

# **Treasure Coast Auto Auction, Inc.**

2900 Industrial 33<sup>rd</sup> Street

Fort Pierce, FL 34946

Office: 772-595-9454

Fax: 772-489-4286

[www.TCAutoAuction.biz](http://www.TCAutoAuction.biz)

**Weekly Auction Thursdays @ 3 PM**

## **Dealer Application Checklist:**

- \_\_\_\_\_ Copy of your current Dealer License
- \_\_\_\_\_ Copy of your current Dealer Bond
- \_\_\_\_\_ Copy of your current Sales Tax Certificate
- \_\_\_\_\_ Copy of a voided company check
- \_\_\_\_\_ Copy of driver licenses for all owners & representatives
- \_\_\_\_\_ Dealer's Representative Form
- \_\_\_\_\_ Banking Information Release Form
- \_\_\_\_\_ Dealer Guaranty Form
- \_\_\_\_\_ Dealer's Power of Attorney Form
- \_\_\_\_\_ Blanket Certification of Resale
- \_\_\_\_\_ Dealer Application Form

Thank you for choosing TCAA for your auction needs.  
If you have any questions, please contact our office at  
[info@tcautoauction.biz](mailto:info@tcautoauction.biz)

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**Dealer Information:**

**Date** \_\_\_\_\_

Company Name \_\_\_\_\_ Office # \_\_\_\_\_  
Address \_\_\_\_\_ Fax # \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Business Email \_\_\_\_\_  
Dealer is \_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation

**Bank Information**

Bank Name \_\_\_\_\_ Bank's Phone \_\_\_\_\_  
Bank's Address, City, State, Zip \_\_\_\_\_

**Request purchase status to be:**

Cash Only \_\_\_\_\_ Floor Plan \_\_\_\_\_ Checks \_\_\_\_\_ (Subject to Auction Approval)  
Wire Transfer \_\_\_\_\_ (\$20 Fee)

**Other Auction Sites with Whom Our Company is Registered:**

Auction Site Name \_\_\_\_\_ City/State \_\_\_\_\_ How Long \_\_\_\_\_  
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**Owners and Officers**

**Name** \_\_\_\_\_ **Title / Position** \_\_\_\_\_ **Cell Phone** \_\_\_\_\_

**Home Address** \_\_\_\_\_ **City, State,** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Social Security Number** \_\_\_\_\_ (Required - treated under the US Gov't Privacy Act of 1974)

**Email Address** \_\_\_\_\_

**Name** \_\_\_\_\_ **Title / Position** \_\_\_\_\_ **Cell Phone** \_\_\_\_\_

**Home Address** \_\_\_\_\_ **City, State,** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Social Security Number** \_\_\_\_\_ (Required - treated under the US Gov't Privacy Act of 1974)

**Email Address** \_\_\_\_\_

**Name** \_\_\_\_\_ **Title / Position** \_\_\_\_\_ **Cell Phone** \_\_\_\_\_

**Home Address** \_\_\_\_\_ **City, State,** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Social Security Number** \_\_\_\_\_ (Required - treated under the US Gov't Privacy Act of 1974)

**Email Address** \_\_\_\_\_

## Dealer's Representative Form

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Required - treated under the US Gov't Privacy Act of 1974  
Email Address \_\_\_\_\_  
Driver's License # \_\_\_\_\_  
\_\_\_\_\_  
Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Required - treated under the US Gov't Privacy Act of 1974  
Email Address \_\_\_\_\_  
Driver's License # \_\_\_\_\_  
\_\_\_\_\_  
Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Required - treated under the US Gov't Privacy Act of 1974  
Email Address \_\_\_\_\_  
Driver's License # \_\_\_\_\_  
\_\_\_\_\_  
Representative's Signature \_\_\_\_\_ Date \_\_\_\_\_

**I agree to notify you immediately in writing by registered mail of any changes in the above and to return to you the auction identification cards issued to the above. Until ID cards are returned to auction, I will be responsible for all sales and purchases made with these ID cards.**

Company Owner's Name \_\_\_\_\_  
Company Owner's Signature \_\_\_\_\_

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**Banking Information Release Form**

**Re:** \_\_\_\_\_

(Dealer name and account number)

To Whom It May Concern:

Your bank has been designated by the above as his/their principal depository and banking reference. We operate a wholesale automobile auction for licensed new and used car dealers. Since we guarantee all dealer checks for cars bought at our auction, we require that all dealers who do business here establish their financial responsibility.

