

Tallahassee Auto Auction Policy Guide

General Policies

Thank you for making Tallahassee Auto Auction your auction of choice. Participation at the Auction is by invitation only. Any misconduct or violation of any rule or policy will be grounds to revoke dealer's right to participate or use the Auction's facilities.

It shall be the responsibility of all customers to review the Auction's rules, policies, and any revisions thereto, **before doing business at the Auction.**

All vehicles 10 years old or older will be sold "Miles exempt". There will be absolutely NO arbitration for miles or odometer on these vehicles.

The Auction does not guarantee information listed in Electronic Data Vehicle Histories (CarFax, AutoCheck, etc) and may not arbitrate solely on EDVH data.

This is a dealer only Auction. Retail customers are not allowed. Any dealer who brings retail buyers to this Auction may lose his/her auction privileges. Retail customers will be subject to criminal trespassing charges. Drivers are allowed on premises on sale day provided that a valid driver's license is on file at the auction. Dealers are responsible for the action of their drivers while they are on the Auction premises.

The sales at the Auction are intended to promote fair and ethical treatment to both the Buyer and Seller. If the Auction determines that the transaction is not fair and ethical to either party, the seller or buyer agree that the Auction may cancel the sale, at management's sole discretion.

Upon acceptance of the Auction's identification card, the person, corporation or firm whose name is embossed on the card, agrees to pay for all purchases. The auction reserves the right to cancel the identification card at any time and to demand surrender of the same. Replacement cards are \$10. Damaged cards will be replaced at no cost when returned to TAA.

Consignor and Buyer will indemnify, defend, and hold harmless the Auction, its agents and employees, from and against any claims, losses, damages, liabilities, causes of action, costs and expenses (including with limitation, attorney's fees and expenses) arising out of or resulting from the purchases, transport, reconditioning repair, storage, purchase or transfer of ownership of any vehicle or from any action taken by Auction on the buyer's behalf in order to transfer the seller's interest in a vehicle to the buyer.

The Auction is not a party to the contract of the sale. The sale contract is between the Seller and Buyer only. All warranties are those of the seller only. The Auction makes

no warranties, implied or expressed. The Auction is not responsible for and does not guarantee writing on windows, accuracy of odometer readings, odometer statements, or damage disclosure statements.

The auction reserves the right to review any audio/video documentation for verifying accuracy of the sale.

Auction is not responsible for the transfer delivery or validity of factory warranties or other warranties of third parties.

Vehicles are left on the auction premises at owner's risk. Auction shall not be held responsible for loss or damage, even though the keys and car may be placed in the auction's custody for services which are made available to customers on these terms. Dealer assumes all risks of loss and liability for vehicles removed from Auction premises. Auction assumes no responsibility for theft, fire, flood, weather or other acts of God.

All vehicles entered for sale will have a valid Vehicle Identification Number (VIN) plate affixed to the vehicle by the manufacturer or have a state reassigned VIN plate. Management reserves the right to reject any vehicle with a missing or damaged VIN plate.

Registration

Only licensed motor vehicle dealers or their authorized representatives, first approved by TAA, may do business at the Auction and must furnish current copies of the following:

1. A completed Auction Access application
2. Motor Vehicle dealer's license
3. Dealer bond
4. Driver's license
5. Auction Guaranty
6. Dealer's power of attorney
7. Signed copy of receipt of Auction policies

Auction reserves the right to access credit reporting agencies to obtain and verify credit history. It is the sole responsibility of the dealer to notify Auction of changes and/or updates in writing.

Use of Premises

Keys must be left in **ALL vehicles on Auction property.**

Lot speed limit is **5 MPH – BE ALERT!**

We love your children! For their safety, no children less than 16 years of age are allowed on premises.

All vehicles are subject to inspection by law enforcement agencies. Plainclothes as well as uniformed police are on duty during various times to protect the Auction and its customers.

Buyers must remove purchased vehicles within 7 days of purchase date. Vehicles not removed and left over 30 days will be considered abandoned and will be sold for storage and other accrued expenses.

All vehicles left in the front customer parking lot over 24 hours will be considered as "Abandoned" and will be towed at the owner's expense.

The Auction reserves the right to refuse any vehicle deemed unsafe.

Seller Responsibilities

1. Seller will be held responsible for the accuracy of any representations (verbal or written) made by seller or auctioneer at the time of sale. This includes year, model, mileage, announced conditions, and the corresponding lights under which the vehicle is being sold. The seller agrees to notify auction personnel of his/her inability to participate, in person, to represent their vehicles
2. Mileage announcements are not required on vehicles deemed exempt from Federal/State Odometer and Title disclosure laws unless a mileage discrepancy is known or apparent to the seller. The seller may represent miles on exempt vehicles – any statement made by the Seller and all known odometer discrepancies are grounds for arbitration.
3. Title discrepancies must be announced including but not limited to, salvage, rebuilt, not actual miles, odometer replacements, flood/fire history and Lemon Law Buybacks.
4. The Seller is responsible for reimbursement of all reasonable documented expenses incurred by the Buyer on vehicles arbitrated for unannounced conditions. Expense reimbursements will be at the sole discretion of the Auction and will, at times be limited.
5. All titles submitted must be in the Seller's name. It is the Seller's responsibility to ensure that a sold vehicle's title is negotiable and that the title is clear of all liens and encumbrances.
6. Seller has the responsibility to produce a negotiable title to Auction within a maximum of 30 days of the date of sale [sale day is day one (1)], on vehicles sold as Title Delay (no title present at time of sale).
7. Upon transfer and delivery of acceptable title to Auction, TAA will pay seller for vehicle, by Auction check, less sale fee and any other amounts owed by the seller.

