



RULES & REGULATIONS

Effective March 1, 2010

Hours of Operation

MONDAY	8:30 AM – 5:00 PM
TUESDAY	8:30 AM – 9:00 PM
WEDNESDAY	8:30 AM – 6:00 PM
THURSDAY	8:30 AM - 5:00 PM
FRIDAY	8:30 AM – 3:00 PM

GENERAL AUCTION POLICIES, TERMS AND CONDITIONS

1. Each dealership must have a completed application and a current dealer license on file. Only dealers complying with the motor vehicle regulations of their state may attend the auction.
2. Dealers are responsible for providing updated copies of their dealer license and all changes pertaining to their dealership *as they occur*.
3. All authorized buyer's and seller's representatives must be listed on the application. The dealership is responsible for all transactions of each of these representatives. The auction will not remove or add any representatives without written approval from the owner of the company.
4. ID cards, and/or current driver's licenses must be used to enter the auction grounds and may be checked periodically by security.
5. NO retail customers are allowed. Guest passes are allowed only at the discretion of management. Any violation of this policy will result in temporary or permanent revocation of auction privileges. Dealers are solely responsible for their employees and drivers. All drivers must have a valid dealer plate in their possession.
6. NO CHILDREN ALLOWED.
7. The auction reserves the right to refuse the sale of any vehicle on which the vehicle identification plate appears marred, altered, or missing.
8. Personal checks are not accepted. If writing a check, it must be a business check approved by CMAA.
9. Yard deals are strictly between buyer and seller and are not binding on either until the sale of the vehicle is completed in the office, these transactions are as is. FAILURE TO REPORT OUTSIDE SALES IS A VIOLATION OF AUCTION RULES AND WILL RESULT IN THE REVOCATION OF AUCTION PRIVILEGES.
10. A service fee of \$100 will be charged for all returned checks. Restitution must be made from any balances due

resulting from a bounced check before any further business can be conducted. The dealer herein grants permission to the auction to sell any vehicle to cover any outstanding checks or fees.

11. Any dealership that stops payment on a check will be banned from the auction.
12. A service fee of \$50.00 per day, per vehicle will be charged for any vehicle NOT PAID for by 5:00 pm on Thursday's sale and by 12:00 on Wednesday following the Tuesday sale.
13. Do not leave any vehicle on the property of CMAA without keys. 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.
14. The Seller is responsible for the accuracy of the vehicle's information as well as announcing any conditions and making sure they are announced by the auctioneer to be printed on the invoice. Failure to announce a known material defect may result in the reversal of the sale.
15. Representations regarding the vehicle must be announced through the auctioneer. It is the seller's obligation to correct any errors made by the auctioneer as to "announced conditions". It is the buyer's responsibility to watch lights and listen to announced conditions.
16. The auctioneer determines the successful bidder. By not signing the Bill of Sale, the buyer is not released from the deal and is liable for any losses or expenses.
17. Window information is not subject to arbitration. The information written on the window is not to be relied upon as complete and/or accurate information. It is for convenience only.
18. CMAA assumes no responsibility for the accuracy of odometer readings. The accuracy of mileage that appears on any and all parts of the vehicle is the legal responsibility of the seller under federal and state laws.
19. The auction reserves the right to correct clerical errors.
20. CMAA does not take responsibility for theft or damage of any vehicle and/or personal property left on the premises.
21. All vehicles left on the Auction property for more than 5 working days will be considered abandoned, and will be subject to towing charges and a \$20.00 per day storage charge.

IF BIDS

ALL IF BIDS ON VEHICLES WITHIN \$100 OF THE FLOOR PRICE SHALL BE SOLD ON THE BLOCK.

If an IF BID is announced by the auctioneer, the buyer is bound to the sale until the end of sale day on Thursday and noon on Wednesday following a Tuesday sale. Buyers are responsible for following up on the results of these sales by calling the auction. Buyers are required to purchase the vehicle if the IF bid is accepted. If a Seller makes a counter offer to an IF bid, the original offer is deemed rejected and the Buyer is not obligated to purchase the vehicle.

IF bids are subject to the same arbitration policies as other vehicles sold through the auction.

RESERVING NUMBERS

Reservations may be made in person or by calling 508-987-8396. Numbers are reserved on a first come, first serve basis. Larger consignors (defined as any dealer that sells a minimum of 5 cars on a regular basis) may reserve a block of numbers in advance with prior auction approval.

