

Badger State Auto Auction

America's Largest Night Auction



215 N. Pioneer Road

North Fond du Lac, WI. 54937

Phone: 920-922-6221

Fax: 920-922-6823

Website: www.badgerstateautoauction.com

Dealers Only

No Retail Customers or Children

Sale Every Thursday 3:45 P.M.

With 2001 And Newer Under 100,000 Miles

With Our Regular Sale To

Follow After The Early Bird Drawing

Please

Help Us to Better Serve You!

GENERAL POLICIES

1. DEALERS ONLY – No Retail Customers. Proper I.D. is required for entry to Auction. Any Dealers seeing retail customers at BSAA please inform management.
2. NO CHILDREN ALLOWED!
3. DEALER AWARENESS CHECK LIST
 - ✓ Never stand between cars in auction building
 - ✓ Walk around vehicles, never between.
 - ✓ Never bring retail customers or friends to observe auction.
 - ✓ Dealer employees will only be allowed in the dining room, not in the Block Area.
 - ✓ You are solely responsible for you and your employees in case of injury. You are doing business here at your own risk.
 - ✓ ABSOLUTELY NO CHILDREN or anyone under 18 years of age on auction grounds.
 - ✓ DO NOT rev any engine in auction building. (Hoods must remain closed until vehicle reaches block area).
 - ✓ DO NOT HASSLE OR HUSTLE the Drivers while they are driving or in a vehicle.
 - ✓ DO NOT reach your hand in driver's way to check racks or other things in vehicle.
 - ✓ Make ALL mechanical inspections on the lot, NOT in the auction building.
 - ✓ EXTREME CAUTION must be used when walking around any moving vehicle. NEVER turn your back to a moving vehicle.
 - ✓ DO NOT consign any vehicle for sale with bad brakes, fuel leaks, or that start in gear without notifying BSAA of the problem FIRST. The Auction will hold you responsible in case of injury.
 - ✓ DO NOT stand under overhead garage door openings.
 - ✓ Use EXTREME CAUTION while you or your employees are driving on the lot. DO NOT exceed 5 mph or BSAA will hold you responsible in case of injury or damage.
 - ✓ ABSOLUTELY no alcohol on premises or BSAA will hold you responsible in case of injury or damage.
4. Dealers must be registered before transacting any business
5. Auction will require SELLERS to repurchase any vehicle with undisclosed title history, i.e. salvage, fire, junk, theft recovery, mileage discrepancy etc. SELLER will be charged for return and/or transportation fee if vehicle is returned.
6. Changes in dealer registration information such as: ownership, authorized buyers, bank etc. must be recorded with the Auction "In Writing". Bank changes taking place after a given sale that result in returned checks will be subject to a "Returned Check" charge of \$50.00 per deposit.
7. BSAA is not responsible for unauthorized buyers if they have a Buyers Card or a reassigned title. It is the Dealers responsibility to pull Buyers card if no longer authorized and immediately notify BSAA of any changes.
8. All vehicles are subject to search prior to leaving property.
9. Cars left on the property must have their keys left in them. Auction is not responsible for any damage, theft or vandalism.
10. Any damage, personal or property, resulting from any mechanical or safety defect of a vehicle will be the Dealer's responsibility.
11. BUYER'S sign block ticket to verify announcements, SELLER'S sign block ticket to confirm that sale price and announcements are entered correctly. Failure of Seller to sign block ticket will result in confirmation of all information on block ticket.

GENERAL POLICIES CONTINUED..

12. SELLER – other than announced conditions are NOT BINDING on the Auction. The Auction will not be responsible for administrative errors. The SELLER must verify information on block ticket or the Auction is not responsible if they fail to comply.
13. Any vehicle requested by the Dealer to be placed outside the gate with the keys left in them will be Owner's responsibility. Owner assumes all risks.
14. Any vehicles parked in dealer parking lot, NOT registered for the next week's sale, will be towed away at the owners expense the morning before the sale day.
15. All vehicles left at the distribution center will be towed away at the owners expense after two weeks unless BSAA is notified of special arrangements.
16. All vehicles MUST have a gate pass before leaving the premise.
17. BSAA reserves the right to void ANY transaction.
18. Auction policies are subject to change without notice.
19. VOIDED SALES – Seller may be charged the Seller's Fee and/or a \$25.00 voided sale fee.
20. T/A'S OVER 14 DAYS - \$750 or more sell price - \$75.00 fee with \$40.00 issued to the buyer if he keeps the vehicle. Vehicles under \$750 sell price - \$50.00 fee with \$25.00 issued to the buyer if he keeps the vehicle.
21. Bank Reference: Hometown Bank of Fond du Lac, WI 54935.

