

Badger State Auto Auction's General Policies



A Member of the  **erate** GROUP

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www.badgerstateautoauction.com

Dealers Only

***Repairable Sale Every Thursday 2:00 PM
4 -Lanes of New Car Trades 3:00 P.M.***

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. Children under the age of 18 are only permitted in the Auction Cafeteria.

3. Dealer Awareness Checklist.

- Never stand between cars in auction building.
- Walk around vehicles, never between them.
- Never bring retail customers or friends to observe auction.
- Dealer's drivers are only allowed in the dining area. They are not allowed in the block area.
- Dealer's mechanics are only allowed on the lot or in the dining area. They are not allowed 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.
- DO NOT rev any engine in auction building. (Hoods and doors 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. The Auction reserves the right to reject any vehicle that management judges to be unsafe.
- 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 and have a valid Wisconsin Buyer's License 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 \$150.00 per NSF Check.
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 receive block ticket to serve as verification of announcements. SELLER'S are responsible for all announcements that need to be made for their vehicles. It is the SELLER'S responsibility to insure BSAA has all applicable announcements.
12. SELLER'S – other than announced conditions are NOT BINDING on the Auction. The SELLER must verify information on block ticket or the Auction is not responsible if they fail to comply. SELLER is responsible for all announcements.
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 and must sign a release.
14. Any vehicles parked in dealer parking lot, NOT registered for the next week's sale, will be towed away at the owner's expense the morning before the sale day.

15. All vehicles left in the sold lot will be subject to a \$50/week storage fee 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. VOIDED SALES – Seller may be charged the Seller’s Fee and/or a \$25.00 voided sale fee.
19. VEHICLES SOLD T/A-Seller will be charged a \$10 Fee. Before vehicle crosses the block, the title must be turned into the title department and be cleared to reassign to a new buyer, Sellers cannot request the auctioneer to announce that a title is present if it has not been turned in and cleared.
20. Auction policies are subject to change without notice.
21. Bank Reference: BMO Harris Bank - Fond du Lac, WI 54935.

Check In

1. All numbers will be available Thursday after 3:00 pm for the next week’s sale. Numbers for all consigners are given based upon selling percentage.
2. Please have available when reserving numbers all pertinent information about the vehicle, i.e. year, make, model, 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, please provide us with a phone number at which you can be reached and the protect price for the vehicle.
3. Vehicles may be dropped off 24 hours a day. During business hours, pull vehicle up to check in building to receive stock label. Once completed 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 the vehicle outside gate, pull the keys, lock the vehicle, mark the keys and drop them in the drop box located on the front of the check in building. Put a business card on the dash.

4. Any cancellation of numbers must be done by 2:00 pm the day of the sale or reservation privileges may be denied.
5. 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 dealers vehicles, regardless of number of units, as long as we are given adequate notice.
2. Vehicles that are to be picked up are to have adequate fuel to arrive back at the auction. If a vehicle is not gassed up and we do not have enough fuel to return to the Auction, we will charge the actual cost of the fuel plus a \$10.00 surcharge.
3. 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.
4. Any vehicles picked up must be located in the same vicinity, gassed up and levels checked prior to the Auction personnel arriving.

Title Policies

1. Title attached transactions – Seller has until 8:00 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, repair, drive excessive miles, junk/part out or damage vehicle until title is received.*** After the 14-day period it is the buyer's option to return vehicle or wait for the title.
2. The Auction will not be responsible for transportation or any other expenses of a returned vehicle due to no title.
3. Titles and supporting documents with corrections, erasures, deletions or alterations are not acceptable. Supporting documents should meet requirements for the state the buyer is licensed in. Only approved DOT forms for corrections and Power of Attorney are accepted.
4. Any title with a lien listed must have appropriate lien clearance. This means electronic clearance or paper lien release for WI buyer's and Notarized Paper Releases for all out of state buyers.
5. Vehicles that are titled to a deceased individual must have a corresponding original MV2300 attached or a copy of the domiciliary letters from the courts granting power of attorney.
6. Vehicles that are titled in a trust name must have a corresponding original MV2790 form attached.
7. 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.
8. Unsigned involuntary repo titles cannot be transferred in WI. WI requires WI licensed repossessionors to retitle the unit in their company name. Out of state repossessionors must have appropriate notarized affidavit of repossession, lien must also be signed off on either the title or a lien release must be presented. The auction can print a repo title for WI repossessionors for \$215 if the repossessionor has filled out and signed a MV2117. The auction will not sign on behalf of the repossessionor.

