



## **Code of Conduct, Rules, Auction Procedures & Regulations Agreement:**

All Persons entering this auction facility must present valid photo ID. All persons wishing to bid on a vehicle must sign this agreement to receive a bid sheet and pay a fee of \$5.00 for membership.

1. Menefee Towing will allow and enforce a 20-minute time limit for viewing vehicles.
2. All bids will be taken on the auction day only. Close of bid will be announced 15 minutes prior to auction closing. At this time, we will process all bid sheets.
3. At closing we will notify the winning bidders and all closed bids must be paid for in full in cash.
4. All vehicles must be paid in full in cash at the time of sale and the buyer must have a Bill of Sale in hand before a vehicle purchased at auction will be released to the buyer. Vehicle must be removed from our premises no later than Noon on Friday following the auction date. (Gate fees may apply).
5. Vehicles will be paid for in cash at the time of sale, if bidding on more than one vehicle bidder may pay in cash for all vehicles at the close of the last vehicles bid.
6. Viewers must be at least 18 years of age. Children 16 and over may attend if accompanied by a parent, legal guardian, or responsible adult.
7. No employees may bid on auction vehicles or participate in the auction except as an extension of work-related duties.

## **Regulations to all bidders:**

1. Each vehicle will be awarded to the bidder who made the highest bid on their bidding sheet. If all bidding rules are followed.
2. Do not bid on more vehicles than you are willing to pay for. You are responsible to pay for every vehicle that is awarded to you at the time the bid is awarded.
3. In the event a bidder is awarded multiple vehicles from an auction, they will pay for every vehicle at the same time.
4. You are responsible for any and every vehicle you are awarded regardless of whether you meant to bid on them or not. Double check your bid sheets!

\*Menefee Towing reserves the right to approve or disapprove final transfer of auction vehicles to the successful bidder even if the auctioneer says "sold"

5. While quantities, descriptions and capacities on the bidding sheet are believed to be correct, there are no guarantees and Menefee Welding Repair & Towing, LLC will not be held responsible for discrepancies or inaccuracies.
6. Anyone not honoring their bid will be prohibited from participation in future auctions.
7. Do not include contents of the vehicle when considering your bid. They are not guaranteed with the vehicle.
8. Every vehicle sold at auction should be assumed to have mechanical and/or electrical problems.
9. You are allowed to bring your own jump box, air or tire changing equipment. We can provide A jump box, air and or tire changing equipment for a fee.
10. You will be allowed to check fluid levels, start the vehicles, and confirm whether the vehicle will shift into gear.
11. You are not allowed to drive the vehicles any distance.
12. All vehicles are sold "AS IS". No vehicle is sold with any warranty expressed or implied, as to the condition or driving ability, nor the condition of the title on file with the DMV. (If any) It is the buyer's sole responsibility to ensure the vehicle meets his/her requirements before bidding. All sales are final.
13. All vehicles included in this auction are unclaimed police or private property impounds. They go through the Possessory Lien Process in order to be eligible for auction. Due to this process, we do not hold titles but Foreclosed Lien paperwork on every vehicle. Foreclosed Lien paperwork is equivalent to a title. Titles are available from DMV.
14. All vehicles awarded through Menefee Welding Repair & Towing, LLC Auto Auctions must be titled with DMV prior to reselling.
15. As part of the Possessory Lien Process, we are required to remove the tags of all vehicles sold. It is the bidder's sole responsibility to make sure that the vehicle is legal and in a roadworthy condition before attempting to drive the purchased vehicle off our premises. If you are not a dealer or a wrecker, you will need to purchase a trip permit or have the vehicle towed from our lot. We do not sell trip permits. Towing services are available at retail rates.
16. No vehicle may be left or repaired on our premises. Any vehicle being repaired is subject to impound without notice.
17. A Menefee Towing Employee will accompany no more than 2 Bidders at any given time on our premises. Bidders will see the vehicles on a first come, first serve basis pending the first available employee. All bidders and guest of bidders are required to follow the instruction of menefee Welding Repair & Towing, LLC employees. Failure to comply will result in removal from the auction.
18. Bidders and/or their guests may not, at any time, remove items from, tamper with, damage or dismantle any vehicle located on these premises. This includes removal of batteries, electrical connections, fuses, keys. Violators or suspected violators will be prohibited from participating in future auctions and subject to arrest and prosecution of the law.