CHECK IN

1. All numbers will be available Thursday after 5:30 pm for the next week's sale. Numbers for all consigners are given on a first come first serve basis with the only exception being vehicles which did not sell on a prior weeks sale and they had a late number, they will be given the first early numbers the following week. Vehicles left over that had received an early number will receive a late number in the following week. A vehicle is given an early number only once during its tenure at the auction.
2. Please have available when reserving numbers all pertinent information about the vehicle, i.e. year, make, model, whether you wish to red tag the vehicle, if you would like detailing, any announcements, the state titled in, and if you will be attending the auction. If you are unable to attend the auction, we request a number at which you can be reached at and the protect price for the vehicle.
3. Vehicles may be dropped off 24 hours a day. During business hours, pull vehicle into check in, do not remove the keys, put a business card on the dash and then inform the staff in the office. If after hours, leave vehicle outside gate, pull the keys, mark keys and drop them in the drop box located in the guard shack, put a business card on the dash and lock vehicle up.
4. Any cancellation of numbers must be done by 3:00 pm the day of the sale or reservation privileges may be denied.
5. All vehicles with reserved numbers must be checked in no later than one hour before the vehicle will run through the auction, or 6:00 pm, whichever is earlier. If a vehicle is not checked in by 6:00 pm the reserved number may be lost unless prior notice and approval was received.
6. BSAA will hold any dealer who consigned a vehicle with any safety defect, i.e. bad brakes, etc., liable for any damages if the dealer does not inform the auction of the safety issue prior to check-in

PICK UP POLICIES

1. We will pick up any dealers vehicle or vehicles, regardless of the number of units, if given enough notice, which would be Friday or Monday before the sale date. We may have them hauled or driven. The following are the applicable charges:
 - City of FDL = \$0.00
 - 1 – 15 miles = \$15.00
 - 16 – 25 miles = \$25.00
 - 26 – 35 miles = \$35.00
 - 36 – 45 miles = \$45.00
 - 46 – 55 miles = \$55.00
 - 56 – 65 miles = \$65.00
 - 66 – 75 miles = \$75.00
 - 76 – 85 miles = \$85.00
 - 86 – 95 miles = \$95.00
 - 96 – 105 miles = \$105.00
 - Over 105 miles = No pick up available – no exceptions.
2. Free pick up will be available to any Dealer who has 5 or more units within a 75-mile radius of the Auction. 75 miles is the maximum distance for free pick up. Once a dealer is established with the Auction, they must maintain a 40% or better selling ratio to continue to receive free pick up or they will be charged as follows:
 - ☐ 30 – 39% sell ratio = ½ of normal pick up rates
 - ☐ 20 – 29% sell ratio = ¾ of normal pick up rates
 - ☐ 00 – 20% sell ratio = normal pick up rates
3. The Auction will not put gas in vehicles we pick up. If a vehicle is not gassed up the Auction will charge the actual cost of the fuel plus a \$10.00 surcharge.
4. BSAA is NOT responsible for breakdowns. If a vehicle breaks down we will contact the dealer and inform them where the vehicle is located and the dealer must make arrangements for moving the vehicle. If BSAA has a tow dolly available at the scene, they will tow it to the auction for a \$15.00 fee.
5. Any vehicles picked up must be located in the same vicinity, gassed up and levels checked prior to the Auction personnel arriving.
6. The only exception for free pick up of less than 5 vehicles is if we are driving right by the dealership on another pick up run or if the dealer drops off vehicles at one of our pick up locations and our staffing for the day allows for it. The selling ratios also apply to this type of arrangement.

TITLE POLICIES

1. Title attached transactions – Seller has until 10:00 pm on the 14th day following the sale date in which to provide the auction with a clear title. Buyer is cautioned not to sell or spend money on a vehicle until title is received, drive excessive miles or damage vehicle. After the 14-day period it is the buyers option to return vehicle or wait a reasonable time for title. If buyer keeps the vehicle the seller will be charged a \$75.00 late fee of which the buyer receives \$40.00 for waiting longer for the title, or if the vehicle sold for under \$750.00 the seller will be charged \$50.00 with the buyer receiving \$25.00.
2. All title submitted by Seller must be in Sellers company name or on reassignment form.
3. The Auction will not be responsible for transportation or any other expenses of a returned vehicle due to no title.
4. Titles and supporting documents with corrections, erasures, deletions or alterations are not acceptable.

