



## *Auction Terms and Conditions*

# Welcome to Capital City Auto Auction

As a “Buyer” with Capital City Auto Auction (CCAA) you agree to be bound by the following Terms and Conditions. CCAA may amend these terms and conditions at any time without prior notice.

### **PLEASE NOTE:**

These vehicles have been donated and are being sold by a charitable organization! We do not have ANY information regarding the history or condition of the vehicles other than what we can see. We do not perform any physical or mechanical inspections on the vehicles. No vehicles are NOT test driven so we cannot verify drivability nor condition of the motor or transmission unless it is evident when the vehicle is dropped off. We can only describe what is evident. There may be other problems with the vehicles which are not apparent, visible or known. We are not responsible for inaccurate or incomplete descriptions of the vehicles. The buyer should take every opportunity to inspect the vehicles PRIOR to placing a bid on a vehicle. If you cannot fully inspect the vehicles prior to purchasing, then you are purchasing at your own risk. Every vehicle is sold in “as is” and “where is” condition. Seller makes NO warranties as to the condition of any vehicle. **Once a vehicle is paid for and leaves our lot there are NO REFUNDS and NO RECOURSE under any circumstances. ALL SALES ARE FINAL!** All taxes, fees, smog certifications, and penalties due to the DMV, are the responsibility of the buyer. Unless a Smog Certificate is provided, all vehicles are verified as non-compliant vehicles related to CA smog. If a CA Smog Certificate is provided, buyer agrees to pay a smog Certification Fee (see Fee Schedule).

In order to purchase a vehicle, each buyer must have a valid Government Issued ID or Valid Occupational License issued by the Department of Motor Vehicles. Buyer agrees that the vehicle(s) he/she purchases must be registered in his/her name with the Department of Motor Vehicles. Buyer agrees to produce proof of vehicle transfer upon request. If sold to a dealer or Dismantler, vehicle must be transferred into inventory as required by the DMV. A release of Liability will be completed in the buyer’s name on every vehicle.

**Registration** – Eligible individuals must be over the age of 18 and meet all requirements imposed by federal, state, and local government laws and regulations. The buyer must:

- Complete the Registration Form and Sign the terms and conditions.
- Supply a copy of driver’s license or valid identification
- Supply a copy of any Dealer, Dismantler, BAR, or Re-builder license as applicable
- Supply a copy of Resale License and a completed Resale Certificate if applicable
- Exporters require additional Resale Documents. See Office Staff for “Exporter Registration” Packet

**Authorized Bidders & Auction Attendance** – Buyer’s Drivers license or ID on file shall act as Buyer’s ID card with CCAA. ID must be presented to gain admittance to the auction area and must be produced if requested while on CCAA premises. The owner of a business account is fully responsible for all bids and charges on the account. CCAA reserves the right to refuse admittance to anyone.

- Buyers requesting access to CCAA’s Website ([www.capitalcityautoauction.com](http://www.capitalcityautoauction.com)) for an Online Account and Internet Bidding will be issued a user name and password. Buyers are responsible for maintaining the confidentiality of their user name and password.
- CCAA reserves the right to suspend or revoke “Buyer” privileges for any reason.
- All account charges must be cleared and paid prior to attending or bidding in an auction.



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**Online Auction Terms** - Upon winning the bid on a vehicle, every public bidder is required to post a \$300 deposit via the credit card entered on file during the registration process that will be applied towards the final purchase price including fees. If you, the bidder, fail to obtain the balance of the purchase price, or fail to proceed with the sale within 48 hours of the sale, the deposit becomes non-refundable as liquidated damages not a penalty, and is forfeited. Every dealer bidder is required, within 48 hours of the sale to pay for purchases in full including fees. If a dealer bidder fails to proceed with the sale, the dealer bidder is required to post a \$300 relist fee or be subject to revocation of bidding privileges, up to and including legal proceedings through Capital City Auto Auction.



**Release of Liability** – Buyers and their guests irrevocably and unconditionally waive and release their rights (if any) to recover from CCAA and its directors, managers, lenders, employees, agents, insurance carriers, donation organizations and clients (“CCAA Releasees”) any and all damages, losses, liabilities; cost or expenses and claims thereof, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arrive from, or be related to, bodily injury, property damage, or other occurrence on CCAA's premises. Under no circumstances, including negligence, shall CCAA Releasees be liable for any special, incidental, or consequential damage or lost profits that result from or are related to the sale, distribution or use of, or the inability to use, any vehicle, even if CCAA Releasees has been advised of the possibility of such damages. Buyers and guests agree to waive California Civil Code §1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Furthermore, Buyers agree to indemnify, defend, and hold CCAA Releasees harmless from any and all damages, losses, liabilities, and costs or expensed, arising from claims made by Buyer guests for bodily injury or property damage occurring on CCAA's premises.

