

TERMS, CONDITIONS AND THINGS TO KNOW BEFORE BIDDING AT THE VEHICLE AUCTION for McGANN & CHESTER, LLC and the PITTSBURGH PARKING AUTHORITY • 700 HARGROVE STREET • PITTSBURGH PA 15226 (412) 381-9400

This auction is a public auction of motor vehicles that have been impounded and gone unclaimed. The auction yard opens at 9:00 a.m. for viewing purposes and to enable bidders to obtain bidding cards. The auction starts at 10:00 a.m.

Online Bidding: The auction catalog will be available online for 'pre-bidding' prior to the live auction. These “pre-bids” will be taken to the live auction as a 'proxy' bid, in which the auction clerk will continue to bid on your behalf, whenever you are outbid by another member's bid, until your maximum bid is exceeded or the auction is won. Once the pre-bidding is closed, online bidders will have the option to 'enter the live auction' where they can watch, listen and bid on vehicles in real time, against the other online bidders, live bidders, and 'proxy' bids. Remember, before you enter the live auction, you will have to register for the auction. Online bidders will be subject to the same auction fees and rules that apply to the live bidders. Auctioneers and sellers can not guarantee the functionality or connectivity of the online bidding. Furthermore, Auctioneers and Sellers are not responsible for any problems that may arise due to technical difficulty, time lag, connectivity issues, or software functionality, regardless of how the problem occurred, and regardless of the cause of the problem.

Payment: Winning online bidders will receive an invoice for their purchases directly following the conclusion of the auction. You will be asked to contact McGann and Chester ASAP to make payment and removal arrangements. If you fail to make payment arrangements within 24 hours, the Auctioneers reserve the right to charge your credit card on file. Acceptable forms of payment for purchases are cash, certified funds, and major credit cards. PERSONAL CHECKS ARE NOT ACCEPTED.

Keys/Condition: There may or may not be keys for the vehicle. No vehicle is represented, guaranteed or warranted to be in operable or road-worthy condition. Again, all vehicles are sold “AS IS-WHERE IS.” The vehicles vary with regard to value and condition.

Removal: The vehicles will need to be TOWED from the impound lot at the buyers expense and obligation. No vehicles will be driven off of the lot. Online Bidders will have until the Friday following the auction to have their vehicles removed. Any vehicles left on the lot past the close of business on Friday may be subject to additional storage fees.

Title/Registrations: There will not be a registration issued to you. The auction staff will give you a bill of sale upon payment. In addition, within approximately twenty (20) days of the auction, you will be provided with a Court Order that you must submit with other required paperwork to the Department of Motor Vehicles (DMV) to obtain a title. thereafter, acquisition of title is between the buyer and the Commonwealth of Pennsylvania. Title is not guaranteed on any vehicle sold. You must apply for title.

VEHICLE SALE Auction Fees:

<u>Purchase Price</u>	<u>Fees:</u>
	<u>Public - Dealer</u>
\$ 0 - 199: _____	\$25 - \$25
\$ 200 - 499: _____	\$60 - \$50
\$ 500 - 999: _____	\$85 - \$60
\$ 1,000 - 1,499: _____	\$100 - \$75
\$ 1,500 - 1,999: _____	\$115 - \$80
\$ 2,000 - 2,499: _____	\$130 - \$85
\$ 2,500 - 2,999: _____	\$145 - \$90
\$ 3,000 - 3,499: _____	\$165 - \$100
\$ 3,500 - 3,999: _____	\$185 - \$125
\$ 4,000 and up: _____	\$225 - \$150

TERMS, CONDITIONS, AND THINGS TO KNOW BEFORE ATTENDING THE LIVE VEHICLE AUCTION

I agree, in consideration of being permitted to register with, bid on and/ or purchase vehicles at Pittsburgh Parking Authority and/ or McGann & Chester, LLC auction, have read, understand, agree to and accept the following:

