



402-466-8477 • 7500 N 56th Street, Lincoln, NE 68514 • nebraskaauction@yahoo.com • www.nebraskaauction.com

### CREDIT UNION AFFILIATE PROGRAM APPLICATION

I/We hereby make application to the Nebraska Auto Auction and give the Nebraska Auto Auction exclusive right to sell the below vehicle. I/We certify that we are members in good standing at the below identified Credit Union and further agree to the terms of the Credit Union Affiliated Seller Guide and Arbitration Policy, pages 2 through 5.

OWNER 1 NAME \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_ DRIVER'S LICENSE # \_\_\_\_\_

SIGNATURE \_\_\_\_\_

OWNER 2 NAME \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_

CELL PHONE \_\_\_\_\_ DRIVER'S LICENSE # \_\_\_\_\_

SIGNATURE \_\_\_\_\_

### CREDIT UNION INFORMATION

CREDIT UNION NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

NAME OF CREDIT UNION CONTACT PERSON \_\_\_\_\_

OFFICE PHONE \_\_\_\_\_ DIRECT PHONE \_\_\_\_\_

### VEHICLE INFORMATION

YEAR \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

COLOR \_\_\_\_\_ VIN OR SERIAL NO. \_\_\_\_\_

### SELLING INSTRUCTIONS (See Selling Guide page 3 for information.)

MINIMUM RESERVE PRICE BEFORE FEES \$ \_\_\_\_\_ ALL SELLERS MUST INITIAL \_\_\_\_\_

OR

SELL ABSOLUTE SALE WITH NO MINIMUM RESERVE (Check box)  ALL SELLERS MUST INITIAL \_\_\_\_\_

1.) Complete application, read Seller Guide and Arbitration Policy and sign page 5. 2.) Complete and sign Seller Vehicle Condition Disclosure page 6. 3.) Forward all completed and signed forms along with copy of vehicle title to the Nebraska Auto Auction at FAX 402-466-7932; or email to [tom@nebraskaauction.com](mailto:tom@nebraskaauction.com); or mail to Nebraska Auto Auction, 7500 N 56<sup>th</sup> Street, Lincoln, NE 68514. Send separate forms for each vehicle if more than one.

## **Credit Union Affiliated Seller Guide and Arbitration Policy**

Nebraska Auto Auction, (herein called NAA) makes no representations or guarantees as to the description, equipment, warranties, title status/accuracy or odometer on any vehicle sold or offered for sale. NAA does not guarantee or get involved in any factory or dealer warranty coverage issues on vehicles sold or offered for sale at NAA.

The sales at this auction are intended to promote fair and ethical treatment to both the Buyer and the Seller. If NAA determines that the transaction is not fair and ethical to either party, the Buyer and Seller agree the NAA may cancel the sale at its sole discretion.

Seller is responsible for transportation of vehicle to NAA and removal from NAA in the event the vehicle is rejected or is not sold at NAA unless arrangements for transportation have been made with NAA.

Seller Vehicle Condition Disclosure must be submitted. This benefits the Seller by removing unknowns that may result in lower bidding and can promote higher bidding when there is a favorable history of service and maintenance. Keep in mind that if information on the disclosure is found to be inaccurate, the vehicle may be rejected by NAA or the Buyer.

The Seller shall pay a \$25 run fee in addition to an auction sale fee which shall be deducted from the proceeds of the sale of the vehicle.

### **The Seller Must Disclose the Following When Consigning a Vehicle to NAA:**

1. The description, condition, known defects, of the vehicle and title. This includes vehicles with an encumbrance or brand on the title history, any total loss insurance company history, theft recoveries; flood, fire, major collision or frame/unibody damage and/or vehicles that have been titled and/or used as taxi, fleet, government or municipal vehicles.
2. If the vehicle is subject to any voided or unaccepted warranties
3. If the vehicle is a Lemon Law buyback.
4. Engine conversions and replacements on five year old vehicles and newer.
5. If the vehicle been converted from using one type of fuel to another.
6. All known mileage information and odometer status including current odometer mileage, whether the odometer mileage is not the actual mileage (TMU), exceeds mechanical limits, and if the odometer has been changed. Mileage announcements are not required on vehicles deemed exempt from federal/state odometer and title disclosure laws unless a mileage discrepancy is known or apparent to the Seller. The Seller may represent miles on exempt vehicles however; any statements made by the Seller and all known odometer discrepancies not disclosed are grounds for voiding the transaction.
7. Seller has valid title clear of all liens and encumbrances or the payoff amount of all liens noted on the title. All liens noted on the title must be released and a valid title, clear of all liens and encumbrances must be received by the NAA from the Seller within 30 calendar days of the sale; otherwise the Buyer has the right to cancel the sale. (See Title Policy)
8. All Gray Market vehicles must be properly announced. (See Gray Market Vehicle Policy).
9. It is the Seller's obligation to correct any errors to the published and/or announced terms or conditions known to the Seller.

