the responsibility of The Auction but between the buyer and seller. The Auction is not the transferor required to give the federal odometer mileage statement in connection with any sale or auction within the contemplation of the Motor Vehicle Information Cost Savings Act of 1972, as amended, or similar laws: the seller is the transferor within the contemplation of such and any odometer laws.

9. Because ownership of the vehicle or its accessories is never transferred to The Auction, The Auction does not assume responsibility for any theft or damage of same. The titled owner of the stolen or damaged property must make claim to his or her insurance company. Any vehicle and or personal property left on the premises are done so at owner's own risk.

10. All vehicles are sold according to lights and announced conditions. All 2 wheel drive and 4 wheel drive trucks, SUV's, crossovers and standard/manual transmissions must be announced. **Red Light AS-IS is just that, PERIOD.** Please see Selling Lights for clarification. No arbitration on cars sold AS-IS. This includes flood & frame damage units if sold AS-IS. All units over 150k are AS-IS regardless of seller announcements. \$2,500 and under is AS-IS. All cars 10 years and older based on model year are AS-IS. The auction does not participate in seller announcements between buyer and seller outside of auction. The Auction assumes no responsibility for verbal commitments. The Auction offers no ride and drive on vehicles or equipment.

11. Any vehicle misrepresented by seller/auctioneer announcement, advertisement, logo or decal is arbitratable day of sale only (except for Red Light AS-IS vehicles).

12. The seller may at his or her own discretion represent a vehicle SELLERS GUARANTEE. The vehicle will be subject to GREEN-LIGHT arbitration rules even is the vehicle would normally be considered AS-IS because of price, mileage or year. No Post Sales will be performed on Seller Guarantee vehicles.

13. The Auction accepts no responsibility for non-titled vehicles sold without title. Seller must announce the vehicle is being sold with a bill of sale only and that there is no title being transferred. All non-titled vehicles or equipment are sold Red Light AS-IS.

14. Kit vehicles, boats, RV's, trailers, equipment, ATV's and motorcycles are sold AS-IS.

15. All vehicles with a salvage title or previous salvage title must be announced and sold AS-IS.

16. Odometer readings must be in mileage, not kilometers.

17. On units 10 model years or older no announcements of mileage will be constituted as unit having accurate miles. All units sold exempt are truly exempt and cannot be arbitrated for mileage.

18. All titles submitted must be in the Seller's name. It is the Seller's responsibility to ensure that a sold vehicle's title is negotiable in the state in which The Auction resides and that the title is clear of all liens and encumbrances.

19. Titles with following defects will not be accepted; alterations and erasures, incorrect VIN, mileage discrepancies, improper reassignments, a retail customer that appears between licensed dealers or dealer reassignment, and missing signatures. Foreign titles and Certificate of Origins are unacceptable.

20. Titles must be presented at the block at the time the vehicle is being offered for sale or checked in at the office prior to the sale or announced and sold TA. A \$35 fee will be charged on any units sold TA. A full title is considered a TA and falls under TA guide lines.

21. When a unit is announced with title and title is not present, the buyer has the option to reject car day of sale only.

22. Any vehicle announced and sold TA is subject to turn down if title is not presented to The Auction by 5 p.m. 15 calendar days after date of sale. Day 1 is day of sale. Auction management must be notified prior to the return of the unit. Notification will only be accepted once the 15 calendar day period has expired.

23. Buyers are not to sell, damage, spend money or to put more than 500 additional miles on TA vehicles until the title is received. Buyer is to leave a check on any vehicle purchased TA. Auction or seller will not be responsible for repairs on TA purchases. Seller is responsible for auction costs and transportation should unit become a TA buy back.

24. In addition to the Green Light Policy, if seller fails to announce an odometer discrepancy, flood damage, frame damage, lemon law, Grey Market, rebuilt, municipal, salvage or previous Canadian title, the buyer may arbitrate unit.

25. All "outside sale" transactions are Red Light AS-IS (see selling Lights - Red Light As-IS) and must be processed through office management.

26. All If/Conditional sales are binding on the buyer for one hour. In the event The Auction cannot reach the seller, the If/Conditional sale stands beyond the one hour "if" period at the buyer's option until seller contact is made. Lease IF's are binding on the buyer for 2 hours.

27. The decision of The Auction management shall be final in all disputes. The Auction reserves the right to void any transaction and/or refuse service to anyone.

28. No visual damage other than hail damage needs to be announced.

29. It is the sellers responsibility to announce any non-standard item or major exception to original and expected equipment, such as no heater, non-standard engine, or 2 wheel drive versions of vehicles that offer 4 wheel drive.

30. Check engine light or any lights announced does not exempt vehicle from standard arbitration rules.

SELLING LIGHTS:

Vehicles will be offered for sale under a Green, Yellow or Red Light. Each light will signify the following:

GREEN LIGHT - Vehicle is mechanical "sound" within \$350 per single defect or an accumulation of \$600 to repair. **Wednesday \$200 for I-94 Vehicle Auction*

YELLOW LIGHT - Selling dealer must announce any item subject to arbitration, when these items are announced, they are no longer subject to arbitration. All other items not announced may be arbitrated within arbitration guidelines.

