



## Auction Policies

We are an **NAAA approved auction**. All NAAA Rules supersede below arbitration policy's and time lines.

Below is a breakdown of **IMPORTANT** information about the **Do's and Don'ts** of our auction.

Please refer to this page on where to find specific information

General and Purchase info/Reservations Registration.....	<b>page 2</b>
Payment Options/ Delivery of Vehicles.....	<b>page 3</b>
Title Policies .....	<b>page 4</b>
DCAA/NAAA Arbitration Policies .....	<b>page 5-6</b>
Buyer's/Seller's Responsibility .....	<b>page 7</b>
Warranty/Guarantee policy/Return Policy .....	<b>page 8</b>
DCAA Fees.....	<b>page 9</b>
Non Payment/Legal Disputes.....	<b>page 10</b>

## General Information:

Our auctions are every **Monday at 12:00pm**

Our **OFFICE** is open: Monday – Friday at 12:00pm

Our **WAREHOUSE** is open on: **Mondays – Friday: 8:00am-6:00pm**

- All Dealers **MUST** check in and receive a bidder badge to enter the auction
- **All representatives** must have a valid salesman license on file to enter the auction. (Exception: out of state representatives)
- **No guests** are allowed with the exception of immediate family (ONLY 18 and over).
- No scanners are allowed due to liability reasons
- Coin Flipping for cars will not be tolerated and will result in removal from the auction.

## Purchase information

- No vehicle may leave the lot without an authorized gate pass
- All sold/unsold vehicles **MUST** be removed from Dealers' Choice before **Thursday 5:00pm**. A **\$25.00 storage fee** will be put on for each day the vehicle is not picked up
- Any personal vehicles left on the lot must be removed by the end of the business day or will be towed at the owner's expense.
- Any vehicle blocking another will be towed at the owner's expense

## Reservations

- DCAA has the right to reject a bid at any time. DCAA also has the right to change policies and procedures at any time.
- Dealers Choice has the right to refuse service to any dealer at any time.
- Dealers that are not current or **over 60 days for lack of payment** will only be allowed in if Okayed by GM
- **Dealers over 90 days** will not receive a bidder's badge unless payment is made

## Registration

- Dealers and representatives **must be registered** before attending the auction and to preview cars during the week **must present identification** in order to check in on auction day
- Registrations are only allowed on auction day if required documents are available  
Any new representatives coming to sign under an already registered dealer must either:
  - Show up under that specified dealership in Auction Access **or**
  - Have written proof/dealer authorization form from the dealer to confirm your standing

Dealers that are registered **cannot let unregistered individuals in the auction** with a different representative's bidder badge

All Registered dealers are responsible for knowing the rules and regulations

## Delivery of Vehicles

- When bringing cars to be sold please be sure to fill out a Vehicle Registration form for each car
- **Vehicles must be checked in no later than 10:00am on the day of the sale to be included in the auction**
- If payment is made by cashier's check/money order, the vehicle will be delivered as soon as practical.
- If payment is made by another form a payment that is not a cashier's check or money order, delivery will occur only upon clearance of funds.
  - In this case, DCAA will notify the buyer that said funds have cleared
- After the buyer has been notified that funds have cleared, they must pick up the vehicle within (2) days from the date of said notice.
- If the buyer fails to pick up the vehicle, DCAA may exclude the buyer from future sales.
- If the buyer check does not clear in normal banking channels, the bid will be deemed rejected, DCAA may exclude the buyer from future sales.

## Payment Options

Payments for **CARS** can be made with a **Cashier's Check, Postal Money Order, Flooring, Wire Transfer, and (*only for California Dealers with approval*) Company Check. **(NO CASH)****

- Please limit money orders to no more than 3 per transaction
- Please make payable to:

- **DCAA or Dealers Choice Auto Auction**

To pay by **Company Check** you must first be approved by the GM. All you need to do is submit **6 months** of company bank statements to reception to be approved or email them to [carmen@dcautoauction.net](mailto:carmen@dcautoauction.net)

- **Checks returned by bank** will be charged a fee of \$100.00 per occurrence to be paid only by cashier's check
- DCAA will hold buyer's company check until we have possession of said title. At that time DCAA will deposit buyers check without notice. Upon clearance of buyers check, Dealers Choice will deliver the title to the buyer pursuant to these procedures and policies.

