



Auction Policies

Apply to In-Lane & On-Line

- This is a licensed DEALER ONLY Auction. Dealer must be registered and approved before buying and selling vehicles. NO retail customers allowed. Retail customers found on premises will be escorted off property and the Company will lose auction privileges. No Visitors. Owner is responsible for the actions of their representatives.
- Auction issued Dealer ID cards must be used at all times; each dealer must have their own bidder badge. Auction issued dealer card is not to be shared with anyone.
- 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.
- Absolutely no deals 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.
- Auction is not bound by the vehicle grades or other types of scoring systems placed upon vehicles.

General Auction Policies:

- THE AUCTION RESERVES THE RIGHT TO VOID ANY TRANSACTION AND RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE. THE DECISION OF AUCTION MANAGEMENT SHALL BE FINAL IN ALL DISPUTES.
- THE AUCTION IS NOT A PARTY TO THE CONTRACT OF SALE, SALES ARE BETWEEN SELLER AND BUYER ONLY.
- Auction fees are chargeable to seller and buyer. Copies of the fee schedule are available in the auction office.
- The auction is not responsible for the accuracy of written information on any vehicle. Auction is not responsible for clerical errors on printed material. **AUCTIONEER/VIDEO SUPERCEDE ALL OR ANY CLERICAL ERRORS!**
- **Buyers** must pay on the day of auction sale, by check, cash, or floorplan. Refusal to honor a check payable to the auction without prior approval may result in loss of auction privileges, return fees or both. Wire transfers must be completed with a fax confirmation by Monday, or late fees will incur.
- IF SALES with the buyer and seller present: Buyers agreeing to an "IF" sale are obligated until auction contacts the buyer with the confirming existing bid price or re-negotiated via text/email/phone call. **IF sales are legal binding contracts. THURSDAY SALE: IF DEALS WILL EXPIRE AT 5PM FRIDAY.**

- Vehicles registered are subject to inspection by the Florida Highway Patrol, FBI, National Auto Theft Bureau, Local Police, and auction personnel.
- Vehicles 20 years or older are mileage exempt. However, a declaration of mileage does not cover odometer discrepancies or misrepresentations.
- The auction will endeavor to provide information on vehicle history e.g., major damage, theft, flood, etc., as is available through Auto Check. However, the auction does not guarantee information listed in Electronic Data Vehicle Histories (e.g., Carfax, Auto Check, etc.) and will not arbitrate solely on EDVH data.
- Condition Reports: Provided as a convenience and in many cases are products of one individual's opinion. The auction will not be responsible for minor errors contained in the condition report. Decisions of the auction will be final in all disputes.
- ALL VEHICLES LEFT ON AUCTION PREMISES ARE AT OWNERS RISK. AUCTION IS NOT LIABLE FOR ANY STOLEN ITEMS OR ADMINISTRATION ERRORS OR OMISSIONS. Sold vehicles left inside auction property are subject to storage fees.
- *The auction will not send titles by regular mail unless it is requested by owner of company, and we have credit on account up front. Auction is not responsible for lost or stolen titles sent via USPS, FedEx, or UPS.*
- All the following are deemed RED light, AS-IS, Auction does not guarantee titles on Recreational Vehicles, e.g., boats, motorcycles, trailers, snowmobiles, jet skis, antiques, dune buggies, kit cars, etc.
- Vehicles not sold "under the hammer"
- Vehicles with "Branded Titles" must be announced. **ALL FEDERAL RULES APPLY.**

ANNOUNCEMENTS

- **The Buying Dealer is responsible for Model, Year, Miles, and Mechanical Condition regardless of windshield marking or catalogue.**
- **All Vehicles must have a public VIN plate on dashboard, or DOT assigned VIN.**
- **For you to arbitrate for Frame or Unibody the damaged area must be specified.**
- **Seller is responsible for proper badging and sub series on units sold under the green or red light.**

BLUE LIGHT (Title Delay)

Vehicle sold with title pending must be announced. 30 days is standard. (Special Rules Apply)

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

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

- The Buyer must contact the Auction 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.
- The vehicle must be returned during business hours.
- The vehicle must be in the same condition without excess mileage as determined by the Arbitration Manager. (Average 30 miles per day)

- The Buyer may be charged for anything deemed excessive.
- The Buyer should not sell or spend money on a title absent vehicle until the title has been transferred.
- Auction is not responsible for any charges or expenses incurred on a title absent vehicle.

