

Capital City Auto Auction Rules and Policies

By registering, attending, bidding, buying, selling, or participating online with Capital City Auto Auction, all buyers and sellers agree to the following rules and policies.

General Policies

1. Dealer sales are for licensed and registered dealers only. Buyers and sellers must be registered to buy or sell and must use their ID card to receive a bidder badge. Public buyers may only participate in sales or units made available to the general public.
2. Capital City Auto Auction reserves the right to void any transaction.
3. All titles and ownership papers on sold vehicles must be processed through the office.
4. All vehicles purchased and/or sold on the premises must be paid for through the office.
5. No vehicle may be removed from the premises until the vehicle is paid for and the auction is over.
6. Vehicles must be paid for by close of business on sale day.
7. Vehicles must be picked up by close of business on sale day unless other arrangements have been approved by Capital City Auto Auction.
8. Any vehicle left on Capital City Auto Auction's lot after close of business on the Monday following the sale will be charged a \$20.00 per day storage fee.
9. If payment is not received in full, Capital City Auto Auction reserves the right to re-sell any unpaid vehicle one week after the day of sale. The buyer will be responsible for any deficit caused by the resale of the vehicle.

10. If the successful bidder does not pay for the vehicle, the bidder will lose any deposit, be banned from all future auctions, and may be turned over to a collection agency.
11. All purchases are subject to a buyer's fee.
12. All internet purchases will have a \$75.00 internet fee added to the final sale price.
13. Vehicles are left on the auction premises at the owner's request and risk. The auction shall not be held responsible for loss or damage, even though keys or vehicles may be placed in the auction's custody for services made available to customers under these terms.
14. Vehicles must be removed from Capital City Auto Auction's property before any repairs are made.
15. Transportation may be available through Capital City Auto Auction. Call (304) 201-2270 for rates.
16. Capital City Auto Auction is not responsible for mechanical failures that occur during shipping, transit, or transportation provided by the auction at the request of the dealer.
17. Auction assumes no responsibility for clerical errors.
18. The decision of the arbitrator and/or management shall be final in all disputes.
19. In the event of a discrepancy regarding price, representation, or bidder number, the audio, video or bid log record will be the determining factor.

Payment Policies

1. Payment is due by the close of business on sale day.
2. Payment must be made by cash, cashier's check, wire transfer, ACH, or approved floor plan.
3. Floor plans and business checks must be preapproved through the auction.
4. Checks may be accepted only with a 30-day letter of guarantee from the buyer's bank stating the amount and date the guarantee is good for. Example:
"Said bank guarantees check number 123 in the amount of \$10,000 for 30 days written to Capital City Auto Auction Inc."
5. Buyer checks are deposited immediately by the auction.
6. A \$125.00 per day late fee will be applied to each vehicle not paid for by close of business on sale day.

7. All vehicles sold for \$2,000.00 or less, announced as "As-Is," or 20 years or older, must be paid for immediately.

Paperwork and Titles

1. Paperwork will only be put in the name of the registered buyer/dealership. No exceptions.
2. When calling about titles, the buyer must have the auction letter and number ready, such as D-57, along with the sale date or the last 6 digits of the VIN.
3. When picking up titles, the buyer must have the bill of sale. No exceptions.
4. All titles submitted by the seller must be in the seller's name.
5. Title must be turned in within one-half hour after the vehicle is sold or the vehicle will be sold "Title Attached."
6. Vehicles sold with Certificates of Origin (MSO) must be announced. Only franchised dealers may sell with Certificates of Origin. A special release form must be signed by the buyer and seller. The auction will not be responsible to the buyer if sales tax is applicable in the buyer's state.

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 that require a notary's signature but do not also carry that notary's seal.

Buyer Responsibilities

1. Buyers must examine vehicles before bidding and listen for all announced conditions, verbal or written.
2. Buyers are responsible for watching the block lights and listening to announced conditions.
3. Buyers are responsible for verifying VIN, model year, odometer, serial number, and vehicle information before leaving the sale.

