



Policies & Procedures

Ron Kirby, Inc.

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Located at I-65 at Exit 6 - Franklin, Kentucky

Welcome to Dealers and Non-Dealers

NO CHILDREN PLEASE! For their own safety...



Red Light: "As Is" Sold without guarantee of any kind, including year model.

Yellow Light: "Caution" Listen to announcements. You are responsible.

Green Light: "Ride & Drive" Vehicle is mechanically sound within \$500 with exception for specific announcements made prior to the sale

Blue Light: "Title Absent" Vehicle sold without title present on sale night.

Non-Dealers May NOT remove vehicles until title and monies are produced. Do not remove keys. Everyone - Listen to ALL announcements, prior to sale, during sale, and read the auction policies.

Inspect prior to bidding! Please use caution while attending the auction - safety is our goal, you are responsible.

Dealers and Non-Dealers must comply with all state and federal laws. KAA has the discretion to refuse service to anyone. All vehicles consigned to auction are at the owner's risk. KAA is not responsible for theft, fire or damage to any units or any damage caused by an act of God. KAA provides a facility for the buying and selling of vehicles. This auction makes no warranties implied or expressed. All representations are those of the seller. The Buyer is responsible for listening to announcements related to each vehicle made by the Auctioneer or Selling Representative, prior to the start of the sale. The Buyer is also responsible for observing and understanding the sale lights (Green, Yellow, Red, Blue), which identify various sale conditions for the vehicle. We appreciate your business and will serve you in an honest and courteous manner. KAA strives to promote fair and ethical treatment to both buyers and sellers. Units left longer than 10 days after notification of title arrival shall be charged a reasonable \$10 per day storage charge. KAA records the auctions to ensure accuracy. Your suggestions are always important and welcomed. KAA strictly prohibits the possession of weapons by any buyer/guest/customer while on company property, including guns, knives, explosives or other items with potential to inflict harm.

Verify with Seller: "Ifs"/"Conditional Sales" – The auction may sell a vehicle on a Conditional Sale while the seller accepts or rejects the bid price. In any case, buyers must sign the Bill of Sale at the auction block and must wait at least one (1) hour while the acceptance or denial is directed. Some Conditional Sales may not be confirmed or denied until the following day. Buyers are not obligated to wait past one (1) hour, unless they choose to.

Test Drive: You must first be the successful bidder of a unit that sells "Ride & Drive." Dealers and Non-Dealers have one hour after the sale of the unit to test drive. Simply deliver your yellow copy of the Bill of Sale to the guard prior to the drive. Retrieve your copy upon drive completion. Non-Dealers will have provided drivers license before test-drive and must drive on Kirby Auction property. Even if vehicle sells "Title Absent," or "Verify with Seller," vehicle must be test driven on sale night within the hour. No Exceptions. Only visit Arbitration if the unit has a mechanical problem.

Arbitration: Auction reserves the right to assess an arbitration fee - if the arbitrated claim is deemed not valid or too frivolous, the buyer will be assessed. If the arbitration is valid, a fee may be assessed to the seller for knowingly omitting an announcement. The decision of the Arbitrator is final and binding on both the buyer and seller. Any vehicle sold "As Is" is or less than \$1000 without a Ride and Drive is not arbitrable. Vehicles sold AS IS are still subject to state and/or federal laws.

A vehicle must meet the following requirements:

- Vehicle must have sold for over \$1,000 under the Green Light; (Ride and Drive)
- Vehicle must be found to have mechanical defects over a \$500 repair cost, individually (to be determined by the Arbitrator);
- Arbitrator must be made aware of the problem within one (1) hour of purchase on sale night;
- "Airbag" and ABS lights must be announced, if not vehicle may be turned down;
- Jeep™ rear-ends are not arbitrable. Visible defects, electrical equipment, "check engine" lights are not arbitrable.

Exclusions:

- Noise and Inherent Conditions: No arbitration can be based on noises or conditions that are inherent or typical to a particular model or manufacturer, unless deemed "excessive" by the arbitrator.
- Manual Transmissions: Vehicles with standard transmissions cannot be arbitrated for manual clutches unless the defect will not allow a safe test drive.
- As-Is: Any vehicle sold "AS-IS" is NOT subject to mechanical, electrical, or cosmetic arbitration.
- Unsafe vehicles: Auction reserves the right to reject any vehicle that management judges to be unsafe.

Dispute: No bids are withdrawn after the Auctioneer accepts it. If you dispute a bid, advise the Auctioneer immediately or it is understood you placed the bid. Auctioneer may resell that vehicle or may allow the back-up bidder the winning bid, or may sell the vehicle to whom he believes made the last bid. The decision of the Auctioneer is final.

All Sales Final. Once you pay for and drive a vehicle out, it is yours. The only possible exceptions for Return are those units diagnosed by the Arbitrator as units with odometer discrepancies, undisclosed salvage histories, frame or flood damage. These problems must be reported and the unit returned to the Auction within 7 days of purchase. Any rebuilt vehicle may not be returned or Arbitrated. Day of sale is 1 day. No exceptions. Rebuilt vehicles may not be returned for frame or unibody damage, mileage discrepancy, air bags - these are AS IS.