## **Yard Rules**

1. Briefcases, backpacks, purses, and any like packages are not allowed.
2. Repairs may not be performed on any vehicle on CCAA property or the adjacent surface streets.
3. Anyone caught tampering with or locking vehicles will be ejected from the premises and lose bidding privileges.
4. Anyone caught stealing, removing parts or damaging vehicles will be ejected from the premises, lose bidding privileges, and arrested and prosecuted to the fullest extent of the law.

**Auction Cancellation & Vehicle Withdrawal** – CCAA reserves the right to postpone or cancel the auction in whole or in part, withdraw from auction any vehicle for any reason, at its sole and absolute discretion. CCAA reserves the right to modify or add any terms and conditions either prior to or during the auction.

**Auction Bidding** – CCAA reserves the right to reject or void bids at any time for any reason. CCAA or its consignors may withhold the sale approval of a vehicle if a fair value was not received at auction. Vehicles awarded to the high bidder are considered “Offers” until cleared by the consignor and placed on the buyers account. In the event of a “Tie Bid” or “Bid Dispute” between bidders, CCAA shall, at its sole and absolute discretion, determine the successful bidder, reopen the auction item, or re-list the item in the next sale. CCAA may, at its sole and absolute discretion, solicit bids outside of the auction and award a vehicle as such.

- **Approval Vehicles or IF Bids** – Vehicles requiring bid approval will be cleared (approval or rejected) by the consignor no later than 12 PM on the day following the auction. High Bidder is bound to the bid



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placed on these vehicles. CCAA does not notify a buyer when a vehicle is awarded. Buyers are responsible for monitoring their account and their awarded vehicles.

- **Changing Buyers** – A buyer may, for a charge, change the responsible purchasing company or person to another company or person after the vehicle has been awarded at auction. See Fee Schedule

**Fees** – All auction items are subject to buyer and doc fees. Items awarded to buyers via the internet are subject to internet purchase fees. Please see the “Fee Schedule” for all related fees. All fees are subject to change without notice.

**Payment, Vehicle Pickup & Storage** – Every bidder is required to post a minimum non-refundable \$500.00 deposit upon successfully winning a bid. The bidder has up until (1) working day to obtain the balance of the purchase price to be paid in cash or certified funds. A BUYERS FEE AND DOCUMENT FEE SHALL BE ASSESSED AT TIME OF SALE. IMPORTANT: ONCE A VEHICLE IS BID ON, THE DEPOSIT BECOMES NON-REFUNDABLE, AS LIQUIDATED DAMAGES NOT A PENALTY, AND IS FORFEITED IF YOU, THE BIDDER, FAIL TO OBTAIN THE BALANCE OF THE PURCHASE PRICE, OR FAIL TO PROCEED WITH THE SALE, WITHIN ONE WORKING DAY. Vehicles not paid for within two (2) days following the sale will be charged a late fee of \$25. All vehicles not picked up within two (2) days following the sale, will be charged a storage fee of \$20 per day. Vehicles not paid for or picked up by 12 noon three (3) days following the sale will be considered forfeited.

- **Vehicle Release, Removal, & Loading** – Vehicles will be released after CCAA receives full payment. Vehicles can be picked up during yard hours of **8:30-4:30 M-F**; the yard is CLOSED during all auctions. Vehicles are available for buyer pickup 1-hour after the close of the auction. CCAA urges buyers to remove vehicles immediately after the auction to ensure their protection. Vehicles remaining at CCAA’s facility after the auction will be at the sole risk of the Buyer. CCAA will not recognize any claim of damage or theft after the vehicle has been awarded; this includes keys and stereos. Vehicles will only be pulled from the yard with a tow vehicle present. Vehicles may only be driven from the facility with the use of a Dealer Plate or a 1-Day Use Permit. Material-handling equipment is used to move vehicles at CCAA, as such; CCAA will not recognize any claim of damage resulting from the general handling, pullout, or loading of the vehicle.
- **Return Checks** – Any NSF return check will result in the loss of check writing privileges and be subject to a reprocessing fee, any bank charges, and any and all collection costs including but not limited to reasonable attorney fees. See Fee Schedule

**Reneg** – In the event a buyer reneges on a vehicle, the buyer will be charged a Re-List fee and bidding privileges will be suspended until payment has been received. Buyers with more than 2 reneges on their account may have their bidding privileges permanently revoked. A buyer may request that a reneged item be place back on their account (up to the day prior to its next scheduled auction date) for an additional \$100 fee (plus all late fees and storage charges) in lieu of paying the Re-List fee. See Fee Schedule

**Internet Bidding & Online Account** – CCAA offers Online Account access at [www.capitalcityautoauction.com](http://www.capitalcityautoauction.com) with the ability to search our vehicle inventory, manage your purchases, and bid on vehicles electronic via the internet. Successful high bids placed via the internet will be charged an internet purchase fee. Buyers placing bids via the internet are bound by CCAA’s Auction Terms & Conditions and Fee Schedule. Buyer is responsible for all usage of the account and ALL bids placed via the internet. See Fee Schedule

- **Do Not Use Decimal Points** - \$125.00 when bidding online; only use whole dollar amounts, E.G., \$375.



