



Auction Terms and Conditions

Rancho Auto Auction
3780 Recycle Road #1
Rancho Cordova, CA 95742
Office (916) 638-8886
Fax (916) 638-1873
www.ranchoautoauction.com

Welcome to Rancho Auto Auction

As a "Buyer" with Rancho Auto Auction (RAA) you agree to be bound by the following Auction Terms and Conditions. RAA may amend these terms and conditions at any time without prior notice.

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 auction terms and conditions.
- Supply a copy of each registered bidder's driver's license or valid identification
- Supply a copy of your Dealer, Dismantler or Re-builder license
- Resale License and a completed Resale Certificate
- Exporters require additional Resale Documents. *See Office Staff for "Exporter Registration" Packet*
- Non-Dealer's require a Bureau of Auto Repair license (BAR) and/or Business license in the automotive, motorcycle, boat, or RV industry.
- Payment of the \$100 Registration Fee; registration is for one calendar year from January to December.

Authorized Bidders & Auction Attendance – RAA will issue ID cards at the time of registration for each authorized bidder. The ID card must be presented to gain admittance to the auction area and must be worn in plain view at all times while on RAA premises. The owner of account is fully responsible for all bids and charges on the account. RAA reserves the right to refuse admittance to anyone.

- Buyers requesting access to RAA's Website (www.ranchoautoauction.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.
- RAA 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.

Guests – Guests must provide a valid photo ID, be over the age of 18 and accompanied by a registered bidder at all times. Guests are allowed admittance, but are not extend buying privileges. *See Fee Schedule*

Release of Liability – Buyers and their guests irrevocably and unconditionally waive and release their rights (if any) to recover from RAA and its manager, members, lenders, employees, agents, insurance carriers, donation organizations and clients ("RAA 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 RAA's premises. Under no circumstances, including negligence, shall RAA 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 RAA 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 RAA 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 RAA's premises.

Yard Rules

1. The use of cameras is prohibited.
2. Briefcases, backpacks, purses, and any like packages are not allowed.
3. Repairs may not be performed on any vehicle on RAA property or the adjacent surface streets.
4. Anyone caught tampering with or locking vehicles will be ejected from the sale and lose bidding privileges.



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5. Anyone caught stealing, removing parts or damaging vehicles will be ejected from the sale, lose bidding privileges, arrested and prosecuted to the fullest extent of the law.

The Auction – Auction items are available for preview on the business day preceding the auction. RAA has three bidding platforms to fit your bidding needs: Live, Proxy-Bid and Live Internet using “BidCentral.”

- Live – Bid in person at our live sale.
- Proxy – Place your Proxy-Bid with “BidCentral” and let “Bidwatch” do the work for you. Proxy bids may be placed up to 8am on auction day. See Fee Schedule
- Live Internet – Bid from the convenience of your home or office using “BidCentral” on any PC Based Computer with internet access. See Fee Schedule

Auction Cancellation & Vehicle Withdrawal – RAA 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. RAA reserves the right to modify or add any terms and conditions either prior to or during the auction.

Auction Bidding – RAA reserves the right to reject or void bids at any time for any reason. RAA 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, RAA shall, at its sole and absolute discretion, determine the successful bidder, reopen the auction item, or re-list the item in the next sale. RAA may, at its sole and absolute discretion, solicit bids outside of the auction and award a vehicle as such.

- **Approval Vehicles or Call 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 placed on these vehicles. RAA 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 to another company after the vehicle has been awarded at auction. See Fee Schedule
- **Acquisitions on Clear Titles** – Any Non Dealer, Dismantlers, or Exporter awarded a clear title vehicle at auction will not receive a clear title, per California State Law, the title must be converted to an Acquisition Bill of Sale and issued in place of the clear title. The title will be converted after all auction fees have been paid; title reprocessing is approximately four (4) to twenty (20) days.

Fees – All auction items are subject to buyer and gate 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 – All vehicles must be paid for and picked up within 4 days (3 business days plus the day the vehicle was awarded), during RAA office hours of **8-4:30 M-F**. Vehicles not paid for and removed within the specified timeframe are subject to Late Fees and Storage Charges. Vehicles not paid for within 6 days will be considered “Reneged”; the vehicle will be re-listed in the next auction and the buyer will be charged accordingly. See “Reneged” on next page

- **Vehicle Release, Removal, & Loading** – Vehicles will be released after RAA 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. RAA urges buyers to remove vehicles immediately after the auction to ensure their protection. Vehicles remaining at RAA’s facility after the auction will be at the sole risk of the Buyer. RAA 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 RAA, as such; RAA will not recognize any claim of damage resulting from the general handling, pullout, or loading of the vehicle.



