

AMERICA'S RICHMOND ARBITRATION ADDENDUM – Rev OCT 2024

ARBITRATION IS LIMITED TO A SINGLE ARBITRABLE DEFECT.

ALL ARBITRATIONS OR RETURNS MUST BE IN WRITING ON OUR ARBITRATION FORM. NO ARBITRATIONS WILL BE RECOGNIZED WITHOUT A COMPLETED FORM. THE OFFICIAL START TIME OF AN ARBITRATION BEGINS WHEN THE FORM IS RECEIVED BY THE ARBITRATOR. ARBITRATIONS ARE NOT RECOGNIZED BY EMAIL, TEXT, PHONE CALLS, VEHICLE DROP OFFS, OR CONVERSATIONS OF ANY KIND.

THE ARBITRATED VEHICLE MUST BE RETURNED BY THE END OF BUSINESS (4:30PM) WITHIN 7 DAYS OF THE SALE, SALE DAY IS DAY 1.

AMERICA'S RICHMOND DOES NOT REIMBURSE FOR TRANSPORTATION UNDER ANY CIRCUMSTANCE.

IT IS THE BUYER'S RESPONSIBILITY TO FULLY INSPECT THE PURCHASED VEHICLE AND NOTE ALL DEFECTS SUBJECT TO AMERICA'S TERMS AND CONDITIONS, AMERICA'S RICHMOND ADDENDUM, AND NAAA ARBITRATION POLICIES. ONCE ARBITRATION HAS BEGUN, NO FURTHER DEFECTS MAY BE ARBITRATED.

AMERICA'S RICHMOND RESERVES THE RIGHT TO FIX ANY DEFECTS AT THEIR OR THE SELLERS EXPENSE BEFORE A VEHICLE CAN BE ARBITRATED. PRICES ARE BASED ON AUCTION RATES.

THE AUCTION RESERVES THE RIGHT TO REJECT ANY VEHICLE THAT MANAGEMENT DEEMS UNSAFE.

ANY VEHICLE ARBITRATED FOR AN ENGINE MISS WILL BE REQUIRED TO BE FIXED BY THE SELLER OR THE SALE MAY BE CANCELED (AT THE SELLER'S DISCRETION). THE AUCTION MAKES NO GUARANTEE TO THE ROOT CAUSE OF THE ENGINE MISS. IF THE SELLER CHOOSES TO REPAIR THE VEHICLE THE DEAL WILL REMAIN BINDING UNTIL THE REPAIR IS COMPLETE (UP TO 7 DAYS).

NOT SUBJECT TO ARBITRATION:

