



MCAA

Music City Auto Auction of Nashville

Sale Day Tuesdays 3 PM

3639 Royal Park Blvd. Spring Hill,
TN 37174

PH: 931-674-8000 FAX: 931-674-8004

www.musiccityaa.com

Auction Policies 2018

- This is a licensed DEALER ONLY Auction. Dealers must be approved and registered before buying and selling vehicles.
- Dealers are limited to 1 Driver/Guest per company. Valid driver's license is required. Dealers are responsible for the actions of their representatives and drivers.
- NO retail customers allowed. Retail customers found on premises will be escorted off property and Company will lose driver privileges.
- Auction issued Dealer ID cards must be used at all times; each dealer must have their own bidder badge. Auction issued dealer card not to be shared with anyone else.
- After a vehicle is consigned in the conventional open sale, it must be offered for sale prior to releasing the vehicle from the auction premises.
- Absolutely no deals before or after the vehicle crosses the block unless cleared by auction management. All deals must be processed through the office.
- Persons under the age of 18 are not allowed on the property.

ANNOUNCEMENTS

- Buying Dealer is responsible for Model, Year, and Miles regardless of windshield marking or catalogue.
- All Vehicles must have a public VIN plate on dashboard or a DOT assigned VIN.
- In order to arbitrate for Frame or Unibody damaged area must be specified.
- Seller is responsible for proper badging and sub series on units sold under the green or red light.

GREEN LIGHT (Ride and Drive)

Seller represents vehicle mechanically sound within a \$500.00 singular item, as determined by the arbitrator.

- Covers odometer, frame & unibody. Mechanical motor, transmission, and differential. Drivability issues over \$500.00.
- Green Light does not include radios, DVD'S, power accessories. This includes: convertible tops, power windows or navigation systems.
- Wearable Items: Auction will not arbitrate vehicles for wearable items. For purposes of this policy wearable items are defined as part of the vehicle for which manufacturer recognizes the need for replacement/adjustment during the expected life of the vehicle. These items are normally identified in the Owner's Manual for routine check and replacement and would include, but are not limited to, tires, wipers, brake pads, shoes, rotors, belts, hoses, lubricants/fluids, timing belts, bulbs, filters, shocks and struts. Any issues can be announced with a Yellow Light.

YELLOW LIGHT (Special Defects)

Except for announced special defects, seller represents vehicle mechanically sound within \$500.00 as determined by the arbitrator.

RED LIGHT (AS-IS)

Without warranty of any kind. Vehicle is AS-IS and will not be subject to arbitration regardless of Seller's failure to make the required announcement. This includes

- Frame/Unibody and Flood.
- True miles unknown (TMU) or odometer discrepancy must be announced.
- Non-Working Odometer issues must be dealt with on day of sale only.
- \$3,000 and under

Required Announcements:

Failure to make the appropriate announcement will subject the vehicle to arbitration unless the vehicle sells for \$3,000.00 or less. Arbitration with respect to frame damage, rebuilt, salvage, Canadian or flood vehicle must occur within 7 business days of date the vehicle was purchased. Documentation substantiating prior rebuilt, salvage, flood or major damage history is required to arbitrate these defects, as determined within 6 months of purchase. In all other cases, arbitration must occur on date of sale. The Arbitration Department will accept only one specific arbitration issue. Upon accepted/rejected arbitration, no additional arbitration will be considered.

Announcements include:

- Frame/unibody/structural damage
- Rebuilt/clip vehicle, salvage vehicle, vehicle with previous salvage, theft or rebuilt history, vehicle which has been declared "Major Damage Loss" by an insurance carrier or a vehicle with any "branded" title
- Hail damaged vehicle (current model year only)
- Gray Market vehicles
- Police, taxi-cab, commercial/municipal vehicles
- Auction DOES NOT GUARANTEE Make or Year on the following equipment: boats, RVs, ATVs, golf carts, motorcycles, trailers, snowmobiles, jet skis, antiques, farm equipment, dune buggies and kit cars. Make and Year is the responsibility of the Seller
- Any vehicle without proper emissions control equipment (e.g., catalytic converter, diesel particulate filter)
- Flood damage vehicle
- Vehicle with an inoperable odometer/digital display odometer reading which reflects mileage in excess of its mechanical limits or an odometer reading which does not represent actual mileage MUST BE ADDRESSED DAY OF SALE
- Vehicles with reassigned Vehicle Identification Number
- Vehicles with altered VIN plates. ALL VEHICLES MUST HAVE VIN PLATE ON DASH
- Vehicles manufactured for the Canadian market (special rules apply)
- Vehicle (current model year only with less than 10,000 miles) having significant paint work
- Manufacturer lemon-law buybacks when vehicle is within factory warranty period
- Vehicles on MSO must be announced
- Vehicles not equipped with factory air conditioning or deployed airbags
- Non-Working Odometer – must be dealt with on day of sale

ITEMS NOT SUBJECT TO AUCTION ARBITRATION:

Any Vehicle that Exits the Auction Gate is not eligible for Arbitration or Post Sale Inspection

THE ARBITRATOR'S DECISION IS FINAL AND BINDING ON BOTH SELLER AND BUYER.