We would be grateful to you if you would check mark below your estimate of this account. This information will be held strictly confidential and will be used only for our own purpose.

Regular Checking Account Since: \_\_\_\_\_

Insufficient Check History(Please Check One)      Average Balance (Please Check One)

\_\_\_ Does  
\_\_\_ Does Not

\_\_\_ Low      \_\_\_ 3 Figures  
\_\_\_ Medium      \_\_\_ 4 Figures  
\_\_\_ High      \_\_\_ 5 Figures  
                    \_\_\_ 6 Figures

**Requested Account Information**

Business                      Date                      Average  
Account: \_\_\_\_\_      Opened: \_\_\_\_\_      Balance: \$ \_\_\_\_\_

Personal                      Date                      Average  
Account: \_\_\_\_\_      Opened: \_\_\_\_\_      Balance: \$ \_\_\_\_\_

Number of Returned Checks: \_\_\_ Business: \_\_\_ Personal: \_\_\_

Do You Floor Plan  
for this account?

\_\_\_ Yes  
\_\_\_ No

Maximum dollar amount: \$ \_\_\_\_\_

Floor Plan Line -      New: \$ \_\_\_\_\_ Used: \$ \_\_\_\_\_

Floor Plan Outstanding- New: \$ \_\_\_\_\_ Used: \$ \_\_\_\_\_

Information Given By

\_\_\_\_\_  
Bank Stamp or Authorized Signature                      Date

\_\_\_\_\_  
Dealer Signature- Dealer Authorizes Bank to Release Above Requested Information      Date

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Phone (772) 595-9454 Fax (772) 489-4286

State of Florida  
County of St Lucie

**Limited Power Of Attorney and Indemnity Agreement**

I \_\_\_\_\_ (Dealer) do hereby appoint Treasure Coast Auto Auction, Inc. and its designees to act as out attorney in fact to sign and execute on behalf of client, all papers and documents that may be necessary pertaining to the sale and subsequent transfer of the vehicle, including without limitation, Certificates of Title and/or Registration of such vehicles, title transfers, odometer disclosure statements, and such documents as deemed necessary to convey purchases at auction, good title to vehicles by the undersigned to Auction to be sold at Auction as required by Federal or State Law. With reference to the odometer disclosure statement, unless otherwise instructed by client, in executing the odometer disclosure statement on behalf of client, Auction and/or its designees are directed to enter the mileage reading on the dashboard of each vehicles true and correct to the best of Client's information and belief, and client will indemnify and hold harmless Auction and its designees acting pursuant to the Power of Attorney, against reasonable attorney's fees, based upon or resulting from inaccuracy of the odometer reading on any vehicle or any odometer statement prepared in connection with the sale at auction of any vehicle, unless such inaccuracy is caused by the Auction or its designees. In consideration of Treasure Coast Auto Auction, Inc. agreement to execute such documents on Dealer's behalf from time to time, dealer shall indemnify, defend and hold harmless Treasure Coast Auto Auction, Inc., its affiliates, subsidiaries, officers, directors, employees, successors and assigns from and against any and all loss, damages, liability, claims, causes of actions, and expense of whatever kind and nature, arising from the transfer of ownership of any vehicle or from the execution by Treasure Coast Auto Auction, Inc., or its employees or agents of any certificate of title, odometer statement, bill of sale or other document necessary to transfer ownership of any vehicle. Notwithstanding the foregoing, nothing contained herein shall be construed to require Dealer to indemnify, Treasure Coast Auto Auction, Inc., from any gross negligence or willful misconduct of Treasure Coast Auto Auction, Inc., or its employees or agents. Dealer further agrees to guarantee and save the authorities of any state requested to process such transfer of title, from all responsibility with respect to this Power of Attorney.