TITLE POLICIES CONTINUED..

5. All checks and titles are guaranteed with Auction Insurance. The amount of the auction liability under its guarantee of title shall never exceed the sale price of said vehicle in any transaction. Reimbursement for bad titles and/or stolen vehicles shall be at the depreciated rate of 2% per month from the sale price paid by the seller.
6. Unsigned involuntary repo titles cannot be transferred in Wisconsin. Clear title in reposessor's name must be furnished before check can be issued.
7. Auction reserves the right to charge transportation fee to seller if seller does not disclose previous title history.
8. Vehicles sold with announcement of over 2 week T/A will be returnable after a 45 day period.

BUYERS POLICIES

1. Buyer is strongly urged to check out vehicles before purchasing
 2. Buyer must buy vehicles through the auction block. No pre-sales are allowed.
 3. Once a vehicle has been run through and didn't sell, but a Buyer is interested in buying it, they Buyer can go to the If Office with the vehicle number and they will assist in helping to purchase the vehicle.
 4. There is no guarantee on the following:
 - ✓ Warranty or warranty books or records
 - ✓ Diesel vehicles
 - ✓ Vehicles with title brands
 - ✓ Punched gas tanks
 - ✓ Brakes or condition or ABS systems
 - ✓ Air Bags
 - ✓ Clutches
 - ✓ Air conditioning
 - ✓ Power accessories
 - ✓ Computer control units
 - ✓ Radios
 - ✓ Cruise control
 - ✓ Front ends
 - ✓ Vehicles 10 years old or older
 - ✓ Police, taxi, municipal government, fire, flood, previous salvage, insurance claim paid, recreational, kits, motorcycles, boats or reconstructed vehicles. These will all be sold AS IS.
 - ✓ Vehicles sold for \$1500 or LESS. This includes frame damage, no converter, etc.
 - ✓ Vehicles sold with over 100,000 miles, not actual, exempt
- Exceptions on the above if **not announced** are "Title Branded", inoperative odometer, mileage discrepancy unless exempt, frame damage on sales over \$1,500 or sold with an Auction Guarantee. Auction Guarantee is covered under Auction Guarantee Coverage.
5. Auction Guarantee Coverage:
 - Internal Engine problems exceeding \$450. Excluding electrical problems.
 - Internal Transmission problems exceeding \$450. Does not include clutches or pressure plates.
 - Rear End does not include wheel bearings or U joints or mounts.
 - Air Conditioning-Compressor only
 - Frame damage according to Wisconsin DMV Trans. 139 (Must be returned within 7 days from date of purchase)

BUYERS POLICIES CONTINUED..

- All arbitration concerns must be handled through the Arbitration Office on the night of the sale. Buyers have one hour from the time of the sale (a 30 minute grace period is allowed) to arbitrate any vehicle. After any accepted adjustment, the vehicle automatically becomes AS IS with no further arbitration.
 - The decision of the Auction Management shall be final in ALL disputes.
 - Adjustments, rejections or arbitrations must be handled on the night of the sale. The NEXT DAY IS TO LATE.
6. Auction Guarantee is automatic on any vehicle under 100,000 miles and over \$1500.
 7. In case of arbitration dispute see arbitration policies
 8. It is the Buyers obligation to WATCH the **lights** and LISTEN for the announced "Conditions".
 9. Buyer is responsible for verifying serial number and mileage reading on all purchases before leaving the sale.
 10. When "Title Attached" is not announced at the block, Buyer has the right to reject vehicle by 10:00 p.m. (THURSDAY ONLY).
 11. The Auction does not guarantee the year of any recreational vehicle. Sellers must announce from the Auction Block the year of the chassis and the year of the unit. The Auction will not become involved in any subsequent dispute. No vehicle will be offered for sale without a serial plate or proper verification.
 12. Badger State Auto Auction will not run Gray Market Vehicles. All vehicles registered at this Auction are subject to inspection by the FBI, State Police, National Auto Theft Bureau and Local Police Authorities.
 13. All "IF" transactions are ONE WAY IF on selling price only. If selling price is agreed on by the Seller, the Buyer OWNS the vehicle subject to Regular Auction Rules. If at 10:00 p.m. the seller has NOT agreed to the selling price, the transaction then becomes a 2 WAY IF excluding 24 hour IF sales. All IF transactions are sold TA unless otherwise announced.
 14. All next day "IFS" must be paid for by following sale day or a \$50.00 fee will be charged.

