



“Quality cars at Auction prices”

4-21-2011

AUCTION POLICIES

I want to begin by welcoming you to East Idaho Auto Auction, LLC. and thank you for choosing us. We pride ourselves on our ability to provide you the highest quality of service in the industry. If at any point you do not feel we are living up to those standards please see me immediately. The following policies are in place to serve both the buyer and seller. East Idaho Auto Auction, LLC. acts solely as a neutral party. We will deal honestly and fairly with all parties involved. I hope you find your business dealings with us both satisfying and profitable.

Sincerely,
Richard Johnson

1. East Idaho Auto Auction, LLC. will act as equal agent for both the buyer and seller. We reserve the right to interpret and enforce these policies. By registering at EIAA the registering dealer agrees to all terms of these policies. These policies are subject to change at any time without prior notice. Failure to abide by these policies may result in revocation of auction privileges.
2. The consignor is responsible for all declarations and that the correct lights are lit on consigned vehicles. The auction is not responsible for declarations made across the block. Vehicles not declared accurately will be subject to auction policies. Consignor shall be responsible for all expenses on all arbitrated or canceled sales in relation to the auction policies.
3. The auction assumes no responsibility for the accuracy of the odometer or the validity of the mileage statement of the consignor. Title or Odometer History Reports: Commercial title and odometer reporting services are not considered conclusive evidence of a material defect in either the title or odometer. It is the responsibility of the buyer to provide the Auction with “industry accepted” documentation that validates any derogatory claim that may cloud the title or odometer history. In many cases, upon request, the Auction’s data-correction service will be able to correct erroneous data displayed on commercial title and odometer reports.
4. All State, counties, taxi and city vehicles must be declared. Some GSA vehicles may be exempt from this policy with auction authorization.
5. All consigned units must have negotiable titles. Salvage certificates will not be accepted. MSO’s will be accepted if declared properly.
6. A buyer has the right to return a frame, substantial hidden damage, flood, or misrepresented vehicle within 7 calendar days, of the purchase date, sale day included. Once verified, the consignor will repurchase the vehicle and be responsible for all verified reasonable expenses. These expenses will not exceed \$500 unless authorized by the auction.
7. Any vehicle less than three years old and less than 36 K miles whose engine has been replaced that converts it from the O.E.M. fuel type must be declared.
8. Anti-lock brake systems are only arbitratable if the repair is greater than \$500. The repair cost will exclude rotors, calipers, pads, drums, master cylinders, shoes, brake booster, wheel cylinders and/or hydraulic lines.
9. Air bags in vehicles originally equipped so must be functional and present or announced accordingly. The “AS-IS declaration” does not include airbags.
10. All repossessions or fleet lease vehicles are sold as is, sale day guarantee only. Day of sale arbitration only. Frame, flood, substantial hidden damage is not arbitratable after the day of the sale for these vehicles.

11. **All vehicles must be paid for on sale day.** Any vehicle not paid for on sale day, will be charged a float fee of \$100 per week, until vehicle has been paid in full. The auction reserves the right to place vehicles not paid for on available flooring lines without buyer's approval.
12. East Idaho Auto Auction, LLC. will not be responsible for theft, fire, hail, collision or any other damage on vehicles consigned for sale. The legal owner will assume all risks involved in consigning a vehicle at auction. This includes storage, in transit and transportation of vehicles.
13. East Idaho Auto Auction, LLC. will not be responsible for damage due to inclement weather. It is the responsibility of the owner to make sure all units are winterized including boats and RV's.
14. All returned checks are subject to a \$200.00 handling fee. All returned drafts and checks must be honored within 24 hours or a notice may be sent to the dealership bonding company and the DMV.
15. The following are proper declarations for mileage: Actual, Not Actual, Miles in Excess or Exempt. There will be a mileage announcement on all vehicles. Non-running units will be sold AS-IS with not actual miles. Any odometer replacements must be declared by state law and have a state issued sticker on the vehicle. These vehicles will be declared "not actual miles".
16. All 2X4 SUV must be declared properly.
17. Auction odometer protection plan: In the case of a documented odometer rollback on any vehicle newer than ten years old and represented by the seller to show actual mileage, the auction will, at its sole option, upon delivery of the title and vehicle to the auction in the same or better condition as when purchased:
Repurchase the vehicle at the amount of the actual price paid by the buyer reduced by 2% on the first day of each month following the date of purchase at the Auction;
OR Reimburse the buyer the difference between the actual price paid and the fair market value of the vehicle as reflected solely by the mileage tables in the Kelly Blue Book current on the date of sale and based on the percentage of book price paid by the buyer. Said difference to be reduced by 2% on the first day of each month following the purchase date.
This odometer protection plan is valid for a period of one month from the date of original purchase at the Auction. Any claim for expenses, lost profits, or other amounts in excess of those provided for in this protection plan, shall be made by buyer, directly against seller.

