

Auction Rules

1. Unless you are a licensed dealer, a \$300 cash deposit, a pictured I.D., and your social security number are required to receive a bidder number. If you do purchase a vehicle the \$300 will be applied to the purchase price. If you are a successful bidder on a vehicle and do not complete the sale, the \$300 will be forfeited. **NO EXCEPTION!!** All bidders must be registered and approved prior to bidding. Unless you are a licensed car dealer, all purchases will be CASH ONLY.
2. All vehicles consigned must be offered for sale on the auction block prior to leaving the premises. All vehicles consigned must be offered for sale on the auction block prior to leaving the premises.
3. The auction office must approve all "off block" sales.
4. Seller representations:
"GREEN LIGHT" - (Ride and Drive)
Transmission, and 4X4(if applicable), rear end, and sound motor (no knocks, no rattles, no misses, good oil pressure, no over heating) within \$400.00.

“YELLOW LIGHT” - (Good Gears) Transmission and rear end only.

“RED LIGHT” - (As Is Where Is) No mechanical guarantee of any kind- NO ARBITRATION.

5. All Vehicles sold for **\$1500.00** or less are automatically sold **“AS IS WHERE IS”**.
6. The following vehicles must be announced and sold **“AS IS WHERE IS”** - Boats, Motorcycles, Trailers, and Recreational Vehicles.
7. Regardless of selling description, the following **MUST** be announced: Cracked block, frame damage, rebuilt title, insurance dated title, theft recovery title, Lemon, police, municipal vehicles, taxi cabs, commercial vehicles, kit cars, odometers in excess of mechanical limits, miles not actual, flood damage vehicle, vehicles possessing reassigned VIN numbers and diesel conversions. **SALVAGE TITLE VEHICLES WILL NOT BE SOLD.**
8. Visible items such as body damage, equipment, tires, glass, model, etc. is **“AS IS WHERE IS”** along with any lights such as ABS, Air Bag, Check Engine, Service Soon, and brake lights.
9. Undisclosed frame damage, cracked blocks, or undisclosed rebuilt vehicles must be arbitrated with in

4 days of purchase.

10. Arbitrator's decision is final for BOTH buyer and Seller **"NO EXCEPTIONS"**

11. The Auction does **NOT** inspect vehicles delivered for the sale and seller is responsible for representation of description, condition, mileage and any statement relating to the vehicle. Buyer will be responsible for his own examination of the vehicle that will accept it in its present condition.

12. Purchaser must pay the day of the sale. Payments are to be made in **CASH OR CHECKS ONLY**. Only Licensed Dealers, with prior Auction approval, will be permitted to pay by check.

13. Any Arbitration is the day of the sale only.

14. Seller will not offer for sale any European conversion (gray market) vehicles or any vehicle which does not comply with current federal and state laws.

15. The auction reserves the right to inspect any packages and vehicles leaving or entering the Auction Premises.

16. The auction is not a party to the contract of sale. The contract is between buyer and seller. The auction acts as an agent only.

17. All vehicles consigned are subject to law enforcement agency inspections.

18. All warranties are those of the seller only. The auction makes no warranties either expressed or implied.

19. The seller should have his title present at the time of sale. If title is delivered after 30 days of sale, there will be a \$40 late title fee.

20. If title is **not at Auction** within 30 days of sale, on the 31st day, buyer has the option of returning the vehicle and will received a refund of full purchase price. If vehicle is returned for any reason, it **MUST** be in as good condition as it was when purchaser took possession of the vehicle before any money will be refunded. Before returning un-title vehicle the Auction must have a 24 hour notice of such.

21. Buyers are cautioned **NOT** to spend money on vehicles until title is received. Auction is **NOT** responsible for any charges or expenses incurred on any vehicle.

22. We do **NOT** have insurance on your vehicles!!!! All vehicles are consigned at owner's own risk. The auction is not liable for damage, theft, or stolen items, lost keys and acts of nature or any other such liabilities.

23. If the buyer chooses not to ride with the arbitrator the day of sale, the buyer's vehicle becomes "as is". No exceptions.

24. THE AUCTION RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE.

25. **ATTENTION DEALERS:** Lawton Auto Auction **DOES NOT GUARANTEE THAT THE TAGS WILL BE CURRENT ON FINANCIAL INSTITUTION REPO VEHICLES.** If any dealer sells a vehicle with a **REPO** title from a financial institution, to a private individual, and the tags are out of date, the selling dealer is responsible for bringing the tags to date.