\_\_\_\_\_  
Dealer Print Name & Title

\_\_\_\_\_  
Dealer Signature

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Notary Print name

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**BLANKET CERTIFICATE  
OF RESALE**

This is to certify that all material, merchandise, or goods (including reconditioning of motor vehicles) purchased by the undersigned from or through Treasure Coast Auto Auction, Inc., after \_\_\_\_\_ is purchases for the following purpose(s):

- Resale as tangible personal property.
- To be incorporated as a material or part of other tangible property to be produced for sale by manufacturing, assembling, processing, or refining.
- To be exported for sale, use, or consumption outside the continental limits of the United States.
- Other:

This certificate shall be considered a part of each order, which we shall give. This certificate is to continue in force until revoked. The undersigned is authorized to execute this document for the purchaser named below. Any purchase or reconditioning of a motor vehicle is to recondition that motor vehicle for resale by a dealer and required to collect sales tax on retail sales or motor vehicles.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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### **DEALER REGISTRATION GUARANTY AGREEMENT**

**IN CONSIDERATION OF TREASURE COAST AUTO AUCTION, INC. (hereinafter called Auction) allowing \_\_\_\_\_ (hereinafter called Dealer) TO BUY AND SELL MOTOR VEHICLES THROUGH AUCTION, THE UNDERSIGNED INDIVIDUAL (S), WHETHER ONE OR MORE, PERSONALLY AGREE AS FOLLOWS:**

- 1. They guarantee and warrant that the title to each motor vehicle sold by Dealer through Auction will be good and will be free and clear of all liens and encumbrances, whatsoever, that Dealer owns each motor vehicle and that Dealer has the lawful right to sell each motor vehicle.**
- 2. They are fully responsible for all actions of persons authorized by Dealer to represent Dealer at Auction. Dealer must report any changes in authorization to Auction in writing; however, de-authorization shall not be effective until the representatives Auction identification card has been returned to the physical possession of Auction.**
- 3. They guarantee full payment of any debts of Dealer to Auction for services of any nature whatsoever rendered by or on behalf of Auction, including any checks or drafts issued by Dealer or any Dealer's representatives and acknowledge that all financial obligations of Dealer to Auction will accrue interest at the highest rate allowed by law.**
- 4. They unconditionally guarantee the accuracy of the Odometer Mileage Statements given by or on behalf of Dealer in all sales of motor vehicles by Dealer through Auction, regardless of whether Dealer is at fault.**
- 5. If Dealer fails to pay Auction for a vehicle purchased by Dealer through Auction, Auction will be allowed to sell the vehicle to mitigate its loss without notice to the undersigned, and undersigned will be fully liable to Auction for any deficiency, including incidental and consequential damages. Notice of resale required by the any other law is waived.**
- 6. Auction shall have the right to refuse to transact business with Dealer to modify or release any and all collateral security to extend or change time of payment and to settle or compromise with Dealer without notice to them and without discharging or affecting their liability. This guarantee is continuing and they waive notice of acceptance hereof as well as presentment, demand liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor or creditors of Dealer shall not affect the enforceability of this agreement.**
- 7. They unconditionally agree to reimburse Auction for any loss, damage, expense, or costs, including attorney's fees, incurred by Auction as a result of any obligation arising pursuant to this agreement or as a result of any transaction Dealer is involved in at Auction, including payment made by Auction for valid business reasons even if Auction is not legally obligated to the payee. Venue for any civil action by or against Auction shall be in any county in the State of Florida, at Auction's sole option, and Dealer consents to personal jurisdiction of any Court of competent jurisdiction in Florida.**
- 8. Auction guarantees to the Seller Payment of all checks and drafts for drafts for motor vehicles sold through Auction.**



