

Welcome to Z66 Auto Auction!

On behalf of the entire staff at Z66 Auto Auction we would like to take this opportunity to welcome you as a new customer. We are thrilled to have you with us! At Z66 Auto Auction we pride ourselves on offering responsive, competent, and excellent service. Our staff will be anxiously waiting to assist you in any way we can.

Please complete and sign all registration forms and feel free to drop them off, fax, or email. Registration will also require a copy of your dealer's license, driver's license, and a salesman license (if you are an Oklahoma dealer). The final step in our registration process is to sign a copy of our policies and procedures as well as a power of attorney for title purposes.

Our customers are the most important part of our business and we are happy to help with any questions or concerns you may have. Again, thank you and welcome to Z66!

Sincerely,

The staff of Z66 Auto Auction

Office: 918-794-0660 Fax: 918-794-0740 66 N Mingo Rd Tulsa, Ok 74116



Power of Attorney

The undersigned and its subsidiaries hereby duly appoint Z66 Auto Auction, located at 66 N. Mingo Rd, Tulsa Ok 74116, through its authorized employees and agents, to act as our Attorney-In-Fact to sign all paperwork and documents that may be necessary pertaining to the sale and subsequent title transfer of the vehicles consigned by the undersigned to Z66 Auto Auction for its auction of the vehicles pertaining to the purchase of vehicles by the undersigned, including without limitation, any title, title transfer document, reassignment of odometer disclosure statement as required by federal law.

In consideration of Z66 Auto Auction's agreement to execute such documents on behalf of the undersigned from time to time, the undersigned shall indemnify, defend, and hold harmless Z66 Auto Auction, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from and against any and all loss, damages, liability, claims, cause of action, and expenses of whatever kind and nature, arising from execution by Z66 Auto Auction or its employees or agents of any certificate of title, odometer statement, bill of sale, or other document necessary to transfer ownership of consigned vehicles. Notwithstanding the foregoing, nothing contained herein shall be construed to require the undersigned to indemnify Z66 Auto Auction its affiliates, negligence or willful misconduct of Z66 Auto Auction or its employees or agents.

This Power of Attorney shall be effective as of the date signing hereof on behalf of the undersigned and continue until full force and effect until terminated by the undersigned in its sole discretion.

This Power of Attorney supersedes any previous authorization to act as agent and attorney-infact for the undersigned.

Company Name:	<u>ë</u>	
Signature:		
Print Name:		
Acknowledgement		
Date:		
Subscribed and Sworn before me thisday of	20	
Notary Signature:		



Policy and Procedure Agreement

I, (owner/officer), of and for _	(company), do agree
and verify by my signature below:	

- 1. I have received a copy of Z66 Auto Auctions policies and procedures.
- 2. I have read and fully understand all of the policies and procedures given to me by Z66 Auto Auction.
- 3. I hereby agree to abide by and keep all policies and procedures set forth therein.

Z66 AUTO AUCTION 66 NORTH MINGO ROAD TULSA OK 74116 PHONE: 918-794-0660 FAX: 918-794-0740 <u>www.z66aa.com</u>

