



# AUCTION POLICIES & PROCEDURES

Effective April 3, 2023

1. This is a licensed DEALER ONLY Auction &

Dealers must be approved & registered before buying & selling vehicles. NO retail customers allowed. Any Retail customers found on premises will be escorted off property. Valid government issued ID required. Dealers are responsible for the actions of their representatives. The AUCTION has a limit of 9 representatives per dealership at no charge; additional reps. are \$1000 each.

2. Auction Access Dealer ID cards must be used at all times. **Each dealer must have his/her own bidder badge. Auction Access Dealer card is not to be shared with anyone else.**

3. After a vehicle is consigned in the conventional open sale, it must be offered for sale prior to releasing the vehicle from the auction premises.

4. Absolutely no deals before & after the vehicle crosses the block, unless cleared by auction management. All deals must be processed through the office.

5. Persons under the age of 18 are not allowed on the property.

6. SELLING DESCRIPTION:

**GREEN LIGHT** (Ride & Drive):

Seller represents vehicle mechanically sound within \$800.00 as determined by the arbitrator.

• Green Light covers Odometer, Frame & Unibody, Motor, and Differential Noise except on Jeep, Explorer, Land Rover & Range Rover, Transmission and Drivability issues over \$750.00.

• Green Light Does Not Include Radios, DVD'S, and Power Acc. including: Convertible Tops, Power Windows or Navigation Systems. Electronic AC Controls, Wearable Items: Auction will not arbitrate vehicles for wearable items. For purposes of this policy, wearable items are defined as part of the vehicle that the manufacturer recognizes the need for replacement/adjustment during the expected life of the vehicle. These items are normally identified in the Owner's Manual for routine check & replacement & would include, but are not limited to: tires, wipers, brake pads/shoes, rotors, belts, hoses, lubricants /fluids, timing-belts-chains, bulbs, filters, shocks & struts. Any issues can be announced with a Yellow Light.

**YELLOW LIGHT** (Special Defects):

Except for announced Special Defects, Seller represents vehicle mechanically sound within \$800.00 as determined by the arbitrator.

**BLUE LIGHT** (Title Delay): Vehicles sold with title pending must be announced. 30 days is standard unless otherwise announced. (Special rules apply)

**RED LIGHT** (AS-IS):

Without warranty of any kind. The following must be sold "AS-IS" & will not be subject to arbitration regardless of Seller's failure to make the required

Announcements as set forth in Rule 7.

**\*\*A Vehicle Sale Price of \$3,000.00 or Less\*\***

• As-Is with all faults regardless of Frame or Unibody. True Miles Unknown or Odometer Discrepancy Must Be Announced.

• Non-Working Odometer Issues (Sale Day Only)

• Auction DOES NOT GUARANTEE Make Year on the following equipment: Boats, RV'S, ATV'S, Golf Carts, Motorcycles, Trailers, Snowmobiles, Jet Skies, Antiques, Farm Equipment, Dune Buggies & Kit Cars Make Year is the Responsibility of the Seller.

• Vehicles not sold "under the hammer" unless Seller guarantees GREEN LIGHT sale

7. **The following types of vehicles must be announced as such at the time of sale:**

• A frame damaged vehicle unless sold under the "RED LIGHT".

• Rebuilt/clip vehicle, salvage vehicle, vehicle with previous salvage, theft or rebuilt history, vehicle which has been declared "Major

Damage Loss” by an Insurance carrier or a vehicle with any “branded” title.

- Hail damaged vehicle (Current model year only).
- Gray Market vehicles.
- Police vehicle/Taxicab/Commercial/municipal
- Any vehicle without proper emissions control equipment (i.e.) catalytic converter, diesel particulate filter
- Flood damage vehicle.
- Vehicle with an inoperable odometer/ digital display odometer reading which reflects mileage in excess of its mechanical limits or an odometer reading which does not represent actual mileage (SALE DAY ONLY Arbitration).
- Vehicles with reassigned Vehicle Identification Number.
- Vehicles manufactured for the Canadian Market (Special rules apply).
- Vehicle (current model year only with less than 10,000 miles) having significant paint work
- Vehicles on MSO / Manufacturer Buybacks & all Requirements of Signatures
- Vehicles not equipped with factory A/C (Sale Day Arbitration Only)
- Diesel/Propane/Hybrid engines. **DIESEL: 5 year & older from current model year are NOT subject to arbitration for emissions or exhaust – including inoperable or missing**
- Missing Airbags. (Sale Day Arbitration Only)

Failure to make the appropriate announcement will subject the vehicle to arbitration unless the vehicle sells for \$3,000.00 or less. Arbitration for frame damage must occur by 1:00 p.m. Friday after the sale. With regards to vehicle/title history, documentation substantiating prior rebuilt, salvage, Canadian or flood damage is required to arbitrate these defects, as determined within 6 months of purchase. In all other cases, arbitration must occur on date of sale. The Arbitration Department will accept only (1) one specific arbitration. Upon **ANY** accepted/rejected arbitration, NO additional arbitration will be considered. **Units selling for \$3,000.00 or less are automatic “RED LIGHT” regardless of lights &/or announcements. All Federal rules apply.**

