

Welcome  
to the  
**Columbus Fair  
Auto Auction!**

Here is an explanation of our light system and  
buyer and seller guidelines

If you have questions, our dealer services  
representatives will answer them.

Thank you for choosing our auction!

Remember,  
**Make Every  
WEDNESDAY  
COLUMBUS DAY !!**



4700 Groveport • Obetz, Ohio 43207

**(614) 497-2000**

Fax (614) 497-1132

[www.cfaa.com](http://www.cfaa.com)

**DEALERS ONLY**

## A) General Guidelines

1.) Columbus Fair Auto Auction, Inc. (CFAA) makes no representations or guarantees as to the description, equipment, warranties, title status/accuracy or odometer on any vehicle sold or offered for sale. CFAA does not guarantee or get involved in any factory or dealer warranty coverage issues on vehicles sold or offered for sale. Please refer to CFAA's general policies and sales contract (block ticket) for further information.

2.) CFAA is a **DEALER ONLY** auction. No retail customers are permitted on the premises. CFAA reserves the right to interpret, apply or waive any or all of these policies at its discretion and according to the circumstances surrounding each transaction. CFAA also reserves the right to deny anyone admission to CFAA property or the right to conduct business at CFAA facilities for any reason at CFAA's sole discretion.

3.) Information in Dealer Handouts, advertising, promotional materials and consignment or vehicle lists is for reference purposes only and must be verified by the buyer prior to sale. Such information is subject to last minute changes. **Errors or omissions in these materials are not grounds for arbitrating a transaction.**

4.) Certain consignors sell under their separate arbitration guidelines. These guidelines will be posted in the sale lanes and in individual handouts for these consignors.

5.) CFAA will not be responsible in any way for odometer statements issued by sellers. Odometer discrepancies are the financial responsibility of the seller regardless of when any discrepancy is discovered.

6.) Vehicles that have any of the following defects, (14 day items: frame damage, flood damage, fire damage) (7 day items: alternative fuel, mechanical/digital odometer) conditions or discrepancies that were not disclosed or announced at the time of the sale, regardless of the "light" they were sold under or guarantee offered, must be reported to the CFAA within 14 days or 7 days after the vehicle was sold at CFAA in order to be eligible for arbitration. Vehicles must be returned to CFAA in the same or better condition than when purchased. Expense reimbursements will be at the sole discretion of CFAA and will, at all times, be limited to reasonable and documented expenses and transportation only. Lost profit, commissions, floor-plan expenses, etc. will not be reimbursed. **For purposes of calculating any time period in this section, the day of the sale counts as the first day.**

# Call Columbus Fair!



<b>General Information</b> <b>614-497-2000</b>	<b>Fax</b> <b>614-497-1132</b>
<b>John Sorrick</b> .....497-5467 <i>Arbitration Manager</i>	
<b>Andy Wood</b> .....497-5422 <i>Arbitration/Mechanic Shop Manager</i> .....Cell 519-9207	
<b>Denny Heller</b> .....497-5445 <i>Chief Operating Officer</i>	
<b>Chuck Dearing</b> .....497-5463 <i>Assistant Operations Manager</i>	

**www.cfaa.com**

**FAX on Demand - 7 days  
24 hours**

**1-888-815-2502 Toll Free**  
 #100 - Library                      #6 - Lane Breakdown  
 #5 - Map                                #7 - Calendar of Sales

4.) Seller will be responsible for transportation charges and all CFAA fees on vehicles returned because of late title.

5.) After 28 calendar days, CFAA reserves the right to void all transactions if negotiable title is not received from the seller.

6.) Any vehicle that is on an MSO must be announced.

7.) Titles forwarded by CFAA to the buyer and not received (lost in the mail) will be replaced by CFAA and do not constitute grounds for a "late title" rejection.

## J.) Post Sale Inspections

1.) Buyers having vehicles Post Sale Inspected have seven days (Ride & Drive) or three days (Auction Guarantee) to arbitrate for discrepancies covered by CFAA's Arbitration Policy. Sale day is considered to be day #1. **CFAA reserves the right to repair any arbitratable fault of the vehicle, keeping the Buyer bound to the sale.** At CFAA's discretion, if the vehicle cannot be easily or promptly repaired, CFAA will cancel the sale of the Post Sale Inspected unit. Vehicles cannot be arbitrated if the fault found with the vehicle would not have been guaranteed by the sale day Arbitration Policy.

2.) All arbitrations on Post Sale Inspection vehicles are valid. Some of these inspections may not be performed until the morning after the sale. This will not invalidate the arbitration due to the time constraints mentioned in this policy.