- a) RED LIGHT (AS IS) VEHICLES & VEHICLES SOLD FOR \$3,000 AND UNDER CANNOT BE ARBITRATED FOR ANY REASON EXCEPT TITLE BRANDS AND ODOMETER ISSUES.
- b) INOPERATIVE VEHICLES (EXCEPT FOR TITLE ISSUE). WE DO NOT ARBITRATE INOP LANE VEHICLES FOR ANY OTHER REASON (INCLUDING FRAME, NO KEYS, ETC.).
- c) AIR CONDITIONING DEFECTS, RACK AND PINION LEAKS OR ISSUES, ENGINE NOISE UNLESS DEEMED EXCESSIVE, AUDIO VISUAL/RADIOS INCLUDING NAV DICS.
- d) POWER ACCESSORY DEFECTS NOT SUBJECT TO ARBITRATION IF OLDER THAN 4 MODEL YEARS.
- e) CHECK ENGINE, ABS, AIR BAG, FLUID LEVEL, SEAT BELT LIGHTS ARE NOT SUBJECT TO ARBITRATION, HOWEVER MECHANICAL ISSUES OVER \$800 THAT ARE THE ROOT CAUSE OF THE LIGHT ARE SUBJECT TO ARBITRATION ON GREEN LIGHT UNITS ONLY. **
- f) TRAILERS, RVs, ATVs, MOTORCYCLES, WATERCRAFT, KIT VEHICLES, GREY MARKET, SPECIALTY, DISCONTINUED, GOVERNMENT, HOMEMADE VEHICLES, OR MODIFIED VEHICLES ARE SOLD "AS-IS" AND CANNOT BE ARBITRATED.
- g) NOISE AND INHERENT CONDITIONS: NO ARBITRATION CAN BE BASED ON NOISES OR CONDITIONS THAT ARE INHERENT OR TYPICAL TO A PARTICULAR MODEL OR MANUFACTURER, UNLESS DEEMED "EXCESSIVE" BY THE ARBITRATOR ON NON-WARRANTY ITEMS. OEM DEALER WARRANTY GUIDELINES WILL BE USED WHERE APPLICABLE TO DETERMINE WHETHER THE CONDITION IS EXCESSIVE.
- h) MANUAL TRANSMISSIONS: CANNOT BE ARBITRATED FOR MANUAL CLUTCHES UNLESS THE DEFECT WILL NOT ALLOW A SAFE TEST DRIVE.
- i) WEARABLE ITEMS: AUCTION WILL NOT ARBITRATE VEHICLES FOR WEARABLE ITEMS. FOR PURPOSES OF THIS POLICY WEARABLE ITEMS ARE DEFINED AS PARTS OF THE VEHICLE THAT THE 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, CLUTCHES, BRAKE PADS, SHOES, ROTORS, BELTS, HOSES, LUBRICANTS/ FLUIDS, TIMING BELTS, BULBS, FILTERS, SHOCKS AND STRUTS.
- j) VEHICLES MAY NOT BE ARBITRATED BASED SOLELY UPON INFORMATION PROVIDED IN ELECTRONIC DATA VEHICLE HISTORIES (EDVH) OR PRINTED EDVH REPORTS. AUCTION AND SELLER ARE NOT BOUND BY INFORMATION LISTED IN EDVH. EXAMPLES OF EDVH INCLUDE CARFAX, AUTOCHECK, NMVTIS, ETC.
- k) AUCTION IS NOT BOUND BY VEHICLE GRADES OR OTHER TYPES OF SCORING SYSTEMS PLACED UPON THE VEHICLE. BUYERS MAY ONLY ARBITRATE A VEHICLE BASED UPON DAMAGE OR DEFECTS THAT WERE PRESENT AT THE TIME OF THE SALE OF THE VEHICLE.
- l) ALL FLUID LEAKS EXCEPT FUEL ARE NOT SUBJECT TO ARBITRATION UNLESS DEEMED EXCESSIVE.

30 DAY NO TITLE - THE BUYER MUST GIVE RAA NOTICE PRIOR TO RETURNING THE VEHICLE AFTER THE 30-DAY WAITING PERIOD. IF THE SELLER PRESENTS A VALID NEGOTIABLE TITLE TO THE AUCTION BEFORE CLOSE OF BUSINESS ON THE NEXT BUSINESS DAY (EXCLUDING WEEKENDS AND AUCTION OBSERVED HOLIDAYS) FROM THE TIME THAT THE BUYER NOTIFIES THE AUCTION OF THEIR INTENT TO RETURN THE VEHICLE, THEN THE TRANSACTION WILL STAND. IF THE TITLE ARRIVES AT THE AUCTION BEFORE THE VEHICLE RETURNS, THE SALE WILL REMAIN VALID. VEHICLES MUST BE RETURNED IN THE SAME CONDITION AS THE TIME OF PURCHASE. ANY VEHICLES WITH MILEAGE DEEMED EXCESSIVE AT THE AUCTION'S DISCRETION WILL BE BILLED TO THE BUYER AT THE STANDARD FEDERAL MILEAGE RATE.

ARBITRATION DECISIONS MADE BY THE AUCTION ARE FINAL AND NOT SUBJECT TO ANY FUTURE WARRANTIES OR GUARANTEES.

ANY NON-SUPPORTED ARBITRATION IS SUBJECT TO A \$25 FEE.

ITEMS NOT ADDRESSED IN THIS POLICY WILL FOLLOW NAAA ARBITRATION GUIDELINES.

