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**Welcome to Southside Virginia Auto Auction!**

We thank you for visiting us and look forward to serving you. The following is a list of the rules and regulations, which govern both buying and selling at the auction. If this is your first time here, we have a video presentation, which shows you how to buy or sell. There are several helpful buying tips on the video, so please take the opportunity to watch. If you have any questions regarding information on these rules and regulations or on the video presentation, please feel free to ask for assistance before you bid!!! Also, even if you are here to buy tonight, please think of us next time you plan to sell a car! You can sell cars here as well as buy!! After all, why give your car away when we can help you get the price you want? More information on how to sell your sell is on the back of this sheet!

Thanks again and happy motoring!!

**Auction Rules and Regulations**

AUCTION HELD EVERY TUESDAY AND THURSDAY AT 6:30 P.M.

Office Hours: Monday, Wednesday, and Friday – 8:30 A.M. – 5:00 P.M.

Tuesday and Thursday – 8:30 A.M. – 8:00 P.M.

Closed on Weekends

**1) All sales are final.**

**2) All deposits are non-refundable.**

**3) Payment:** A deposit is required on all purchases at the time of the sale in the amount of 25% of the purchase price. Green light purchases must be paid in full at the time of sale. Payment must be paid in cash, certified funds, personal check, Visa, MasterCard, or Discover.

**Vehicles purchased Tuesday MUST BE PAID IN FULL BY 5 P.M. THURSDAY.**

**Vehicles purchased Thursday MUST BE PAID IN FULL BY 5 P.M. MONDAY.**

**Failure to settle in full within Auction time limit will result in forfeiture of deposit.**

Checks must clear bank prior to receiving title or vehicle. Returned check fee is \$50 per check. All vehicles must be paid in full prior to taking delivery of vehicle or title.

**4) No sold vehicles are guaranteed as to year, mileage, or state inspection.**

**5) Management of Southside Virginia Auto Auction reserves the right to accept or reject any and all bids. Auctions Co. reserves the right to settle all disputes involving bids on any sale. This is a reserve auction. Southside Virginia Auto Auction (SVAA), its representatives to include, but not limited to auctioneers, owner(s) or their representatives of any vehicle being offered for sale have the right to reject any and all bids and/or bid on behalf of buyer or seller.**

**6) You must be 18 years of age to purchase any vehicle unless accompanied by a parent or legal guardian.**

**7) No single contract is considered settled until all contracts entered into on sale date are settled in full.**

**8) Buyer's Fees:** A buyer's fee is charged for every vehicle you buy.

**Public Buyer's Fees:**

\$105 fee b/t \$0 - \$499

\$125 fee b/t \$500 & \$799

\$145 fee b/t \$800 & \$1199

\$165 fee b/t \$1200 & \$1799

\$195 fee b/t \$1800 & \$2499

\$215 fee b/t \$2500 & \$3499

\$225 fee b/t \$3500 & \$4499

\$250 fee b/t \$4500 & \$5499

\$275 fee b/t \$5500 & \$6499

\$300 fee b/t \$6500 & \$7499

\$350 fee b/t \$7500 & 9999

**Dealer Buyer's Fees:**

\$65 up to \$249

\$75 fee b/t \$250 & \$749

\$105 fee b/t \$750 & \$1199

\$115 fee b/t \$1200 & \$1749

\$125 fee b/t \$1750 & \$2249

\$145 fee b/t \$2250 & \$2749

\$165 fee b/t \$2750 & \$3249

\$195 fee b/t \$3250 & 4249

\$205 fee b/t \$4250 & 5249

\$225 fee b/t 5250 & \$6499

\$250 fee b/t \$6500 & \$7499

\$400 fee b/t \$10,000 & over

\$275 fee b/t \$7500 & \$8499

\$300 fee b/t \$8500 & \$9499

\$350 fee b/t \$9500 & over

**9) Storage:** All vehicles parked on the SVAA property, and not registered to sell at the auction or already sold and the title is available to the buyer for pick-up at the auction, will be charged a \$15 per day storage fee beginning two (2) days after the last time the vehicle was run through the sale or two (2) days after the buyer's title is available for pick-up at the auction. **Any vehicle left on the property over thirty (30) days will be considered abandoned and will be sold at a storage auction.**