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- **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

Vehicle Delivery – RAA offers COD Automatic Vehicle Delivery at a substantially reduced tow rate. COD deliveries are not scheduled; the buyer must accept delivery and remit payment when RAA arrives during normal hours of 8-5 M-F. Failure to accept a delivery will result in a “Delivery Cancellation Charge,” the vehicle will be considered “Reneged” (see below) by the buyer and the cancellation of COD delivery service.

See Office Staff for Rates & Details

Reneged – 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 placed back on their account (up to the day prior to its next scheduled auction date) for an additional \$50 fee (plus all late fees and storage charges) in lieu of paying the Re-List fee. See Fee Schedule

Internet Bidding & Online Account – RAA offers Online Account access at www.ranchoautoauction.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 RAA’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.
- BidCentral is 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 and should never be considered as a replacement for bidding in person. RAA will not be held liable for any lost bidding opportunity while using this system.

Conditions of Sale – All vehicles sold at RAA 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 RAA 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. I understand that current or past due vehicle registration or other fees may exist on a vehicle and that I am responsible for any such fees.

I understand that I am 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. I have read and agree to the “Auction Terms and Conditions” and “Fee Structure” as set forth by RAA.

Rights of Privacy – I understand that the prior owner of any vehicle sold at RAA 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 RAA from any and all claims including cost of defense and shall be liable to RAA for any special, incidental or consequential damages or lost profits as a result of contacting a prior owner of a vehicle.



Registration Form

Annual Registration Fee \$100.00

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Company Name		Phone		Fax	
Business Address		City		State	Zip
Mailing Address (If Different)		City		State	Zip
Owner, President or Managing Partners Name			Drivers License		
User Name - Internet Access -		Password		Email Address	
Dealer or Dismantler License			BAR, Automotive Repair or Other License		

Automatic Delivery: YES NO **MUST BE CHECK APPROVED - SEE OFFICE FOR DETAILS**

Delivery Location

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 Rancho Auto Auction (RAA) 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. RAA may amend these or any other policy, procedures, terms, conditions, or fee schedules at any time without prior notice.

Print Name

Owners Signature

Title

Date

Please return the following completed forms to Return to RAA

- Completed Registration Form *(Original)*
- Copy of each buyers ID
- Copy of Business Licenses and Resale License
- California Resale Certificate



California Resale Certificate

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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 Rancho 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***



Fee & Information Schedule

Occupational Licensees
Effective April, 2012

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Registration Fee

\$100 Through December 31st

Late Fee

\$50 After Three (3) Working Days

Storage

\$25 Per Day After Three (3) Working Days

Not Applicable to Buyers with Automatic Delivery

Gate Fee

\$30 Per Vehicle

Loading Fee

No Charge

Internet Fee

\$35 Per Vehicle Purchased Via Website

Flooring Fee

\$25 Per Vehicle

Vehicle Finance Program - See Office for Details

Re-List Fee

The Greater of \$400 OR 15% of the Bid Amount
OR Suspension of Bidding Privileges

Transfer Vehicle to Another Buyer Account

\$80 Per Vehicle

Vehicle Delivery

See Office for Details and Rates

Delivery Cancellation Charge (Failed Delivery)

\$250

Buyer Fee Schedule

From	To	Fee
0	49	20
50	99	35
100	199	55
200	349	115
350	449	135
450	649	155
650	849	175
850	1049	225
1050	1249	250
1250	1349	285
1350	1649	310
1650	1949	345
1950	2449	355
2450 And Up		365

NSF Return Checks

\$50 Plus Bank Fees and Loss of Company Check
Writing Privileges

Duplicate Titles

\$75 Per Title if Available – Non Refundable

Guest Fee

\$30 Per Person

Additional Buyers

\$80 Per Person annually after Third (3rd) Buyer

Lost Buyer Badge

\$25 Per Badge

Acceptable Forms of Payment

Cash – Maximum of \$500 Per Day

Cashier's Check or Money Order

Preapproved Company Check

We Do Not Accept Continental Express Money Orders

Office Hours 8:00 - 4:30

All Payments Must be Received by 4:30PM

Yard Hours 8:30 - 4:30

All Vehicles Must be Picked Up And Pulled
Out Prior To 4:30 PM