- Once an Online bid is placed, it cannot be deleted.
- We use a third party online bidding tool offered to our buyers. As with any electronic tool, this application can lockup or lose connectivity at any time. CCAA will not be held liable for any lost bidding opportunity while using this system.

**Conditions of Sale** – All vehicles sold at CCAA are sold “AS IS, WHERE IS”, WITH NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS OR MERCHANTABILITY. Any and all information provided by CCAA to its buyers, verbally, in written or in image form, pertaining to any auction item is solely for the Buyers' convenience. No warranty is made with respect to the accuracy of this information; all are statements of opinion, including physical description, and are not to be relied upon as statements or representations of fact. No guarantee as to the condition of the drive train or any of its components is expressed or implied. Buyer understands that current or past due vehicle registration or other fees may exist on a vehicle and that Buyer is responsible for any such fees.

Buyer understands that they are responsible for all transaction on the account. Any changes to the account must be done in writing. Terms and conditions printed on auction lists, announced during the auction, displayed in the office or on the website become part of this agreement by reference. Buyer understands they have read and agree to the “Auction Terms and Conditions” and “Fee Structure” as set forth by CCAA.

**Emissions and Safety Inspections**-Vehicles are not guaranteed to pass state inspections where applicable. All Sales Final: Once the vehicle has been paid for, all sales are final. Subject to Seller approval, the last bidder is legally obligated to purchase the vehicle.

**Rights of Privacy** – I understand that the prior owner of any vehicle sold at CCAA has a right to privacy pursuant to Section 1 of Article I of the Constitution of California and the United States Constitution. In the event a successful bidder obtains personal information of the prior owner of a vehicle and contacts or attempts to contact the prior owner such conduct shall be a material breach of the Auction Terms and Conditions. Such conduct shall be deemed a violation of California Information Practices Act of 1977 Civil Code Section 1798 et. seq. and the Drivers Privacy Protection Act 18 U.S.C. § 2721 et. seq. In such event the person in violation of this paragraph shall, in addition to losing future bidding privileges, shall indemnify and hold harmless CCAA from any and all claims including cost of defense and shall be liable to CCAA for any special, incidental or consequential damages or lost profits as a result of contacting a prior owner of a vehicle.



# Registration Form

Company Name if Applicable		Phone		Fax	
Street Address		City		State	Zip
Mailing Address (If Different)		City		State	Zip
Name			Drivers License #		
User Name - Internet Access -		Password		Email Address	
Dealer or Dismantler License			BAR, Automotive Repair or Other License		

I, the undersigned registered buyer, have read, understand and agree to be bound by the policy, procedures, terms, conditions and fees as set forth by Capital City Auto Auction (CCAA) in their "Auction Terms and Conditions" and applicable "Buyer Fee Schedule." A Buyer Registration fee will be charged to my account each January for that year's registration. All outstanding fees must be paid prior to attending or bidding in the next auction. I understand that failure to comply with this agreement may result in the suspension of all bidding privileges and the forfeiture of any registration fees. CCAA may amend these or any other policy, procedures, terms, conditions, or fee schedules at any time without prior notice.

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Print Name
Owners Signature
Title
Date

Please return the following completed forms to Return to CCAA

- Completed Registration Form *(Original)*
- Copy of ID
- Copy of Business Licenses and Occupational License if applicable
- California Resale Certificate if applicable



# California Resale Certificate

Company Name: \_\_\_\_\_

**I HEREBY CERTIFY:** I hold a valid seller's permit number: \_\_\_\_\_ issued pursuant to the Sales and Use Tax Law. I am engaged in the business of selling the following type of tangible personal property: Used Auto, Motorcycle, Boat, RV's, and/or their parts.

This certificate is for the purchase from Capital City Auto Auction of the items listed below. I will resell the items listed below which I am purchasing under this resale certificate in the form of tangible personal property e in the regular course of my business operations, and I will do so prior to making any use of the items other than demonstration or display while holding the items for sale in the regular course of my business. I understand that if I use the items purchased under this certificate in any manner other than just described, I will owe use tax based on each item's purchase price or as otherwise provided by law. It is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased: Used Auto, Motorcycle, Boat, RV's, and/or their parts

\_\_\_\_\_ at Rancho Cordova, CA by: \_\_\_\_\_  
Print Name Signature Title

\_\_\_\_\_  
Address

\_\_\_\_\_ Date  
Phone

Mexican Merchant Exporters must include a:

- ◆ **Border State Resale Certificate**

Exporters and all Mexican Merchants that do not participate in the Mexican Merchant Program must include a signed:

- **Certificate of Exemption for a NON-U.S. Dealer and an Exporter Resale Certificate**





## Notes