GREEN LIGHT (Ride and Drive)

Seller represents vehicle mechanically sound within a \$800.00 singular item, as determined by the arbitrator.

- Green Light does not include radios, DVD's, power accessories, convertible tops, sunroofs, 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 part of the vehicle for which 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-chains-tensioners, bulbs, filters, shocks, and struts.

YELLOW LIGHT (Special Defects)

Except for announced special defects, seller represents vehicle mechanically sound within \$800.00 as determined by the arbitrator.

RED LIGHT (AS-IS)

Without warranty of any kind. The following are "AS-IS" and **WILL NOT** be subject to arbitration **regardless** of Seller's failure to make the required Announcements.

- ****A vehicle sale price of \$3,000.00 or less regardless of light displayed****
- True miles unknown (TMU) or odometer discrepancy must be announced.
- Non-Working Odometer issues must be delt with on day of sale only.

Required Announcements:

Failure to make the appropriate announcement will subject the vehicle to arbitration unless the vehicle sells for \$3,000.00 or less. Arbitration with respect to frame damage, rebuilt, salvage, Canadian or flood vehicle must occur within 7 business days of the date the vehicle was purchased. 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 date of sale.

The Arbitration Department will accept only one specific arbitration issue. Upon accepted/rejected arbitration, no additional arbitration will be considered.

Announcements include:

- Frame/Unibody/Rust
- 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, taxicab, commercial/municipal vehicles.

- Auction DOES NOT GUARANTEE Make or Year on the following equipment: boats, RVs, ATVs, golf carts, motorcycles, trailers, snowmobiles, jet skis, antiques, farm equipment, dune buggies, and kit cars. Make and Year is the responsibility of the Seller.
- Any vehicle without proper emissions control equipment (e.g., catalytic converter, diesel particulate filter)
- Flood damage vehicle
- Vehicles on MSO must be announced
- Vehicle not equipped with deployed airbags
- Vehicles not equipped with factory A/C
- After Market Sunroofs and Moonroofs

THE ARBITRATOR'S DECISION IS FINAL AND BINDING ON BOTH SELLER AND BUYER.

ITEM NOT SUBJECT TO AUCTION ARBITRATION:

Any Vehicles (EV)

- Electric Vehicle (EV)
- Air Ride Systems
- Any and all oil leaks on BMW
- Power Accessories of any kind
- Radios, DVDs, Navigation Systems
- Electrical Components
- Gauges/warning lights
- Computer control units
- Hybrid Batteries
- Convertible tops
- Hitches – Tow, Fifth Wheel, Trailer, installed on vehicles bolted or welded.
- Differential is exempt on Jeeps, Explorer, Land Rovers and Range Rover
- Airbags and Safety restraint systems and lights
- Clutches – wear and tear items
- CV Joints
- Status of books, records and remaining factory warranty
- Status of luxury tax on MSO vehicles
- Air conditioning/AC Controls
- Altered suspension. Structural alterations for altered suspension
- Mechanical defects reported after vehicle leaves auction or after sale day, unless a Post Sale Inspection was performed.
- Vehicles towed or purchased across the block
- Any other item deemed so by auction management
- DIESEL: 5 year & newer from current model year are NOT subject to arbitration for emissions or exhaust – including inoperable or missing
- Oil leaks that are NOT actively dripping and/or visible by inspection

PSI POLICY

Vehicle Qualifications:

Green Light vehicles that run at this facility in the lane, with a final sale price over \$3,000.00 with 150,000 miles or less are eligible for a Post Sale Inspection.

- **Sale Day Arbitration:** All vehicle Arbitrations and/or Post Sale's must be ordered on sale day
- **Arbitrations: After Sale Day: Vehicle arbitration (Arbs/PSI's) must be returned by Thursday – 12:00 following the prior sale week that Friday before or NO ARBITRATION!**
- Buyers – It is your responsibility to confirm your purchase is in PSI. No Exceptions!
- If the buyer does not purchase a post-sale inspection, the buyer only has the auction day of sale to arbitrate.
- Vehicle must be paid in full before dealer is able to receive a test drive off property. The buyer is responsible for any damage that occurs during the test drive.

Post Sale Inspection Checklist In-lane and On-line

The Following items and areas are included as part of the FULL POST SALE INSPECTION. The Checklist applies to defects that are singularly \$800.00 or more to repair or replace on Vehicles Sold In-Lane and \$800.00 Cumulative Visible Damage on Vehicles Sold On-Line.

