



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 Auction Terms and Conditions and Fee Schedule. CCAA may amend these terms and conditions at any time without prior notice.

Online Account – CCAA operates as an online vehicle auction. All vehicle searches, bidding and sale communications are made electronically via the internet. Buyers must have computer access and an active email address, must register with CCAA at www.capitalcityautoauction.com, creating a unique username and password.

Most vehicles at CCAA are donation vehicles and are being sold by a charitable organization! CCAA has NO information regarding the condition or history of the vehicles. NO physical or mechanical inspections have been performed by CCAA. Vehicles are NOT test driven; CCAA cannot verify drivability or attest to the condition or soundness of the Powertrain, Drivetrain, Suspension or Electrical Systems. CCAA provides a general description of each vehicle; however, mechanical problems may be present which are not apparent, visible or known by CCAA. CCAA is not responsible for the accuracy or incomplete descriptions of vehicles. Buyer should take every opportunity to inspect the vehicles on Preview Day before placing any bids.

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 in writing, verbally, or in image form pertaining to any auction item, including (when available) the Vehicle Identification Number and License Plate Number, is solely for the Buyer's convenience. CCAA makes NO WARRANTY as to vehicle conditions or as to the accuracy of the 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 Powertrain, Drivetrain, Suspension or Electrical Systems or any other components is expressed or implied. **There are NO RETURNS, REFUNDS, or RECOURSE, under any circumstances, once a vehicle is removed for our facility. ALL SALES ARE FINAL!**

Auction Terms and Conditions and/or Fee Schedule 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 Schedule" as set forth by CCAA.

Emissions, Safety Inspections & State Taxes, Charges or Fees – Vehicles are not guaranteed to pass ANY state emissions or safety inspections where applicable. Unless a CA Smog Certificate is provided, ALL vehicles are considered as Noncompliant to CA emission requirements. If a CA Smog Certificate is provided, Buyer agrees to pay a Smog Certification Fee. Any and all taxes, fees, smog certifications, current or past due registration fees, or penalties due to the DMV, are the responsibility of the Buyer. *See Fee Schedule*

Registration – Buyers must be over the age of 18 and meet any/all federal, state, and local regulations. Prior to bidding on any vehicles, potential Buyers must register online with CCAA and provide the following information and documents.

Individual Buyer:

- Provide name and contact information
- Provide valid government issued identification



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- Provide a valid credit card matching the registered buyers name and address
- Certify that you are 18 years old or older
- Agree to the CCAA Terms and Conditions

Licensed Buyer (Dealer, Dismantler or Exporter):

- Provide Dealer/Dismantler/Exporter information including License Number and expiration date
- Provide name and contact information of individual(s) representing the business
- Provide valid government issued identification of individual(s) representing the business
- Certify that you are 18 years old or older
- Agree to the CCAA Terms and Conditions

*****Buyer ID and Dealer License (if applicable) must be verified prior to account activation. Information will be reviewed and verified during normal business hours only. Email copies to: info@capitalcityautoauction.com**

Authorized Bidders & Auction Attendance – A Buyer's ID on-file with CCAA must match that presented to CCAA for all transactions. ID must be presented to any CCAA staff member upon request to gain access to preview inventory or while on CCAA premises. CCAA reserves the right to refuse admittance to anyone.

- Buyers are responsible for maintaining the confidentiality of their login information and are encouraged to change their password on a regular basis.
- The business owner on file is responsible for all usage, bids and charges on the account.
- Buyer is responsible for all usage, bids and charges of the account.
- CCAA reserves the right to suspend or revoke Buyer privileges for any reason.
- All account charges must be cleared and paid prior to attending, preview or bidding in an auction.

Hold Harmless – 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 any and all damages, losses, liabilities; cost or expenses and claims thereof, whether direct or indirect, known or unknown, 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 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 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 harmless from any and all damages, losses, liabilities, and costs or expensed, arising from claims made by Buyers guests for bodily injury or property damage occurring on CCAA's premises.

Yard Rules

- No one under the age of 18 is allowed in yard.
- Briefcases, backpacks, purses, or any like packages are not allowed.
- Repairs may not be performed on any vehicle on CCAA property or the adjacent surface streets.
- Anyone caught tampering with or locking vehicles will be ejected from the premises and lose bidding privileges.
- Anyone caught stealing, removing parts or damaging vehicles will be ejected from the premises, lose bidding privileges, ***arrested and prosecuted to the fullest extent of the law!***



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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.

Internet 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 Buyer’s account. CCAA may, at its sole and absolute discretion, solicit bids outside of the auction and award a vehicle as such.

- Do Not Use Decimal Points when placing bids; \$400.00 must be entered at 400.
- Once a bid is placed, it cannot be deleted or retracted.
- A third party online bidding tool is 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
- **Fees** – All auction items are subject to miscellaneous fees (*See Fee Schedule*). These fees will be in addition to the high bid placed on each vehicle.
- **IF Sale (Approval) Vehicles** – Vehicles may be negotiated directly between the consignor and bidder via the internet. Vehicles requiring bid approval will be negotiated, approved or rejected with the consignor, no later than 12 PM on the second business day following the auction. The high bidder is bound to the bid placed on each vehicle. **CCAA does NOT notify the Buyer directly when a vehicle is awarded.** Buyers are responsible for monitoring their accounts for bid negotiations, pending and awarded vehicles.
- **Changing a Buyer** – A Buyer may, for a charge (*See Fee Schedule*), change the responsible purchasing party to another company or person after the vehicle has been awarded at auction. A Buyer may **NOT** change the purchasing party after the vehicle has been paid for.