You can **Floor** with the following companies:

- Nextgear: we will contact for availability
- Westlake: we will contact for availability
- AFS: They will NOT floor after 7 days of sale
- AFS(Anaheim): They will NOT floor after 10 days of sale
- AFC: They will NOT floor after 7 days of sale

For **Wire Transfers**: Please contact us directly for instructions by email or phone

- All vehicles are to be paid for before Thursday. **A late payment fee of \$50.00** per car will be applied for all unpaid vehicles
- **ANY FEES or AR PAYMENTS** can be paid with **Debit/Credit Card**, Cashier's Check, Postal Money Order, Wire Transfer, or Company Check

## Title Policies

- Dealers' Choice guarantees titles
- All vehicles with late titles (**60 days and older** with 48 hour notice) are subject to unwind. When 48 hour notice is returned, the vehicle must be at Dealers' Choice on or before the 48<sup>th</sup> hour.
- A **Late Title Fee** of **\$75.00** will be assessed on the **46<sup>th</sup> day** after sale of all cars without titles. At **60 days**, an additional penalty of \$75.00 will be assessed with the possibility that the vehicle will unwind with unwind expenses or adjustment to the buyer
- DCAA will hold buyer's company check until we have possession of said title. At that time DCAA will deposit buyers check without notice. Upon clearance of buyers check, Dealers Choice will deliver the title to the buyer pursuant to these procedures and policies.
- Titles can be sent through the mail with either:
  - FedEx (if the requester has an account)
  - Ontrac (with a \$9.00 fee)
- Titles can also be picked up in the office by the registered dealer/rep or another authorized individual
- All titles will be examined by Dealers' Choice and if correct will be processed. All incomplete titles will be returned to seller unprocessed.
- Seller will be paid within 24 hours of title being processed, or DCAA's receipt of sale proceeds whichever comes first.
- Branded title issues, unless announced at time of sale, may be arbitrated at DCAA's sole option.
- Any and all penalties due are to be paid by seller and will be deducted from the seller's check.

### **Titles must include the following:**

1. Current title signed in proper places with date and miles left Blank.
  2. Current registration or copy is acceptable if not available then a current KSR is required.
  3. All other necessary paperwork with NO mistakes or cross outs on the 262's. All out of state Titles must include a KSR and a 262 from the selling dealer.
- Seller shall deliver title or Reg. 227 to Auction **within sixty (60) days from the sale of the vehicle.**
  - In the event the Seller fails to produce title, Buyer may return the vehicle to the Auction for refund subject to the terms herein.
  - All vehicles shall have titles issued by one of the fifty states.

### **ATTENTION - Titles brought in on Monday's sale day will not be processed until the following day beginning at 2:00pm**

- The Seller will be responsible to the Buyer in any amounts of costs or expenses occasioned by expired registration, failure by DCAA to deliver title to the vehicle, or other events.
- DCAA shall be deemed to have satisfied its obligation to deliver title by delivering the following to the Buyer: Duplicate titles or applications, Junk or salvage certificates, Lien sale documents or Paperless titles and transfers.

**Dealers' Choice is not responsible for delivery of title, you must pick up your own title or we will deliver at your expense, by either US Mail or courier service. As per DMV we are not responsible for delivery title by US mail or by Courier Service. This is only a convenience to you and will be sent at your expense. Dealers' Choice will not be held accountable if title is lost. Dealers' Choice will help reconstruct a Duplicate Title at your expense.**

# **DCAA/NAAA Arbitration Policies**

## **DCAA/Arbitration Policies: NAAA policies supersede all DCAA policies**

- All vehicles that are announced guaranteed have a sale day guarantee only on mechanical (Engine, Trans and Differential) only internal lubricated parts and any computer or components that run these systems, also includes Convertible tops, Sun Roofs and Navigation systems. DCAA makes no representations as to vehicle condition or fitness for use. Buyer may elect to have the vehicle undergo a post-sale inspection.
- Buyer must return this vehicle by 5:00pm on sale day, buyer has the option to do a post-sale inspection at buyer expense. The cost is \$85 and the Inspection is done by Auction Auto Prep. The inspection includes Mechanical on Engine, Trans, Differential, Frame, and convertible tops, Sun roofs, navigation system and steering and suspension components. We only guarantee factory installed Navigation systems. If buyer does a post-sale inspection and does not reject the vehicle, seller gives buyer a 5 day warranty from day of sale. If problem found buyer must return vehicle to DCAA by Friday at 5:00pm or buyer owns the vehicle.
- Absence of frame damage is a part of sellers guarantee buyer can arbitrate this up until 7 business days from sale, unless frame announcements were made while vehicle run thru the auction block.
- Issues with frontline vehicles must be brought to the attention of Dealers' Choice Auction via fax by 5:00pm on the Wednesday following the sale. Arbitration forms are available at the Auction or on our web site at [www.dcautoauction.net](http://www.dcautoauction.net).
- Seller warrants all front lines vehicles are in safe running condition; this includes brakes, tires and other related safety components. All cosmetics must be inspected by the purchasing dealer and will not be arbitrated.
- All discrepancies with Auto check may be arbitrated at the sole option upon verification of said discrepancies. Accidents reported to Auto Check cannot be arbitrated, unless it includes frame damage.
- Any mileage discrepancy reported by Auto Check must be from Dept. of Motor Vehicles only. DCAA does not arbitrate because of service reports, smog reports or service contract reports.
- **DCAA does not arbitrate any items reported to Car fax.**
- **DCAA's inventory now includes VIN #'s, please run Car fax reports before buyer purchase of any vehicle or vehicles so you can determine if Car fax report is ok for buyer's wholesale or resale business.**
- All branded title issues not announced at time of sale, may be arbitrated at DCAA's sole option. (Please see timelines)
- Book sheets are for informational purposes only. Book sheets WILL NOT BE ARBITRATED.

