



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

Auction Policies

General Auction Policies:

- All vehicles left on auction premises are at owner's risk. The Auction is not liable for any stolen items or damage to the vehicle.
- 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 in the outside parking lot overnight will be impounded by independent towing company.
- Auction is not responsible for Emissions Inspection.
- If the seller requests to void a sale after the fact, a \$300 unwind fee will be charged. Seller is responsible for incurred charges to the buyer on reconditioning or transportation, where receipts are provided.
- 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. A valid driver's license is required. Dealers are responsible for the actions of their representatives and drivers. Driver's and guests must remain in the lobby during the sale.
- NO retail customers allowed. Retail customers found on premises will be escorted off property and Company will lose driver privileges.
- Auction issued bidder badges must always be used; each dealer must have their own bidder badge. Auction issued bidder badges are not to be shared with anyone.
- Backpacks are not allowed inside the gate and there is no coat or bag check available at MCAA.



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- 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.
- Online/Simulcast Purchases are eligible for arbitration 7 calendar days with the sale day as day 1.

Green Light (Ride and Drive)

Seller represents vehicle mechanically sound within a \$800.00 singular item or more to repair or replace on Vehicles Sold In-Lane, unless the sale price is greater than \$50,000.00 or more, at which the repair cost of a single undisclosed or unannounced mechanical defect must equal or exceed two percent verification(2%) of the vehicle purchase price to qualify for arbitration. as determined by the arbitrator. Covers odometer, frame & unibody. Mechanical motor, transmission, and differential.

Blue Light (Title Delay)

Vehicle sold with title not present on the day of sale.

Yellow Light (Special Defects)

Except for announced special defects, seller represents vehicle mechanically sound within \$800.00 singular item or more to repair or replace on Vehicles Sold In-Lane, unless the sale price is greater than \$50,000.00 or more, at which the repair cost of a single undisclosed or unannounced mechanical defect must equal or exceed two percent verification(2%) of the vehicle purchase price to qualify for arbitration. as determined by the arbitrator. Covers odometer, frame & unibody. Mechanical motor, transmission, and differential. as determined by the arbitrator.

Red Light (AS-IS)

Vehicle is AS-IS and will not be subject to arbitration regardless of Seller's failure to make the required announcement. Exceptions are:

- True miles unknown (TMU) or odometer discrepancy must be announced.
- Non-Working Odometer issues must be dealt with on the day of sale only.
- \$3,000 and under
- Frame, flood, branded title, and vehicle sold without title present.
- Void Factory Warranty. (time frame 30 days)

Required Announcements:

- 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
- Gray Market vehicles
- Police, taxicab, commercial/municipal vehicles
- Any vehicle without proper emissions control equipment (e.g., catalytic converter, diesel particulate filter)
- Flood damaged 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.
- Vehicles with reassigned Vehicle Identification Number
- Vehicles with altered VIN plates.
- Vehicles manufactured for the Canadian market.
- Manufacturer lemon-law buybacks.
- Vehicles on MSO
- Vehicles not equipped with factory air conditioning.
- Vehicles with airbags currently deployed or missing.

Items Not Subject to Auction Arbitration:

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

- Electric Vehicles (EV)
- Air Ride Systems
- Oil leaks on BMW
- Power Accessories
- Radios
- DVDs
- Navigation Systems
- Electrical Components
- Gauges/warning lights



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- 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 on Jeeps, Explorers, Land Rovers, and Range Rover
- Status of luxury tax on MSO vehicles
- Air conditioning
- To arbitrate for frame or unibody damaged area must be specified.
- 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.
- 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
- Vehicles exceeding 20 model years are sold as is unless otherwise stated or represented by the seller.

Arbitration Guidelines

- A buyer may request arbitration for one undisclosed or unannounced mechanical defect if the repair cost exceeds the applicable threshold listed below.

Arbitration Thresholds by Vehicle Purchase Price

- For vehicles purchased for less than \$50,000, the repair cost of a single undisclosed or unannounced mechanical defect must be at least \$800 to qualify for arbitration.
- For vehicles purchased for \$50,000 or more, the repair cost of a single undisclosed or unannounced mechanical defect must equal or exceed two percent (2%) of the vehicle purchase price to qualify for arbitration.
- The auction will inspect only one mechanical defect included in the initial arbitration claim. For purposes of determining arbitration eligibility, repair costs will be calculated by the auction using its estimated repair cost and a labor rate of \$100 per hour.

PSI POLICY

Vehicle Qualifications:

Green Light vehicles with a final sale price over \$3,050 with 125,000 miles or less. 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.**
- **Electric Vehicles (EV) NOT eligible.**

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, unless the sale price is greater than \$50,000.00 or more, at which the repair cost of a single undisclosed or unannounced mechanical defect must equal or exceed two percent verification(2%) of the vehicle purchase price to qualify for arbitration.

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

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.
- Vehicle condition at the time of return must be the same as or better than when purchased.
- All items checked in the Post Sale Inspection are Guaranteed for 7 days starting day of sale.
- The post sale inspection guarantee is not a buy-back policy, but a guarantee of the operation and function of the items inspected.



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

- Any vehicle sold AS-IS. Vehicles exceeding 20 model years are 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

Title Arbitration Requirements

- To invoke the 24 hour no title, return policy the Buyer:
 - Must contact the Auction title department via phone one business day after the 30th day following the sale, during regular business hours to confirm their intent to return the vehicle for no title.
 - The Auction title department will notify the Seller of the Buyer's intent to return the vehicle for no title, giving the seller the date and time that the title must be received by the Auction to avoid vehicle return.
 - When the 24-hour notification has expired, the determination of the status of the deal relies on the return of the vehicle and title.
 - Once the expiration date and time have passed, if the title arrives at the auction prior to the vehicle being returned, the vehicle will remain sold. If the vehicle is returned prior to the title arriving at the auction, the deal will be voided.
- The Auction requires a trackable service such as FedEx, UPS, USPS, when sending titles. Titles can be sent via regular mail when requested in writing by the owner of the company.
- The Auction is not responsible for lost or stolen titles which we send at the request of the dealer, regardless of service used.
- Returns will not be processed on sale day (Tuesday).

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

- The buyer must submit an arbitration claim via Auction's website or by directly emailing, arb@musiccityaa.com.
- The vehicle must be returned during business hours.
- The vehicle must be in the same condition without excessive mileage (average 30 miles per day).
- The Buyer may be charged for anything deemed excessive.
- Returns will not be processed on Sale Day (Tuesday).
- Auction will not reimburse buyer for transportation, reconditioning or other work performed on vehicles which are returned.

FEES:

Post Sale Inspection

- \$3050 - \$14,999 \$135
- \$15,000 - \$49,999 \$190
- \$50,000 - up \$230
- \$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
- Void/Return Vehicle Fee \$300.00 to seller



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AUCTION POLICIES

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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: _____