



**WEST MICHIGAN**

## **Auction Policies**

America's Auto Auction West Michigan  
4758 Division Street. Wayland, MI 49348

Office Hours:

Monday, Tuesday & Thursday 9am-5pm

Wednesday 9am-3pm

Friday 7:30am-4:30 pm

Gate Hours 6am-12am Monday- Saturday CLOSED SUNDAY

Phone: 616-877-2020

\*\*\*Auction Every Friday at 8:30AM\*\*\*

AMERICA'S AUTO AUCTION WEST MICHIGAN FOLLOWS THE LATEST EDITION OF THE NAAA ARBITRATION STANDARD POLICIES, EXCEPT AND IN ADDITION TO THE POLICIES OUTLINED BELOW. ALL DAYS ARE CALENDAR DAYS AND SALE DAY IS DAY ONE.

### **General Policies**

The decision of America's Auto Auction West Michigan management shall be final on all disputes.

WMAA reserves the right to cancel any purchase due to unforeseen circumstances. This also includes transactions deemed unfair and/or unethical to either party. The Buyer and Seller agree that WMAA may cancel the sale at WMAA's sole discretion.

WMAA has reasonable time to make final determination on arbitration and/or disputes arising from a sale. No check or title will be released until a final resolution is reached.

### **Sale Lot**

No retail customers are allowed on the property. Any dealer found with one, may have their auction privileges revoked.

Due to our insurance and the safety of our customers, NO ONE UNDER 18 ALLOWED.

Test drives must be done on the Test Lane before 8:00am on Sale Day.

Speed Limit on the lot is 15MPH and no crossing Sale Lanes. 1st violation is a warning, 2nd violation is a 1-week suspension, 3rd violation is 30-Day suspension, 4th will be termination of business with WMAA.

Any person found tampering, stealing, or vandalizing any vehicle will be arrested and prosecuted, to the fullest extent of the law. Our security personnel reserve the right to search and inspect any vehicle and its contents leaving the premises.

WMAA accepts no responsibility for items stolen from vehicles (examples: radio faceplates, electronics, tuners, key fobs, shift knobs, etc.).

No open carry weapons are allowed on our properties. There are no exceptions.

### **Frame Disclosure Standards**

WMAA's Frame Policy is based on the industry accepted "NAAA Structural Damage Policy" as its standard.

Green light units can be arbitrated for frame within 7 calendar days.

**There is no arbitration on frame for AS-IS units.**

### **Frame Disclosure Standards- continued**

The auction reserves the right to arbitrate an AS-IS unit if the frame is deemed unsafe for the road by the auction and over \$3,000.

### **Registration & Payment**

Dealers and their authorized Representatives must be registered at WMAA through Auction Access and must be currently licensed by their state before doing business at WMAA.

Auction Access charges a yearly subscription fee. WMAA cannot take payment for this fee.

Dealers are responsible for all business transacted by representatives under their company name at WMAA unless terminated in writing.

Dealers must have a current and visible bidder badge when bidding.

Auction Access ID cards or the digital card on the Auction Access Phone App are required to receive your bidder badge.

All vehicles must be registered before they can cross the auction block. Only WMAA personnel may drive vehicles through the auction arena.

All vehicles bought or sold on the premises must be processed through WMAA. Outside the-gate sales are not permitted.

All purchased vehicles must be test driven, post-sale inspected, or arbitrated within the posted time frames.

All buyers are required to have a completed ACH form or Floorplan to get a bidder badge. Please see management for details.

Only company checks in the business name will be accepted. All checks will be deposited upon receipt of title.

Returned checks will not be redeposited. Certified checks, money orders, or ACH's are required to settle these returned checks. There is a service fee on all returned checks.

All accounts receivable are due within 30-Days of the charge (Net 30).

A service fee will be applied to all Floorplan transactions.

All cars registered are subject to inspection by the State Police or the National Auto Theft Bureau.