9. Auction guarantees to the Buyer the title of all motor vehicles purchased by Dealer through Auction to be free and clear of all liens and encumbrances at the time the auction invoice or such purchase is executed for a period of four (4) years from the date of purchase limited to the purchase price less 2% per month, but not beyond the date Dealer discovers or in the exercise of reasonable care should have discovered the existence of the title defect. This warranty does not cover mere technical defect which can be removed by execution and delivery of title documents of documents is support thereof, and inures only to the dealer who purchases the motor vehicle through the Auction. Failure of the purchasing dealer to furnish full particulars of any claim within five days after receiving notice of the same shall void this title warranty. The purchasing dealer shall not surrender possession of a motor vehicle except as required by legal process, nor shall such dealer pay or acknowledge any claim to the title of a motor vehicle without the approval of Auction, this warranty does not protect against claims affecting the motor vehicle that are known to the purchasing dealer at the time of sale, and does not apply to titles for boats, campers, trailers, or recreational unites.
10. Upon payment by Auction of any guarantee of payment or title pursuant to paragraphs 8 and 9, Auction shall be fully subrogated to any interest of Dealer in the claim paid by Auction.
11. Sufficient funds will be on deposit to pay any draft or check delivered by Dealer to Auction with regard to any transaction Auction at the time such check or draft is delivered to Auction, and such funds shall remain on deposit until such check or draft is paid.
12. Failure of the selling dealer to deliver to Auction title property reassigned for the purchasing dealer within 30 days from the date of sale is grounds for cancellation of the sale by the purchasing dealer. If notice of cancellation of the sale is received by the Auction, in writing, prior to delivery of the property reassigned title to Auction by the Selling dealer after the waiting period, selling dealer assumes all responsibility.
13. They are bound by all rules and regulations of Auction as such rules and regulations are amended from time to time.
14. They are obligated to promptly pay for any motor vehicle purchased by Dealer through Auction day of sale.
15. Auction is merely performing auction services for the selling and purchasing dealers, and all transactions which occur at Auction are transactions between the selling and purchasing dealers, and Auction is neither a buyer, seller, transferor, nor transferee by reason of having provided auction services to such dealers. Auction does not provide any warranty or guarantees of any nature whatsoever not specifically set forth in this agreement, including, but not limited to, warranties of merchantability of fitness for a particular purpose, and Auction does not in any manner whatsoever warrant the accuracy of odometer mileage statements, or mechanical or physical condition of any motor vehicle.
16. This instrument shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall insure to the benefit of Auction, its successors, assigns, and subrogates.
17. When there is more than one signatory to this agreement each signatory shall be jointly and severally liable under this agreement. The undersigned understanding that they are signing this guaranty contract, both in their capacity as owner or office of Dealer and in their capacity as individual(s).

\_\_\_\_\_ Date: \_\_\_\_\_  
 Signature Owner or Officer Title

\_\_\_\_\_ Date: \_\_\_\_\_  
 Signature Owner or Officer Title

# TREASURE COAST AUTO AUCTION

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[www.tcautoauction.biz](http://www.tcautoauction.biz)

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## TITLE HANDLING METHOD

Name of Dealership: \_\_\_\_\_

Please choose from the list below, the title handling method that you want applied to titles for vehicles that you purchase through our auction.

Hold Titles at the Auction

Fed-Ex                      Your Account Number: \_\_\_\_\_

UPS                              Your Account Number: \_\_\_\_\_

Regular Mail                      We will not be responsible for titles lost in transit.  
Please note there will be a **\$150.00** duplicate title fee.

Release Titles to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Special Notes: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



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## Buy & Sell Fee Schedule

Bid Price	Fee
\$0-399	\$100
\$400-999	\$150
\$1000-2999	\$200
\$3000-4999	\$250
\$5000-9999	\$300
\$10000-14999	\$350
\$15000 & Up	\$400

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## Auction Policies 2019

This is a licensed **DEALER ONLY** Auction and dealers must be approved and registered before buying and selling vehicles. **NO Retail Customers Allowed.** Any retail customers found on the premises will be escorted off the property. No Drivers, No Visitors, No Exceptions. Dealers are responsible for the actions of their representatives.

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

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

Absolutely no deals will be allowed before or after the vehicle crosses the block unless cleared by auction management. All deals must be processed through the office.

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

WHILE WE STRIVE TO KEEP OUR PROPERTY AS SAFE AND SECURE AS POSSIBLE, ALL VEHICLES LEFT ON AUCTION PREMISES ARE AT OWNERS RISK. THE AUCTION IS NOT LIABLE FOR ANY STOLEN ITEMS OR ADMINISTRATIVE ERRORS OR OMISSIONS.