- (MECH) Odometer verification
- (MECH) Transmission engages & functions
- (MECH) Engine engages & functions
- (MECH) 4x4 system engages & functions
- (Frame) Flood inspection
- (Frame) 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 for 7 days from the day of sale. (Sale Day is considered Day 1)**
- If an item or part inspected fails during the guarantee period, the item will be replaced or repaired at **OUR** option.
- Auction reserves the right to assess an invalid arbitration fee of \$200 to the buyer.

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 void once the vehicle is re-sold. The PSI guarantees cannot be transferred to any subsequent wholesale or retail vehicle buyer.
- Vehicle passing PSI and later found to have arbitrable items will be processed in the same manner as all other arbitrations. If the arbitrable items found were missed during PSI, Auction will be responsible for the 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 about the vehicle condition, the vehicle will enter the arbitration process.
- If the buyer and seller agree to a Big Adjustment the unit is considered to be sold on an **AS-IS** basis and not subject to any further arbitration consideration.

- Vehicle condition at the time of return must be the same as or better than when purchased
- The Buyer may be charged for anything deemed excessive before being accepted as a return
- Vehicle challenged for issues must have 150 miles or less accumulated on the odometer between the time of inspection and the challenge date.

PSI General Ineligibility

The following are excluded and not covered under the PSI Policy:

- Any vehicle sold AS-IS and any vehicle exceeding 20 model years
- Vehicles with a sale price of \$3,000.00 and under
- Vehicles with mileage in excess of 150,000
- Kit cars
- Exotics Vehicles
- Modified vehicles
- Vehicles or conditions specifically excluded in the current NAAA Arbitration Policy
- IN ORDER TO ARBITRATE ANY HI-SERIES VEHICLE, IT WILL HAVE A PER ITEM DOLLAR AMOUNT QUALIFICATION THRESHOLD OF 3% OF THE PURCHASE PRICE
- PSI INELIGIBILITY VEHICLE LIST-EXOTIC AND/OR HANDMADE VEHICLES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

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ALL Electric Vehicles	Alfa Romero	Dodge Viper
Mercedes G Wagon	AMC H1	Ferrari
Mercedes SLR Models	Accura NSX	Fisker
Mitsubishi Lancer EVO	Aston Martin	Ford GT
Nissan GT-R	Audi R8	Lamborghini
Panoz	Bentley	Lotus
Porsche 911	BMW i8	Maybach
Subaru WRX	DMC 12	McClaren
Tesla	Dodge Demon	

Auction Will Not Reimburse Dealer for Transportation, Reconditioning or Other Work or Expenses Performed on Vehicle that are Returned.

Fees:

Auction Fees are chargeable to the Seller and the Buyer. Copies of the fee schedule are available in the auction office.

- A service charge will be assessed to any vehicle that needs a battery and/or gas to run through the sale.
- \$200.00 LATE FEE will be assessed on all purchases not paid for on sale day
- \$300.00 SERVICE FEE will be assessed on all returned checks
- \$50.00 charge will be added to internet bid purchase
- \$25.00 FEE will be added to all vehicles Floored Planned
- When approved by Auction Management, a \$200.00 Fee will be charged for duplicate titles, plus any shipping fees.

- **STORAGE FEES:** Reasonable DAILY STORAGE FEES OF UP TO \$25 PER DAY SHOULD ANY VEHICLE BE LEFT ON TREASURE COAST AUTO AUCTION PREMISES
- **ALL VEHICLES THAT HAVE RUN MORE THAN 2 (TWO) TIMES WILL BE CHARGED A \$50.00. NO SELL FEE PER WEEK STARTING ON THE 3 (THIRD) WEEK AND CONTINUES THEREAFTER!**

“Treasure Coast Auto Auction Auto Liability Coverage. Notwithstanding release of liability terms herein, Treasure Coast Auto Auction agrees to provide primary auto liability coverage for Dealers while Treasure Coast Auto Auction employees or its designees operate non owned Dealer vehicles whether on the premises or over the road.”

POLICIES UPDATED 08/07/2024

Treasure Coast Auto Auction
 2900 Industrial 33rd St
 Fort Pierce, FL 34946

Office Hours:
Monday-Wednesday 9:00am to 5:00 pm
Thursday 9:00 am to 7:00 pm
Friday 9:00 am to 5:00 pm

Phone: 772-595-9454 Fax:772-489-4286

www.TCAutoAuction.biz

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

Dealership Name: _____

Printed Signature: _____

Signature: _____

Date: _____