#### **8. ITEMS NOT SUBJECT TO AUCTION ARBITRATION:**

##### **-AIR RIDE SYSTEMS ARE NOT ARBITRATABLE ON ANY UNIT**

##### **• Any Vehicle that leaves Property is not subject to Arbitration**

- Power Accessories/Windows/Radios/DVD's
- Turbo/Superchargers/Clutches (wear & tear item)
- Air Suspension /Altered Suspension
- Navigation Systems
- Electrical Components
- Gauges/Warning lights
- Computer Control Units
- Diesel/Propane/Hybrid engines (Must be Announced)
- Convertible tops
- Brakes- ABS, CV Joints
- Regardless of announcements, visible items such as body work, paint work, tires, upholstery, deployed airbags and glass are “AS-IS” and not arbitrateable
- Airbags & Safety restraint systems &/or lights pertaining to these
- Sludge/Oil leaks unless from the Rear Main Seal
- Engine Misfires
- Status of books, records & remaining factory warranty
- Status of luxury tax on MSO vehicles
- Air conditioning / AC Controls
- Vehicles towed or pushed across the block
- Mechanical defects reported after vehicle leaves auction or after sale day, unless vehicle was Post Sale Inspected by the Auction within policy.
- Electric Vehicle (ONLY FRAME CHECKS ALLOWED)

9. Seller is responsible for all costs & charges including auction fees, if seller misrepresents a vehicle which is subsequently rejected by a buyer.

#### **10. THE ARBITRATOR'S DECISION IS FINAL & BINDING ON BOTH THE SELLER & BUYER.**

11. Buyer must pay on day of auction sale, by check, cash, or other means with prior approval of auction management. Refusal to honor a check payable to the auction without prior approval may result in loss of auction privileges, return fee or both. (Note Fee Schedule) All unpaid deals will be charged \$200.00 late fee per unit after sale day.

•Wire Transfers must be completed with a fax confirmation by Monday or late fees will incur.

#### **12.. Auction Not Responsible for Emissions OR Inspection. MISSING EMISSIONS ARE ARBITRABLE ON GASOLINE UNITS ONLY.**

13. Titles will not be present on day of sale for any unit being offered (**Title Absent Vehicle, “Blue- Light”**). **If the title is not** presented to the Auction within 30 days from date of the sale *unless* otherwise announced, then the Auction may rescind the sale. The Buyer must contact the Auction Office Manager with intent to return the vehicle one business day on or after the 30th day, prior to returning the vehicle to the Auction. If the title is received within the “one business day” notification period, the Auction will not rescind the sale. Auction is not responsible for any charges or expenses incurred on the “title absent vehicle”. The buyer should not sell or spend money on a “title absent vehicle” until the title is in hand. (See rule 25 for return policy & procedures). **\*\*Vehicles with “Branded Titles” must be announced with the Specific Brand. All Federal rules apply.\*\***

14. ALL VEHICLES LEFT ON AUCTION PREMISES ARE AT OWNERS RISK. The Auction is not liable for any acts of God, stolen items, administrative errors or emissions.

15. Auction fees are chargeable to Seller & Buyer.

16. THE AUCTION IS NOT A PARTY TO THE CONTRACT OF SALE; WHICH IS BETWEEN SELLER & BUYER ONLY.

17. It is the Buyer's responsibility to know the vehicle & verify any sub-series, engine size, year & model before purchasing. Buyer may test drive a vehicle with an Auction employee only AFTER becoming the successful bidder in order to verify mileage & mechanical condition on all purchases before leaving the sale. Buyer is responsible for any damage that occurs to the unit during the test drive. **The auction is not responsible for the accuracy of written information on any vehicle.**

18. The Seller is responsible to ensure the year, model, odometer information, title brands (if any) and the selling description of their vehicle(s) are accurate and marked correctly. The Auction is NOT the SELLER

19. **"IF SALES" are binding on BUYER until 12 noon the day after the sale. It is the BUYER'S responsibility to contact the "IF" Department to ask whether or not the "IF SALE" was approved/rejected.**

**20. THE AUCTION RESERVES THE RIGHT TO VOID ANY TRANSACTIONS & RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE. THE DECISION OF AUCTION MANAGEMENT SHALL BE FINAL IN ALL DISPUTES.**

21. Vehicles registered are subject to inspection by the Florida Highway Patrol, FBI, National Auto Theft Bureau, Local Police & auction personnel. No unit will be offered for sale without a Serial Number Plate (Public VIN#).