Selling Vehicles

Auction Each Tuesday - 6:00 p.m. (CST)

- All sellers must represent units honestly.
- All frame, flood, hail damage, broken odometer, previous salvage, rebuilt, taxi, police, no air bag, ABS, must be announced. Sellers are liable for vehicles with tampered odometers, whether directly or indirectly involved.
- For Dealers - if in 30 days title is not produced on a Title Attached transaction, the buyer is entitled to a refund of purchase price only. If a vehicle is returned for misrepresentation or no title, seller is responsible for buy/sell fees.
- For Non-Dealers - the name on the front of the title is who must be here to sell the vehicle - present your lien--free title and a non-refundable \$25 cash registration fee.
- Any seller not providing a transferable title on a sold unit will be charged a title attached fee. Sellers are responsible for negotiable titles. Titles must be correctly assigned by dealers, and dealer assigned by Kentucky dealers.
- Kentucky selling dealers are responsible for all property tax on vehicles sold through KAA.
- Please remove units in a timely manner to avoid \$10/day storage charge.
- KAA is not responsible for antifreeze and other fluids – this is the seller's, then buyer's responsibility.
- Absolutely no vehicle will sell without a VIN plate.
- Those units sold "as is," frame, flood or unibody damage cannot be rejected for a defect. The sale has been made.
- Rebuilt vehicles may not be returned for frame or unibody damage, mileage discrepancy, air bags - these are AS IS.
- A manufacturer's warranty may or may not exist on a vehicle – this is irrelevant to transferring ownership through KAA.
- Units selling for \$1,000 or less are AS IS. However, should the seller extend a Ride & Drive, then the car becomes arbitrable. Vehicles sold AS IS are still subject to state and/or federal laws.
- Any unit other than a vehicle will sell AS IS.
- Sellers may receive checks on sale night or as late as Thursday afternoon as non-dealers have until Thursday afternoon to complete payment.
- You represent your vehicle. You are responsible for ensuring all odometer, year, model and any other pertinent information is announced.
- **KAA will refuse service to any dealer or non-dealer for outside sales by-passing the auction.**

Buying Vehicles - Non-Dealers:

1. Register to bid by depositing \$300 CASH at registration (\$300 per unit successfully bid on) and presenting valid U.S. driver's license or valid international driver's license. One guest per registrant only.
2. The name and address presented at registration will appear on your title if you are a successful buyer.
3. Upon registration, provide accurate identification with current address and daytime telephone number.
4. A \$50 fee will be assessed for any change in name and address after registration.
5. Non-Dealers (& Dealers) must abide by auction policies and sign agreement stating that fact.
6. The Auction cannot provide temporary tags. The notarized Bill of Sale is provided as proof of ownership until buyer completes the title transfer AS SOON AS POSSIBLE or within 5 days at their county clerk or DMV. At that time purchaser will pay fees for transfer, tax and tag.
7. All vehicles sold \$1,000 and under are AS IS, unless the seller offers a Ride & Drive announcement.
8. After final bid of the vehicle, you may pay sale night or by Thursday afternoon in cash. If you do not tender the amount due by Thursday, you forfeit the \$300 deposit.
9. The Buyer is responsible for listening to announcements related to each vehicle made by the Auctioneer or Selling Representative, prior to the start of the sale. The Buyer is also responsible for observing and understanding the sale lights (Green, Yellow, Red, Blue), which identify various sale conditions for the vehicle.
10. When buying a "Title Absent" vehicle, non-dealers may not remove the purchased vehicle from the premises until title is produced. The buyer should receive title on or before 30 days; if title is not produced, the buyer is entitled to be refunded the sales price + the buy fee.
11. All units (boats, ATVs, tractors, etc.) other than vehicles sell "As Is."
12. Non-Dealers will have provided driver's license before test drive and must drive on Kirby Auction property. Even if vehicle sells "Title Absent," vehicle must be test driven on sale night. No Exceptions.
13. Do not remove keys from purchased units.
14. If Registrant is an unsuccessful bidder, the \$300 CASH deposit is refunded.
15. Units left longer than 10 days after notification of title arrival shall be charged a reasonable \$10/day storage charge.
16. The Auction will phone the buyer AS SOON AS TITLE IS PRESENTED TO THE AUCTION. Do not call the seller – the auction will phone you immediately.
17. No Children under 14 years of age. No Exceptions.
18. If you are a successful bidder, it is advisable that you do not spend excessive money on the vehicle until you receive a new title with your name from your state.
19. Pay attention to mileage: it will be ACTUAL, or In Excess of its Mechanical Limits, or True Miles Unknown (TMU) = odometer discrepancy.
20. Please read and familiarize yourself with these and general auction policies regarding auction lighting system, Title Absent, Verify with Seller / Conditional Sales ("IFs"), Arbitration, Disputes, as presented on other page.

Non-Dealer Buy and Sell fees:

- Up to \$2,000 = \$200 per unit
- \$2,001 - \$5,000 = \$250 per unit
- \$5,001 - \$10,000 = \$300 per unit
- \$10,001 - \$25,000 = \$400 per unit
- \$25,001 and over = \$500 per unit

Post-Sale Inspections (PSI) are an aid to help non-dealers and dealers have confidence when buying a Ride and Drive vehicle at Kirby Auto Auction. All items checked in the Post Sale Inspection are guaranteed for 24 hours after the sale. If an item or part that was inspected fails during that period, the item will be replaced or repaired at Kirby Auto Auction's option. Vehicles challenged for issues must have 75 miles or less accumulated on the odometer between the time of inspection and the challenge date. The Post Sale Inspection is not a buy-back policy but a guarantee of the operation and function of the items inspected. The PSI fee of \$50 is paid sale night. For full terms and conditions, please see Post Sale Inspection Policy.