9. Auction reserves the right to charge transportation fee to seller if seller does not disclose previous title history.
10. Vehicles sold with announcement of over 2-week T/A will be returnable after the 14 day state guideline.

Buyers Policies

1. Buyer is strongly urged to check out vehicles before purchasing.
2. Buyer must buy vehicles through the auction block.
3. Once a vehicle has been run through and it didn't sell, if a Buyer is interested in buying it, the 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.
 - Manual Transmissions: Vehicles with standard (Full or Partial Shift) transmissions cannot be arbitrated for manual clutch assemblies unless the defect will not allow a safe test drive.
 - Air conditioning.
 - Power accessories.
 - Computer control units.
 - Radios.
 - Cruise control.
 - Front ends.
 - Vehicles 10 years old or older.
 - Vehicles sold for less than \$1500.
 - Noise or Inherent Conditions: No arbitration can be based on noises or conditions that are inherent or typical to a particular model or manufacture, 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.

- Wearable Items: The 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, brake pads, shoes, rotors, belts, hoses, lubricants/fluids, timing belts, bulbs, filters, shocks and struts.
- 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. The facilitating Auction may investigate vehicle history based on information found in EDVH for information that may impact arbitration.
- 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 and cannot be arbitrated for odometer issues, structural issues, and warranty or model year.
- Vehicles sold for \$3,000.00 or LESS. This includes structural damage, no converter, etc.
- Vehicles sold with over 100,000 miles, not actual, or exempt. Exceptions on the above if **not announced** are "Title Branded," inoperative odometer, mileage discrepancy unless exempt, frame damage on sales over \$3,000.00 or sold with an Auction Guarantee. (The Auction Guarantee is covered under Auction Guarantee Policy section of this document.)

5. Auction Guarantee Coverage:

- Internal Engine problems exceeding \$500.00 excluding electrical problems.
- Internal Transmission problems exceeding \$500.00. Does not include clutches or pressure plates.
- Rear end problems exceeding \$500 to repair. Does not include wheel bearings or U joints or mounts.
- Air Conditioning – Compressor only.
- Structural damage according to Wisconsin DMV Trans. 139 (Must be returned within 7 days from date of purchase.)
- If a vehicle does not qualify for an auction guarantee, but the dealer puts the auction guarantee on the vehicle, this guarantee covers all items in the guarantee.

- 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 TOO LATE.
6. Auction Guarantee is automatic on any vehicle under 100,000 miles and over \$3,000 unless it is a diesel vehicle, and or a vehicle with certain brandings, unless announced differently by seller.
 7. It is the Buyers obligation to WATCH the **TV Screens** and LISTEN for the announced “Conditions.”
 8. Buyer is responsible for verifying serial number and mileage reading on all purchases before leaving the sale.
 9. When “Title Attached” is not announced at the block, Buyer has the right to reject vehicle by 8:00 pm (THURSDAY ONLY.)
 10. 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.
 11. All vehicles registered at this Auction are subject to inspection by the FBI, State Police, National Auto Theft Bureau and Local Police Authorities.
 12. 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 7:00 pm the seller has NOT agreed to the selling price, the transaction then becomes a 2 WAY IF excluding 24 hours IF sales. All IF transactions are sold TA unless otherwise announced.
 13. All next day “IFS” must be paid for by no later than the following sale day or a \$75.00 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 seller's obligation to correct any errors or omissions made by the auction as to the announced conditions.
4. Seller must announce the following:
 - Title here or T/A.
 - Miles – actual, exempt, over, over twice, not actual, odometer replaced.
 - Structural damage as set forth by Wisconsin Dept. of Motor Vehicle Trans. 139 (over \$3,000.) BSAA adheres to NAAA Structural Damage Policies.
 - Any major power train defects on vehicles sold over \$3,000.00 or under 100,000 miles. Must be over \$500 to repair any single item.
 - Non-Original Engine. Current model year and up to 4 years old. (Excludes items replaced under Manufacturer's Warranty.)
 - Engine transplants of wrong size to factory.
 - Vehicles converted from diesel to gas.
 - Missing safety equipment such as seatbelts, air bags, etc. (Wi. Trans Code: 347.475 – No person may, either personally or through an agent, install a cover or otherwise conceal or disguise a missing airbag or a previously deployed airbag.)
 - Vehicle Accessory Electrical Problems. (Current model year and up to 4 model years old.)
 - Vehicles not equipped with air conditioning (Excludes vehicles 10 model years old or older.)
 - Paintwork (3 panels or more) on current model year and newer. (Excludes bumpers)
 - All title brands or title history i.e. salvaged, insurance claim paid, etc.
 - Previous uses other than privately driven i.e. taxi, police, government, etc.
 - Any vehicle branding including flood, water damage, etc.
 - Any recreational vehicle is sold AS IS.
 - Voided Factory Warranty.
 - Vehicles being sold with CO, MSO or Repo Affidavit title (if required by law)
 - Pending state or local DMV fees or taxes over \$100 due on vehicle (If required by law.)
 - Any disclosure required by law.
 - Previous Canadian and /or gray market vehicles.