SELLERS POLICIES

1. Seller must represent vehicle as accurately as possible.
2. Seller must inform auction if there are any safety problems with the vehicle, i.e. bad brakes etc. or dealer will be totally responsible for any damage caused.
3. It is the sellers obligation to correct any errors made by the auction to the announced conditions by signing ticket to verify. If you choose not to correct or sign, buyer may get out of vehicle.
4. Seller must announce the following:
 - Title here or T/A
 - Miles--actual, exempt, over, over twice, not actual
 - Frame damage as set forth by Wisconsin Dept. of Motor Vehicle Trans. 139 (over \$1500)
 - Any major power train defect on vehicles sold over \$1500 or under 100,000 miles and cost of repairs to exceed \$450 if known
 - Missing catalytic converter and/or pollution equipment over \$1500 or under 100,000 miles
 - Two wheel drive on all SUV'S
 - Missing safety equipment such as seatbelts, air bags, etc.
 - **All** title brands or title history i.e. salvaged, insurance claim paid, etc.

SELLERS POLICIES CONTINUED..

- Previous uses other than privately driven i.e. taxi, police, government, etc.
 - Any vehicle branding including flood, water damage, etc.
 - Engine transplants of wrong size to factory
 - Vehicles converted from diesel to gas
 - Any recreational vehicle is sold AS IS
 - Any light such as ABS, Airbag, Brake, any Red light that is on. If vehicle is sold over \$1500 or under 100,000 miles
5. Any recreational vehicle is sold AS IS, no guarantee on year, make or model. If the Seller puts an Auction Guarantee on it, it can be arbitrated for any reason. There will be no disputes.
 6. If the Seller disputes the findings of the Arbitrator, see arbitration policy.
 7. All vehicles must run across the auction block once. Outside sales must be consummated through the Auction and are sold AS IS. Failure to abide by this policy could result in the Auction billing normal fees for the sale.
 8. This Auction will not sell any vehicles without proper serial plate and/or vin number, and no gray market vehicles.
 9. All vehicles registered at the Auction are subject to inspection by the FBI, State Police, National Auto Theft Bureau and Local Police Authorities. If authorities impound any vehicle, the Seller does not receive their check and if one was issued the Seller is responsible to reimburse the Auction.
 10. The Seller has 14 days in which to provide the Buyer with the title. Failure to produce the title results in the Buyer having the option to return the vehicle and the sale becomes voided, or an overdue title fee will be charged of up to \$75 for vehicles sold for \$750 or more, \$40 of which will be issued to the Buyer, or for vehicles sold under \$750 a \$50 fee with the buyer receiving \$25 to wait a reasonable time for the title.
 11. Sellers will be required to buy back any vehicle not having full disclosure announced at the time of the sale. This includes mileage and title history. A seller's fee may be assessed and/or a \$25 voided sale fee.
 12. All "IF" transactions are ONE WAY IF on selling price only. If the selling price is agreed on with the seller the "BUYER" owns the vehicle subject to Regular Auction Rules. If at 10:00 p.m. the seller has not agreed to the selling price, the transaction then becomes a 2 WAY IF. All IF transactions are sold TA unless otherwise announced.
 13. If Seller leaves the Auction before vehicle runs through the block, the Auctioneer and IF Office need to be informed of sell price and phone number where Dealer can be reached. Failure to do so may result in a fee being assessed.
 14. Sellers not here to represent their vehicle need to inform office prior to sale of minimum selling price and phone number where dealer can be reached.

PAYMENT POLICIES

1. All units purchased and/or sold on premises must be paid for through the Auction Office the night of the sale, unless prior arrangements with management are obtained. The title and car must remain with The Auction until paid for, no later than 5:00 p.m. on the day following the sale. If not paid, dealer will be charged \$50 per week until paid in full.
2. Each vehicle sold TA can be paid for with a separate check from those sold with title present. T/A checks will be held until title is presented.
3. NSF checks will be charged \$50 per deposit. Multiple NSF checks will result in check writing privileges being revoked and Dealer will be required to pay with Cash Only.
4. Stop payments will be charged \$100 per deposit.
5. A \$50 per week surcharge may be added on all above until paid in full.