RED LIGHT, AS-IS - \$2,500* and under is AS-IS. 150,000 miles and over AS-IS. All cars 10 years and older based on model year are AS-IS. Under the Red Light, **NO ARBITRATION ALLOWED OTHER THAN:** Non-negotiable titles. Odometer discrepancies not announced, inoperable odometer, or any misrepresentation of the odometer, unless exempt. **Friday WMAA \$2,500 and 194 is \$1,500.*

Lease Company rules can supersede The Auction rules. Listen for Lease Company announcements.

ARBITRATION POLICY:

Arbitration available day of sale only.

Any fraudulent tampering to cover up a vehicle defect will result in a sale cancellation.

ALL arbitration must start and clear through the arbitration counter in office.

Any accepted price adjustment automatically makes the transaction "AS-IS" and is no longer subject to any arbitration (see Selling Lights, RED LIGHT, AS-IS).

If a seller misrepresents a vehicle which is turned down the seller will be responsible for all Auction charges.

IMPORTANT: Once a vehicle leaves the auction (gate passed), no arbitration is available.

• **Paint or Body Work:** Current model year vehicles only (Cut off September 1st), except minor touch-up and bumper cover airbrush. Body panel paint must be announced with the exception of bumper covers. Arbitration day of sale only.

• **Frame/Unibody Damage:** Frame/Unibody damage or Frame/Unibody repairs must be announced unless sold under red light. The Auction abides by the NAAA frame policies adopted in November 1, 2011.

• **Flood Damage:** Flood damage must be announced unless sold AS-IS.

• **Any Single Defect That Exceeds \$350 To Repair.** When sold under the **GREEN LIGHT**, any buyer purchasing a vehicle that has a mechanical defect costing more than \$350 or an accumulation of \$600 to repair (as judged solely by The Auction mechanic) is subject to arbitration on the day of sale only. Defects in the motor, transmission, rear end, and the drive train on front wheel & four-wheel drive vehicles can be arbitrated on sale day only. *\$200 for I-94 Vehicle Auction*

- All cracked blocks must be announced.
- Catalytic converters, emissions equipment removed from vehicle originally so equipped can be rejected unless sold under red light, day of sale only.
- Units not equipped with air conditioning must be announced, day of sale only.
- All previous Canadian titles must be announced.
- All Canadian vehicles with cluster issues are arbitratable.
- Vehicles with inoperable odometers must be announced.
- No Post Sale Inspections will be performed on **AS-IS** vehicles.
- Units missing air bags must be announced.
- All 2 wheel and 4 wheel drive trucks, SUVs and crossovers must be announced or they can be arbitrated.
- All standard/manual transmissions must be announced and the transmission and clutch are not arbitratable.

THERE IS NO ARBITRATION AVAILABLE FOR THE FOLLOWING:

- Damaged or defective power accessories, computer control units, radio/stereo systems, cruise control, drive train back lash, convertible tops, CV joints, inoperable air conditioning, water pumps, thermostats, alternators, charging systems, ABS, brakes, manual transmission that was announced, clutch assembly and engine sludge.
- Truck and utility vehicle frames with snow removal hook-ups and with required alterations for such and or optional alterations. Must be sold AS IS.
- Visibly lowered, altered suspension and lift kits.
- Anything visible such as body work, interior defects, bad tires, etc.

FRAME/UNIBODY DAMAGE POLICY (Unless sold AS-IS):

The Auction abides by the NAAA Frame Policy Guidelines

Seller's Disclosure Requirements - Seller must announce frame/unibody, repairs or replacement to frame/unibody, as outlines in this policy prior to selling vehicle at The Auction. The announcements are:

- **Frame/Unibody Damage** - The vehicle has frame/unibody damage and/or repairs and will not be subject to arbitration under this policy.
- **Repaired Frame/Unibody** - The vehicle has sustained damage to a specifically identified structural component, which has been repaired.

Arbitration Period: Buyer must arbitrate improperly disclosed frame/unibody or repaired frame/unibody damage within 7 calendar days from date purchased. Day 1 is day of sale.

Buyer's Reimbursement by Seller - In the event of improperly disclosed frame/unibody or repaired frame/unibody, the Seller will be responsible to reimburse the Buyer for:

- The actual price of the vehicle.
- The buyer fee.
- Up to \$500 in buyer documented expenses as well as The Auction costs. Documented expenses subject to Auction inspection and approval.

Institutional Clients can have own guidelines that supersede The Auction Rules.



4758 Division St., Wayland, MI 49348
 PH: (616) 877-2020 Fax: (616) 877-2040
 Sale: Friday at 8:30 am Float
 9:30 am Lease



12000 Norton Road, Parma, MI 49269
 PH: (517) 531-3311 Fax: (517) 531-4114
 Sale: Wednesday at 3:00 pm



**Auction Policies and
Arbitration Rules**

DEALERS ONLY

NO RETAIL CUSTOMERS

Any Violations of the following rules will result
in Revocation of all trading privileges.