- Air Ride Systems
- Any and all oil leaks on BMW
- Power Accessories
- Radios
- DVDs
- Power Windows
- Power Accessories
- Navigation Systems
- Electrical Components
- Gauges/warning lights
- Computer control units
- Hybrid Batteries
- Convertible tops
- Brakes – ABS
- Hitches – Tow, Fifth Wheel, Trailer, installed on vehicles bolted or Welded. Removed Hitches Are Subject to Arbitration
- Sludge
- Differential Noise is exempt on Jeeps, Explorers, Land Rovers and Range Rover
- Airbags and Safety restraint systems and lights
- Clutches – this is a wear and tear item
- CV Joints
- Status of books, records and remaining factory warranty
- Status of luxury tax on MSO vehicles
- Air conditioning

- Vehicles towed or pushed across the block
- In order to arbitrate for frame or unibody damaged area must be specified
- Mechanical defects reported after vehicle leaves auction or after sale day, unless a post sale inspection was performed
- Altered suspension. Structural alterations for altered suspension

BLUE LIGHT (TITLE DELAY)

Vehicle sold with title pending must be announced.

- If title is not present on day of sale (Title –Absent Vehicle, Blue- Light), the seller must announce at the time of sale title to the vehicle is not present. Otherwise, the sale of the vehicle can be rescinded by the buyer. If the announcement is made but the title to the vehicle is not presented to the Auction within 30 days from date of the sale, the Auction may rescind the sale.
- The Buyer must contact the Auction Arbitration Manager with their intent to return the vehicle one business day on or after the 30th day, prior to returning the vehicle to the Auction. If the title is received within the period, the Auction will not rescind the sale. Auction is not responsible for any charges or expenses incurred on a title absent vehicle.
- The buyer should not sell or spend money on a title absent vehicle until the title is in hand.
- *The auction will not send titles by regular mail unless it is requested by owner of company. Auction is not responsible for lost or stolen titles sent via USPS, FedEx, or UPS.*
- Non-Working odometer issues must be dealt with on day of sale only.
- Auction does not guarantee titles on Recreational Vehicles; e.g., boats, motorcycles, trailers, snowmobiles, jet skis, antiques, dune buggies kit cars, etc.
- Vehicles not sold “under the hammer”
- Vehicles with “Branded Titles” must be announced

PSI POLICY

Vehicle Qualifications:

Green Light vehicles which run at this facility in the lane with a final sale price over \$3,000 are eligible for a Post Sale Inspection. Buyer must notify Auction within one hour after the sale ends.

Diesel vehicles are NOT eligible for Post Sale Inspection.

PSI Inspection Checklist:

The Following items and areas are included as part of the FULL POST SALE INSPECTION. The Checklist applies to defects which are singularly \$500.00 or more to repair or replace on Vehicles Sold In-Lane and \$500.00 Cumulative Visible Damage on Vehicles Sold On-Line.

- Odometer verification
- Transmission engages & functions
- Engine functions & operation
- 4x4 system engagement
- Flood inspection
- Frame or unibody structure checked for damage

PSI Guarantee

- All items checked in the Post Sale Inspection are Guaranteed for 7 days starting day of sale.
- If an item or part inspected fails during the guarantee period, the item will be replaced or repaired at **Auction’s** option.
- Vehicle challenged for issues must have 150 miles or less accumulated on the odometer between the time of inspection and the challenge date.

THE POST SALE INSPECTION GUARANTEE IS NOT A BUY-BACK POLICY BUT A GUARANTEE OF THE OPERATION AND FUNCTION OF THE ITEMS INSPECTED.

