



# MCAA

**Music City Auto Auction of Nashville**

**Sale Day Tuesdays 2:00 PM**

3639 Royal Park Blvd.

Spring Hill, TN 37174

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

[www.musiccityaa.com](http://www.musiccityaa.com)

## **Auction Policies 2023**

- 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.
- 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 the 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 \$800.00 singular item, as determined by the arbitrator. Labor rate is based on MCAA rate of \$100/hour.

- Covers odometer, frame & unibody. Mechanical motor, transmission, and differential. Drivability issues over \$800.00. Labor rate is based on MCAA rate of \$100/hour.
- Green Light does not include radios, DVD'S, power accessories, convertible tops, sunroofs, 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 \$800.00 as determined by the arbitrator. Labor rate is based on MCAA rate of \$100/hour.

### **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

- 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:**

#### 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, taxicab, 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

### **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.

- Electric Vehicles (EV)
- 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
- Sunroof
- 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 30<sup>th</sup> 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
- Returns will not be processed on Sale Day (Tuesday)

### **PSI POLICY**

Vehicle Qualifications:

Green Light vehicles which run at this facility in the lane with a final sale price over \$3,050 with 125,000 miles or less are eligible for a Post Sale Inspection. Buyer must notify Auction within one hour after the sale ends. IF bids accepted after 6 p.m. on sale night have an extended arbitration period until 9:30 a.m. Wednesday morning.

- **Diesel vehicles are NOT eligible for Post Sale Inspection.**
- **Electric Vehicles (EV) NOT eligible for Post Sale Inspection.**
- **Online/Simulcast Purchases: Arbitration is 2 days from gate passed-Not to exceed 10 days from purchase.**

### **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 \$800.00 or more to repair or replace on Vehicles Sold In-Lane. Labor rate is based on MCAA rate of \$100/hour.

- 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 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
- Vehicles with mileage in excess of 125,000 miles
- Kit cars
- Exotic vehicles
- Modified vehicles
- Diesel vehicles
- Electric 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.
- Returns will not be processed on Sale Day (Tuesday).

**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.
- Music City Auto Auction Liability Coverage. Notwithstanding release of liability terms herein, Music City Auto Auction agrees to provide primary auto liability coverage for Dealers while Music City Auto Auction employees or its designees operate non-owned Dealer vehicles whether on the premises or over the road.
- 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 \$150.00 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 20 years or older are mileage exempt. (2010 and older are grandfathered under the prior 10-year exempt rule) 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.
- 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:**

- Post Sale Inspection
  - \$.01 - \$14,999            \$125
  - \$15,000 - \$49,999       \$175
  - \$50,000 - up             \$200
- \$150.00 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 added to all vehicles Floor Planned
- \$200.00 FEE is the minimum charge for duplicate titles plus any shipping fees, THE AUCTION IS NOT RESPONSIBLE FOR ADMINISTRATIVE OR CLERICAL ERRORS
- \$50.00 FEE will be assessed for Dealers changing Buyer or Seller on Bills 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 2023**

MUSIC CITY AUTO AUCTION OF NASHVILLE

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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: \_\_\_\_\_