**10) Odometer Policy: Please check at the auction stand for signed odometer statements.** Do not rely on vehicle odometer readings or any verbal announcements, as they may not indicate the accurate mileage. The Auction Co. neither assumes responsibility nor guarantees accuracy of odometer readings. Any irregularities in odometer readings must be brought to the attention of the auction management prior to the vehicle leaving the premises and within one (1) hour of purchase. Remember, not all vehicles have a six (6)-digit odometer. Be certain to check the mileage statement available on the auction stand at the time of the sale. If Block 1 on the odometer statement is checked, the odometer is in excess of its mechanical limitations. If Block 2 is checked, the odometer has a discrepancy, which indicates it does not read the actual mileage and the odometer has either been broken, repaired, or replaced in the vehicle.

**11) Undisclosed frame damage must be reported to the Auction Co. within twenty-four (24) HOURS for arbitration.**

**12) All vehicles bought on the auction premises must be paid for through the auction.**

**13) IMPORTANT:** When you bid on vehicle, you are legally obligated to, and bound by the contract and all rules and regulations of the Auction Co. If you fail to pay in full for any vehicle, you subject yourself to legal action to recover the cost of the vehicle and all legal fees incurred by the Auction Co. The decision of the Auction Co. shall be final in all disputes or manners of interpretation of auction policies. In addition, the auction accepts no responsibility or liability for theft or damage on these premises.

### **LIGHT SYSTEM**

**Red Light – AS IS:** Neither the seller nor the Auction Co. makes any warranty as to the condition of the vehicle. All sales under this light are final. Inspect any or all visible defects before bidding.

**DEALERS ONLY Green Light – One Hour Money Back:** Seller allows the buyer the right to return the vehicle within one (1) hour of purchase for a full refund if the drive train (e.g. motor, clutch, transmission, rear end, axle, CV joints or rack on a front wheel drive car, as well as automatic load leveling suspension on Lincoln Continentals and Town Cars, is found to be in unsound condition or for any previous frame damage which is not listed on the green light agreement. This agreement does not cover any vehicles which where the odometer mileage exceeds 150,000 miles, diesel engines or any malfunctions in any other areas such as air conditioning, heating systems, power steering, computer systems, electronics, electric windows, sunroofs or stereo equipment. All arbitration is handled by the Auction Co. Auction arbitrator will drive vehicle to determine if refundable condition exists. The decision of the auction arbitrator shall be final. **DEALERS ONLY MAY HAVE GREEN LIGHT DRIVES.**

**IMPORTANT!!! Vehicles must be paid in full at the time of sale or the vehicle reverts to "AS IS" status. For the agreement to valid, the purchase price must be \$1250 or more and the estimated cost or repair must be over \$300.**

**Yellow Light – Known Defect Listed:** Indicates that the seller has listed certain known defects. Any right to return a vehicle will not apply to these items.

**Orange Light – Title Coming:** Assignable title does not accompany vehicle. It may require up to 12 days for buyer to receive title excluding weekends, national holidays and other days the Auction Co. is not open for business or the Department of Motor Vehicles is closed. The actual due date will be printed on the auction contract. Buyer is cautioned not to spend money on unit, not to excessively drive or damage unit and not to sell unit

until the title is received. If title is not delivered to the auction by the due date as listed on the contract, it is the buyer's option to return the vehicle or to continue to wait a reasonable period time for the title. In the event a title is unavailable within 12 days, buyer will be notified immediately, and will be required to return vehicle within forty-eight (48) hours. The buyer is required to give a twenty-four (24) hours written notice when returning the vehicle for a refund when the title due date has passed. **No exemptions will be made in this matter.** A staff member will fax the 24-hour written notice form to the buyer. The buyer is expected to fax the form back to the SVAA offices at (804) 796-1448. The buyer is also responsible for contacting the SVAA offices to confirm the receipt of the signed form. If confirmation is not given by a SVAA staff member, SVAA will not consider that proper notice has been provided within the 24 hour allotted time.

Should a seller be unable to provide a title within the time frame stated and the vehicle is refunded, the seller will be subject to all auction fees, including buyer's fee and seller's fee.