### **Seller Responsibility**

Vehicles must be accurately and fairly represented. It is the Seller's responsibility to verify all mileage, lights, information, and announcements before the vehicle is sold. All verbal announcements and announcements written on windows will be valid announcements and the Seller is responsible for these. WMAA is not responsible for missed announcements on the block.

Sellers are strongly encouraged to add announcements inside the office before the car is on the block. Changing announcements on the block could remove Internet Proxy Bids and result in missed online bidding. It is the Sellers responsibility to verify announcements are on the sale screen and are accurate. These are what are represented on Bill of Sale.

WMAA markings and stickers are a guide only. It is the Seller's responsibility to verify the accuracy of these markings.

The Seller guarantees all items subject to arbitration on vehicles sold for \$3,001 or more.

It is the Seller's responsibility to make sure each unit has an adequate fuel supply. Vehicles without an adequate fuel supply will be charged a service fee if fuel is needed.

Sellers may be charged an online sale fee if the vehicle is sold to an online buyer.

### **Buyer Responsibility**

The Buyer must verify the price and Seller's representations (including VIN, year, model, mileage, odometer, announcements, etc.) and notify WMAA of any discrepancies on day of sale. It is the Buyer's responsibility to know and understand the announcements as a condition of the sale. Verbal announcements made by the auctioneer and/or announcements on the sale screen that appear on the Bill of Sale are terms of sale. Any dispute about the announcements must be made before 4:30pm on the day of the sale.

### **Cancellation of Numbers**

Numbers cancelled prior to sale day could be subject to a cancellation fee for each number requested. Reserved numbers with no vehicle on them on sale day are considered "no shows" and may be charged a fee.

### **Light System & Announcements**

All required announcements must be on the Bill of Sale/Sale Screen. It is the Seller's responsibility to ensure the Bill of Sale/Sale Screen is correct. The Seller attests that the vehicle is subject to all arbitration policies. Any misrepresentation of this policy may result in transportation reimbursement as well as other expenses.

If there is no Post Sale Inspection performed, once a vehicle leaves the gate at WMAA it becomes AS-IS regardless of Light sold, guaranteed transferable title only.

Required announcement on all vehicles include: Lemon Law, Salvage (Salvage vehicles are assumed to have Frame Damage), Previously Abandoned, Reissued VIN Plates, MSO (Manufacturer's Statement of Origin), CO (Certificate of Origin), Gray Market, Canadian, Major Damage History Brands on Auto Check, Vehicle/Title in Kilometers

### **GREEN LIGHT**

Announcements required on a Green Light vehicle include: Any single item that is over \$800 to repair on an arbitratable NAAA item, Frame/Unibody, Flood/Water Damage, Altered Suspension, Altered/Missing Emissions, All Fully Non-Conventional Fuel Types, and/or anything outlined in the Arbitration Section of the NAAA Policy.

EXCLUSIONS: WMAA does NOT arbitrate for CVT trans, manual trans, water pumps, AC INOP, electric vehicles, leaks or power steering.

### **YELLOW LIGHT (Caution if used with Green Light)**

WMAA uses the Yellow Light as an announcement light.

The Seller must also announce all items he wishes to be exempt from arbitration for any single item that is over \$800 to repair on an arbitratable NAAA item. When used in conjunction with Green Light, the Yellow Light is also designated to show something else is announced and that you should look to see what it is.

### **RED LIGHT -- "AS-IS"**

"AS-IS" vehicles are sold with no arbitration. They are sold unconditionally for both physical and mechanical defects including frame/unibody damage. All vehicles sold for \$3,000 or less automatically become an "AS-IS" unit regardless of the light the unit is sold under. All

**RED LIGHT -- "AS-IS"- continued**

vehicles represented by Seller as Green or Yellow Light and become "AS-IS" because of a sale price (less than \$3,000) will continue to be "AS-IS"

**SELLER GMT**

Only can be guaranteed on vehicles that fall under AS-IS guidelines (2015 and older or over 150k miles or EV)

This announcement is ONLY valid on sale day until close. The seller guarantees the motor and transmission only.