3.) It is the Buyer's mandatory obligation to notify CFAA Management of any arbitratable items Buyer becomes aware of within the time frames listed below or post sale warranty will be voided. The warranty for any full post sale inspection is as follows:

a.) "Ride and Drive" vehicles have until the following Tuesday at 5:00 PM.

b.) "Auction Guarantee" vehicles have until Friday week of sale at 5:00 PM.

c.) Frame only Inspection is \$55.00 to \$80.00 based on sale price. \$0-\$10,000 = \$55.00; \$10,000-\$20,000 = \$65.00; \$20,000+ = \$80.00.

d.) Frame and Mechanical check is \$75.00 to \$100.00 based on sale price. \$0-\$10,000 = \$75.00; \$10,000-\$20,000 = \$85.00; \$20,000+ = \$100.00.

7.) Any vehicle that the CFAA authorizes for return must be returned in the condition in which it left. Vehicles returned to CFAA for lack of title, frame or flood damage, odometer discrepancy or previous salvage or similarly branded title or mechanical reason, will become the responsibility of the Seller and the Seller will pay both Buyer and Seller sales fees.

8.) At times, the need arises for an outside evaluation of a vehicle. The vehicle will be sent to a franchised dealership for the make of vehicle involved. If the third party evaluation is in agreement with the CFAA, the expense of the evaluation will be the responsibility of the requesting dealer along with a \$100 arbitration fee.

9.) In the event there is a discrepancy on price, how a vehicle was represented or bidder number/buyer, the **audio or videotapes, as interpreted by CFAA**, will be the determining factor.

10.) Data received from vehicle history information services (i.e. Carfax, Autocheck, Etc...) is not, in and of itself, proof of a defect in a vehicle, its title history or odometer status and will not be considered grounds for arbitration.

11.) **CFAA will not be responsible for any items left on or in any vehicles.** This includes, but is not limited to, items such as removable radios, telephones, add-on electronics, navigational disk, owner's manual, key-fobs, TV's, VCR and DVD players, and all personal items.

12.) CFAA will make every effort to promptly notify the Seller of any request for arbitration. CFAA's failure to notify the Seller of a valid arbitration request within the time guidelines mentioned in this policy does not invalidate the arbitration.

13.) The following vehicles cannot be offered for sale:

a.) A vehicle with an altered or missing V.I.N. plate

b.) A vehicle with a salvage title

c.) Grey market vehicles (those vehicles not originally manufactured for sale in the United States).

d.) Vehicles without a clear title, (i.e. having no lien or encumbrance, or a title not issued by any State within the United States of America.)

14.) Chrysler products with differential repairs and/or defects are not eligible for arbitration, regardless of seller.

15.) The CFAA reserves the right to assess a \$100 arbitration fee to the Seller if an arbitration claim is deemed to be valid due to an unannounced condition and the seller resells the same unit and does not announce the same or similar condition.

16.) "IF" sales of Dealer consignment vehicles must be finalized within one (1) hour after the sale. "IF" sales in the lease sale must be finalized within two (2) hours. If the "IF" sale is not approved by the Seller within the above mentioned time periods, the Buyer may choose to rescind the bid. This must be finalized prior to the Seller accepting said bid and communicated in writing through the Customer Service Desk between lanes 3 & 4.

17.) CFAA reserves the right to extend the arbitration period to the following day at noon for any "special" sales as designated by CFAA. It is the Buyer's and Seller's responsibility to confirm the arbitration period for any "special" sales.

## B.) Sale Light System

1.) The light system at CFAA is used to describe the condition and/or announcements related to the vehicle being sold. The lights are as follows:

a.) **Green Light – "Ride and Drive"**: The vehicle is sold "Ride & Drive" needing less than \$500 (wholesale cost per repair item) for internal components of the engine, transmission, differentials, and 4X4. The vehicle is subject to arbitration until 5:00 PM Friday, week of sale.

b.) **Yellow Light – "Announcement"**: The vehicle is sold with an announcement. The buyer should ask the Auctioneer to repeat the announcement before bidding on the vehicle.

c.) **Blue Light – "Auction Guarantee"**: The vehicle is sold with an "Auction Guarantee" only. The lower engine, transmission, differential and 4X4 are subject to arbitration sale day only. No vehicle warning lights will be covered under the "Auction Guarantee". (ABS, Air Bag, Service Engine Soon, etc...)

d.) **Red Light – "AS-IS"**: The vehicle is sold "100% AS-IS." The buyer receives a non-salvage negotiable title, accurate odometer statement and a non-flood, non-damaged frame/unibody. Unless otherwise announced, vehicles sold with over 100,000 miles, "True Miles Unknown", for \$3,000 or less or 8 years old or older are sold AS-IS.

2.) The Blue Indicator Light on the block display advises whether the title is present at the time of sale. If the Blue Light is illuminated, it means the title is not present and the vehicle is being sold "Hold Check for Title".

