

**5STATES AUTO LLC
AUCTION POLICY**

EFFECTIVE 1-1-09

Set forth hereinafter are the rules and regulations which constitute the auction policy of 5States Auto LLC.

1. All vehicles, motorcycles, equipment, snowmobiles, RVs, boats, trailers, etc are sold AS IS and are considered non rejectable. This includes flood, fire, frame damage, etc. All vehicles sold in 5States auction are sold RED LIGHT. Final inspection on vehicle is the sole responsibility of the buyer.
2. Accessory equipment will not be guaranteed or announced.
3. Keys are not guaranteed. It is the responsibility of the buyer to determine the existence of keys, remotes etc.
4. 5States does not announce whether a vehicle is 2wd or 4wd. It is the responsibility of the buyer to look at vehicle and is not subject to arbitration.
5. ODOMETERS. It is the consigners responsibility to announce any odometer incorrect or in excess of mechanical limits. 5States does not guarantee mileage warranties, we merely act as an agent between the buyer and the seller.
6. Mileage and other information written on the window of sale vehicles or in the catalogs are for the convenience of the customer and is not to be relied upon to be accurate or complete. Buyers should satisfy themselves as to year, mileage and equipment by viewing the actual vehicle prior to bidding. Buyers should also satisfy themselves as to the quality of the title, whether salvage, damage disclosure or exempt. This information is available prior to sale date. 5States will not arbitrate vehicle for incorrect information written on a vehicle or in the catalog.
7. Any vehicle returned because consignor cannot furnish title within 30 calendar days (auction day being day one) are subject to charges (\$75.00 late title fee). Buyers must give 72 hour notice in writing before returning the vehicle. Have all receipts present to return vehicle. If the title is produced during the 72 hour period, the arbitration for late title is cancelled and the vehicle remains sold. If the title has been received by the buyer or available to the buyer by 5States the buyer can not return the vehicle. NOTE: Buyers are cautioned not to spend time or money on a unit, excessively drive the unit or damage the unit, and not to sell the unit until title is received.
8. All titles must be UNITED STATES TITLES that are clear and ready to signed by buyer. Titles must be notarized if needed. A signed ODOMETER STATEMENT is required by BOTH THE BUYER AND SELLER. 5States will not notarize presigned titles.
9. 5States will not accept lost title applications for units in sale. 5States will help consignor with title process prior to sale for a fee of \$50.00 plus applicable title fees.

10. 5States is not responsible for taxes to the buyer or seller. Any sales taxes required by the state is the responsibility of the buyer or seller and will be collected for the state. (No exceptions).
11. 5States is an equal agent for the buyer and seller and will not be held responsible for misrepresentation, failure to pay for a car, fire, theft or damage (including weather).
12. **DEALERS:** Buyers must be registered to buy in 5States auction. Dealers are required to submit an application as well as copy of Dealers license. A Buyer Fee of **\$100.00** allows buyer to bid Jan 1st thru Dec 31 as long as dealer license is current. Dealer may have ONE additional individual authorized to bid for dealer. Each additional buyer up to 2 will be accessed **\$25.00** per buyer. The dealer must notify 5States of who these buyers are on auction day. At no time may a vehicle be titled in name other than the dealer. If you are buying for another dealer you must be registered under that dealers license.
13. **NON-DEALERS:** A buyers fee is required for non dealers. The fee is **\$100.00** This allows the buyer to bid and purchase units for calendar year January 1st to December 31st. This fee must be paid prior to auction time. This fee is not refundable. Titling will be done in buyers name only. (exception: spouse). Non-dealers are subject to all rules herein just as if they were dealers. Non-dealers are required to know and understand these rules. Non-dealers are the only buyers under their registration.
14. A registered buyer must accompany all non-registered individuals. Guests are not allowed to bid on vehicles. No one under the age of 18 will be allowed in the auction or salvage area.
15. All buyers must register prior to auction time and receive a buyer number. Buyer number must be announced to auctioneer when winning a unit.
16. 5States is not responsible for securing vehicles on buyers trailers, rollbacks etc. It is the sole responsibility of the buyer for damage while loading or transporting vehicles from 5states auction.
17. No children under 18 years of age are allowed on the auction lot or in the area of stored vehicles.
18. 5States Auto LLC, has the right to refuse service to anyone. Likewise, 5States Auto LLC understands these rules may need to be changed from time to time as new circumstances arise which were not considered herein. Therefore, 5States Auto LLC reserves the right to change these rules at any time without notice, by placing the changes, modifications, amendments, and revisions in these rules. These rules will be available upon request. It is the responsibility of buyers, sellers, dealers, and non-dealers to read and understand these rules and to keep abreast of the changes in these rules as they are made.
19. Briefcases, backpacks or any like packages are not allowed in the sale area.
20. Repairs on vehicles on the premises area are prohibited.
21. Any damage done to a vehicle in the salvage lot will be charged to the registered buyer.
22. Anyone who steals, removes or takes keys, or damages vehicles at the auction will be arrested and prosecuted to the fullest extent of the law. 5States Auto LLC will pay **\$200.00** to the person who first reports information which results in the

arrest, prosecution, and conviction of any person who steals, removes or takes keys, or damages vehicles on the auction premises.

23. States accepts cashier checks, money orders, company checks and cash. A buyers fee will apply based on purchase price. All purchases and fees must be paid by the buyer on day of auction. Amounts not paid will be subject to late fees. A \$75.00 late fee will apply for buyers fees not paid within 48 hours of auction date.

24. BUYERS FEES	1-99	\$35.00
	100-199	\$55.00
	200-299	\$70.00
	300-399	\$95.00
	400-599	\$120.00
	600-799	\$145.00
	800-999	\$165.00
	1000-1199	\$200.00
	1200-1499	\$225.00
	1500-1899	\$245.00
	1900-2999	\$295.00
	3000-3999	\$330.00
	4000-4999	\$365.00
	5000-9999	\$395.00
	10000 +	\$395.00 + 1%

25. A pull out fee of \$10.00 will be charged for all units leaving the sale lot. A loading fee will be accessed after the 5th business day. Loading can be done Monday thru Friday. 8:00 a.m. to 4:30 p.m. **NO LOADING WILL BE DONE IN THE DARK**
26. A late fee will be charged for payments not received on sale date. 2 business days grace will be allowed. \$75.00 will be accessed on the 3rd business day. This fee must be paid prior to being allowed to purchase on the next sale.
27. The buyer must pick up all purchased units by the 5th business day. A storage fee will accessed on the 6th business day of \$10.00 a day (calendar days) beginning that day. This fee must be paid prior to removing the unit.
28. **LOADING FEES:** On the 1st 5 business days there is only a pull out fee of \$10.00. On the 6th business day there will be a \$20.00 loading fee. This fee must be paid prior to removing the unit. Buyers should be aware that there will be a minimum charge of \$75.00 for any unusual or challenging loading issues.
29. **PROXY BIDDING.** Proxy bidding is available on the website as well as by phone. Proxy bidding on website ends at 6 a.m. on day of auction. If you are the winner on a unit a charge of **\$25.00** applies.