WMAA accepts no responsibility for GMT units

Manual Trans & CVT units cannot be guaranteed

**Title Clarification**

If WMAA does not receive the title within 14-Days after the sale, the Buyer has the option to return the vehicle if the vehicle comes back as it was sold and less than 500 miles have been added. Buyer will not be reimbursed for any work or services done to the vehicle.

Titles submitted by the Seller must be in the Seller's company name.

Mileage Exempt Law: 20-year and older vehicles are exempt from Federal Odometer Disclosure. However, Exempt does not cover a TMU vehicle. All mileage discrepancies must be announced as TMU (Replaced odometer cluster must be announced on all vehicles and branded TMU).

The Seller must announce if an odometer is broken, replaced, or altered (except if the vehicle is sold for under \$3,000). It is the Seller's responsibility to ensure the invoice mileage matches the vehicle odometer mileage. An odometer statement is included on all bill of sales. Seller and Buyer agree that the auction is not responsible for vehicle odometer mileage errors.

Junk, Reconstructed, Modified, Rebuilt, or Salvage Title vehicles must be sold "AS-IS".

On title problems created by WMAA clerical error, WMAA shall be given reasonable time to correct the error.

### **Storage Policy**

Vehicles inside the sale lot that are not registered for sale or removed from the lot within 30-Days will be assessed a storage fee of \$25 per day. After 60-Days the vehicles will be considered abandoned and sold.

Dealer assumes full responsibility for vehicles parked outside of the sale lot. Vehicles left overnight in the front parking area will be considered abandoned and towed to an impound lot. It is the dealer's responsibility to pay all fees associated with these abandoned vehicles.

### **Post Sale Inspections**

#### Price:

\$3,001-\$5000 \$160

\$5001- \$10000 \$170

\$10001-\$20000 \$180

\$20001+ \$190

Post Sales can only be requested on green light units. The auction will perform post sale inspections on both CVT and manual transmission units if sold green light, however the transmission and transmission components are AS-IS.

WMAA stands behind post sales for 7 days- sale day is day 1.

Buyers must request their own inspections or be added to automatic post sales.

Inspection is based on NAAA Arbitration guidelines, WMAA's Auction Policy, and America's Auto Auction's Terms & Conditions.

The buyer will be charged for an inspection regardless of a "Pass" or "Fail" outcome, due to the services provided as requested.

### **Arbitration**

All arbitration claims must be emailed to [Elynn.koger@americasautoauction.com](mailto:Elynn.koger@americasautoauction.com) or called in within the time frame to arbitration to be reviewed by the Arbitration Department. Failure to do so will cancel any Arbitration claim.

### **Arbitration (continued)**

After a vehicle leaves WMAA, it becomes AS-IS and does not qualify for arbitration (including body/paint damage) unless allowed by PSI or NAAA policy.

Please remember, our Arbitrators will only check your initial complaint.

WMAA reserves the right to repair or provide compensation for repair on any arbitration claim. All repairs or compensation is based on Auction wholesale pricing. Any price adjustment eliminates further arbitration for any defects. After any adjustment is accepted, the unit becomes "AS-IS" and is not subject to further arbitration.

The following conditions are subject to arbitration on Green Light Vehicles (unless announced): total repaint of vehicle, full Vehicle Wrap on a Vehicle up to 3-years old, missing catalytic converter or altered gas tank filler (sale day only), excessive valve train noise (guidelines vary), manual transmission clutch operation cannot be arbitrated unless the defect will not allow a safe test drive– see Management any vehicle misrepresented by advertisement, logo, or decal is arbitrable if sold Green Light on sale day only.

### **Returned Vehicle Guidelines**

Any returned vehicle must be in the same or better condition as when it was sold. All return vehicles must have a 24-hour notification to the main office. WMAA's liability under our policy shall never exceed the auction sale price of the vehicle. Per Auction Insurance Agency guidelines, Seller shall be solely responsible for re-purchase of any vehicle sold through the auction found to be stolen.

WMAA does not reimburse for transportation under any circumstance.