****The Auction reserves the right to offset any unpaid charges, fees, or monies owed against any sale proceeds.**

Buyer's Responsibilities

1. Buyer will inspect the vehicle prior to AND immediately following the sale. The Buyer must verify the Seller's representations and notify the Auction of any discrepancies within 3 hours of sale or IF offer. Buyer will verify odometer reading and operation BEFORE leaving the Auction.
2. Mileage and other information written on the window of sale vehicles or in Auction Catalogs is for the convenience of the Buyer and is not to be relied upon as accurate or complete. The Auction will NOT arbitrate vehicles based on incorrect information written on a vehicle or in the catalog.
3. The Buyer will follow Auctioneer's cadence on price and announced conditions – any discrepancy concerning price or lights must be addressed BEFORE signing the bill of sale. The Auction will not arbitrate defects visible from the block or announced conditions printed on the block ticket after the signature is acquired.
4. Buyer will pay the bid price plus a Buyer's fee and draft fees (if applicable). Payment must be made on

day of sale. Floor Plan payments must be established on day of sale. Any buyer paying late will be assessed a fee of \$100. Buyer guarantees sufficient funds are available and will remain on deposit at Buyer's bank to cover all checks and drafts. Buyer agrees to pay a \$100 fee in the event any check or draft is returned to the Auction for insufficient funds. TAA will not redeposit checks or drafts returned for insufficient funds. All NSF transactions must be recovered in the form of cash or money order.

5. Buyer should thoroughly check and test drive EVERY vehicle purchased, even those with pending IF offers. If there is any problem, a complaint must be properly filed with the Arbitration Office in writing. The Buyer assumes responsibility for mechanical failure once the arbitration period is over.

6. Buyer shall acquire no right or authority to sell or offer for sale any vehicle purchased until the Auction has been paid for said vehicles and the title is in fact delivered to the Buyer. Buyer shall inspect the title documents for verification of the seller's representations. The Auction shall have the right to peaceably take possession of any vehicle for which the buyer has failed to pay.

7. It is strongly encouraged that an On-Line Buyer have a Post Sale Inspection (PSI) on green light vehicles purchased. Normal arbitration time periods do apply to On-Line purchases.

Arbitration

Arbitration ends at 5pm sale day.No arbitration is allowed on noises that are inherent or typical to a particular model or manufacturer, unless deemed "excessive" by the arbitrator.

Standard transmissions cannot be arbitrated for manual clutches unless completely inoperative.

Vehicles must be returned to the Auction in the same or better condition than when purchased. Expense reimbursements will be at the sole discretion of the Auction. Refer to the matrix below for arbitration time periods for undisclosed defects.

Buyers are encouraged to carefully inspect vehicles prior to and immediately following the sale. Buyers are responsible for putting any vehicle into arbitration which fails to meet seller's sale day guarantee. Arbitration claims must be filed, in writing within 3 hours of purchasing the vehicle.

All mechanical arbitration is the day of sale, unless there is a pending Post Sale Inspection.

Arbitration will be limited to the ONE specific defect described in writing by the buyer upon placing the vehicle in arbitration. The arbitrator will inspect only the defect(s) which are on the form. If price adjustment is made and accepted, vehicle becomes 'As Is' property of Buyer, and is not subject to any further arbitration for mechanical defects or adjustments.

****The decision of the arbitration department is final, and binding to both Buyer and Seller.**

As – Is Vehicles

1. All frame, flood damaged and salvage or rebuilt vehicles.
2. Any vehicle selling for \$2000 or less.

3. Campers, trailers, boats, taxis, motorcycles, police cars, motor homes, jet skis, watercraft, kit cars, race or highly modified vehicles.
4. Diesel conversions, diesel/propane vehicles.