FLOAT POLICIES

1. All dealers can purchase float vehicles.
2. All dealers can receive transportation assistance.
3. Only Dealers with prior approval of the General Manager can FLOAT vehicles. The General Manager can be reached from 8:30 until 5:00 Monday through Friday. Dealers need to inform the G.M. of the dollar amount they want to be eligible to float. While all efforts will be made to accommodate Dealer requests, float dollar limits will be based on credit references and other information requested by the auction. Approved dealers will be informed of their float dollar limit as soon as possible.
4. Once a dealer has established a float account, the dealer must stay within the established dollar limits or risk losing the privilege of floating.
5. If a dealer wishes to increase their float limit, they must contact the General Manager during above office hours.
6. Transportation Assistance is only available on Thursday night. Requests for Friday deals to receive transportation assistance need to get General Managers approval.

DELIVERIES

1. Any Dealership requesting BSAA to deliver a vehicle will be subject to the same rates as pick-ups. The only exception to these charges would be:
 - In Town dealers – Monday through Thursday deliveries
 - \$15 charge if BSAA delivers in conjunction with a pick up at the dealership. The number of vehicles picked up must be greater than or equal to the number of vehicles being delivered or the normal delivery rates would apply.

ARBITRATION POLICIES

1. Buyers have a one hour time period to arbitrate a vehicle. A 30-minute grace period will be allowed.
2. Vehicles must be taken to check-in for arbitration.
3. Dealer must have time punched on block ticket by check-in personnel.
4. Dealer must state exactly the problem with the vehicle.
5. The Arbitrator must be informed if Dealer wishes to counter on the purchase price.
6. Arbitrator will drive and inspect vehicle and then page Dealer to inform of results.

ARBITRATION POLICIES CONTINUED..

7. If the Buyer disputes the findings of the Arbitrator, they may request next day inspection with an outside service. The Seller and the Buyer must both agree to this arrangement. If the Seller does not agree with above, the Buyer must file a complaint with Management on the night of the sale. No disputes will be accepted after the night of the sale. If the Buyer is right the deal is voided and the Seller is responsible for the inspection charges. If the Buyer is wrong, the sale will remain a deal and the Buyer will pay for the inspection charges.
8. All Arbitration decisions are final.
9. Normal Arbitration Policies apply to all vehicles sold with Auction Guarantee. Auction Guarantee does not guarantee there is nothing wrong with the vehicle. See Auction Guarantee policy.
10. All arbitration concerns must be handled through the Arbitration Office on the night of the sale. After any accepted adjustment, the vehicle automatically becomes AS IS with no further arbitration.
11. NO arbitration on items not covered under the Auction Guarantee i.e. air conditioning, power accessories, computer control units, radios, cruise control, front ends and brakes.

AUCTION GUARANTEE POLICY

1. Covers Engine and Transmission Only
2. Covers vehicles for 1 hour after purchase (30 minute grace period)
3. Repairs must be over \$450
4. Friday is too late – No arbitration will be allowed
5. Please test drive all vehicles before leaving-including “IF” sales

ODOMETER POLICIES

1. The Auction assumes no responsibility at all for odometer mileage or the validity of the mileage statement provided by the Seller to the Buyer.
2. Sellers MUST ANNOUNCE FROM THE BLOCK the following:
 - Any odometer not working properly, regardless of the year
 - If the dealer has any knowledge that mileage on the vehicle is different than the mileage recorded on the odometer.
 - If the odometer has ever been replaced or repaired.
 - Any vehicle with the emission control flag covering the odometer must be sold with NOT ACTUAL MILES.
 - Odometer operation must be verified on the day of the sale.
 - If vehicle is 10 years old or older the miles are EXEMPT.
3. All vehicles MUST be sold one of five (5) ways:
 - ACTUAL MILES – miles shown are correct
 - NOT ACTUAL MILES – miles shown on title are not actual miles
 - IN EXCESS OF MECHANICAL LIMITS – miles over 100,000
 - MILES EXEMPT (10 YEARS OR OLDER) – state automatically titles as exempt
 - MILES OVER TWICE, THREE TIMES ETC. – unless vehicle shows 6 digits, then would be sold as actual.

TEST DRIVES

Dealers must have a BSAA buyers card and dealer plate must be affixed to test drive vehicles.