DCAA/NAAA Arbitration Policies continued on next page...

- DCAA is not responsible for face plates, CD magazines, head phones, remote controls, convertible tops, Navigation Disc, Keys or remotes.
- The decision of DCAA Arbitration is final and binding on both the Buyer and Seller. Arbitrations are limited to one per vehicle; therefore, all concerns should be included in the initial arbitration claim. DCAA reserves the right to assess a \$125 arbitration fee to the Buyer if an arbitrated claim is deemed to be not valid. If the arbitration is valid, DCAA reserves the right to assess a \$125 arbitration fee to the Seller.
- Vehicle(s) that have been driven more than 50 miles after auction sale cannot be arbitrated. Vehicles that have not signed up for a post-sale inspection and removed sale day, and have not been returned sale day before the 5:00pm deadline are final sales. Vehicles that have had a post-sale inspection and frame damage are excluded and subject to other terms as stated herein.
- Any modified, missing or disconnected components must be noted prior to leaving lot. On SALE DAY ONLY. Failure to do so constitutes buyers acceptance.
- Lights that come once the vehicle leaves the lot, this vehicle cannot be arbitrated. Unless lights have been reset or altered, Vehicles that have had a post-sale inspection are subject to different terms.
- Post sale inspections are available at a fee of \$85 sale day only, once vehicle has left Dealers' Choice's property, buyer must return vehicle to DCAA by the close of business sale day only. Post sale inspections are not available after sale day.
- Convertible tops, Sun Roofs and Navigation systems must operate to Factory specs. Vehicle can be arbitrated by DCAA subject to a post-sale inspection or before the vehicle leaves the lot sale day only.
- Seller guarantees Steering and suspension components, If the vehicle has been modified, components removed and or disconnected. If vehicle has any form of suspension and/or steering damage, Power steering rack and pinion, steering gearboxes repairs that exceed \$500. Normal wear and tear items (such as hoses, ball joints, bushings, drive belts and power steering pumps) will not be included in this arbitration policy. This policy only includes Missing, Modified, and disconnected and/or damaged components.

## Buyer's Responsibility

- Owner/Principal of company conducting business is responsible for any and all transactions conducted by authorized buyers
- All bids must be honored
- All sales are final subject to buyer's limited right to return vehicle as stated here
- **OFFERS:** Buyers that agree to an "**IF**" bid on the block have bound themselves to that vehicle and price until 5:00pm the day of the auction (NO EXCEPTIONS)
- All vehicles are to be paid for on the day of sale. A late payment fee of \$100.00 will apply for checks not received on time. All checks must be in before close of business Wednesday that following sale
- **Dealers that are not current or over 60 days for lack of payment will only be allowed in if Okayed by GM.**
- **Dealers over 90 days will not receive a bidder's badge unless payment is made**

