



## OKLAHOMA

### **AMERICA'S AUTO AUCTION OKLAHOMA POLICIES AND PROCEDURES**

**MONDAY DEADLINE AT 12:00 PM**

**UNIT MUST BE PLACED IN ARBITRATION THE DAY IT LEAVES AMERICA'S AA OKLAHOMA  
THIS INCLUDES ODOMETER AND AIRBAGS.**

1. All Dealers must be licensed by their state, and registered at this auction before doing business. Dealers should try to register in advance of sale day to expedite registration.
2. America's AA Oklahoma will issue bidder badges which will be used for admittance and all transactions.
3. Buyer must pay for vehicles the day of the sale. Checks will be held until title comes in. A single check written for multiple vehicles will be deposited when first title arrives.
4. All titles submitted by seller must be in the seller's company name.
5. All transactions must clear through the office.
6. No vehicle will be offered for sale that has an altered or missing VIN plate.
7. Buyer is responsible for verifying serial number, model year, and mileage reading on all purchases before leaving sale.
8. It is the seller's obligation to Represent a Vehicle Properly. It is the buyer's obligation to watch lights and listen to announced "Conditions."
9. The auction does not guarantee the year of any trailers, house trailer, motor home, boat, boat motor, antique, dune buggy, or motorcycle. Satisfy yourself before settlement, as the auction will not become involved in any subsequent dispute.
10. All cars must have a gate pass before leaving premises.
11. IF sales are binding until 4:00 PM, SALE DAY. After this time period "IF" sales may be refused by the buyer.

12. OUTSIDE SALES - The auction will not become involved in any arbitration procedures or be responsible for any defects on units sold outside of the sale.
13. The auction does not guarantee any warranty books or plates or keys.
14. No foreign titles accepted.
15. Frame damage or frame repair must be announced on any and all units sold-failure to do so will void sale.
16. The auction reserves the right to void any transaction.
17. The auction will require a seller to take back any vehicle with a documented odometer roll-back problem.
18. Cars are left on the auction premises at owner's request and risk. The auction shall not be held responsible for loss or damage, even though the keys and car may be placed in the auction's custody for services which are made available to customers on these terms.
19. Any customer responsible for bringing a retail customer to the auction will be subject to being barred.

### **TITLE RULES**

1. Oklahoma dealers cannot reassign an out-of state title. If an Oklahoma dealer brings an out-of state title to the auction they must also bring a completed Vin Inspection and Oklahoma Reassignment along with the out-of-state title. Indian titles are considered out-of-state titles.
2. Any title brought in with a seller's signature already signed must be notarized. The auction CANNOT notarize an individual's signature where the individual is not present.
3. All titles with a lien entered on the face of the title must have the lien release attached.

### **LIGHT SYSTEM**

**Green Light** – “Ride & Drive” -subject to all arbitration policies.

**Yellow Light** – “Announced Exceptions” -selling dealer must announce exception to the vehicle. All arbitration rules apply except the “announced exceptions”.

**Red Light** – “As Is” – sold with no arbitration except for the title being branded or late or if vehicle has frame damage or if air bags are missing from vehicle.

