



"DEALER ONLY" AUTO AUCTION

SERVING THE INDUSTRY SINCE "1992"

434 TIFFIN ST. BARRIE, ON. L4N 9W8

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www.barrieautoauction.com

AUCTION AND ARBITRATION POLICIES

JANUARY 1, 2010

**EVERY WEDNESDAY
3:30 PM SHARP!**

OUR SERVICE "Pays" IT DOES NOT COST

REGISTRATION POLICIES & REQUIREMENTS

ONLY LICENCED MOTOR VEHICLE DEALERS AND THEIR AUTHORIZED REPRESENTATIVE(S) APPROVED BY THE AUCTION MAY DO BUSINESS AND MUST SUPPLY:

- 1. Dealer registration completed in full with signature(s) of owner(s) and their authorized representative(s).**
- 2. Copy of – Articles of Incorporation (first & last page).**
- 3. Copy of – Motor Vehicle License and each renewal thereafter.**
- 4. Copy of – G.S.T. Registration (or blank remittance form).**
- 5. Copy of – Vendor’s Permit (PST).**
- 6. Copy of – Ownership (verify RIN#).**
- 7. Copy of – Void Company Cheque (business name imprinted).**
- 8. Copy of – Valid Insurance**
- 9. Copy of – Omvic Registration Certificate for every authorized representative(s).**
- 10. Copy of – Valid Driver’s License (front & back).**
- 11. Trade and Credit Reference acceptable to Auction.**
- 12. (Optional) Copy of other Auction Cards (reference purpose).**

NOTE: Dealer is responsible to immediately notify auction of any material change in the foregoing.

INSURERS REQUIREMENTS



FOR THE PROTECTION OF OUR BUYERS AND SELLERS, WE CARRY CHEQUE AND TITLE INSURANCE WITH A.I.A. (AUCTION INSURANCE AGENCY). THEY REQUIRE THAT WE ADHERE TO THE FOLLOWING:

All purchases must be paid for on the day of purchase.

Personal or counter cheques are not acceptable.

Total purchase of \$50,000.00 or more must be approved by auction management.

All documentation pertaining to good and clear title must be received by the auction prior to the release of sales proceeds.

Vehicles with missing, unmatched or mutilated (V.I.N.) Vehicle Identification Numbers are subject to police inspection prior to being auctioned.

www.auctioninsurance.com



AUCTION RULES

Retail buyers are not allowed on auction premises.

Dealers must register on auction day and wear auction I.D. provided by the auction.

Drivers are not allowed in the immediate auction area.

The auction does not tolerate any backyard dealing.

All vehicles sold or bought on auction premises must be transacted through our office.

Shill bidding (**Price Boosting**) is a practice **not tolerated** at this auction and will result in suspension of auction privileges.

All vehicles consigned for sale must cross the auction block. Vehicles sold out of line will not be subject to arbitration.

The auction does not guarantee the year of any recreational vehicle, motorcycle, boat or motor, snowmobiles, golf carts, antiques, reconstructed vehicles, machinery etc. Satisfy yourself before you buy as the auction will not get involved in any arbitration or discrepancies of any sort.

The seller represents and guarantees to the auction and the buyer that he/she has the right to sell and transfer all vehicles he/she sells with good title, free and clear of all liens or encumbrances of any sort. This guarantee is passed on to the buyer and is limited to the auctioned price of the said vehicle. **Under no circumstances will this guarantee exceed the sale price of the vehicle!** This guarantee shall reduce by 2% per month following the date of sale and applies only to the original auction buyer.

The auction will not get involved with the validity of any "Drive Clean" or "Safety Standard Certificate". Bid and buy accordingly.

The auction reserves the right to interpret all rules relating to representations and warranties affecting vehicles and to the terms and conditions of all dealers doing business.

IMPORTANT NOTE

Dealers buying, selling or in attendance at the Barrie Auto Auction are bound by all auction rules, arbitration policies, OMVIC and insurers requirements together with announcements made or posted from time to time. Any breach of these policies, rules or requirements could result in cancellation of a dealers' auction privileges.

DISCLOSURE OF PRIOR USE

Sellers must declare on the *front* of the contract any of the following if it applies to their vehicle:

"Daily Rental" if the vehicle was a previous daily rental and has never been owned by a consumer.

Police vehicles including undercover and unmarked vehicles.

Any vehicle previously used as a taxi, airline limousine or school vehicle.