Dealers will be charged for all numbers reserved even if they do not use them (including Tuesday) unless they are cancelled by noon Wednesday for the Thursday sale and by 5:00 pm on Monday for the Tuesday Sale.

ARBITRATION POLICY

Arbitration requests must be made within 1 hour from the end of the sale and must be accompanied by a paid receipt. All defects 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 or guarantees made between buyer and seller must appear in writing on the bill of sale

before it may become part of the transaction. The auction assumes no responsibility for verbal commitments between buyer and seller.

All boats, campers, RVs, ATVs, trailers and motorcycles are non-arbitratable for any reason. If you are not a licensed boat dealer you are responsible for any taxes owed. Central Mass Auto Auction does not guarantee the year, make, model or paperwork for any boat, camper, RV, ATV, trailer or motorcycle.

FRAME POLICY- Frames are guaranteed for 3 working days by the seller. Frame damage for normal use that does not affect the structural integrity of a vehicle is non-arbitratable. Altered frames on non-factory bodies such as Limos, plows and hitches are non-arbitratable.

WINDOW INFORMATION is not subject to arbitration. The Information written on the window is not to be relied upon as complete and/or accurate information. It is for convenience only.

GREEN LIGHT = OK or SOUND

These vehicles are sold with a drive and are mechanically sound with no defects which exceed \$500 to repair. They are subject to all visible defects. All arbitration forms must be turned into arbitration within 1 hour of the conclusion of the sale. If any vehicle is sold green light and subsequently reversed through arbitration, the auction may at its sole discretion charge the seller a \$50 redemption fee. The auction reserves the right to make a determination within 24 hours.

RED LIGHT = AS IS

BLUE LIGHT = TITLE ATTACHED (NO TITLE)

Sellers have 15 days to provide titles.

YELLOW LIGHT = LISTEN

Vehicles sold subject to the following conditions must have announcements made by the seller.

1. Title Attached.
2. TMU and/or over 100,000 miles
3. Inoperative odometer.
4. Salvage or insurance titles.
5. Frame damage or excessive rusting of frame. Unless under \$1500.
6. Cracked block (end of sale day).
7. Non-titled vehicles.
8. Repossessions
9. Canadian vehicles
10. 2 Wheel Drive (SUV & Pick-Ups)

NOT SUBJECT TO ARBITRATION

Bank Repos-including frame, TMU, over 100,000 miles, yard deals, diesel engines, play in drive lines, E-brakes, exhaust systems, missing spares, bad tires, convertible tops, T-tops, sunroofs, radios, power or electrical accessories, leaky gaskets/seals – except head gaskets, rack & pinion, CV joints, bearing/hub assemblies, ABS, A/C, and SRS, check engine lights, and drive train noise on all Daimler-Chrysler products including Jeeps.

ALL VEHICLES SOLD FOR \$2,500 OR LESS, ARE “AS IS”. ALL VEHICLES SOLD FOR \$1500 OR LESS ARE SOLD UNCONDITIONALLY.

Approaching the arbitrator during his inspection, with the intent to sway his decision, will result in an automatic forfeiture of your rights under the arbitration policy.

DO NOT GO THROUGH ARBITRATION WITH VEHICLES SOLD FOR \$2,500 OR LESS.

Vehicles 5 years or older are considered as is, as well as vehicles with over 100,000 miles or TMU. Year is defined as a calendar year: For example: while in calendar year 2009 vehicles 2004 or older are not subject to arbitration. AS IS means: vehicles are sold without a drive and are subject to all defects.

If a vehicle is sold without the Title Attached announcement the seller must produce the title by 5:00 pm on Thursday following a Thursday sale and by noon on Wednesday following a Tuesday sale. Any deal sold without a title (or properly announced RI registration), and not sold under the blue light will be subject to rejection.

The seller has up to 15 working days to produce the title if it was announce Tile 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 the vehicle (after the 15 working day grace period). If the title has been transferred to the buyer, or mailed to the buyer prior to the return of the vehicle, the deal stands.

There is a \$150 fee for any deal which Title Attached is NOT disclosed prior to the sale. There is a \$50 fee for each vehicle than runs as Title Attached. These fees are deducted from the sellers check. If a deal is returned due to title problems, there is a \$50 Administrative fee to the seller.