19. Appropriate clothing is to be worn by all bidders and guests. No open toed shoes.
20. All persons, bags, backpacks, vehicles, and all other items allowed on our premises are subject to search.
21. We are not a car dealer or wrecking yard. We will not sell your vehicle or sell a vehicle to you inside or outside of the auction process.
22. Taking pictures or videos of the vehicles on these premises with any device is prohibited.
23. You are responsible for any persons accompanying you during viewing.
24. Be advised that there may be contraband, drug paraphernalia, bio-hazard contaminants, and other dangerous materials in any vehicle and by signing this letter, you will hold Menefee Welding Repair & Towing, LLC harmless of all resulting consequences of accidents on or off our premises.
25. No vehicle may be left in our parking lot outside of the auction yard past noon on the Friday following the auction without permission of the management unless a valid parking permit is in the vehicle. Any vehicle left will be impounded without notice at buyer's expense.
26. A temporary parking permit may be purchased in the office for \$30 these permits will allow the vehicle to be left in the front lot for the weekend following the auction. All permits will expire at noon on Monday following the auction. Any vehicles still on the lot at this time will be impounded without notice at the buyer's expense.
27. Menefee Welding Repair & Towing, LLC is not responsible for loss or damage to vehicles, or their contents parked in the parking lot.

## **FEES & CHARGES**

**Buyer's fee:** 10% of the sale price. Applies to any items sold at the auction including but not limited to cars, trucks, buses, motorhomes, trailers, boats, campers, motorcycles, and personal property.

**Processing fee.** \$10 processing fee will be assigned against all purchases.

**LATE FEE:** \$50 per vehicle. Applies to all vehicles not picked up by noon on Friday following the auction

**IMPOUND FEE:** Any vehicle not removed from the parking lot in the time specified in the code of conduct will be impounded under the private property impound guidelines and associated fees will be assessed against the buyer.

**PARKING PERMIT:** \$30 for a temporary parking permit that allows a vehicle to be parked in our parking lot until noon on the Monday following the auction.

**Storage fee** \$80 a day

**\$100 Gate Fee:** when picking up a vehicle after 5pm Monday-Friday, weekends, or holidays

**\$60 Dumpster Fee:** When any trash is disposed on our premises

## OTHER FEES

Service fee for air: \$20

Tire change Fee: \$50

Jump Start Fee: \$25

## REPRINT FEES OF PAPERWORK

Bills of Sale \$15.00

Possessory Lien Certificate: \$45

**All rules, penalties, fees, and definitions are subject to change without notice.**

I hereby acknowledge that I have read and understand all the rules and regulations set forth by Menefee Welding Repair & Towing, LLC, by signing below I hereby do affirm that I have read, understand, and received a copy of the rules, fees, and definitions applicable to the Menefee towing auto auction. I also agree to follow all the rules stated on this notice or stated to me verbally by the auction staff. I understand that if I violate any of the above rules or refuse to follow the instructions of auction staff I will be asked to leave, and refusal will result in the loss of my auction privileges and prosecution for trespass. I agree to abide in full accordance, hold harmless the company, staff and assets of Menefee Welding Repair & Towing, LLC for all current and future auctions and still wish to participate.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email: \_\_\_\_\_

I would like to be emailed future auction dates: \_\_\_\_\_ yes \_\_\_\_\_ no

Date: \_\_\_\_\_

ODL: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**AS IS WHERE IS: all sales are final. There is no guarantee, expressed or implied concerning any vehicle sold through this auction. It is the sole responsibility of the buyer to investigate each vehicle during the preview time.**