1. All vehicles are sold 'AS IS - WHERE IS.' No warranty or guarantee is expressed or implied.
2. NO TEMPORARY LICENSE TAGS will be issued. All vehicles are sold as "tow-aways" and without any temporary registration. If you buy a vehicle, you are responsible for having the vehicle removed from the auction lot.
3. The \$100.00 cash deposit is a 'good faith' (refundable) deposit assuring that you will pay for the vehicle(s) that you purchase in the bid process. Though payment in full is due at the end of the sale, you may be ordered to pay for your purchase(s) at any time in the course of the sale by either auction personnel or a representative of the seller. All vehicles must be paid for immediately after you are declared the winning bidder. If you fail to pay for the vehicle(s) you purchased in the bid process, that is a breach of contract and you will forfeit your \$100.00 cash deposit.
4. Keep your bidder number and deposit receipt. If you do not buy a vehicle and you wish to leave, you must turn in your bidder number and deposit receipt to the auction clerks in order to collect your cash deposit. When you turn in your bidder number, the clerks will request your ID, and it must be the same ID as the person who registered. If you forget your deposit, a check will have to be requested and may take up to 6 weeks to process. You will then be required to pick up said check in person and sign for same at the office of McGann & Chester, LLC, so please remember to retrieve your deposit.
5. Cash or bank-certified funds in the exact amount due (payable to McGANN & CHESTER, LLC) are accepted. Major credit cards will also be accepted. You will not have time to retrieve funds on the date of sale, so please be prepared to pay for your purchases immediately.
6. No person under the age of 18 may be present in the auction yard.
7. Please be aware that all vehicles are towed into the impound lot and very few come equipped with keys. Keys found within any vehicle are not guaranteed to fit the ignition and/or the trunk of the vehicle from which they were pulled. The auctioneer will announce at the time of sale if a set of keys has been found in a vehicle. The "K" circled on the windshield of a vehicle means that keys have been found or made. You will receive the key or keys when you pay for the vehicle. This is for informational purposes only and is not a guarantee that the vehicle will start or that the vehicle will run or move. Remember, all vehicles are sold 'AS IS - WHERE IS' with no warranty or guarantee expressed or implied.
8. A Bill of Sale and other supporting documents for the sale of a vehicle will be issued at the auction. In addition, a Court Order permitting title to be vested in the buyer will be issued at a later date. Thereafter, acquisition of title is between the buyer and the Commonwealth of Pennsylvania. Title is not guaranteed on any vehicle sold. You must apply for title.
9. 9. Duplicates for lost paperwork for abandoned/confiscated vehicles are available at a cost of \$25.00.
10. 10. Sellers reserve the right to ACCEPT or REJECT any or all bids.
11. 11. Purchased vehicles must be removed from the lot by 6 pm on the day of sale – online purchases MUST be removed by 5pm on Friday following the sale - NO EXCEPTIONS! Any vehicles left in the auction yard will be subject to added storage fees, and all related charges will be assessed against the vehicle.
12. 12. All items found within the vehicle are the property of the buyer. The buyer assumes complete responsibility for the vehicle and its contents immediately upon the auctioneer saying, 'SOLD.'
13. 13. Vehicles purchased at this auction shall be TOWED from the auction yard unless the buyer has a dealer's plate attached to the vehicle. No mechanical work whatsoever is to be done in the sale lot. You may remove vehicles prior to the end of the sale if you do not disrupt the auction process.
14. 14. This auction takes place outdoors in all weather conditions on a dirt and gravel lot, which can be very muddy, snowy, slippery, rainy, hot, and otherwise' subject to severe weather. This is a vehicle auction and there are many tow trucks and vehicles moving around the lot. Please be extremely careful and aware of what is going on around you for everyone's safety. Persons attending during exhibition, auction or removal of vehicles assume all risks of damage or loss to person and/or property, and specifically release McGann & Chester, LLC and the Pittsburgh Parking Authority and their agents, servants and employees by reason of a defect in or condition of the premises on which the auction is held.
15. 15. In the event of any dispute over the validity of this agreement, that dispute shall be decided in the Court of Common Pleas of Allegheny County, Pennsylvania. IN WITNESS WHEREOF, I sign and accept these Terms and Conditions on the date written below, and I Intend to become legally obligated thereby.