Auction Credit Card Charge – Individual Buyers will be charged a \$100 credit card deposit for each vehicle awarded at auction; the deposit will be applied toward the final purchase price. If the Individual Buyer fails to pay the balance due (*See Payment, Title, Vehicle Pickup & Storage*), the deposit becomes non-refundable as liquidated damages, not a penalty, and is forfeited. The transaction will be considered reneged and processed in accordance to the **Reneged** terms. Licensed Buyers are not charged an Auction Credit Card Charge. If a Licensed Buyer fails to pay the balance due, a demand will be placed against the Dealers Bond with the Department of Motor Vehicles to include the cost of the Re-List Fee in accordance to the **Reneged** terms, as well as legal fees, and the revocation of bidding privileges.

“Buy-It-Now” Vehicles – All CCAA vehicles are sold at auction via the internet. Buy-It-Now vehicles are only available through the CCAA website and are thereby considered, sold at auction via the internet. Buy-It-Now vehicles are subject to the same Auction Terms & Condition and Buyer Fees.

Payment, Title, Vehicle Pickup & Storage – Payments will not be accepted, nor will vehicles be released during the auction. Payments and vehicle releases will commence 1-hour after the close of the auction and in accordance to the **Fee Schedule**

- **Payments** – All vehicles must be paid for and picked up within two (2) business days of being awarded to the Buyer’s account. Vehicles not paid for within the two (2) days will be charged a late fee.
- **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*



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- **Vehicle Release** – Will commence after full payment is received by CCAA. Vehicles not picked up within two (2) days will be charged a per-day storage fee.
- **Title** – Buyers will receive transferable title at the time of payment. Individual Buyers must register purchased vehicles in their name pursuant to *California Vehicle Code §5902*. Licensed Buyers must export or transferred vehicles into inventory as required by State and/or Federal law. All Buyers agree to provide proof of export or transfer upon CCAA request.
 - All sales are reported to the DMV including the filing of a REG 138 in the Buyer's name.
 - Failure to report sales or transfer vehicles will result in suspension of Buyer privileges and will be reported to the DMV investigative unit.
- **Removal** - CCAA urges the Buyer 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 (including but not limited to; keys, stereos, batteries, Etc.) after the vehicle has been awarded. Vehicles should only be picked up 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.
- **Loading** – CCAA does not offer vehicle loading services. 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 or pullout of the vehicle.
- **Unlawfully parked vehicles** - To protect CCAA property and comply with local City ordinances, **Any vehicle left on or adjacent to CCAA property overnight, will be returned to the CCAA yard via forklift and will incur a \$50 handling fee, stored at \$25 per day, and a Lien Sale/re-keying fee if applicable.**
- Any vehicle not paid for or picked up by 4:30 PM on the 3rd day may, at CCAAs discretion, be considered as a Renege.

Renege – In the event a Buyer reneges on a vehicle, the Buyer will be charged a Re-List fee (See *Fee Schedule*) 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.

Rights of Privacy – I understand that the prior owner of any vehicle sold at CCAA has a right to privacy pursuant to *Section 1, 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, 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.

By agreeing, I am stating that I 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 "Fee Schedule." I understand that failure to comply with this agreement may result in the suspension of all bidding privilege. CCAA may amend these or any other policy, procedures, terms, conditions, or fee schedules at any time without prior written notice.



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Fee Schedule

Registration Fee	Buyer Fee Schedule			
No Charge!		From	To	Fee
		0	199	25
Late Fee		200	349	65
\$50 After Two (2) Business Days		350	449	95
		450	649	125
Storage		650	849	145
\$25 Per Day After Two (2) Business Days		850	1049	205
		1050	1249	245
Doc Fee		1250	1349	295
\$45 Per Vehicle		1350	1949	315
		1950	2449	365
Internet Fee		2450	3449	450
\$25 Per Vehicle		3450	4449	550
		4450	Up	650
Forklift Loading Fee				
Not Available				
Sales Tax				
Public Buyers must pay CA sales tax at the DMV				
Re-List Fee	NSF Return Checks			
\$300 as liquidated damages, not a penalty, if Buyer fails to complete the vehicle purchase, and the suspension of Buyer privileges.	\$50 Plus Bank Fees and Loss of Company Check Writing Privileges			
Transfer Vehicle to Another Buyers Account	Duplicate Title			
\$80 Per Vehicle	\$75.00 per title IF AVAILABLE			
Vehicle Delivery	Smog Certification Fee			
<i>See Office for Details and Rates</i>	\$75.00 per vehicle			
Acceptable Forms of Payment	Office Hours: 9:00 - 4:30			
Cashier's Check, Money Order, Wire Transfer or Preapproved Company Check	All Payments Must be Received by 4:30 PM			
Cash: \$500 Maximum - Per Buyer, Per Day	Yard Hours: 9:00 - 4:30			
	All Vehicles Must be Picked Up By 4:30 PM			
<i>Credit cards only accepted for online deposits</i>				
<i>We do not accept Continental Express money orders</i>				