AMERICA'S RICHMOND - ARBITRATION FORM

Caution: It is the Buyer's responsibility to fully inspect the purchased vehicle and note all defects subject to America's Richmond Addendum, America's Group Policy, and NAAA Arbitration Guidelines. Arbitration is limited to a single arbitrable defect. Once arbitration has begun no further defects may be arbitrated. No arbitrations permitted after 4:00 PM auction day.

Date: _____ Stock #: _____ Sale #: _____ Last 6 of VIN: _____ Sale Price \$ _____

Vehicle Year, Make & Model: _____

Buyer's Name (Print): _____ Buyer's Phone # _____

Seller Name (office use only) _____

Reason for Arbitration (CAN ONLY ARBITRATE FOR ONE REASON):

_____ **Vehicle Location:** _____

Buyer's Signature : _____

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Auction Use Only: Date: _____ Time: _____ Buyer's Initials to Confirm Time: _____

Arbitrator's Findings:

Not Arbitrable due to: Announced Defect/Condition: _____ As Is: _____ RAA Policy: _____

Arbitration Claim Supported: _____ Arbitration Claim NOT Supported: _____

Price Adjusted From _____ To _____

Sale Cancelled: _____ Auction Arbitrator: _____

Seller: _____

Note: In matters of interpretation of auction policy and in accordance with the policies of the auction and the prior written agreement of both Buyer's and Seller's the decision of the auction is final.



AMERICA'S RICHMOND
3600 Deepwater Terminal Road
Richmond, VA 23234
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PUBLIC BIDDER **MEMBERSHIP REGISTRATION FORM**

RICHMOND

Customer Code: _____

Full Name: _____

Day Time Phone #: _____ Cell Phone #: _____

Driver's License (State & Number): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Purchasing for a Company? If so, Company Name: _____

E-mail Address: _____

How did you hear about our sale?

- | | | |
|---|--|---|
| <input type="checkbox"/> Dealer Referral | <input type="checkbox"/> Billboard | <input type="checkbox"/> Friend |
| <input type="checkbox"/> Text Message/E-mail | <input type="checkbox"/> Employee Referral | <input type="checkbox"/> Facebook |
| <input type="checkbox"/> Newspaper/Magazine _____ | <input type="checkbox"/> Internet Search | <input type="checkbox"/> Referral from another division |
| <input type="checkbox"/> Sign | <input type="checkbox"/> Website | <input type="checkbox"/> Other |

READ CAREFULLY BEFORE SIGNING **PUBLIC AUCTION TERMS AND CONDITIONS HIGHLIGHTS** PLEASE READ GENERAL AUCTION POLICIES BEFORE BIDDING

- Buyer's Fee AND a \$195.00 Processing Fee are added to each purchase. Form of payment accepted: Cashier's Check, Certified Funds, American Express, Visa, Master Card and Discover. NO REFUNDS, NO RETURNS! Check your vehicle thoroughly before bidding!
- Deposit - A \$1,000.00 non-refundable recording fee is required for each purchase once auctioneer declares vehicle sold.
- Final payment must be received by 4 PM the next business day. If payment is not received by 4 PM the next business day, a \$25.00 per day late fee & a \$10 storage fee per vehicle per day will be assessed. MONEY ORDER OR CASHIER'S CHECK MADE OUT TO AMERICA'S AUTO AUCTION RICHMOND, VISA, MASTERCARD, AMERICAN EXPRES, & DISCOVER ONLY. WE DO NOT ACCEPT CASH.
- **ALL VEHICLES SELLING RED LIGHT (AS IS) ARE SOLD WITH AN Y AND ALL FAULTS-NO RETURNS!! ALL SALES ARE FINAL!**
- **The registered bidders name must appear on any and all paperwork necessary to register & title vehicle purchased.**
- YOU are responsible to pay for all vehicles purchased and you must examine vehicles BEFORE purchase!
- Announcements from the auction stand take precedence and cannot be arbitrated. The auction is not responsible for errors or omissions in the handout.
- **A \$25 annual membership fee is required for all public bidders. This \$25 will be credited to your account during the purchase of your first vehicle each year.**



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RICHMOND

PUBLIC BUY FEES

A \$195.00 Processing Fee will be added to the final bid price in addition to the buyer fee noted below.

