

Donation Office

4000 McCollum Ct., Louisville, KY 40218
Monday-Friday, 8AM – 4PM

Auction Lot

962 E. Chestnut St., Louisville, KY 40204
Week of auction: Monday-Friday, 9AM – 4PM;
Monday after auction, 9AM – 4PM

Auto Auction Terms & Conditions of Sale

Safety: Goodwill® is not responsible for any personal injury or damage to property. Auction attendees are responsible for their own safety and the safety of their employees, associates, and/or family members while on Goodwill property. No one under the age of 18 is permitted on the lot unless accompanied and closely monitored by a parent or legal guardian. Unaccompanied minors and parties with unmonitored minors will be asked to leave.

Security: Any disruptive attendees that fail to comply with requests from Goodwill Cars to Work staff, and/or attendees caught or suspected of tampering with any vehicle, equipment, or property will be asked to leave, subject to prosecution, and unable to return to any Goodwill Cars to Work auction.

Right to Cancel: Goodwill Cars to Work reserves the right to cancel the sale of any item at any time prior to its sale.

Parties to the Contract: The terms and conditions of sale are binding on all interested parties, including, without limitation, the seller (Goodwill Cars to Work), buyers, and their agents.

Bid Acceptance: Vehicles are being sold absolute to the highest bidder without reserve.

Warranty Disclaimers: Potential buyers are urged to examine cars carefully before bidding and acknowledge that they are accepting any car purchased at auction **AS IS**. Goodwill disclaims all express and implied warranties under Kentucky's version of the Uniform Commercial Code, codified as KRS Chapter 355.

Purchase Requirements: Potential buyers must be at least 18 years of age and present a valid driver's license to register for a bidder's card. Only registered bidders may participate in the auction. After the auctioneer confirms the high bid, the **bidder** is bound to purchase the item and does not have the option to forfeit the purchase or have someone else sign the vehicle title.

Disclosure of Buyer Premiums and/or Fees: There is no fee to register, but a buyer's premium of \$40.00 will be added to each item purchased.

Terms of Payment: Payment is due in full 30 minutes after the last item is sold or by 12:00 PM on the day of the auction (whichever is sooner). Acceptable methods of payment are cash, American Express, Discover, MasterCard, and Visa (debit or credit). Checks, money orders, and traveler checks are not accepted. All sales are final. No refunds, returns, or exchanges. Failure to pay by 30 minutes after the last item is sold or by 12:00 PM on the day of the auction (whichever is sooner) will prevent the bidder from being able to attend future auctions.

Resolution of Disputes: If any dispute arises amongst bidders and/or between a bidder and the auctioneer, the decision of the auctioneer or Goodwill Cars to Work management will be final. Although Goodwill Cars to Work makes every effort to present information that is accurate, the exact configuration, color, specifications, accessories, and condition of the vehicles are not guaranteed. Goodwill is not liable for any inaccuracies, claims, or losses of any nature. In the event of a discrepancy between the mileage listed online or in collateral materials

and the actual mileage on the vehicle, bidders will have the option of voiding the sale prior to 30 minutes after the last item is sold or by 12:00 PM on the day of the auction (whichever is sooner). Failure to notify Goodwill Cars to Work management of the mileage discrepancy and the bidder's intent to void the transaction will prevent the bidder from being able to attend future auctions.

Title and Risk of Loss: Title and risk of loss pass to the buyer upon the fall of the hammer (conclusion of bidding on the vehicle). Goodwill is not responsible for any damage, theft, or vandalism that occurs after the fall of the hammer. Buyers are strongly encouraged to remove the purchased vehicle from the Goodwill Cars to Work lot as soon as possible to avoid damage, theft, or vandalism. **The Goodwill Cars to Work lot will be open until 4:00 PM on the day of the auction. Vehicles may also be picked up on the Sunday after the auction date from 9:00 AM – 4:00 PM, or during regular weekday office hours on the Monday (9:00 AM – 4:00 PM) immediately following the auction. Winning bidders must remove their vehicles from the Goodwill Cars to Work lot no later than 4:00 PM on the Monday after the auction. Any vehicle remaining on the lot past 4:00 PM on Monday will be charged a storage fee of \$25.00 per calendar day.** The buyer will also be responsible for any towing fees incurred by Goodwill Cars to Work if the vehicle needs to be moved. Buyers must show title(s) to the security guard or Goodwill Cars to Work staff prior to leaving the lot with the vehicle. Buyers are strongly encouraged to make arrangements to tow vehicles from the lot. Any on-premises repairs are limited to: replacing batteries, adding (not replacing) fluids, and fixing or changing a flat tire. All other repairs and jacking up a vehicle for any purpose other than changing a flat tire are strictly prohibited from occurring on Goodwill property. On the day of the auction, Goodwill Cars to Work will sign the title over to the purchaser or the purchaser's agent. The recipient of the vehicle must be present and provide a valid driver's license. All documents needed to transfer the vehicle will be provided to the buyer on the day of the auction. **Under Kentucky law, buyers must complete the transfer of the vehicle within 15 days of purchase by taking all provided documents to the local county clerk's office.** Other states may have different requirements. **Buyers are responsible for motor vehicle registration and related costs, including but not limited to any applicable sales tax. Buyers are also responsible for the cost of tags if the vehicle is sold without a license plate.** Upon request by the buyer or the buyer's county clerk, Goodwill Cars to Work will provide any supplemental or additional documentation required for transfer. However, Goodwill Cars to Work will charge an administrative fee of \$50.00 for any requests for duplicate documentation that was provided to the buyer at the time of auction. Requests for documentation made more than three months after the date of sale will incur an additional administrative fee of \$100 due to the amount of research, time, and effort required to complete the request.

Choice of Law/Venue/Jurisdiction: Kentucky law governs all actions related to the sale. Any suit shall be brought in a Kentucky court.

Jury Waiver – In recognition of the higher costs and delay which may result from a jury trial, bidder waives any right to trial by jury of any claim, demand, action or cause of action (a) arising hereunder, or (b) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect hereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise, and bidder further waives any right to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived, and bidder hereby agrees and consents that any such claim, demand, action or cause of action will be decided by court trial without a jury, and that any party hereto may file a copy of this section with any court as written evidence of the consent of bidder to the waiver of its right to trial by jury.

Limitations of Actions: Goodwill limits any causes of action arising out of the auction to a period of three months.

Merger Clause: The entire contract of sale is embodied in the terms and conditions of sale.