## **ARBITRATION POLICY GREEN LIGHT VEHICLES**

*SUBJECT TO ARBITRATION UNLESS ANNOUNCED*

**\$145.00 fee will be charged for failed (seller) arbitration or inaccurate arbitration (buyer)**

**Monday Deadline at 12:00 PM**

**Unit must be placed in arbitration the day it leaves America's AA Oklahoma, this includes odometer and airbags.**

1. Motor - No Arbitration on 5.4 3 Valve motor
2. Transmissions - Slip /Slow/Hard/No Shift/Whine (No arbitration on a clutch unless you are unable to perform a safe test drive.)
3. Rear End
4. Air Conditioning -Excludes units 10 model years or older for units not equipped with air conditioning
5. SRS system -Must be fully intact and functional. AIRBAG LIGHTS MUST BE ANNOUNCED.
6. Hybrid or Electric battery systems -Unit battery and charging system must be fully functional. This does not include the units starting battery.
7. Odometer working – Day of sale only
8. Any Arbitration price adjustment eliminates arbitration for further mechanical defects.
9. No arbitration on power accessories.
10. \$1000 threshold for mechanical repairs on one item on greenlight vehicles. Based on America's AA Oklahoma shop estimates.
11. RED LIGHT: Vehicles sold for less \$3500 and over 150k miles will be sold on red light. Exception seller guarantee can be offered on 150k miles and over. 7 day/ 250 miles powertrain only. Proper safety announcements still apply such as airbags, frame and unibody. No seller guarantees on any units \$3500 and back, those units will be sold on red light.
12. Frame Damage must be reported to the auction within 7 days after purchase.
13. Voided factory warranty must be announced.
14. Fuel Conversion must be announced at time of sale.

## **BUYERS**

Please examine cars before bidding and be familiar with all announced conditions of the unit. Cars should not be road tested until buyer has the proper sales receipt for release from the lot. Please examine the serial number plate, and the mileage reading before leaving the sale. Listen to all calls at the block, look at all visible items. We suggest that you not sell or repair vehicle until title is received; there are no guarantee for reimbursement on monies spent on the vehicle.

\*It is the buyer's responsibility to follow through on the final result of any "IF" sales.

## **SELLERS**

Please have your units on the premises as early as possible, avoiding the last minute rush. Vehicles which are unsafe to operate will not be run through the auction lanes. Please represent your cars accurately and fairly. Be sure each vehicle has enough fuel to be test driven.

## **REGISTRATION PROCEDURES**

Telephone Registration : Monday-Friday 9:00am – 5:00pm

Sale Day – Friday

Please have driver stay with unit until it is numbered and registered. Make sure driver knows the year and dealer's company name for his unit. Sellers are responsible to insure all detailed information (year, make, model, engine, equipment, etc.) is properly represented. The auction will not be responsible for errors involving information provided by the seller.

## **IF SALES**

It is the buyers responsibility to find out the results on any "IF" sale -for the buyer to have the opinion that they will not pay for a vehicle that they were not aware of purchasing on an "IF" sale is not acceptable with the Auction; if the "IF" sale was sold on Auction day the buyer will be required to pay.

## **LATE TITLE / CAR RETURN POLICY**

*Oklahoma Law: By Oklahoma law, the seller must produce a title within 30 days of sale. After 30 days, the buyer has the option to bring the vehicle back for a full refund of the actual purchase price.*

1. The seller has until the end of business on the 30th calendar day to provide the buyer a title.
2. If a title has been received by the auction before the actual return of the vehicle, even if on the same day, the buyer must accept the title and keep possession of the vehicle.
3. Upon returning a vehicle, the buyer must present the keys to the vehicle to the front office.

4. Vehicles with 250 or more miles will not be eligible for return.
5. Transportation assistance upon request. Vehicle is required to be returned in the same condition or better when returned.
6. Any monies spent on any vehicle by the buyer before they receive a title will be at the complete risk of the buyer. There is no guarantee or refund on any money spent on a returned vehicle.

### **ODOMETER POLICY – GREEN LIGHT UNITS**

Sellers must announce from auction block the following:

1. If odometer is not working properly.
2. If there is any knowledge that mileage on vehicle is different than mileage on odometer (not actual miles).
3. Broken odometers, not actual miles, and mileage in excess of mechanical limits are specific conditions, and must be announced as separate conditions at the time of the sale as the condition warrants.
4. Odometer readings must be in mileage, not kilometers.
5. Vehicles ten years or older-mileage is EXEMPT. The auction will not become involved in mileage disputes on exempt vehicles.
6. There are no required odometer announcements on “Red Light” vehicles.

### **POST SALE INSPECTIONS**

- \* PSI's will only be specific to and include the same details as our arbitration policies.
- \* No PSI on vehicles 150k & over And more than 120,000 miles