Any vehicle previously used as a driving school vehicle.

Only vehicles made for U.S. use and properly imported into Canada can be sold and must be announced as such. No "Grey Market" vehicles are accepted "For Sale".

REPRESENTATIONS

The seller is responsible for the accuracy of any representations or declarations made in regards to his/her vehicle. Errors and omissions are the sole responsibility of the seller.

Any stipulations, promises or guarantees made between the buyer and seller must appear on the contract. The auction assumes no responsibility for verbal commitments and will not get involved.

The buyer is responsible for verification as to the accuracy of model year, serial number and odometer reading recorded on the bill of sale prior to leaving the auction premises.

TIED BIDS

Occasionally the Ring Man and the Auctioneer accept bids from two different bidders at the same time for the same price. The Auctioneer will usually re open the bidding between the two bidders involved in any manner he/she feels appropriate under the circumstances. The decision of the Auctioneer prevails.

AUCTION ASSUMES NO RESPONSIBILITIES FOR THE FOLLOWING SITUATIONS:

Damage resulting from low fluid levels or anti freeze.

Physical damage resulting from fire, theft, hail or other acts of God, vandalism or collision. Buyers and sellers must carry their own insurance coverage.

Damage incurred by third party services i.e. towing, transportation or outside repairs.



ARBITRATION POLICIES

ARBITRATION IS NOT A TOOL FOR PRICE CHOPPING OR RENEGOTIATION, BUT A FAIR AND AMICABLE METHOD OF SETTLING A DISPUTE BETWEEN THE BUYER AND SELLER.

SELLERS:

It is your responsibility to represent your vehicle properly. You will build confidence and create goodwill by declaring all defects (regardless of how minor.) Remember the next vehicle down the lane may be one that you want to buy.

BUYERS:

TO BE ELIGIBLE FOR ARBITRATION YOU MUST FIRST PAY FOR YOUR PURCHASE.

REGULAR:

You have until 11:00 a.m. Thursday to request arbitration due to mechanical defects or misrepresentations that are subject to arbitration.

EXTENDED:

You have a further 7 Calendar Days to arbitrate undeclared items such as taxis, police vehicles, accident repair, stolen and recovered, insurance company write-offs, salvage and frame or flood damaged vehicles.

It is the responsibility of the buyer to ensure that the proper declarations have been made, if possible prior to leaving the auction premises.

Unauthorized costs or charges incurred against the vehicle (such as towing or transportation) after removal from the auction premises are the buyers' responsibility. Vehicles requiring arbitration must be returned directly to the auction.

SPECIALTY SHOPS

Most arbitrations are settled by outside specialty shops chosen by the auction.

The cost incurred by these inspections will be the responsibility of the party at fault (*either the buyer or the seller*).

The auction will hold the seller responsible for the admin. and selling fees should the sale be cancelled due to defects that *should have been declared!!*

RIDE AND DRIVE

The seller is responsible for the accuracy of any "Ride & Drive" declaration.

Any vehicle sold "Ride & Drive" must conform to arbitration policies and it is the sellers' responsibility to ensure the declarations are accurate.

In the situation that any vehicle is arbitrated *due to sellers' misrepresentation* which causes the deal to be aborted, it will be the *sellers' responsibility* to pay the auction selling fee and admin. fee.

It is the buyers' responsibility to check out their purchases prior to any arbitration deadlines.

SUBJECT TO ARBITRATION

ALL VEHICLES SOLD "RIDE & DRIVE" MUST CONFORM TO THE FOLLOWING:

REGULAR:

Major defects in excess of \$500.00 (excluding taxes) on engine, transmission, power train, rear wheel and front drive components, all wheel drive and 4X4 drive components (not including wheel or axle bearings), ABS braking system, Air conditioning, computers, missing pollution control devices and all safety restraint systems. This is on a per item basis.

EXTENDED:

Accident repaired in excess of \$3,000.00 (excluding taxes), reconstructed, flood or fire damaged, stolen and recovered (any vehicle written off by an insurance company or branded for any reason what so ever) or any vehicle which has had frame damage regardless of how minor (repaired or not) and subject to the opinion of the arbitrator, must be declared on the contract and sold under the "Red Light". Any vehicle that has had a previous 5th wheel must be declared on the contract and sold under the yellow light.