4. Buyer is responsible for verifying the serial number on all purchases.
5. No vehicle will be offered for sale without a serial number plate or proper identification. Replaced VIN plates must be announced.
6. The auction will not be responsible for incorrect information, including year or mileage listed on windshields.
7. Information in the dealer handout is provided for convenience and reference only. It must be verified by the buyer before sale. Last-minute changes, errors, or omissions in the dealer handout are not grounds for arbitration.
8. Condition reports and grades are provided on select vehicles as a convenience. Discrepancies between condition reports/grades and the actual condition of the vehicle are not subject to arbitration.
9. Spare tires are the responsibility of the buyer. Buyers are urged to inspect the trunk (or the spare tire location) before bidding.
10. Vehicles should not be road tested until the buyer has proper sales receipts for release from the lot.
11. Buyer assumes responsibility for mechanical failure after leaving the sale, including transportation provided by the auction at the buyer's request.
12. Bringing retail customers to the auction is strictly prohibited and will result in revoked buying privileges.

Seller Responsibilities

1. Sellers should have vehicles on the premises as early as possible on sale day and should avoid last-minute arrival.
2. Sellers must represent vehicles accurately and fairly.
3. It is the seller's obligation to ensure block lights are correct.
4. It is the seller's obligation to correct any errors made by the auction regarding announced conditions, vehicle descriptions, model year, mileage, or windshield information.
5. All police cars, taxi cabs, municipal cars, reconstructed vehicles, previous salvage history vehicles, flood vehicles, Canadian vehicles, and vehicles with replaced VIN plates must be announced.
6. Selling dealer is responsible for announcing if the title is or ever has been a Reconstructed Title, Salvage Title, previous salvage title, or Manufacturer Buy Back.

7. Any modification that voids factory warranty must be announced and is subject to 7-day arbitration.
8. Returned vehicles: Seller will be billed for buyer's and seller's fees on any returned vehicle.
9. Dealers reserving numbers and not using them may be billed a registration fee.

"If" and "Try" Sales

1. "If" sales and "If-Bid" sales are binding to the buyer for 2 hours.
2. If the auction cannot reach the buyer, the "If" sale stands until contact can be made.
3. Informing a bidder of an accepted if bid is a complimentary service and it is the buyer's responsibility to call in if they have not been contacted.
4. "If" or "Try" sales are strictly between the buyer and seller, and the auction should not be involved with defects.
5. "If" or "Try" sales within the fleet lease office are binding until the end of that business day.

Outside Sales

1. Any sale other than "under the hammer" is considered an outside sale.
2. Outside sales are strictly between the buyer and seller and are not binding on either party until the sale is consummated.
3. The auction will not become involved in arbitration procedures or be responsible for defects on units sold outside of the sale.
4. Exception: frame.
5. All vehicles purchased and/or sold on the premises must be paid for through the office. Failure to do so will result in revocation of buy/sell privileges.

Odometer Policy

1. Capital City Auto Auction does not guarantee the accuracy of the odometer reading on any consigned vehicle.
2. Seller must announce if they have any knowledge that the mileage on the vehicle is different from the mileage shown on the odometer.
3. Odometer discrepancies and TMU must be announced.
4. Capital City Auto Auction requires the seller to repurchase any vehicle sold with an odometer problem.

5. The auction has the right to suspend or bar any dealer believed to be guilty of selling vehicles with tampered odometers.
6. Any dealer, guilty or innocent, who sells a vehicle where odometer tampering can be confirmed will be required to repurchase the vehicle, reimburse the buyer for reasonable handling expenses, and pay a \$500.00 penalty. One half of the penalty goes to the buyer, and one half goes to the auction to defray expenses.
7. If the auction believes an altered title was knowingly presented for processing, the dealer's trading privileges may be suspended.