POLICIES & PROCEDURES

- 1. All dealers must be licensed by their state, and registered at this auctions before doing business. Dealers should try to register in advance of sale day to expedite registration.
- 2. Z66 will issue bidder badges which will be used for admittance and all transactions.
- 3. All units purchased must be test driven and paid for by the end of the business day.
- 4. Buyer must pay for vehicles the day of the sale. Checks will be held until title comes in. A single check written for multiple vehicles will be deposited when first title arrives.
- 5. All titles submitted by seller must be in the seller's company name.
- 6. All transactions must clear through the office.
- 7. No vehicle will be offered for sale that has an altered or missing VIN plate.
- 8. Buyer is responsible for verifying serial number, model year, and mileage reading on all purchases before leaving sale. Seller is responsible to insure a vehicle is properly offered for sale at the block. The auction will not be responsible for administrative error.
- 9. It is the seller's obligation to correct any errors make by the auction as to announced "Conditions."
- 10. The auction does not guarantee the year of any foreign car, house trailer, motor home, boat, boat motor, antique, dune buggy, or motorcycle. Satisfy yourself before settlement, as the auction will not become involved in any subsequent dispute.
- 11. All cars must have a gate pass before leaving premises.
- 12. "IF" sales are binding until END OF BUSINESS, SALE DAY. After this time period "IF" sales may be refused by the buyer.
- 13. "OUTSIDE SALES"- The auction will not become involved in any arbitrations procedures or be responsible for any defects on units sold outside of the sale.
- 14. The auction does not guarantee any warranty books or plates.
- 15. No foreign titles accepted.
- 16. Frame damage or frame repair must be announced on any and all units sold failure to do so will void sale.
- 17. The auction reserves the right to void any transaction.
- 18. The auction will require a seller to take back any vehicle with a document odometer roll-back problem.
- 19. Cars are left on the auction premised at owner's request and risk. The auction shall not be held responsible for loss or damage even though the keys and car may be placed in the auction's custody for services which are made available to customers on these terms
- 20. Any customer responsible for bringing a retail customer to the auction will be subject to being barred.

ARBITRATION POLICY

GREEN LIGHT VEHICLES

Subject to Arbitration – Unless Announced

\$85.00 fee will be charged to the loser of the arbitration

1. MOTOR – Any part inside the motor is subject to arbitration with the exception of lifter noise. EXAMPLES: Rod Knock-Head Gasket-Intake Gasket – etc. Any part that bolts onto the outside of the engine is not arbitratable.

- A buyer will now be able to arbitrate a vehicle for an engine miss: HOWEVER, the only
 mechanical part of the engine parts. Z66 will have a compression test done on the engine, if
 the engine passed the compression test done on the engine, if the vehicle will NOT be turned
 down and the sale will NOT be voided. If the engine fails the compression test then the
 vehicle will be turned down and the sale will be voided. If the engine fails the compression
 test then the vehicle will be turned down and the sale will be voided. ANY EXTERNAL ENGINE
 PARTS CAUSING A MISS WILL NOT BE ARITRATABLE. The new policy is intended to protect a
 buyer from buying a "green light" vehicle that has a miss due to a dead cylinder.
- Lifter noise is not arbitratable
- Any vehicle on a green light must have proper fluids in the engine
- Transmission Slip/Slow/Hard/No Shift
- Rear-end Gear noise only
- 2. Drive -trains on front wheel drive and four wheel drive.
- 3. Odometer working Day of the sale only.
- 4. Air Bags Deployed Day of Sale Only No arbitration for air bag light.
- 5. Any arbitration price adjustment eliminated arbitration for further mechanical defects.
- 6. Frame damage for frame repairs must be announced. Frame damage or frame repair (not including frame damage resulting from accident) must be reported to the auction within 7 days after purchase
- 7. Any unit unsafe to drive is arbitratable.
- 8. No arbitration on the following: power accessories-ends back lash, convertible tops, CV joints, air conditioning, or brake wear.
- 9. The auction will be responsible for transportation or other expensed on the returned vehicle
- 10. No Arbitration on CVT Transmissions unless unit will not pull itself.
- 11. No Arbitration on Diesel Motors/ Exhaust.
- 12. No Arbitration on 5.4 3 valve motors.
- 13. No Arbitration will be accepted on anything considered a wear and tear item. Including but not limited to (timing chains, belts, tires, lights, hoses).
- 14. \$1000 threshold for repairs on any one item.
- 15. Automatic red light \$2500.

"IF SALES"

It is the buyer's responsibility to find out the results on any "IF" sale – for the buyer to have the option that they will not pay for a vehicle that they were not aware of purchasing on an "IF" sale is not acceptable with the Auction, if the "IF" sale was sold on Auction day the buyer will be required to pay for the unit.

LATE TITLE/CAR RETURN POLICY

<u>Oklahoma Law</u>: By Oklahoma law, the seller must produce a title within 30 days of sale. After 30 days, the buyer has the option to bring the vehicle back for a full refund of the actual purchase price.