Return Policy: If a vehicle is returned because a title has not been delivered, it must be in the same condition as when purchased or no refund will be issued. Any excessive mileage, considered to be in excess of 300 miles, is subject to mileage charges of \$0.25 per mile. In the event a good title cannot be produced, a refund will be given only on the purchase price plus buyer's fee. Any fees incurred while the vehicle is under the buyer's care, such as repair costs, oil changes, towing expenses, etc. will not be reimbursed. If the buyer elects the option of receiving thirty (30) day tags, the title due date will be extended until the expiration date of the tags. If the title has been delivered to or mailed by the auction prior to written notification that a refund is desired, buyer is not entitled to return vehicle. Auction management must be notified twenty-four (24) hours in advance prior to any refund.

**Blue Light – Repossessed Vehicles:** Indicates the vehicle has been repossessed by a bank or finance company.

## **SELLERS RULES**

### **Registration Fees:**

**Public Rate: \$55 per vehicle**

**Dealer Rate: \$25 per vehicle**

This fee applies every time a vehicle is run through the auction and is required at the time of registration. The first five vehicles are automatically rerun at the end of the sale if not sold the first time. Other vehicles are rerun the same night only at the request of the owner for an additional \$15.00 per vehicle. If vehicle is rerun on another auction day, an additional full registration fee is required.

### **Commission Rates:**

**Public Rate:**

**Dealer Rate:**

15 % of sales price up to \$1000

10 % of sale price up to \$1000

Only 2% of any amount over \$1000

Maximum Commission of \$100

Checks: All commissions and fees will be deducted from auction checks. Checks for Tuesday sales will be issued after 3:00 P.M. Friday. Checks for Thursday sales will be issued after 3:00 P.M. Tuesday.

**1) Registration Deadline:** In order to sell a vehicle or vehicles, the car must be at the auction with the keys and signed odometer statement no later than 6:00 P.M. on the day of the auction. The seller must complete and deliver a signed odometer statement before sale time or your car will not run in the sale. Vehicle info, VIN and turn down price must be called in by 2:00 P.M. or you risk your numbers being given to another seller. For public sellers, titles are required to be signed and presented to auction office staff prior to the auction.

**After Hours Drop- Off:** If the vehicle is dropped off after hours, a key drop is available at the side entrance to the building. Please identify the keys with your name and phone number.

**Advance Registration: (Dealers Only):** You may reserve numbers up to one month in advance by phoning the auction after 9:00 A.M. on the last Monday of each month.

**Cancellation Policy:** If you reserve a number in advance and need to cancel, this may be done. However, registration fees are non-refundable.

**2) Frame Damage:** Repaired or not, gray market cars, removed or altered emission controls, missing catalytic converters, flood, taxi, police cars, and re-assigned VIN#'s must be announced even if sold "AS IS".

**3) Salvage Titles:** It is the SELLER'S responsibility to announce salvage history; these vehicles must be sold under the YELLOW LIGHT, with SALVAGE history announced.

**4) Year of Cars, etc.:** The auction does not guarantee the year of any car, truck, house trailers, recreational vehicles, antiques, motorcycles or reconstructed vehicles, antiques, or motorcycles. Satisfy yourself as to year model before settlement as the auction will not become involved in any subsequent dispute.

**5) WARNING:** Anyone conducting or found attempting vehicle sales on auction premises without sending paperwork through the office will be subject to a \$250.00 fine and all buying and selling privileges will be revoked. NOTICE: You are on private property. You are welcome to do business here pending that you abide by all Auction Rules and Regulations.

The seller's responsibility is to ensure the correct lights are on, the appropriate announcements made, the proper year written on the car, the turn down price verified and the vehicle state inspected or rejected in the seller's name. Please advise the auctioneer immediately of any necessary corrections.

You must be 18 years of age to sell a car unless accompanied by a parent or legal guardian.

Proper representation of mileage is required or vehicle will be refunded.

Please remove all unsold vehicles from the auction as quickly as possible. Vehicles left on the premises over 30 days will be considered abandoned and will be removed and sold.

I understand and agree to abide by all Auction Co. Rules and Regulations.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**IN ADDITION, SOUTHSIDE VIRGINIA AUTO AUCTION IS NOT THE OWNER OF THIS VEHICLE AND ACCEPTS NO RESPONSIBILITY FOR THEFT, LIABILITY, OR DAMAGE TO PROPERTY ON THESE PREMISES.**

**NOTICE TO CUSTOMERS: PURCHASES "AS IS" ARE CONSIDERED "AS IS" AND ALL SALES ARE FINAL.**