Auction fees are chargeable to seller and buyer. Copies of the fee schedule are available in the auction office.

THE AUCTION IS NOT A PARTY TO THE CONTRACT OF A SALE. THE SALE CONTRACT REMAINS BETWEEN SELLER AND BUYER ONLY.

It is the buyer's responsibility to know the vehicle and verify engine size and model before purchasing. Buyer may test drive a vehicle only after becoming the successful bidder. Buyer is responsible for any damages that occur during test drive. Buyer is responsible for verifying VIN, model, year, mileage and mechanical condition on all purchases before leaving the sale. The auction is not responsible for the accuracy of written information on any vehicle.

The seller will not offer a vehicle for sale unless it is on a US Title in the seller's company name in compliance with current federal and state laws.

In regard to "IF SALES", with the buyer and seller present, and the buyer agrees to sign an "IF" sale contract, buyer is obligated for **24 HOURS** or until auction contacts the buyer with confirmation of existing bid price or re-negotiated sale price. **"IF SALES" are legal binding contracts.**

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.

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

Vehicles 10 years or older are mileage **EXEMPT**. However, a declaration of mileage does not cover odometer discrepancies or misrepresentations. Odometers that are inoperable must be announced.

Any vehicle judged to be unsafe will be rejected from the sale.

The auction does not guarantee information listed in Electronic Data Vehicle Histories (I.E. Car Fax, Auto Check, etc.) and will not arbitrate solely on EDVH data.

## SELLING DESCRIPTION

- Buying dealer is responsible for model, year, and miles regardless of windshield marking.
- All vehicles must have a public VIN plate on the dashboard or a DOT assigned VIN.
- In order to arbitrate for frame & Uni-body damages, the area must be specified.
- Seller is responsible for proper badging and sub series on units sold under the Green or Red light.

### ➤ GREEN LIGHT (Ride and Drive):

- Seller represents vehicle mechanically sound within a \$500.00 singular item, as determined by the arbitrator.
- Covers Odometer, Frame & Uni-body, Mechanical Motor, Transmission, Differential Noise (Exempt: Jeep, Explorer, Land Rover and Range Rover) Drivability issues over \$500.00.
- Green Light Does NOT Include Radios, DVD's, Power Acc. Convertible Tops, Power Windows or Navigation Systems.
- Wearable Items: Auction will NOT Arbitrate vehicles for wearable items. For purposes of this policy wearable items are defined as parts 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 and replacement and would include, but are NOT limited to: tires, wipers, brake pads, shoes, rotors, belts, hoses, lubricants/fluids, timing belts, bulbs, filters, shocks and struts. Any issues can be announced with a Yellow Light.

### ➤ YELLOW LIGHT (Special Defects):

- Except for announced special defects, the seller represents vehicle mechanically sound within \$500.00 as determined by the arbitrator.
- Hail damaged vehicle (Current model year only).
- Vehicle (current model year only with less than 10,000 miles) having significant paint work.

### ➤ RED LIGHT(AS-IS)

- Without warranty of any kind.
- The following must be sold“(AS-IS)” and will not be subject to arbitration regardless of Seller's failure to make the required Announcements as required in the Rules:
  1. \*\*A vehicle sale price of \$3000.00 or Less\*\*
  2. As-is with all faults regardless of Frame or Uni-body

**Vehicles sold with the following defects must be preceded by the following announcements of defects where applicable.**

- 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. Auction management deems these vehicles as automatically “RED LIGHT”.
- Gray market vehicles
- Police vehicle, taxi-cab, commercial/municipal
- Auction DOES NOT GUARANTEE make/year on the following equipment: boats, RVs, ATVs, golf carts, motorcycles, trailers, snowmobiles, jet skis, antiques, farm equipment, dune buggies & kit cars
- Make/year is the responsibility of the seller.