3.) The Seller understands that the sale lights are a binding representation of vehicle condition, and is, therefore, responsible for ensuring that Seller's vehicles sell under the correct lights in the lanes.

vehicle was manufactured in Canada for the Canadian Market, the Manufacturer is required to obtain and affix a U.S. Safety Standard Certification Label to the vehicle.

2.) Sellers must inform CFAA that a vehicle is a Canadian vehicle at time of registration and must disclose that to the buyer in writing as an announced condition on the block ticket.

3.) If a vehicle was manufactured in Canada for the U.S. Market, there must be a Manufacturer's Certification Label affixed to the vehicle. This label must clearly state the vehicle was in conformance with U.S. federal safety standards on the date of manufacture.

4.) All Canadian vehicles must be announced. Non-announced Canadian vehicles can be returned within 14 days.

## I.) Title Policy

CFAA guarantees the title of vehicles that are sold through its facilities. This guarantee warrants that the title shall be marketable and free and clear of all liens and encumbrances, including any brand such as 'salvage,' noted upon the current or any prior certificate of title, at the time the vehicle is sold through CFAA and for a period of 4 years from the date of the sale. CFAA's liability under this title guarantee shall never exceed the CFAA sale price of the vehicle and this maximum amount shall be reduced by 2% per month following the sale date. All liability under this title guarantee shall expire and terminate 48 months after the CFAA sale date. Buyers are cautioned not to sell or spend money on any vehicle until the title is received. **CFAA will not be responsible for any expenses incurred on vehicles returned for late title.**

1.) Seller has up to 10 calendar days for the title to be received by CFAA. (Sale Day is Day 1).

2.) Titles received after 10 calendar days are subject to a \$25 per week (from sale date) late title fee. All expenses to obtain the title will be charged to the Seller.

3.) If the Buyer fails to receive a title within the 10 calendar day period, the vehicle may be returned after verbal notification has been given to the Arbitration Department. Buyer must return the vehicle in like or better condition than when purchased and must bring keys to the Arbitration Department upon arrival. If a valid negotiable title is presented prior to the return of the vehicle, the transaction will stand.

d.) Core supports are not arbitratable.

2.) **Flood and fire damage, 14 day** – As defined by CFAA with reference to the NAAA standards.

3.) **Alternative fuel engines, engine conversions and replacements, 7 day** –

a.) Fuel/engine conversions and alternative fuel vehicles (i.e. propane, natural gas, etc.) all year models.

b.) Engine replacements – 5 year old vehicles and newer.

## G.) “AS-IS” Vehicles – Sold under RED LIGHT

Vehicles that meet any one of the following conditions are sold “AS-IS” and are NOT subject to arbitration for ANY reason, except frame/unibody, title, flood, odometer discrepancies, and mandatory announcements, unless specifically guaranteed by the Seller.

1.) Any vehicle announced “AS-IS”

2.) Any vehicle sold for \$3000 or less.

3.) All vehicles with more than 100,000 miles or TMU

4.) Vehicles 8 years old or older

5.) Recreational vehicles, boats, buses, motorcycles, dune buggies, trailers, snowmobiles, jet skis, antiques, and kit cars. These vehicles are also exempt from arbitration for frame/unibody damage, mileage/hours.

6.) Vehicles pushed or towed through the auction lane

7.) All vehicles sold on the Tow Line are sold strictly “AS-IS”. Tow Line vehicles are not subject to arbitration except for title and mileage issues.

8.) All vehicles sold in the Public REPO Sale are sold strictly “AS-IS.” REPO Sale vehicles cannot be arbitrated for frame, structural or flood damage. REPO Sale vehicles can only be arbitrated for title and mechanical odometer discrepancies.

## H.) Canadian Vehicles

1.) Only vehicles made in North America for Canadian use and properly converted to U.S. specifications can be sold at CFAA. If a

4.) The buyer is responsible for listening to and understanding the announcements made on a particular vehicle prior to making a bid. The buyer is also responsible for knowing the light condition(s) under which the vehicle is being sold.

## C.) Seller Responsibilities

1.) You must write your dealership name and computer number on the left side window of your vehicle before leaving it in registration.

2.) If you have the title to the vehicle you are selling, please turn it into the front office before offering the vehicle for sale. This will speed up payment to you. Vehicles sold **HOLD CHECK** will not have a check printed until title is turned into the front office.

3.) Any announcements you wish to make must be made by the auctioneer. It is the Seller’s responsibility to make sure the window hanger and paperwork is correct and that all announcements are on the paperwork **prior to signing**.

4.) You must accurately represent the vehicles you are selling. If a defect is known, announce it before you sell. If you have a vehicle arbitrated for any reason and resell the same vehicle without an appropriate announcement, you will be subject to a \$100.00 fee.

5.) Odometer status must be accurately described. (Actual miles, Exceeds Mechanical limits, or Not Actual Miles).