PSI Terms and Conditions:

- The Buyer is responsible for the PSI Fee (\$95) even if the vehicle fails inspection.
- The guarantees and provisions apply only to the original buyer of the PSI. This guarantee is void once the vehicle is re-sold. The PSI guarantees cannot be transferred to any subsequent wholesale or retail vehicle buyer.
- Vehicles passing PSI and later found to have arbitrable items will be processed in the same manner as all other arbitrations. If the arbitrable items found were missed during PSI, Auction will be responsible for the arbitration in discussion with the seller.
- If a vehicle fails a Post-Sale Inspection and the buyer chooses to void the sale based on misrepresentations made about the vehicles condition, the vehicle will enter the arbitration process.
- Vehicle condition at the time of return must be the same as or better than when purchased.

The Following are excluded and not covered under the PSI Policy:

- Any vehicle sold AS-IS
- Vehicles with a sale price of \$3,000 and under
- Kit cars
- Exotic vehicles
- Modified vehicles
- Diesel vehicles
- Vehicles or conditions specifically excluded in the most current NAAA Arbitration Policy

Auction Will Not Reimburse Dealer for Transportation, Reconditioning or Other Work or Expenses Performed on Vehicles that are Returned.

A buyer desiring to return a vehicle must make proper arrangements with the auction 24 hours IN ADVANCE:

- The buyer must contact the auctions ARBITRATION MANAGER.
- The vehicle must be returned during business hours.
- The vehicle must be in the same condition without excessive mileage as determined by the Arbitration Manager. (Average 30 miles per day)
- The Buyer may be charged for anything deemed excessive.

General Auction Policies:

- ALL VEHICLES LEFT ON AUCTION PREMISES ARE AT OWNER'S RISK. THE AUCTION IS NOT LIABLE FOR ANY STOLEN ITEMS OR ADMINISTRATIVE ERRORS OR OMISSIONS.
- Auction fees are chargeable to seller and buyer. Copies of the fee schedule are available in the auction office.
- THE AUCTION IS NOT A PARTY TO THE CONTRACT OF SALE, SALES ARE BETWEEN SELLER AND BUYER ONLY.
- It is the Buyer's responsibility to know the vehicle and verify engine size and model before purchasing. Buyer may test drive a vehicle only after becoming the successful bidder. Buyer is responsible for any damages that occur during test drive. Buyer is responsible for verifying VIN, model, year, mileage and mechanical condition on all purchases before leaving the sale. The auction is not responsible for the accuracy of written information on any vehicle. Information on the window and catalogue is printed as a courtesy. Auction is not responsible for clerical errors on printed material.
- The seller will not offer a vehicle for sale unless it is on a U.S. title in the seller's company name in compliance with current federal and state laws.
- Buyer must pay on day of auction sale, by check, cash, or other means with prior approval of auction management. Refusal to honor a check payable to the auction without prior approval may result in loss of auction privileges, return fees or both. All unpaid deals will be charged \$100.00 late fee per unit after sale day.
- Buyers agreeing to IF sale are obligated until Wednesday at 2 p.m. or until auction contacts the buyer with confirmation of existing bid price or re-negotiated sale price. IF sales are legal binding contracts.
- THE AUCTION RESERVES THE RIGHT TO VOID ANY TRANSACTION AND RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE. THE DECISION OF AUCTION MANAGEMENT SHALL BE FINAL IN ALL DISPUTES.
- Vehicles registered are subject to inspection by the Tennessee Highway Patrol, FBI, National Auto Theft Bureau, Local Police and auction personnel. No unit will be offered or sold without a Serial Number Plate (Public VIN).
- Vehicles 10 years or older are mileage exempt. However, a declaration of mileage does not cover odometer discrepancies or misrepresentations. Odometers that are inoperable must be announced.
- Any vehicle judged to be unsafe will be rejected from the sale.
- The auction will endeavor to provide information on vehicle history e.g., salvage, major damage, theft, flood, etc., as is available through Auto Check. However, the auction does not guarantee information listed in Electronic Data Vehicle Histories (e.g., CarFax, Auto Check, etc.) and will not arbitrate solely on EDVH data.
- Sold vehicles left inside auction property after 10 calendar days are subject to a \$50.00 initial fee and \$10.00 per day storage charge. Vehicles left on outside parking lot overnight will be impounded by independent towing company.
- Auction Not Responsible for Emissions Inspection.