Vehicles with more than 500 additional miles may not be accepted for arbitration or may be subject to monetary adjustments based on the value of re-sale

### **Not Subject to Arbitration**

Any unit sold for \$3,000 or less is sold "AS-IS" and is not subject to arbitration. "AS-IS" transactions are NOT subject to arbitration for physical and/or mechanical defects including unibody, frame damage, or rust regardless of condition reports.

Any item/items that can be repaired for \$800 or less (This is for drivability issues only).

### **Not Subject to Arbitration (continued)**

Condition Reports are for your convenience. WMAA does not guarantee the accuracy of any condition report. Condition Reports will not be used in any arbitration claim.

One year and older windshield and windows, body and paint work, Oil leaks (unless deemed excessive by our mechanics).

Vehicles will not be arbitrated for inherent conditions unless WMAA determines the condition is excessive. WMAA uses multiple sources to determine what issues are inherent with vehicles.

All vehicles 20-years of age and older are considered by the auction as antique, classic, and/or special interest. These vehicles are sold "AS-IS" and are not subject to Arbitration.

"Rebuilt and/or Salvage branded title, or vehicle history, cannot be arbitrated for frame, unibody or structural damage. Buyer assumes it may have frame, unibody or structural damage.

Vehicles cannot be arbitrated for not having factory-installed air conditioning.

Previously existing damage (including tie down damage) must be noticed prior to leaving WMAA or loading a vehicle onto the carrier. A condition report will be available for use in this process. A representative of WMAA will acknowledge any noted damage by the transporter and a signed copy will be placed on file at the Auction. Damage not noted at time of pickup will be considered as occurring after release from the Auction and will not be arbitrable or subject to monetary compensation.

The decision of the Arbitration Department is final in all disputes. Management reserves the right to reject any arbitration complaint if the unit in question appears to be tampered with. Any dealer caught tampering with vehicles will be subject to suspension of arbitration and/or auction privileges.

### **"IF" Sales**

"IF" bids are valid for 2 hours after the sale- 3 hours for Fox Automotive and lease units. It is the Buyers responsibility to confirm status of "IF" bids. Sellers will not be allowed to take their vehicle until the Buyer is contacted.

Buyers have the option to cancel the "IF" after 3 hours. To do so, the Buyer must contact a member of the Sales Department and request they void the "IF" bid. Please see management with any questions or concerns.

### **Online Sales and Vehicle Pickup**

WMAA seeks to maintain the highest standards for the representation and sale of used vehicles online on all platforms.

To provide the easiest transaction for our Buyers and Sellers, the following procedures are in place, in addition to the regular in-lane policies.

All vehicles sold online will be charged an additional fee to the buyer and seller.

Upon a winning bid by an online Buyer, upon request WMAA will send, by fax or email, a bill of sale to the buying dealership. The Buyer is required to specify the method of payment.

Upon receipt of confirmed funding, WMAA will release the vehicle.

The Buyer's payment must be received prior to the vehicle(s) being released for transportation. When the pick-up location is listed at WMAA, the Buyer must advise the transportation company to contact the WMAA office during business hours to check the status prior to the arrival of a carrier, transport truck, or company drivers. The auction cannot be held responsible for transport delays or dry runs due to failure to confirm vehicle(s) ready-to-release status. When the pick-up location is at the selling dealer, the buyer must make pick up arrangements 24-hours in advance.

### **Online Arbitrations & Returns**

WMAA standard sale day arbitration policies will be recognized for all online sale units.

If purchasing on simulcast, buyers must purchase a post-sale inspection in order to arbitrate within 7 days after the sale.

Any vehicle bought online without a full condition report is sold AS-IS, no arbitration unless a post-sale inspection is purchased. Pictures only or a photo-only condition report does constitute as a full condition report. A full condition report is a condition report with specific line-item damages and announced conditions on the report. The maximum payout due to an incorrect Condition Report is \$1000.

It is the Buyer's responsibility to review all announcements, vehicle representations in the condition report, and condition lights under which the vehicle is sold.

Other rules and policies apply for vehicles sold/purchased through OVE or Smart Auction.