## Seller's Responsibility

- Owner/Principal of company conducting business is responsible for any and all transactions conducted by authorized buyers
- Seller is responsible for **ALL** announcements (i.e. prior rental, current model year, 1 year prior to current model year, flood damage, true miles unknown, salvage title, gross polluter, exceeds mechanical limits, lemon law buy back, police or govt. vehicle, frame, etc.)
- Seller fully guarantees frontline vehicles, including frame, smog and safety, unless announcements are made
- Seller guarantees miles and clean title except when otherwise announced
- Seller is responsible for **expenses up to \$500.00** including transportation associated with vehicles unwound to Dealers Choice Auto Auction
- Cosigned vehicles will run up to one time unless approved by the general manager
- **Registration/No sale Fee is \$25.00** per vehicle, unless your percentage of sales are 50% or greater, registration fee is waived if vehicle is sold.
- It is the seller's responsibility to make sure announcements are made at the time of sale if dealer has representative(s) at auction at the time the sale is commencing
- Seller guarantees steering and suspension components whether if the vehicle has been modified, components removed, and/or disconnected
- If vehicle has any form of suspension and/or steering damage, power steering rack and pinion, steering gearboxes that the repair exceeds \$500.00. Normal wear and tear items (such as hoses, ball joints bushings, drive belts, and power steering pumps) will not be included in this arbitration policy. This policy only includes missing, modified, and disconnected and/or damaged components.
- Seller warrants the vehicle to comply with all DCAA policies

# Warranty/Guarantee policy

## **Guarantees are as follows:**

- All vehicles that are announced guaranteed by seller will have guarantee until close of business sale day only, unless post-sale inspection is done. If post-sale inspection is done seller is responsible until **Friday 5:00pm** in the event that buyer purchases a post-sale inspection.
- DCAA will not conduct any examination of the vehicle or investigation of any nature.
- DCAA will disclose, when known, vehicle status such as frame damage and mechanical problems; limited to engine; transmission and differential; and steering and suspension. DCAA does not inspect the vehicles nor does DCAA warrant the condition of any of the vehicles. Buyer must complete Buyer's own due diligence as to the status and condition of the vehicle.

## **NO Warranties and/or Guarantees are made as to:**

- Odometers on vehicles that exceed ten model years (Section 23.010 of the DMV Dealer Handbook)
- Unannounced gross polluter (Section 29.090 of the DMV Dealer Handbook).
- Rear differentials on any Jeep product
- Any vehicles sold for \$2,500.00 or less have no guarantees what so ever
- **ALL** salvage vehicle sales are final without exception
- Motorcycles, Boats, or RV's are sold AS IS no matter year, make, or model.

## Return Policy/Refunds

- Before any vehicle is returned to DCAA for the benefit of the seller for any reason DCAA must be notified in writing.

Written approval from the auction General Manager must be obtained before bringing the vehicle to the auction premises.

Buyer may return a vehicle to the Seller upon the establishment of any of the following:

- Misrepresentation of the model year of the vehicle.
- Determination of undisclosed true miles.
- Determination of undisclosed salvage title.
- Determination of undisclosed gray market title.
- Failure to Seller to deliver said title to Auction for delivery to the Buyer within sixty days.

**Buyer shall not be entitled to return the vehicle to Auction for failure of Seller to deliver title within sixty (60) days UNLESS the Buyer has first given written notice to Dealers' Choice forty-five (45) days after sale of said vehicle. Upon Buyer giving written notice to Dealers' Choice, Buyer shall have the option to unwind the deal on the sixty-first day after the sale of the vehicle or to have title delivered to the Auction on the sixtieth day from the sale of said vehicle.**

- Buyer may return the vehicle to the Auction **ONLY** upon the following conditions:
  - The vehicle is returned to the Auction after the 60th day from the date of sale with a 48 hour notice of said vehicle.
  - Vehicles must be returned in like or better condition than existed on sale day. Vehicle mileage cannot exceed more than the odometer reading recorded at the auction. If the additional mileage is in excess of 500 miles, the Buyer can be assessed \$.25 per mile. Receipts for the returned vehicle must be submitted

Within 24 hours of the vehicles return to the auction. Frame, unannounced title brands, late title returns or mileage discrepancy returns: Refunds to include reasonable transportation and verified expenses not to exceed \$500. Excluded from allowed expenses are: advertising, commissions, profit and any other retail expenses. The vehicle must not have had any major mechanical failures (engine, drive train, etc.) nor have been involved in a collision. Buyer agrees in writing to defend and indemnify DCAA relative to any accidents or events, which occurred while the vehicle was in Buyer's possession.

### Refund by Company:

- In the event of a proper return of a vehicle by Buyer to Dealers Choice, the Seller shall return to
- Buyer the funds previously paid to DCAA for said vehicle, less any costs and expenses incurred by DCAA relative to Buyer's failure to timely return the vehicle in the same condition as when it was delivered by DCAA.



