



Auction Policies 2023

Apply to In-Lane & On-Line

- This is a licensed DEALER ONLY Auction and Dealers must be approved and registered before buying and selling vehicles. NO retail customers allowed. Retail customers found on premises will be escorted off property and Company will lose auction privileges. No Drivers, No Visitors, No Exceptions. 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 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.

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!**
- Buyer must pay on day of auction sale, by check, cash (**must be in nomination of \$50+ - no payment in \$20s will be accepted**), 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 confirmation existing bid price or re-negotiated sale price via text/email/phone call. **IF sales are legal binding contracts.**
- 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., salvage, 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.

- ALL VEHICLES LEFT ON AUCTION PREMISES ARE AT OWNERS RISK. AUCTION IS NOT LIABLE FOR ANY STOLEN ITEMS OR ADMINISTRATIVE 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.*
- 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**
- Any vehicle judged to be unsafe will be rejected from the sale

ANNOUNCEMENTS

- **Buying Dealer is responsible for Model, Year, and Miles regardless of windshield marking or catalogue.**
- **All Vehicles must have a public VIN plate on dashboard, or a DOT assigned VIN.**
- **In order 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 Auctions 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 excessive 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.
- **Regardless of the 24 hour notice, if the title arrives at Orlando Longwood Auto Auction before the vehicle, SALE REMAINS SOLD.***

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 \$750.00 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 dealt 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 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 with reassigned Vehicle Identification Number
- Vehicles with altered VIN plates. ALL VEHICLES MUST HAVE VIN PLATE ON DASH
- Vehicles manufactured for the Canadian market (special rules apply)
- Vehicle (current model year only with less than 10,000 miles) having significant paintwork
- Manufacturer lemon-law buybacks when vehicle is within factory warranty period
- Vehicles on MSO must be announced
- Vehicles not equipped with factory air conditioning or 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.

ITEMS NOT SUBJECT TO AUCTION ARBITRATION:

Any Vehicle that Exits the Auction Gate is not eligible for Arbitration or Post Sale Inspection

- Electric Vehicles (EV)
- Air Ride Systems
- Any and all oil leaks on BMW
- Power Accessories
- Radios, DVDs, Navigation Systems
- Power Windows, Power Accessories
- Electrical Components
- Gauges/warning lights
- Computer control units
- Hybrid Batteries
- Convertible tops
- Hitches – Tow, Fifth Wheel, Trailer, installed on vehicles bolted or welded. Removed Hitches Are Subject to Arbitration

- Differential Noise is exempt on Jeeps, Explorers, Land Rovers and Range Rover
- Airbags and Safety restraint systems and lights
- Clutches – wear and tear item
- 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 pushed 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.
- Gas: 10 year & newer from current model year are subject to arbitration for emissions or exhaust – including inoperable or missing.

PSI POLICY

Vehicle Qualifications:

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

- **Sale Day Arbitrations:** All vehicle Arbitrations and/or Post Sale's must be ordered on sale day before 4:30pm!
- **Arbitrations: After Sale Day: Vehicle arbitrations (Arbs/PSI's) must be returned by Thursday – 4:00pm 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 actual day of sale to Arbitrate.
- Vehicle must be paid in full before dealer is able to receive a test drive off property. Buyer is responsible for any damages that occur during test drive.

Post Sale Fees are as Follows: SEE FEE RATE CHART AT FRONT COUNTER.

- Full Post Sale Inspection 7 Days Only
- Mechanical Post Sale 7 Days Only
- Frame 7 Days Only

PSI 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
- (MECH) ABS 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 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.

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.
- Vehicles 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 vehicles condition, the vehicle will enter the arbitration process.
- If buyer and seller agree to a Bid 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.
- 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
- Vehicles with a sale price of \$3,000 and under
- Vehicles with mileage in excess of 125,000 miles
- Kit cars
- Exotic vehicles
- Modified vehicles
- Vehicles or conditions specifically excluded in the most current NAAA Arbitration Policy
- PSI INELIGIBILITY VEHICLE LIST-EXOTIC AND/OR HANDMADE VEHICLES, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

INCLUDING BUT NOT LIMITED TO THE FOLLOWING:		
ALL ELECTRIC VEHICLES		
ALFA ROMERO	DODGE VIPER	MERCEDES G WAGON
AMC H1	FERRARI	MERCEDES SLR MODELS
ACURA NSX	FISKER	MITSUBISHI LANCER EVO
ASTON MARTIN	FORD GT	NISSAN GT-R
AUDI R8	LAMBORGHINI	PANOZ
BENTLEY	LOTUS	PORSCHE 911
BMW ALPINA	MASERATI	ROLLS-ROYCE
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 Vehicles that are Returned.

FEES:

Auction fees are chargeable to seller and 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 each internet bid purchase
- \$25.00 FEE will be added to all vehicles FloorPlanned
- \$200.00 FEE is the minimum charge for duplicate titles plus any shipping fees
- \$15.00 charge will be added to each stocked vehicle for Black Widow Image Package.
- When approved by Auction Management, a \$200.00 fee will be charged for duplicate titles.
- **STORAGE FEES:** Reasonable DAILY STORAGE FEES OF UP TO \$25 PER DAY SHOULD ANY VEHICLE BE LEFT ON OLAA'S PREMISES.