- All NAAA Flood / Puddle / Stream policies.
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 Auction billing normal fees for the sale.
 8. This Auction will not sell any vehicles without proper serial plate and/or VIN number.
 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 \$75.00 for vehicles sold for \$750.00 or more, \$40.00 or which will be issued to the Buyer, or for vehicles sold under \$750.00 a \$50.00 fee with the buyer receiving \$25.00 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 \$25.00 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 6:00 pm the seller has not agreed to the selling price, the transaction then becomes a 2 WAY IF. All IF transactions are sold T/A 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 the office prior to the sale of their minimum selling price and phone number where the dealer can be reached.

Payment Polices

1. All units purchased and/or 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. Any purchase not paid for the night of the sale, and no prior arrangement was made with management, will be charged \$75.00 per week until paid in full.
2. Each vehicle sold is to be paid with a separate check.
3. NSF checks will be charged \$150.00 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 \$100.00 per deposit.
5. A \$75.00 per week surcharge will be added on all the above until paid in full.

Float Policies

1. 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.
2. Once a dealer has established a float account, the dealer must stay within the established dollar limits or risk losing the privilege of floating.
3. If a dealer wishes to increase their float limit, they must contact the General Manager during above office hours.
4. Separate checks must be written for each vehicle that the dealer wishes to float. This is a 28 day float.

Deliveries

1. Any Dealership requesting BSAA to deliver a vehicle will be subject to the current rate. See your sales rep for the current rate.

Arbitration Policies

1. Buyers have a one hour time period to arbitrate a vehicle. A 30 minutes grace period will be allowed for total of 90 minutes. Time starts from the time the vehicles sells at the block or from the time the “IF “is approved.
2. Vehicles must be taken to check-in for arbitration. Check-In personnel will enter the arbitration into the computer. This will officially time stamp the arbitration.
3. Dealer must state exactly the problem with the vehicle.
4. The Arbitrator must be informed if Dealer wishes to counter on the purchase price.
5. Arbitrator will drive and inspect vehicle and then page Dealer to inform of results.
6. 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.
7. All Arbitration decisions are final.
8. 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.
9. 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.

10. NO arbitration on items not covered under the Auction Guarantee i.e. air conditioning, power accessories, computer control units, radios, cruise control, frond ends and brakes.
11. Once a vehicle is exited it is no longer eligible for arbitration. The only exception is if a PSI was purchased.

Auction Guarantee Policy

1. Covers Engine, Transmission and Rear End Only.
2. Covers vehicles for 1 hour after purchase (30 minute grace period.)
3. Repairs must be over \$500.00
4. Friday is too late – No arbitration will be allowed.
5. Please tests drive all vehicles before leaving – including “IF” sales.

Odometer Polices

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.
- 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 99,999 on 5 digit odometers.
 - MILES EXEMPT (10 YEARS OR OLDER for 2010 and older) – state automatically titles as exempt.
 - Starting 1/1/2021, vehicles 2011 and newer will not be EXEMPT until they are 20 YEARS or older.
 - MILES OVER TWICE, THREE TIME ETC. – unless vehicle shows 6 digits, then would be sold as actual.

Test Drives

Only one person is allowed in a vehicle during a test drive. Dealers must have a BSAA buyer's card and dealer plate must be affixed to test drive vehicles. There is to be no smoking in any vehicle.