

OTAY AUTO AUCTION

8955 Paseo de la Fuente, San Diego, Ca 92154

WE ARE LICENCED AND BONDED

DEALERS ONLY

BUYER AGREEMENT AND AUCTION RULES

REGISTRATION

Eligibility: To register you must be a dealer and meet all requirements imposed by federal, state, and local government laws and regulations. In addition to Otay Auto Auction registration requirements and rules shall apply.

REGISTRATION: All persons or entity wishing to gain access to bid facilities. Registration includes the following.

1. Completion of the Otay Auto Auction registration application.
2. Signed copy of the Buyer agreement and auction rules.
3. Copy of Dealers License
4. Copy of seller's permit or re-sale card.
5. Copy of dealers Bond
6. Two forms of identification.
7. Payment of registration fee of \$125.00. Must re-new every year.

Payment: We accept Cash, Cashiers Check and Money Orders. We do not accept personal or business checks.

Authorized Bidders: A register bidder may authorize additional buyers to place bids on there behalf. The completion of additional bidder form and additional fee payment is required to activate bidding privileges. A limit to the number of additional buyers per account is at the sole discretion of Otay Auto Auction.

Guests: Otay Auto Auction will allow guest admittance to individuals 18 years and older, all guests must register and be accompanied by a registered dealer and purchase a one day "GUESTS PASS". The pass must be displayed at all times and only allows admittance. Guests are the responsibility of their registered dealer.

Preview: Preview on the same day of the auction, one hour before starting auction.

Bidder Number and Guest Pass: Otay Auto Auction will issue at the time of registration, if lost or stolen you can request for a replacement after paying a replacement fee. Guest pass and Bidder Number must be display at all times, during the auction.

Checkout: Can only be done at the end of the auction, no loading will be permitted during the auction. All purchases must be paid in full before removing the vehicle by 4:00pm the following day. Any vehicle left after the due date, will be charged to a storage fee of \$25.00 per night.

General rules: The Auctioneer reserves the right to reject any or all bids. In the event of any dispute between bidders, the Auctioneer shall have the sole and final determination of the successful bidder or re-offer and resale the vehicle in dispute.

1. Each bidder must have his or her own bidder number.
2. Vehicles may be auction out of numerical order.
3. No one under 18 years of age is allowed access to Otay Auto Auction facilities.
4. Any work on vehicle on or around Otay Auto Auction is prohibited.
5. Cameras of any type are prohibited at Otay Auto Auction.
6. Backpacks, briefcases, purses, or similar are not allowed in the sale area.
7. Damages done to vehicles or property of Otay Auto Auction will be charge to buyer.
8. Anyone caught stealing, removing parts, taking keys, or damaging vehicles will be arrested and prosecuted to the fullest extent of the law, and membership can be terminated.
9. If you fail to pick up your vehicle(s), you will forfeit your deposit, and if you wish to bid on future auctions you will pay and additional deposit of \$ 500 to secure a bid number, as well as an additional 20% per vehicle will be carried over until all purchases are paid in full.
10. You may not remove any vehicle until the auction is completed and full payment is satisfied. Only the winning bidder can remove the vehicle.

Condition of Sale: All vehicles are sold **“AS IS, WHERE IS” WITH NO WARRANTY**. No warranty is made with respect to the accuracy of any information provided to Buyers regarding vehicles provided in either written, or image form and Buyers should **not** base their bids solely on information provided for Buyer’s convenience. This information includes, but is not limited to year, make, model, VIN, mileage, odometer disclosure, condition, actual cash value, estimated repair cost, damage type, whether or not car stars, and sale document. In accordance with State Law, VEHICLES SOLD WITH REGULAR SALE DOCUMENT STATUS MAY HAVE SALVAGE SALE DOCUMENT STATUS IN THEIR HISTORY. It is the buyer’s responsibility to preview each vehicle and determine its condition, originality and contents. Otay Auto Auction does not guarantee that the vehicle currently meet or can modified to meet local emission and safety requirements. Vehicles offer by Otay Auto Auction may contain deployed airbags that have **not** been replaced.

Release of Liability: Buyers and guest irrevocably and unconditionally wave and release any of their rights to recover from Otay Auto Auction, its representatives, employees, agents, affiliates, subsidiaries, officers, and directors any and all damages, losses, liabilities; cost or expenses and claims thereof, whether direct or indirect, known or unknown, or foreseen or unforeseen , which may arrive from, or be related to , bodily injury, property damage or other occurrence on Otay Auto Auction’s premises,. Under no circumstances, including negligence, shall Otay Auto Auction be liable for any special, incidental, or consequential damages or lost profits that result from or are related to the sale, distribution or use of, the inability to use, any vehicle, even if Otay Auto Auction has been advised of the possibility of such damages. Buyers and guests who are California residents wave California civil code 1542, with states; “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affect his settlement with the debtor.” Furthermore, Buyers agree to indemnify, defend, and hold Otay Auto Auction harmless from any and all damages, losses, liabilities, cost or expensed, arising from claims made by Buyer guest for bodily injury or property damage occurring on Otay Auto Auction’s premises.

By Continuing onto the auction, I represent that I have read and agree to all the information stated in the above, Buyer Agreement and Auction Rules. I understand that I am responsible for each bid submitted by myself or the bidder (s) I have authorized either verbally or in writing. I agree that all outstanding fees must be paid prior to bidding. I understand that annual Registration fees are due 30 days prior to your expiration date. I understand that I am responsible for any current or past registration fees due on any vehicle I purchase. I also understand that vehicles that cannot move under their own power will be moved with a forklift and some forklift damage may occur of which I will NOT hold Otay Auto Auction responsible.

ALL CHANGES to my account will be done in writing and/or in person and I understand that no changes can be made over the phone. My signature below allows Otay Auto Auction to enforce the above auction rules as well as any other policies or procedures that Otay Auto Auction may see fit.

Otay Auto Auction IS NOT RESPONSIBLE FOR **ANY** LOST OR STOLEN KEYS!

I have read, understood and received a copy of this agreement and will abide to all terms as stated above.

Signature

Date

Print name:

Title or DBA

If you have any question or concerns regarding the Buyer Agreement and Auction Rules above, please contact Otay Auto Auction prior to bidding.

ALL Questions can be addressed to:

Otay Auto Auction

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San Diego, CA 92154

Direct: 619-661-0808

Fax: 619-661-0190

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