### Terms of Sale:

Absolute Sale with No Minimum Reserve: Vehicle will be sold to the highest bidder regardless of price.

Conditional Sale with Minimum Reserve: Vehicle will be sold at the minimum reserve price or higher.

Selling at absolute sale with no reserve will draw the most attention to your vehicle. If there is an outstanding bank loan on the vehicle and you sell with no reserve, you will be responsible for making up the difference between the loan payoff amount and the sale price.

### Vehicle Condition Guarantees to Buyers:

Sellers may offer their vehicle with a guarantee intended to assure bidder confidence in a vehicle. The guarantee allows the Buyer the opportunity to inspect the vehicle after becoming the high bidder on a vehicle to ensure that its condition meets the level of guarantee offered by the Seller.

If defects in the vehicle which are covered by the guarantee are found by the Buyer, the Buyer will alert NAA Arbitration Staff who shall make a final and binding decision on whether the defects are cause to allow the Buyer to turn down or further negotiate the purchase of the vehicle. Below are the only guarantees the Seller is allowed to make.

Ride and Drive Guarantee: Cars are guaranteed by the Seller to be mechanically sound within \$750 of estimated repair costs.

Auction Guarantee: Cars are guaranteed by the Seller to have a sound motor and drive train (covers engine, transmission, transfer case, rear end and transaxle) within \$750 of estimated repair costs. Air conditioning is not guaranteed under "auction guarantee".

### "As-Is" Vehicles:

Vehicles that meet any one of the following conditions are sold "As-Is" and are not subject to arbitration, EXCEPT frame/unibody, title or odometer discrepancies if bid price is \$2,000 or more.

1. Any vehicle announced "As Is"
2. Recreational vehicles, boats, buses, motorcycles, dune buggies, trailers, snowmobiles, jet skis, antiques and kit cars.
3. All taxis, government or municipality vehicles
4. Salvage/previous salvage vehicles.
5. TMU/Not actual miles.
6. Theft recovery
7. Flood/fire titles
8. Donated charity vehicles
9. The bid price is less than \$2,000

### Title Policy:

NAA guarantees the title of vehicles that are sold through NAA. This guarantee of the title warrants that title shall be marketable and free and clear of all liens and encumbrances at the time the vehicle is sold through NAA. Buyers are cautioned not to sell or spend money on any vehicle until the title is received. NAA will not be responsible for any expenses incurred on vehicles returned for late title.

1. Seller has up to 30 calendar days for the title to be received by NAA. Sale day is counted as day 1.
2. Titles received after 30 calendar days are subject to a \$100.00 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 this time, the vehicle may be returned providing a 24 hour notice has been given to the title or arbitration departments of NAA. Buyer must return the vehicle in like or better condition than when purchased. If a valid negotiable title is presented within the 24 hour notice period, the transaction will stand.
4. Seller will be responsible for transportation charges and all auction fees on vehicles returned because of late title.
5. After 31 calendar days, the auction reserves the right to void all transactions if negotiable title is not received from the Seller. If, after 90 calendar days, the Seller has not produced a negotiable title and Buyer has not returned the vehicle, this title guarantee shall not apply and NAA shall have no duty to produce the certificate of title to the Buyer.
6. NAA reserves the right to withhold payment of certified copies of original titles (CCO's) and/or if original title date is within 15 calendar days of the certified copy date or until authentication is verified.
7. Any vehicle that is on an MSO must be announced.
8. Titles forwarded by NAA to the Buyer and not received (i.e. lost in mail) will be replaced by NAA and do not constitute grounds for a late title rejection.
9. Buyer must report title discrepancies; including non-actual miles, (TMU), salvage title, previous salvage title, theft recovery and Lemon Law buyback to NAA within 7 days of receipt of title.