Block Light Rules

Green Light - "Sound"

Selling dealer declares the vehicle is subject to all arbitration policies (Unless otherwise announced).

Yellow Light - "Defect"

Sold with a drive subject to announced conditions. The following must be announced: defects in engine, transmission, rear end, and other mechanical defects over \$800.00; non-standard motor or transmission; and major exceptions to original or advertised production specifications for items deleted or added.

Green Light or Red Light vehicles announced with flood, frame, odometer, reconstructed, previous salvage history, or salvage are illustrated by Yellow Light as announced conditions.

Blue Light - "Title Attached"

Assignable titles do not accompany the vehicle. It may require up to twenty-one (21) days, including Saturdays, Sundays, national holidays, and state holidays, for the auction to receive title.

Buyer is cautioned not to spend money on the unit and not to sell the unit until the title is received. The auction and/or seller is in no way responsible for any money spent on a unit where a title has not been provided.

After the twenty-one (21) day period, it is the buyer's option to return the vehicle or wait a reasonable additional period of time for the title.

If the title is not received by the auction within the twenty-one (21) day period, special arrangements must be made with the auction before the vehicle is returned. Buyer must notify the auction one (1) business day before returning the vehicle. Seller has until close of the next business day, 5:00 PM, to produce a title before a vehicle can return.

Buyers who, in the opinion of auction management, put excessive miles on title-attached vehicles may forfeit the right to return such vehicles, regardless of title status.

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

Red Light - "As Is"

Red Light is used to sell all "As-Is" units. These units cannot be rejected for any reason.

Exceptions:

1. R-title or previous salvage history not announced.
2. Frame, only if over \$2,000.00.

Red Light will also be used to sell, and the seller must announce:

1. Flood vehicle.
2. Police vehicle.
3. Fire vehicle.
4. Antique.
5. Boat.
6. Reconstructed unit or salvage.
7. Municipal vehicle.
8. Dune buggy.
9. Motor home.
10. Taxi.
11. Any "Big Boy Toy."
12. Wreck.
13. All units 20 years and older.

Arbitration Policy

1. All vehicles sold to the general public are sold Red Light only.
2. Arbitration applies only as stated in these policies.
3. The allotted time for arbitration is a 7-day cycle for eligible PSI units. Sale day is day 1.
4. Arbitrations on vehicles that have received PSI must be on property, with the arbitration department notified, by 5:00 PM within 7 days of purchase. Sale day is day 1.

5. All arbitration must be submitted by close of business on sale day, except where a later deadline is specified in these policies.
6. At times, an outside evaluation may be required. The vehicle may be sent to a new car dealership for the make of the vehicle involved. If the third-party evaluation agrees with the auction, the expense of the evaluation will be the responsibility of the requesting dealer.
7. Data received from vehicle history information services, including Carfax or AutoCheck, is not, by itself, proof of a defect in a vehicle or title history and is not, by itself, subject to arbitration.
8. Any accepted adjustment is automatically an "As-Is" transaction, except frame.
9. The first \$800.00 belongs to the buyer. If an arbitrable item can be repaired for \$800.00 or less, including labor (at auction labor rate), the item is not subject to arbitration.
10. Repairs are not combined. Each individual problem is considered a standalone issue.

Subject to Arbitration Unless Declared

The following items are subject to arbitration unless declared, subject to the limits and deadlines in these policies:

1. Current model year vehicles, with current year starting January 1: paint work of 3 panels or more, not including bumpers, must be announced on units under 10,000 miles, except minor brush touch-up.
2. Transmission and rear end.
3. Air conditioning unit, except on vehicles 5 years old and older.
4. Frame damage, rotted-out frame, or frame repair on vehicles sold for \$2,001.00 or more. Frame damage, rotted-out frame, or frame repair must be reported and the vehicle returned to the auction within one week from the 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.
5. Flood vehicles must be reported within one week and returned within one week from the purchase date.
6. Odometer discrepancies. TMU must be announced.
7. Cracked or welded cylinder blocks must be reported by 4:00 PM the day after the sale.
8. Motor defects or lower bearing noise that cannot be repaired for \$800.00 or less.

