

# EVANSVILLE AUTO AUCTION

## **GENERAL AUCTION POLICIES**

1. All dealers **MUST** register in the office to buy or sell. All transactions **MUST** clear through the office. All sales pay a fee.
2. As of November 1, 2004, all buyers must have a Wisconsin Buyer's License.
3. The buyer is responsible for verifying serial number and mileage reading on ALL units purchased before leaving the sale. No vehicle will be offered for sale without a serial plate or proper verification.
4. Odometer Mileage: The auction assumes **ABSOLUTELY NO** responsibility for odometer nor the validity of the mileage statement provided by the seller to the buyer. Sellers **MUST** announce from the block, the following:
  - a. If the odometer is not working properly.
  - b. If he/she has any knowledge that the mileage on the vehicle is different than on the odometer.
5. BUYERS-BLUE LIGHT ABOVE THE AUCTIONEER MEANS THERE IS AN ANNOUNCEMENT ON THE VEHICLE! If you miss an announcement, ask a ring man or the auctioneer. **ANNOUNCED CONDITIONS ARE NOT ARBITRABLE!**
6. Title Attached "TA" sales must be announced. Sellers **MUST** produce title to auction within FOURTEEN (14) days. **Buyers are cautioned NOT to sell or spend any money on "TA" cars. AUCTION WILL NOT BE RESPONSIBLE FOR ANY ADDITIONAL COSTS (BEYOND PURCHASE PRICE) THE BUYER MAY INCUR ON TITLE ATTACHED SALES.**
7. **"IF" sales buyer MUST buy the car if the bid is acceptable to the consigner unless the car does not meet the guarantee. (ONE WAY IF).**
8. All flood cars, excessively mended or bent frames, taxis, & commercial cars, rebuilds, salvage vehicles or any title legends **MUST BE ANNOUNCED** at the time of sale. ALL IF'S **MUST BE CHECKED THE NIGHT OF THE SALE. NO NEXT DAY REJECTS!**
9. SELLER must announce any vehicle with frame damage or history, whether the damage has been repaired or not. Buyer may reject or arbitrate a frame damage vehicle if he reports it to the auction within four working days following the sale. When a buyer reports a frame damaged vehicle to the auction, we will stop payment to the seller and treat the sale as a TITLE ATTACHED transaction until the dispute is resolved. **If vehicle is 750.00 or less, no arbitration** for frame damage or repair.
10. SELLER must announce any engine transplants or modifications which do not meet original equipment specifications for the vehicle. DIESEL TRANSPLANTS must be announced.
11. SELLER must announce any vehicle with a non-factory VIN.
12. All titles submitted by sellers **MUST** be in seller's company name. All units purchased and/or sold on premises **MUST** be paid through the auction the day of the sale, include TA's or charges will be added.
13. Auction **DOES NOT** guarantee years of Trailers, Boats, Outboard Motors, Motorcycles, Antique Cars, or R.V.'s. These units are sold "AS-IS".
14. Auction assumes **NO** responsibility for spare tires, warranty books or mileage, on mileage statements for cars or trucks sold at the auction. We are only a selling agent; not the buyer or seller of cars. It is the responsibility of the buyer to get a mileage statement and the seller to provide a mileage statement.
15. BUYER is responsible for body damage to a vehicle while he/she is test driving it.
16. Seller **MUST** announce missing catalytic converters or gas tank filler necks (Punched Out), the buyer **MUST** check these items **BEFORE** leaving the auction on sale date.
17. Evansville Auto Auction will not be responsible for theft, or damage to, or missing parts of any car left at E.A.A.
18. Evansville Auto Auction is a **DEALER ONLY** auction. **NO RETAIL BUYERS ARE ALLOWED ON THE PREMISES!** Anyone who is not a dealer or dealer employee will be asked to leave.

### **Auction/Dealer Guarantee Policies**

1. Auction guarantee is: A vehicle sold for \$2005 or more, miles under 100,000 miles, and over \$600 in required repairs (per problem, not combined), if under \$600 in required repairs, it cannot be rejected or arbitrated.
2. Vehicles sold for \$2005 or less are sold "AS-IS" with **NO GUARANTEE**. Vehicles with over 100,000 miles or unknown miles are sold "AS-IS" - **means no arbitration, No guarantee.**
3. SELLER may put a Dealer Guarantee on any vehicle not otherwise covered. However, should such vehicle subsequently be arbitrated & rejected, rejected cars will be treated as no sales. **DO NOT GUARANTEE CARS WITH PROBLEMS.**
4. Guaranteed: transmission, rear ends, & engines (except valves, lifters).
5. **EXCESSIVELY** mended or bent frames and cracked blocks **MUST** be reported to auction within four (4) days.
6. **NOT GUARANTEED BY AUCTION:**
  - a. Bad lifters, bad valves, back lash or bad U-joints, back lash in FWD cars, rack & pinion, oil leaks.
  - b. Brakes & front suspension, wheel bearings, C.V. joints, boots.
  - c. Chrysler rear end noise.
  - d. Factory warranties.
  - e. Minor frame damage.
  - f. Clutches.
  - g. Air conditioning, glass.
  - h. Rusty shock towers.
7. Complaints must be placed with Arbitrator (Reject Man) within 3/4 hour of purchase or paid for within the 3/4 hour limit. Cars must be paid for the day of the sale. **All "IF" vehicles must be checked night of sale.**
8. Auction arbitrator has the **FINAL** word on ANY & ALL arbitrations.
9. After any accepted adjustment, the unit automatically becomes an "AS-IS" deal with no further arbitration.

\*\*\*This auction will do everything in its power to keep your car sold. But under no circumstances are we obligated to buy your car.\*\*\*

**RETURNED CHECK FEE IS \$100.00 (MUST BE TAKEN CARE OF IMMEDIATELY OR FEES WILL BE CHARGED)**  
**ANY VEHICLE NOT PAID FOR AT TIME OF PURCHASE WILL BE CHARGED \$25.00 PER DAY PER VEHICLE**