6.) Seller will be held responsible for the accuracy of any representations (verbal or written) made by Seller or Auctioneer at the time of sale, independent of vehicle “light” designation or guarantee offered.

7.) The Seller is responsible for announcing all title & odometer discrepancies including:

- a.) True Miles Unknown (TMU)
- b.) Broken or Replaced Odometer
- c.) Salvage or Previous Salvage Title
- d.) Theft Recovery
- e.) Manufacturer or Lemon Law Buybacks
- f.) Donated or Charity Vehicles
- g.) Former Taxis and Livery Vehicles
- h.) Government or Municipal Vehicles
- i.) All non A/C equipped vehicles
- j.) 2WD SUV’s must be announced

8.) The Seller is responsible for all documented expenses incurred by the Buyer (excluding profit, commissions and detail

charges) on vehicles arbitrated for unannounced conditions not detectable through vehicle inspection (i.e. stolen vehicle, odometer, title discrepancy).

9.) The Seller has the responsibility to announce any state or local DMV fees, taxes or other fees due (MSO) on the vehicle.

10.) You must announce paint work on current model year vehicles. CFAA recognizes model year changes on January 1.

11.) Be aware that you, as the Seller, are responsible for all vehicles sold "Ride & Drive" until 5:00 PM Friday week of sale.

## D.) Buyer Responsibilities

1.) You must have your CFAA issued bidder badge, as well as your buyer card. Only dealers with bidder numbers will be permitted into the sale arena. Retail customers and/or guests are not permitted on the premises of CFAA. Failure to comply with these rules could jeopardize your dealership's privileges at CFAA.

2.) Inspect the vehicle before you buy. Obvious to the eye defects will not be grounds for arbitration. (i.e. windshields, prior or existing damage, hail damage, etc.). **Vehicles with obvious body damage will not be considered for frame arbitration in the damaged area.**

3.) The Buyer will follow the Auctioneer's cadence on price. Any misunderstanding concerning price must be addressed at the drop of the Auctioneer's hammer.

4.) The Buyer will notify CFAA immediately of any discrepancies as to Seller's representations, warranties, or descriptions. Please be aware that items written on a vehicle by the Seller are a representation and subject to arbitration. Arbitration will be limited to the specific defects described by the Buyer requesting arbitration.

5.) The Buyer agrees to be liable for any and all work done to a vehicle prior to returning the vehicle to the CFAA except on vehicles arbitrated for unannounced conditions not detectable through vehicle inspections (i.e. stolen vehicle, odometer, title discrepancy).

6.) The Buyer agrees that vehicles returned to the CFAA must be returned in the same or better condition than when purchased. Buyers may be charged for excessive mileage and/or damages, which will be determined by the CFAA.

7.) NON-Announced manual transmission vehicles are not arbitratable for lack of announcement.

## E.) Sale-Day Arbitratable Items

1.) The following guarantees by the Seller apply for the day of sale only, unless announced differently at the time of sale:

a.) **Any single defect** of a non-wearable item that has a wholesale repair cost of \$500 or more is arbitratable. Single defects of less than \$500 are deemed minor and not arbitratable.

b.) **Air Conditioning** - Compressor engagement is guaranteed on current model year and one model year old vehicles.

c.) **Engine Computers** are **not** guaranteed.

d.) **Engine sludge** is not arbitratable.

e.) **Paint & Bodywork** must be announced on current model year vehicles.

f.) **Supplemental restraint systems (SRS)** are present on all vehicles manufactured with such systems. Any SRS warning lights, which are on or inoperative, must be announced.

g.) **All OEM** or equivalent emission control equipment is present.

## F.) 7 and 14 Day Arbitratable Items

Vehicles that have any of the following defects, conditions or discrepancies that were not disclosed or announced at the time of the sale, regardless of the "light" they were sold under or guarantee offered, must be reported to CFAA within 7 or 14 days after the vehicle was sold at the CFAA in order to be eligible for arbitration. Vehicles must be returned to CFAA in the same or better condition than when purchased. Expense reimbursements will be at the sole discretion of CFAA and will, at times, be limited to reasonable and documented expenses and transportation only. Lost profit, commissions, floor-plan expenses, etc. will not be reimbursed. Sale Day is Day 1.

1.) **Frame/Unibody damage or alteration (previous or existing) 14 day** – Defined by CFAA with reference to the NAAA standards.

a.) Minor components welded or removed from frame (trailer hitches, bumpers, etc.) are not considered frame damage unless they have compromised the structural integrity of the vehicle.

b.) Lowered or raised vehicles must be announced and are subject to frame damage guarantees if frame is altered.

c.) Minor dents in frame or structure and minor tie down hole tears that do not affect the structural integrity of the frame are not considered frame damage.