FEES:

- \$95.00 Post Sale Inspection
- \$100.00 LATE FEE will be assessed on all purchases not paid for on sale day
- \$150.00 SERVICE FEE will be assessed on all returned checks
- \$50.00 FEE will be assessed for any replacement Auction check
- \$25.00 FEE will be required to request replacement Auction cards
- \$25.00 FEE will be added to all vehicles Floor Planned
- \$150.00 FEE will be charged for duplicate titles, THE AUCTION IS NOT RESPONSIBLE FOR ADMINISTRATIVE OR CLERICAL ERRORS
- \$50.00 FEE will be assessed for Dealers changing Buyer or Seller on Bill of Sale on Sale day
- A service charge will be assessed to any vehicle which needs a battery and/or gas to run through the sale

AUCTION POLICIES Updated January 2018

MUSIC CITY AUTO AUCTION OF NASHVILLE - "WHERE OUR CUSTOMERS TOP THE CHARTS"

www.musiccityaa.com

3639 Royal Park Blvd.
Spring Hill, TN 37174

I understand and agree to the terms and policies above stated
by Music City Auto Auction of Nashville.

Dealership Name: _____

Printed Signature: _____

Signature: _____

Date: _____

**Please email or fax this page to Ramona Burress rburress@musiccityaa.com or
931-674-8004**



MCAA

Music City Auto Auction of Nashville

Dealer Registration Package

Dealer Name: _____

AuctionACCESS Number: _____

ATTENTION: Ramona Burress (Dealer Registration)

FAX NUMBER: (931) 674-8004

EMAIL: rburress@musiccityaa.com

DEALER LICENSE CERTIFICATE

SURETY BOND

SALES TAX CERTIFICATE

DRIVER LICENSE FOR OWNERS AND REPRESENTATIVES

COPY OF A VOIDED COMPANY CHECK

AUCTION ACCESS NUMBER

FLOORPLAN COMPANY: _____

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3639 ROYAL PARK BLVD • SPRING HILL, TN 37174

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Titles are only sent by **overnight courier** when requested. Otherwise, titles will remain at MCAA until picked up.

If you wish to have your titles sent by overnight courier; please provide your carrier's billing information:

FedEx Account#: _____

UPS Account#: _____

Type of service:

Priority _____ Standard _____ 2day _____ Ground _____

It is the recipient's responsibility to advise the auction of any changes in courier or account number.

Specify how often to send titles:

___ Daily (as available)

___ Weekly

___ Only when asked

Dealership Address:

_____ LOT

_____ MAILING

Refusal to pay for shipping charges may incur a **chargeback fee up to a \$20**. Fees must be paid **before** any further titles will be mailed.

Date: _____

Dealership: _____ Signature: _____

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DEALER REGISTRATION GUARANTY AGREEMENT

IN CONSIDERATION OF **MUSIC CITY AUTO AUCTION OF NASHVILLE** (hereinafter called Auction) allowing _____ (hereinafter called Dealership name) TO BUY AND SELL MOTOR VEHICLES THROUGH AUCTION, THE UNDERSIGNED DEALER AGREE AS FOLLOWS:

1. Dealer guarantees and warrants that the title to each motor vehicle sold by Dealer through Auction will be good and will be free and clear of all liens and encumbrances, whatsoever, that Dealer owns each motor vehicle and that Dealer has the lawful right to sell each motor vehicle. This warranty does not cover mere technical defect which can be removed by execution and delivery of title documents or documents in support thereof, and inures only to the Dealer who purchases the motor vehicle through the Auction. Failure of the purchasing Dealer to furnish full particulars of any claim within (5) business days after receiving notice of the same shall void this title warranty. The purchasing Dealer shall not surrender possession of a motor vehicle except as required by legal process, nor shall such Dealer pay or acknowledge any claim to the title of a motor vehicle without the approval of Auction, this warranty does not protect against claims affecting the motor vehicle that are known to the purchasing Dealer at the time of sale, and does not apply to titles for boats, campers, trailers, or recreational units. Selling Dealer then has (7) business days to correct any issue or risk grounds for cancellation of the sale.
2. Dealer is fully responsible and liable and holds the Auction harmless for, and indemnifies, all actions, activities, and injuries caused to others or themselves by persons authorized by Dealer to represent Dealer at Auction. Dealer must report any changes in authorization to Auction in writing; however, de-authorization shall not be effective until the representatives Auctions identification card has been returned to the physical possession of Auction.
3. Dealer guarantees full payment of any debts of Dealer to Auction for services of any nature whatsoever rendered by, or on behalf of, Auction, including any checks or drafts issued by Dealer or any Dealer's representatives and acknowledge that all financial obligations of Dealer to Auction will accrue interest at the highest rate allowed by law.
4. Dealer unconditionally guarantee the accuracy of the Odometer Mileage Statements given by, or on behalf of, Dealer in all sales of motor vehicles by Dealer through Auction, regardless of whether Dealer is at fault.
5. If Dealer fails to pay Auction for a vehicle purchased by Dealer through Auction, Auction will be allowed to Sell the vehicle to mitigate its loss without notice to the undersigned, and Dealer will be fully liable to Auction for any deficiency, including incidental and consequential damages. Notice of resale required by the Uniform Commercial Code or any other law is waived.
6. Auction shall have the right to refuse to transact business with Dealer, to modify or release any and all collateral security, to extend or change time of payment and to settle or compromise with Dealer without notice to them and without discharging or affecting their liability. This guarantee is continuing, and Dealer waives notice of acceptance, hereof, as well as presentment and demand Dealer is liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor or creditors of Dealer shall not affect the enforceability of this agreement.
7. Dealer unconditionally agree to reimburse Auction for any loss, damage, expense, or costs, including attorney's fees, incurred by Auction as a result of any obligation arising pursuant to this agreement or as a result of any transaction in which the Dealer is involved at Auction, including payment made by Auction for valid business reasons, even if Auction is not legally obligated to the payee. Venue for any civil action by or against Auction shall be in any county in the State of Tennessee, at Auction's sole option, and Dealer consents to personal jurisdiction of any Court of competent jurisdiction in Tennessee.
8. Auction guarantees to the Seller Payment of all checks and drafts for drafts for motor vehicles sold through Auction upon receipt of title which is good and free and clear of all liens and encumbrances.