REGULAR:

Vehicles that have been lowered or raised must be declared on the contract and are not arbitratable for frame damage or non compliance for safety standards certification.

REGULAR:

Any vehicle regardless of year (in the opinion of the arbitrator) that has rust on the frame or underbody preventing the vehicle from being passed for a Safety Standard Certificate, such rust must be declared and the vehicle sold "As-Is" under the Red Light.

REGULAR:

Factory warranty that has been cancelled prior to normal expiry for any reason must be declared.

REGULAR:

*Any vehicle converted from one fuel to another (**natural gas or propane**) must be declared and announced at time of sale.*

REGULAR:

Rear main seal and cylinder head gaskets.

REGULAR:

*It is the responsibility of the **seller** to ensure the accuracy of the odometer declaration within **1,000 kilometers**.*

REGULAR:

The seller must declare if two or more adjacent panels (excluding bumper panels) have been replaced on a vehicle.

If the panels were replaced due to an accident, depending on the cost of the repairs it may also be necessary for the seller to make the accident repair declaration.

NOT SUBJECT TO ARBITRATION

*Any defect declared on the contract by the seller under the **Red** or **Yellow** lights.*

Any defects visible to the eye, such as glass, body damage, rust, upholstery, tires, trim or accessories.

Exhaust, shocks, struts, springs, front suspension, clutch and clutch assembly, cooling system including radiator and pumps.

*Rack and pinion over **60,000 kilometers or 36,000 miles**.*

*Any excessive oil consumption, smoke, noisy valve train or lifters on vehicles over **100,000 kilometers or 60,000 miles**.*

*Brakes and brake system (**with the exception of ABS**) on "**Ride & Drive**" vehicles.*

*Minor non structural sheet metal damage (**repaired or not**) or any visible rust.*

*Any vehicle with excess of **150,000 kilometers or 90,000 miles**, unless sold with a "**Ride & Drive**".*

*Branded (Rebuilt, Salvage, Irreparable), accident repaired, stolen and recovered, police, taxi, limousine and driving school vehicles are sold "**STRICTLY AS IS**" and are **not subject to arbitration** for any reason.*

*Any vehicle "**sold out of line**" and stamped accordingly.*

Boats, RV's, motorcycles, hot rods, kit cars, trailers, antiques or collector cars, police, taxi, limousine, driving school, fire or flood damaged vehicles.

*Unreserved vehicles are sold "**AS IS**" and are **not subject to arbitration** for any reason, **excluding** title branding. Examples of such are salvage, irreparable, rebuilt, flood damaged or theft recovery.*

Warranty books or cards, regardless of promises made by sellers.

AUCTION LIGHT SYSTEM

*The light system is for the safety and convenience of our buyers. Always pay attention to the **flashing lights** over the auction blocks, listen to the **Auctioneers' announcements** and **read the sale contract** hanging on the front of the auction blocks. These systems are for your protection:*

GREEN LIGHT

"RIDE AND DRIVE"

*Vehicle is being sold with **No Seller Declarations** and is subject to arbitration if not as declared.*

YELLOW LIGHT

The seller or the Auction has made a declaration that could effect or limit the arbitration privileges. E.g. Major defects in excess of \$750.00 (excluding taxes) on engine, transmission, power train, rear wheel and front drive components, AWD and 4X4 drive components (not including wheel or axle bearings). ABS braking system, computers, pollution control devices and all safety restraint systems. Any odometer discrepancies as follows: Odometer in miles, Odometer has been broken and repaired, True distance traveled unknown, Five digit odometer.

*All of the above must be declared on the contract and sold under the **Yellow** light.*

***DEALERS PLEASE NOTE:** To declare a "Check Engine Light" under the **Yellow** light you must be specific as to the cause that triggered the warning, together with the code, otherwise you must sell the vehicle under the **Red** light with no arbitration privileges for whatever the cause of the warning light.*

RED LIGHT

"SELLERS DECLARATION"

Any vehicle sold with the red light flashing is being sold with a "Problem Declaration" and "AS IS". Listen to the auctioneers' announcement and read the contract hanging in front of the auction block.

FOR YOUR PROTECTION AND OURS

*To enable the auction to amicably settle any discrepancies that may occur at the auction blocks, **all transactions, announcements, flashing lights and activity around the auction blocks are audio and video recorded** and kept on file for a timed period.*

Should you be involved in any discrepancy or misunderstanding these tapes are available as replays to amicably settle the problem.