- 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, MUST BE ADDRESSED DAY OF SALE.
- True miles unknown or odometer discrepancy.
- Vehicle with reassigned Vehicle Identification Number.
- Vehicles with altered VIN Plates (ALL VEHICLES MUST HAVE VIN PLATE ON DASH).
- Vehicle manufactured for the Canadian market (Special rules apply).
- Manufacturer lemon-law buybacks when it is in factory warranty.
- Vehicle on MSO
- Vehicle not equipped with factory A/C or deployed airbags
- Diesel, Propane, and Hybrid engines

\*\*\*\*\*

Failure to make the appropriate announcement will subject the vehicle to arbitration. Arbitration must occur within 7 business days of date the vehicle was purchased with respect to frame damage, rebuilt, salvage, Canadian, or flood vehicle.

Documentation substantiating prior rebuilt, salvage, flood or major damage history is required to arbitrate these defects, as determined within 6 months of purchase. In all other cases, arbitration must occur on the date of sale.

The Arbitration Department will only accept one specific arbitration issue.

Upon accepted/rejected arbitration, no additional arbitration will be considered.

**THE ARBITRATION MANAGEMENT DECISION IS FINAL AND BINDING ON BOTH THE SELLER AND THE BUYER.**

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**ITEMS NOT SUBJECT TO AUCTION ARBITRATION:**

- AIR RIDE SYSTEMS ARE NOT ARBITRATABLE ON ANY UNITS
- Oil leaks on BMW
- Oil seepage, i.e. valve cover gaskets, oil pan gaskets, etc.
- Any vehicle that leaves property
- Power accessories
- Radios, DVD players
- Power windows, power ACC
- Navigation Systems
- Electrical Components
- Gauges/ warning lights
- Computer control units
- Diesel/ Propane/ Hybrid engines (Must be Announced)
- Convertible tops
- Brakes- ABS
- Hitches- tow, fifth, trailer, installed on vehicle bolted or welded (removed hitches are subject to arbitration)
- Airbags & Safety restraint systems and lights pertaining to these
- Sludge
- Turbo & supercharger clutches (wear and tear item)
- CV joints

- Status of books and remaining factory warranty
- Status of luxury tax on MSO vehicles
- Air conditioning
- Vehicle towed or pushed across the block
- Mechanical defects reported after the vehicle leaves property or after sale day (unless vehicle was post sale inspection by the auction within policy)
- Altered suspension (structural alteration for altered suspension)

➤ **BLUE LIGHT (TITLE DELAY):** Vehicle sold with title pending must be announced. Thirty (30) days is standard.

- If title is not present on the day of sale, the seller must announce at the time of sale that “title is not present”. Otherwise, the sale of the vehicle can be rescinded by the buyer. If the announcement is made, but the title to the vehicle is not presented to the Auction within thirty days from date of the sale, then the Auction may rescind the sale. If the title is not produced within the thirty-day period and buyer elects to return the vehicle, the auction office must be given notice regarding intent to return the vehicle by the buyer.
- Reference ‘return policy’ section information on returns
- If the auction does not produce title within twenty-four hours of notice from buyer, the sale can be rescinded. If the title is received within the twenty-four hour 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.
- Seller is responsible for all transportation expenses due to failure to produce title.
- We do not guarantee titles on recreational vehicles such as boats, motorcycles, trailers, snowmobiles, jet skis, antiques, dune buggies, kit cars, and vehicles not sold “under the hammer”

**RETURNS:**

- A Buyer desiring to return a vehicle must make proper arrangements with the auction 24 hours IN ADVANCE.
- The buyer must contact the auction **arbitration manager or title clerk** depending on the circumstances of return.
- The vehicle must be returned during business hours
- The vehicle must be in the original condition as time of sale without excessive mileage **NO MORE THAN 250 ADDITIONAL MILES.**
- The buyer will be charged if more than **250 miles** above odometer reading at time of sale at a rate of **50 cents per mile.**
- Sold vehicles left inside auction property after 10 calendar days are subject to a **\$50.00** initial fee and **\$10.00** per day storage charge.
- Vehicles left on outside parking lot overnight will be the responsibility of the owner of the vehicle at time it was put outside and is subject to being towed by an independent towing company.
- **Auction will not reimburse a dealer for transportation, reconditioning, or other work performed on vehicles that are returned.**

**PSI POLICY:**

**VEHICLE QUALIFICATIONS:**

- Green Light vehicles
- Run at this facility in the lane
- Final sale price over \$3000.00

**POST SALE FEES:**

- Full Post Sale Inspection **\$90.00**

- High line Post Sale Inspection **\$145.00** (Volvo, Mercedes Benz, BMW Etc.)