**22. Vehicles 20 years or older are mileage exempt. However, a declaration of mileage does not cover odometer discrepancies or misrepresentations.**

**23. The Auction will endeavor to provide information on vehicle history, i.e. salvage, major damage, theft, flood, etc., as is available. However, the Auction does not guarantee information listed in Electronic Data Vehicle Histories (i.e. CarFax, Auto Check, etc.) and will not arbitrate solely on EDVH data.**

24. A buyer desiring to return a vehicle must make proper arrangements with the Auction 24 hours IN ADVANCE:

- The buyer must contact the **ARBT/RETURN DEPT.**
- The vehicle must be returned at set scheduled time during business hours unless approved by Manager. No returns will be received on Auction day.
- The vehicle must be in like condition without excessive mileage as determined by Management. (Average 30 miles per day)
- The Buyer may be charged \$.50 per mile (payable in cash) for anything deemed excessive before being accepted as a RETURN.

25. Sold vehicles not removed from Auction property before Monday are subject to a \$200.00 storage charge. Additional \$100 fee applied each day not removed after Monday. Vehicles left on outside parking lot overnight will be impounded by independent towing company at owner's expense.

26. Post-Sale Fees are as Follows:

**Full Post Sale Inspection: \$100.00**

**Mechanical Post Sale Inspection: \$75.00**

**Full Frame Check: \$85.00**

**Vehicles Post Sale Inspected are guaranteed until 1:00p.m. Friday after the sale. BUYER IS RESPONSIBLE FOR FEE regardless of pass or fail.**

27. The Auction will not "regular mail" titles UNLESS it is requested by owner of company. Auction is not responsible for lost or stolen titles. Fees may apply\*

### **FEES**

- 1) A service charge will be assessed to any vehicle that needs a battery &/or gas to run through the sale.
- 2) A \$200.00 LATE FEE will be assessed on all purchases not paid for on sale day. Additional \$100 fee each day left unpaid.
- 3) A \$150.00 SERVICE FEE will be assessed on all returned checks, plus \$100.00 late fee.
- 4) A \$50.00 FEE will be assessed for any replacement/returned Auction draft.
- 5) When approved by Auction Management a base fee of \$200.00 will be charged for obtaining duplicate titles
- 6) Dealers wanting to change Buyer on Bill of Sale will be charged a fee of \$50.00 per deal. **No exceptions.**
- 7) A \$100 FEE will be assessed to change a payment method once it has been processed. **No exceptions.**

### **PSI POLICY**

Vehicle Qualifications:

Green Light vehicles at this facility, with a final sale (bid) price over \$3,000 are eligible for a Post Sale Inspection.

#### **PSI Inspection Checklist:**

The Following items & areas are included as part of the FULL POST SALE INSPECTION.

- Odometer Verification
- Transmission Engages & Functions

- Engine Functions & Operation
- Frame or Unibody Structure Checked for Damage

#### **PSI Guarantee**

- Depending on the type of Post Sale Inspection selected, all items checked in the Post Sale Inspection are guaranteed until 1:00p.m. Friday after the sale.
- If an item or part that was inspected is believed to have failed during the guarantee period, the buyer must contact the Arbitration Dept. before the vehicle is returned to the Auction to be re-evaluated.
- If while re-evaluating the vehicle, the Arbitration Manager deems the unit to still be a "PASS", the BUYER may elect to have the unit sent to a third-party franchise dealership for diagnostic. If no Arbitratable items are found the BUYER would then also be responsible for the diagnostic charge as well as the transportation to/from said dealership. The Buyer can also request a price adjustment from the Seller. Once the Buyer and Seller agree to a **BID ADJUSTMENT** the unit is considered sold on an **AS-IS** basis and not subject to any further arbitration consideration.

**\*\*The Seller also has the right to elect for a third-party diagnostic if they don't agree with Arbitration Mgr\*\***

**•THE POST SALE INSPECTION GUARANTEE IS NOT A BUY-BACK POLICY BUT A GUARANTEE OF THE OPERATION & FUNCTION OF THE ITEMS INSPECTED.**

#### **PSI Terms & Conditions**

- The Buyer is responsible for the PSI Fee even if the vehicle fails inspection.
- The guarantees & provisions apply only to the original buyer of the PSI. This guarantee is voided once the vehicle is re-sold. The PSI guarantees cannot be transferred to any subsequent wholesale or retail vehicle buyer.
- Vehicle condition at the time of return must be the same or better as when purchased.

***South Florida Auto Auction Auto Liability Coverage. Notwithstanding release of liability terms herein, South Florida Auto Auction agrees to provide auto liability coverage for Dealers while South Florida Auto Auction employees or its designees operate non-owned Dealer vehicles whether on the premises or over the road.***

**THE AUCTION IS NOT RESPONSIBLE FOR ADMINISTRATIVE OR CLERICAL ERRORS**