# Dealers Choice Auto Auction

## Fees

### Buy Fees:

Sale Price	Sale Price
\$1 - \$499.....\$75	\$20,000 - \$22,499.....\$415
\$500 - \$999.....\$105	\$22,500 - \$24,999.....\$440
\$1,000 - \$1,999.....\$155	\$25,000 - \$27,499.....\$465
\$2,000 - \$2,999.....\$195	\$27,500 - \$29,999.....\$490
\$3,000 - \$4,999.....\$235	\$30,000 - \$34,999.....\$515
\$5,000 - \$6,999.....\$275	\$35,000 - \$39,000.....\$545
\$7,000 - \$9,999.....\$305	\$40,000 - \$44,999.....\$565
\$10,000 - \$12,499.....\$335	\$45,000 - \$49,999.....\$580
\$12,500 - \$14,999.....\$350	\$50,000 - \$59,999.....\$595
\$15,000 - \$17,499.....\$365	\$60,000 - \$69,999.....\$625
\$17,500 - \$19,999.....\$390	\$70,000 - \$100,000.....\$650

**SALE FEE:** \$225.00 (if car sells)

**Registration/No Sale Fee:** \$25.00 (if car does not sell)

### Pre-Sale Inspection Fees:

- Frame:.....\$45.00
- Full:.....\$85.00

### Post-Sale Inspection Fees:

- - Frame: ..... \$45.00
- - Full: ..... \$85.00

### Late Title/Payment Fees:

- Late title 45 Days (or More).....\$75.00
- Title in and No Payment float fee.....\$75.00
- Late Payment Fee (per car, per day after Thursday)..... \$50.00
- Returned Check Fee..... \$100.00

### Convenience Fees:

- Simulcast Fee..... \$25.00
- Flooring Fee..... \$10.00 per car
- Ontrac Fee(to send titles).....\$9.00
- Transportation.....Varies on Mileage\*

### Other Fees:

- Storage Fee (per car, per day after Thursday) ..... \$25.00 per car
- Arbitration fee for Failed PSI (for sellers on guaranteed cars)... \$125.00

## **Non-payment/Legal Disputes**

### **NONPAYMENT:**

- All Buyers are solely responsible for their bids.
- Bids that don't comply with the policy and procedures herein will be discarded.
- Company reserves the right to refuse to do business with any Buyer.

### **Legal Disputes:**

- At DCAA's sole option, DCAA may arbitrate any Buyer/Seller disputes. The decision of DCAA shall be final, Non appealable and binding on Buyer and Seller.
- Arbitration/Mediation: In the event of a dispute. DCAA at its sole option may demand binding Arbitration or Mediation, as applicable, and thereafter the parties shall refer the dispute to a mutually acceptable service. If the parties are unable to agree on arbitration or mediation service within 30 days after a demand is presented, then Judicate West, Long Beach, CA 90831, shall be deemed the Arbitration/Mediation service and their rules shall govern. If the parties do not agree to first mediate their dispute, then they shall proceed directly to binding arbitration. A retired California Superior Court judge shall be the Arbitrator. The Arbitrator decision shall be enforceable in the Los Angeles County Superior Court.
- Attorney's Fees: The prevailing party in any litigation over this Agreement, including arbitration, shall be awarded court costs and attorney's fees, including fees on appeal.
- Governing Law: The laws and Courts of the State of California shall govern all questions or disputes
- Relating to interpretations, performance, validity, enforcement or effect of this Agreement.
- This Agreement has been entered into in the City of Long Beach and the County of Los Angeles where DCAA is located. Said local is the venue for all legal purposes.
- ALL BIDDERS REPRESENT THAT THEY ARE VEHICLE/RESELLERS AND POSSESS CALIFORNIA RESALE TAX CERTIFICATES. BIDDERS SHALL BE RESPONSIBLE FOR AND HOLD COMPANY HARMLESS FROM ALL LICENSE FEES, TAXES AND PENALTIES ASSOCIATED WITH THE PURCHASE AND SUBSEQUENT SALE OF ANY VEHICLES. ALL BIDDERS ARE SOLELY RESPONSIBLE FOR THEIR BIDS. ANY BIDS, WHICH DO NOT COMPLY WITH THE PROCEDURES AND POLICIES HEREIN, SHALL BE DISCARDED. COMPANY RESERVES THE RIGHT TO DO BUSINESS WITH ANYONE.
- Buyer and Seller agree to indemnify, defend, hold harmless and otherwise keep DCAA without Cost or Expense, including all DCAA's attorney's fees and costs. Buyer and Seller acknowledge that DCAA is a stakeholder only. Buyer and Seller are experienced car dealers and assume all risks associated with the auction by DCAA, its agents, employees Officers and owners.

By signing the Policy Page/Power of Attorney, I acknowledge the above procedures and policies.