#### **PSI INSPECTION CHECKLIST:**

- The Following items and areas are included as part of the Post Sale Inspection. The Checklist applies to defects that are singularly \$500.00 or more to repair or replace on vehicles Sold In-Lane:
  - Odometer Verification'
  - Transmission Engages & Operation
  - Engine Function & Operation
  - 4x4 System Engagement
  
  - ABS/ Brakes Function
  - Flood Inspection
  - Frame or Uni-body Structure Checked for Damage
- The Following Are Excluded and Not Covered Under the PSI Policy:
  - Any Vehicle Sold "AS-IS"
  - Vehicle with a Sale Price of \$3000.00 and Under
  - Kit Cars
  - Exotic Vehicles
  - Modified Vehicles
  - Diesel Vehicles
  - Vehicles or Conditions Specifically Excluded in the Most Current NAAA Arbitration Policy.

#### **PSI GUARANTEE:**

- Guaranteed for 7 DAYS after the day of Sale
- If an item or part that was inspected fails during the guarantee period, the item will be replaced or repaired at OUR option.
- Vehicle challenged for issues must have 150 miles or less accumulated on the odometer between the time of inspection and the challenge date.
- **THE POST SALE INSPECTION GUARANTEE IS NOT A BUY- BACK POLICY BUT A GUARANTEE OF THE OPERATION AND FUNCTION OF THE ITEMS INSPECTED.**

#### **PSI TERMS AND CONDITIONS:**

- The Buyer is responsible for the PSI fee even if the vehicle fails inspection.
- The guarantees and 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.
- Vehicles that pass the PSI and are later found to have arbitrate able items will be processed in the same manner as all other arbitration in discussion with the seller.
- If a vehicle fails a Post Sale Inspection and the Buyer chooses to void the sale based on misrepresentations made to the vehicles condition, the vehicle would enter the arbitration process.
- Vehicle condition at the time of return must be the same or better as when purchased.

#### **MAIL POLICY:**

The auction will not **"regular"** mail titles **UNLESS** it is requested by the owner of the Company. The auction is **NOT** responsible for lost or stolen titles.

#### **FEES:**



- A service charge will be assessed to any vehicle that needs battery and/ or gas to run through the sale.
- A **\$150.00 LATE FEE** will be assessed on all purchases not paid for on sale day.
- A **\$200.00 SERVICE FEE** will be assessed on all RETURNED CHECKS (NSF) (CLOSED ACCOUNTS)
- When approved by Auction Management, a **\$150** fee will be charged for DUPLICATE TITLES

Seller is responsible for all costs and charges, including auction fees, in the event of seller misrepresentation resulting in rejection by the buyer.

Auction not responsible for Emissions Inspection.

Buyer must pay on the 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 may result in loss of auction privileges and returned check fee charge (note fee schedule). All unpaid deals will be charged \$150.00 late fee per unit after sale day.

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

**THE AUCTION IS NOT RESPONSIBLE FOR ADMINISTRATIVE OR CLERICAL ERRORS**  
**AUCTION POLICIES as of January 1, 2017**  
 Weekly Consignment Sales Thursday at 3pm

**Treasure Coast Auto Auction, Inc**  
 2900 Industrial 33<sup>rd</sup> Street  
 Fort Pierce, FL 34946  
 Phone: 772-595-9454  
 FAX: 772-489-4286

**OFFICE HOURS:**  
 Monday – Wednesday 9 am-5 pm  
 Thursday 9 am- End of Sale  
 Friday 9 am- 3pm  
 WWW.TCAUTOAUCTION.BIZ

**I understand and agree to the terms and policies above stated by Treasure Coast Auto Auction, INC**

Dealership Name \_\_\_\_\_  
 Printed Signature \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_