\$0 - \$199	\$315	\$9,000 - \$9,999	\$685
\$200 - \$499	\$335	\$10K - \$10,999	\$725
\$500 - \$999	\$345	\$11K - \$11,999	\$755
\$1,000 - \$1,499	\$375	\$12K - \$12,999	\$785
\$1,500 - \$1,999	\$395	\$13K - \$13,999	\$815
\$2,000 - \$2,999	\$425	\$14K - \$14,999	\$845
\$3,000 - \$3,999	\$465	\$15K - \$15,999	\$865
\$4,000 - \$4,999	\$515	\$16K - \$16,999	\$885
\$5,000 - \$5,999	\$565	\$17K - \$17,999	\$905
\$6,000 - \$6,999	\$595	\$18K - \$18,999	\$925
\$7,000 - \$7,999	\$625	\$19K - \$20,000	\$945
\$8,000 - \$8,999	\$655	Over \$20K	Add 5%
			Per every additional \$1,000

Effective 11/1/2024

Examples:

- 1. Purchase Bid Price = \$2,000. Add Buyer's Fee of \$425 + \$195 Processing Fee = \$2,620 total buyer's cost.**
- 2. Purchase Bid Price = \$5,100. Add Buyer's Fee of \$565 + \$195 Processing Fee = \$5,760 total buyer's cost.**

Signature: _____ Date: _____

*** Note: All fees are discounted 5% for Non-Credit Card Payments.**



RICHMOND

Important Terms and Conditions for Public Buyers

All Buyers are expected to read and become familiar with the NAAA Arbitration Policy, America's Auto Auction Richmond Addendum, America's Group Terms & Conditions.

Listed below are some of the more important terms and conditions, which when not understood and followed, cause Buyers difficulty and money.

1. Buyers should inspect vehicles thoroughly and before they bid on them. Ignorance of vehicle condition and functionality does not absolve the Buyer from their contractual obligations with the Auction.
2. Vehicles sold "Red Light" are sold "As Is" with all defects.
3. "Green Light" vehicles are sold with a test drive and subject to announcements and possible arbitration (see specific rules and required announcements).
4. Test drives must be no more than 5 miles and no more than 10 minutes over a prescribed route else rental fees will be charged. You must pay for the vehicle in full before a test drive is allowed.
5. "Yellow Light" is an indication to the Buyer that Auctioneer or Selling Rep has made announcements that qualify/clarify the condition or equipment and limit arbitration of this vehicle.
6. Cars sold under the "Blue Light - Title Coming or Title Delay" must not be altered or repaired in any way or sold until the Buyer receives a marketable title. Sellers have 30 days to provide a title after which time the Buyer may return the vehicle and have their money refunded.
7. Inoperable vehicles are vehicles that do not start, do not run or do not remain running - they do not operate properly or at all, for whatever reason, and may be missing keys or minor and/or major parts. They are sold strictly 'As Is' with no warranty, claims or recourse whatsoever.
8. When the bidding stops, and you are the high bidder and the auctioneer recognizes you as the Buyer stating "SOLD", you have purchased a vehicle.
9. A \$1,000 credit or debit card deposit is required immediately on each vehicle purchased on the auction block, at the fall of the auctioneer's hammer when the final bid is accepted.
10. All vehicles must be paid for in full by 4 pm the next business day after the auction. Buyers not paying as required risk forfeiture of vehicles and deposit.
11. Personal checks and the checks of companies are not accepted under any circumstance. Bank and certified checks, money orders, credit or debit cards are the only acceptable forms of payments. We do not accept cash.
12. Vehicles must be removed from the Auction no later than 4:30 PM the next business day after the auction. Violators will be charged \$10.00 per day storage for vehicles not removed.

Please visit our website: Americasaa.com/Richmond for more information.