9. Unitized body undercarriage damage or rot must be announced.
10. Altered or removed emission equipment, except vehicles purchased for less than \$2,001.00. Must be reported by 5:00 PM on the next business day following sale day.
11. Canadian vehicles not announced must be reported within one week and returned within one week from the purchase date.
12. Any modification that voids factory warranty.

Not Subject to Arbitration

The following are not subject to arbitration:

1. Vehicles sold for \$2,000.00 or less, except if not announced: R-title, previous salvage history, salvage, flood, or odometer.
2. Vehicles 20 years old or older, including frame damage, regardless of designated light.
3. One-year-old or older vehicles: windshields, windows, upholstery, rust underneath except unibody, and other obvious defects.
4. Exhaust system and exhaust smoke, unless excessive, including catalytic converters (missing or inoperative). Exhaust components on vehicles 5 years old and newer must be announced by the seller and must be reported by 4:00 PM Tuesday following sale day. Exception: vehicles purchased for \$2,000.00 or less. Gas filler neck punched out must be announced and reported day of sale.
5. Leaking and wet transmission. Exception: front wheel drive vehicles.
6. Check engine light on.
7. Cruise control, power antenna, electric windows, electric seats, and radio.
8. Oil leaks.
9. Normal slop in the driveline of 4x4 vehicles.
10. Five-year-old and older vehicles, or vehicles with 50,000 miles and up: backlash, play in driveline, and motor noise, except bearings. These should be announced as such.
11. Vehicles sold with altered suspension.
12. Any Daimler/Chrysler product, including Dodge trucks and Jeeps, rear end noise or drive train noise, unless excessive.

Vehicles Sold for \$2,000.00 or Less

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

2. Vehicles sold for \$2,000.00 or less are not arbitrable for any reason.
3. Exception: if not announced, R-title, previous salvage history, salvage, flood, or odometer may be subject to arbitration.

Vehicles 20 Years or Older

Vehicles 20 years old or older are not subject to arbitration, including frame damage, regardless of designated light, and are automatically sold "As-Is."

Reconstructed and Salvage Vehicles

1. Selling dealer is responsible for announcing if the title is or ever has been Reconstructed, Salvage, previous salvage, or Factory Buy Back.
2. Reconstructed, salvage, and previous salvage announcements apply regardless of the color of light the vehicle is running under and may be illustrated by a Yellow announced condition light.
3. Any problems arising from reconstructed or salvage conditions must be reported to the auction within thirty (30) calendar days. No exceptions.

Post Sale Inspection and Online Buyers

1. Post Sale Inspection, or PSI, can only be purchased on sale day and is valid only for a 7-day cycle or 200 miles, whichever comes first. Sale day is day 1.
2. All Green Light vehicles that are eligible and purchased online will go through PSI.
3. No PSI can be purchased on Diesel or Electric Vehicles. This applies to in-lane and online purchases.
4. The arbitration period for diesel vehicles is sale day.
5. No PSI can be purchased on any unit sold as Red Light. Only frame can be reviewed at the same cost.
6. No PSI can be purchased on vehicles with 150,000 miles or greater.
7. All internet purchases will have a \$75.00 internet fee attached.
8. Proxy bids on vehicles will remain on the vehicle regardless of light or announcement changes.

Auction Office Hours and Sale Time

Office hours are Monday through Thursday, 9:00 AM to 5:00 PM, and Friday, 8:00 AM to 5:00 PM.

Friday auction starts at 8:30 AM.

Closing

Thank you for attending and abiding by these rules. These rules help Capital City Auto Auction operate a proper and honest auction for all buyers and sellers. If you have any questions or comments concerning the operation of our sale, please contact Capital City Auto Auction.

The Owners and Management

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