- 1. The seller has until the end of business on the 30th calendar day to provide the buyer a title.
- 2. The buyer must give 1 business day notice before returning a vehicle for late title and must verify with the auction that a title is not present at the actual time of return.
- 3. If a title has been received by the auction <u>before the actual return of the vehicle</u>, even if on the same day, the buyer must accept the title and keep possession of the vehicle.
- 4. Upon returning a vehicle, the buyer must present the keys to the vehicle to the front office.
- ANY MONIES SPENT ON ANY VEHICLE BY THE BUYER BEFORE THEY RECEIVE A TITLE WILL BE AT THE COMPESTE RISK OF THE BUYER. THERE IS NO GUARANTEE OR REFUND ON ANY MONEY SPENT ON A RETURNED VEHICLE.

TITLE RULES

- 1. Oklahoma dealers cannot reassign an out-of-state title. If an Oklahoma dealer brings an out-ofstate title to the auction they must also bring a completed Vin Inspection and Oklahoma Reassignment along with the out-of-state title. Indian titles are considered out-of-state-titles.
- 2. Any title brought in with a seller's signature already signed must be notarized. The auction CANNOT notarize an individual's signature where the individual is not present.
- 3. All titles with a lien entered on the face of the title must have the lien release attached.

LIGHT SYSTEM

Green Light - "Ride & Drive" - subject to all arbitration policies.

<u>Yellow Light</u>- "Announced Exceptions" – selling dealer must announce exception to the vehicle. All arbitrations rules apply except the "announced exceptions".

<u>**Red Light**</u>– "As is" – sold with no arbitration except for a problem with the title being branded or late or if vehicle has frame damage or if air bags are missing from vehicle.

BUYERS

Please examine cars before bidding and be familiar with all announced conditions of the unit. Cars should not be road tested until buyer has the proper sales receipt for release from the lot. Do not test drive until on lot. Please examine the serial number plate, and the mileage reading before leaving the sale. Listen to all calls at the block, look at all visible items. We suggest that you not sell or repair vehicle until title is received; there are no guarantee for reimbursement on monies spent on the vehicle.

• It is the buyer's responsibility to follow through on the final result of any "if" sales.

SELLERS

Please have your units on the premised as early as possible, avoiding the last minute rush. Vehicles which are unsafe to operate will not be run through the auction lanes. Please represent your cars accurately and fairly. Be sure each vehicle has enough fuel to be test driven.

REGISTRATION PROCEDURES

Telephone Registration: Monday-Friday 9:00 – 5:00pm.

Sale Day – Friday

- A. Please arrive one hour before until is scheduled to run.
- B. Please have driver stay with unit until it is numbered and registered. Make sure driver knows the year and dealer's company name for his unit. Sellers are responsible to insure all detailed information (year, make, model, engine, equipment etc.) is properly represented. The auction will not be responsible for errors involving information provided by the seller.

ODOMETER POLICY

GREEN LIGHT UNITS

Sellers must announce from auction block the following:

- 1. If odometer is not working properly.
- 2. If he has any knowledge that mileage on vehicle is different than mileage on odometer (not actual miles).
- 3. Mileage in excess of mechanical limits.
- 4. Broken odometers, not actual miles, and mileage in excess of mechanical limits are specific conditions and must be announced as separate conditions at the time of the dale as the condition warrants.
- 5. Odometer readings must be in mileage, not kilometers.
- 6. Vehicles ten years or older mileage is EXEMPT. The auction will not become involved in mileage disputes on exempt vehicles.
- 7. There are no required odometer announcements on "Red Light" vehicles.

POST SALE INSPECTIONS

- P.S.I.'S will only be specific to and include the same details as our arbitration policies.
- PSI Fee \$85.00
- No PSI on vehicles 10 years or older
- Must have less than 120,000 miles for a PSI
- No Arbitration on Diesel Motors & Exhaust
- No Arbitration on TMU or Auto Check results for exempt vehicles.
- Good for 3 days or 75 miles.