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AGENCY WITH POWER OF ATTORNEY INDEMNITY AND HARMLESS AGREEMENT

_____(HEREINAFTER DEALER) WHOSE PRINCIPAL PLACE OF BUSINESS IS IN _____, APPOINTS **MUSIC CITY AUTO AUCTION OF NASHVILLE** AS DEALER AGENT WITH FULL AND COMPLETE POWER OF ATTORNEY, AND AUTHORITY TO SIGN ODOMETER DISCLOSURE STATEMENTS, TITLE DOCUMENTS, AUCTION INVOICES OR OTHER DOCUMENTS AS REQUIRED ON DEALER'S BEHALF WITH REGARD TO ANY AND ALL MOTOR VEHICLES OWNED BY DEALER, WHICH ARE SOLD THROUGH MUSIC CITY AUTO AUCTION OF NASHVILLE AND TO DO ANY ACT OR THING NECESSARY TO CONDUCT SUCH TRANSACTIONS FOR DEALER. DEALER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS AUCTION'S EMPLOYEE AGENTS, FROM ALL LOSSES OR EXPENSES INCURED BY THE AUCTION AS A RESULT OF AUCTION ACTING AS A DEALER'S AGENT PURSUANT THIS AGREEMENT, INCLUDING ALL EXPENSES AND ATTORNEY'S FEES INCURRED BY AUCTION, UNLESS CAUSED BY THE AUCTION'S OWN NEGLIGENCE.

NAME OF DEALER: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

OWNER/OFFICER (sign): _____

OWNER/OFFICER (print): _____

-----**BELOW SECTION TO BE COMPLETED BY NOTARY**-----

STATE OF _____
THE FORGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE ME THIS

_____ DAY OF _____ 20 ____ BY _____

PERSONALLY KNOWN PRODUCED IDENTIFICATION

TYPE OF IDENTIFICATION _____

NOTARY SIGNATURE

PRINTED NAME OF NOTARY PUBLIC/STAMP

****PLEASE NOTARIZE IF NOT SIGNED AT AUCTION****



MCAA

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BLANKET CERTIFICATE OF RESALE

This is to certify that all material, merchandise, or goods (including reconditioning of motor vehicles) purchased by the undersigned from or through MUSIC CITY AUTO AUCTION OF NASHVILLE, after _____ is purchases for the following purpose(s):

- (x) Resale as tangible personal property.
- (x) To be incorporated as a material or part of other tangible property to be produced for sale by manufacturing, assembling, processing, or refining.
- () To be exported for sale, use, or consumption outside the continental limits of the United States.
- () Other:

This certificate shall be considered a part of each order, which we shall give. This certificate is to continue in force until revoked. The undersigned is authorized to execute this document for the purchaser named below. Any purchase or reconditioning of a motor vehicle is to recondition that motor vehicle for resale by a dealer and required to collect sales tax on retail sales or motor vehicles.

(COMPANY NAME) PURCHASER: _____

(PRINTED NAME OF OWNER/PRESIDENT) BY: _____

(SIGNATURE OF OWNER/PRESIDENT) X: _____

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