Gray Market Vehicles (Canadian Vehicles):

1. Only vehicles made in North America for Canadian use and properly converted to U.S. specifications can be sold. No other Gray Market vehicles are accepted for sale.
2. Sellers must inform NAA 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 federal safety standards on the date of manufacture.
4. If a 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.
5. All other vehicles imported from Canada, must be imported through a registered importer. Registered importers are required to post a bond with the U.S. Department of Transportation. All vehicles imported through a registered importer must have:
  - a. U.S. Safety Standard Certification Label that identifies the Registered Importer.
  - b. Safety Defect Recall Insurance Policy issued by the Registered Importer. This insurance policy must be with the vehicle and remain in effect for eight (8) years from the date of issuance by the registered importer.
  - c. Valid U.S. title.
6. All Canadian vehicles, whether imported by a Manufacturer or Registered Importer, must show miles per hour on the speedometer and miles traveled on the odometer. Title 49, United States Code, Chapter 327, Section 32704 allows replacement of odometers without a doorframe sticker if the conversion from kilometers to miles can be done without changing the distance traveled by the vehicle, therefore, replacement of an odometer under these circumstances does not have to be announced by the Seller.

Acknowledgement of receipt of Seller Guide and General Arbitration Policies.

\_\_\_\_\_  
SELLER'S PRINTED NAME

\_\_\_\_\_  
SELLER'S PRINTED NAME

\_\_\_\_\_  
SELLER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER'S SIGNATURE

\_\_\_\_\_  
DATE

**1.)** Complete application, read Seller Guide and Arbitration Policy and sign page 5. **2.)** Complete and sign Seller Vehicle Condition Disclosure page 6. **3.)** Forward all completed and signed forms along with copy of vehicle title to the Nebraska Auto Auction at FAX 402-466-7932; or email to [tom@nebraskaautoauction.com](mailto:tom@nebraskaautoauction.com); or mail to Nebraska Auto Auction, 7500 N 56<sup>th</sup> Street, Lincoln, NE 68514. Send separate forms for each vehicle if more than one.



**SELLER VEHICLE CONDITION DISCLOSURE**

Year	Make	Model	Color	VIN or Serial No.
<b>Odometer Mileage</b>	<b>Mileage on Odometer (is)</b> <i>(Mileage information not required if exempt from disclosure laws.)</i>			
	<b>Actual</b> <input type="checkbox"/>		<b>Exceeds Mechanical Limits</b> <input type="checkbox"/>	<b>Not Actual</b> <input type="checkbox"/>

*(If answer to any item below is yes, explain in additional information area below.)*

	YES	NO
Is there an outstanding loan or any other lien or encumbrance on the title?	<input type="checkbox"/>	<input type="checkbox"/>
Has the vehicle title been branded "Salvage", "Previous Salvage" or "Bonded"?	<input type="checkbox"/>	<input type="checkbox"/>
Has the vehicle been damaged by flood or fire?	<input type="checkbox"/>	<input type="checkbox"/>
Has the vehicle ever been determined to be a total loss on an insurance claim?	<input type="checkbox"/>	<input type="checkbox"/>
Has the vehicle ever been a taxi, government or municipal vehicle?	<input type="checkbox"/>	<input type="checkbox"/>
Does the vehicle have previous or existing frame/unibody or other major body damage?	<input type="checkbox"/>	<input type="checkbox"/>
Has the vehicle been stolen and recovered?	<input type="checkbox"/>	<input type="checkbox"/>
Has the odometer been changed?	<input type="checkbox"/>	<input type="checkbox"/>
Has the vehicle been converted from using one type of fuel to another?	<input type="checkbox"/>	<input type="checkbox"/>
Is the vehicle subject to any voided or unaccepted warranties; or a Lemon Law buyback?	<input type="checkbox"/>	<input type="checkbox"/>
If the vehicle is five years old or newer, has the engine been replaced?	<input type="checkbox"/>	<input type="checkbox"/>

***Additional title, condition, service or maintenance information:***

  
  
  
  
  
  
  
  
  
  
  
  
  
  

*Seller(s) warrants and guarantees that they are the true and lawful owner(s) of the above described item, that they have perfect right and full power to sell and transfer title to the same and that they will warrant and defend the same against the lawful claims and demands of all persons whatsoever.*

\_\_\_\_\_ *SELLER'S SIGNATURE* \_\_\_\_\_ *DATE*      \_\_\_\_\_ *SELLER'S SIGNATURE* \_\_\_\_\_ *DATE*