AS-IS UNITS

1. Any unit selling on an offer, not initiated at the block will be "AS-IS", unless otherwise indicated. Offers within the guidelines will carry the standard 7-day frame, flood and substantial hidden damage guarantee.
2. Any car that sells for \$2,000 or less or is 10 model years or older will be sold "AS-IS." This includes frame salvage history, substantial hidden damage and flood damage.
3. Any vehicle announced "AS-IS," will not carry a frame, flood, or misrepresentation guarantee.
4. All units declared to be fleet lease or repossessions will be sold with a day of sale guarantee only. Arbitration will be allowed on sale day only, including frame, flood, odometer, substantial hidden damage, etc.
5. Non runner sale. All units sold as non-runners or red-light will be sold "AS-IS" no arbitration.
6. Following any price adjustment through arbitration, the vehicle becomes "AS-IS". No further arbitration for mechanical issues is allowed.

FRAME DAMAGE

1. Core support damage or replacement is not solely grounds for sale cancellation.
2. Welds to the frame to accommodate an accessory or non-collision related frame items that do not compromise the integrity of the frame are not arbitratable.
3. Frame damage will be determined by the arbitration department, by a visual inspection or professional measurement. Professional measurement is an additional expense.
4. Used vehicle measurement standard - For purposes of arbitration under this policy the (UVMS) specifications are:
 - The vehicle will measure to a tolerance of no more than +/- 8 mm of published specifications in length, width, and height at all master control points; and

- Symmetrically (comparative measure from side to side and point to point) the length, width and height must measure to a total tolerance of no more than 6 mm. In each case the fender to door, door to door, and/or door to quarter panel gaps must indicate proper fit of the panels.
- 5. Properly repaired and or replaced body panels are not arbitratable
- 6. Any previous announcement from an auction on a vehicle history report must be arbitrated by 5:00 pm day of sale. Vehicles older than three calendar years, or over 50,000 miles are not subject to this arbitration.

GUARANTEE

1. Any unit selling for \$2,025 - \$4,000 and actual mileage under 150,000, consignor guarantees the engine, four wheel drive, transmission, transfer case and rear end unless otherwise declared or sold in excess of 150,000 miles or not actual miles. This vehicle cannot be buyer protected.
2. Units selling for \$4,025 and up and miles under 100 K the consignor also guarantees air conditioning and major leaks.
3. Optional electronic equipment such as power windows and sunroofs are not arbitratable.
4. Homemade units, trailers, RVs, antiques, boats, motorcycles, and ATVs, etc. carry no guarantee to year, model, length, etc. These units are strictly AS-IS unless guaranteed by the consignor.
5. Maintenance items are not guaranteed. These items are brakes, rotors, suspensions, shocks, mufflers, clutches, throw-out bearings, tune-up related items, belts, hoses, seals, gaskets, etc.
6. To be considered a substantially damaged vehicle a unit must have one or more of the following: inner panel, roof, inner door, or rocker panel damage. Furthermore, the damage must be significant enough to affect the structural integrity of the vehicle.
7. All arbitration is day of sale only.
8. Only diesel Pick-ups with mileage over 150,000 and that sell for over \$10,000 will carry a power train warranty only if declared by seller, but cannot be buyer protected. Day of sale arbitration only.

ARBITRATION

1. When a buyer believes a vehicle has been misrepresented or is not working properly, they must request arbitration. The arbitration manager will resolve the issue. If it is determined that there is a problem the arbitration manager will attempt repair, price adjustment, or sale cancellation.
2. Any repair item under \$400 is not arbitratable and is the responsibility of the buyer. Repairs \$400 to \$1,200 is the responsibility of the seller. If seller agrees to repair the vehicle and it can be done by the following sale the vehicle will remain sold. Any combination of repairs exceeding \$1,200 on a green light vehicle, are the sellers responsibility or subject to sale cancellation.
3. In the event the consignor agrees to repair the unit, the repairs are not extensive and it can be done in a timely manner, the unit will remain sold.
4. If a sale is cancelled for any reason the consignor will be responsible for the auction sale fee and a sale rejection fee of \$35.00.
5. Arbitration will not be allowed on Jeeps, Durangos and Dakotas for drive train noise (rear ends). This is considered normal wear or factory defect.
6. "Intake" leaks cannot be arbitrated on ANY vehicle.
7. When estimating costs to fix vehicle the hourly rate of \$50 per hour will be used and the time will be based upon the rate taken from the Mitchell Flat Manual.

TITLE

1. East Idaho Auto Auction, LLC. must receive a clear, negotiable title on all sold units within 30 calendar days of sale date. If not received in allotted time the sale is subject to cancellation and the consignor will be responsible for reasonable expenses incurred by the purchaser up to \$500 in addition to all auction related fees. Receipts must be provided. The auction reserves the right to impose additional penalties if justified.
2. The seller's responsibility ends when the title is received by the auction. The auction's responsibility ends when the title is given to or mailed to the buyer or their dealership.

3. A buyer may give written 72 hour notice for late title 30 days after the sale. Verbal notice is not adequate. If a title can be produced to East Idaho Auto Auction, LLC. within 3 business days, the vehicle will remain sold.
 4. All units with branded titles must be declared across the block as to such brands or subject to sale cancellation.
 5. The following title documents are not acceptable: Foreign title documents, Junk Bills of sale, duplicate title applications, lien documents and government documents that are not 50 State title documents.
 6. East Idaho Auto Auction, Inc. will provide titles in accordance with Idaho State regulations governing vehicle titles. All out of state buyers are responsible for meeting their individual state requirements.
- By signing below I have read and understand the conditions, rules, and policies of East Idaho Auto Auction, LLC.**

Authorized buyer signature Printed Name Dealership