NAAA Seller Disclosure Requirements Time Periods for Buyer Discovery		
	Green Light	Red Light
Issue	R/D	As-Is
Drivability Issues	-	-
Transmission problem *	Sale Day Only	N/A
Engine problem *	Sale Day Only	N/A
Cracked or repaired Block	Sale Day Only	N/A
4x4 system is inoperable *	Sale Day Only	N/A
ABS problem *	Sale Day Only	N/A
Emission control equipment missing or inoperable *	Sale Day Only	N/A
Air Conditioning problems on Calendar year models or newer *	Sale Day Only	N/A
SRS absence of or problems with (airbags(*	Sale Day Only	N/A
Frame Damage, altered, or repaired Frame Damage per NAAA policy	7 Days	7 Days
Unibody Damage, altered, or repaired Unibody Damage per NAAA policy	7 Days	7 Days
Historical-Non-visible Issues	-	-
Paintwork (3 panels or more) on Current year models and newer	Sale Day Only	
Not Actual Miles (previously TMU) or Inoperative odometer	7 Days	7 Days
Taxis, Police Cars, Government vehicles that are Calendar year and up to 4 years old	7 Days	7 Days

Flood Damage (By Auction Inspection)	7 Days	7 Days
Flood Damage History (Discovered by DMV or Insurance Company Records)	120 Days	120 Days
Lemon-Law / Manufacturer's Buyback	7 Days	7 Days
Non-original engine (excludes items replaced under manufacturer warranty) Calendar year and up to 4 years	7 Days	N/A
Previous Canadian that are Calendar year and up to 4 years old	7 Days	7 Days
Salvage or Reconstructed (Including history)	7 Days	7 Days
State-issued VIN plans	7 Days	7 Days
Gray Market Vehicles	7 Days	7 Days
Insurance and/or Salvage titles (including history)	7 Days After Receipt of Title	7 Days after Receipt of Title
Vehicles being sold with a CO, MSO, or repo affidavit title (if required by state law)	7 Days After Receipt of Title	7 Days After Receipt of Title
Vehicles being sold with no title (Bill of Sale only)	7 Days	7 Days
Any state required damage disclosure	7 Days After Receipt of Title	7 Days After Receipt of Title
* Must announce defects that are singularly \$500 or more to repair.	-	-
NAAA Seller Disclosure Requirements or can be arbitrated	Green Light	Red Light
	R/D	As-Is
Drivability Issues	-	-
Frame Damage, altered, or repaired Frame Damage per NAAA Policy	Yes	Yes
Unibody Damage, altered, or repaired Unibody Damage per NAAA Policy	Yes	Yes

Transmission problem	Yes	No
Upper Engine problem *	Yes	No
Lower Engine Problem (Below Heads)	Yes	No
Sludged Engine	Yes	No
Cracked or repaired Block	Yes	No
4x4 system is inoperable *	Yes	No
ABS problem *	Yes	No
SRS absence of or problems with (airbags) *	Yes	No
Emission control equipment missing, modified, or inoperable	Yes	No
Air Conditioning problem on Calendar year models or newer *	Yes	No
Electrical Problems *	Yes	No
Vehicles without Air Conditioning - calendar year models or newer (not equipped)	Yes	No
Historical Non-Visible Issues	-	-
Taxis, Police Cars, Government vehicles that are Calendar year and up to 4 years old	Yes	Yes
Flood Damage	Yes	Yes
Fuel Conversion	Yes	No
Lemon-Law / Manufacturer's Buyback	Yes	Yes
Logo or decal misrepresentation	Yes	Yes
Non-original engine (excludes items replaced under manufacturer warranty)	Yes	No

Not Actual Miles (previously TMU) or Inoperable odometer	Yes	Yes
Paintwork (3 panels or more) on Calendar year models and newer	Yes	No
Previous Canadian that are Calendar year and up to 4 years old	Yes	Yes
Salvage or Reconstructed (Including history)	Yes	Yes
State-issued VIN plates (reassigned public VINs) including kit vehicles	Yes	Yes
Gray Market Vehicles	Yes	Yes
Insurance and/orSalvage titles (including history)	Yes	Yes
Vehicles being sold with a CO, MSO, or repo affidavit title (if required by state law)	Yes	Yes
Vehicles being sold with no title (Bill of Sale only)	Yes	Yes
Any state required damage disclosure	Yes	Yes
Non-Arbitrable Issues	-	-
Glass damage	No	No
Hail damage	No	No
Tire problems	No	No
Upholstery problems	No	No
Visible Body Damage	No	No
* Must announce defects that are singularly \$500 or more to repair	-	-

Gray Market Vehicles

Only vehicles made in North America for Canadian use and properly converted to U. S. specifications can be sold and must be announced as such. No other Gray Market Vehicles will be accepted.

Sellers must inform the Auction that a vehicle has Canadian history at time of registration or as soon as the seller is aware of such branding, and must disclose that to the buyer in writing as an announced condition on the bill of sale. If the buyer is notified after the sale date, buyer has reason to arbitrate transaction. All Canadian vehicles must show miles per hour on the speedometer and miles traveled on the odometer.

Calls / Offers / Ifs

Consigned vehicles that do not bring their floor price may be placed on 'CALL'. It is the sole responsibility of the buyer to check on pending 'CALLS'. The Auction assumes no responsibility for notification on calls approved during the sale. Buyers of vehicles on CALL should test drive or check out the vehicle for any arbitration claims before the end of the sale.

These deals are binding to the buyer as follows:

Dealer Consignment – end of sale

Fleet Lease – 24 hours after sale

Outside Sales

The appropriate buyers and sellers fees are payable to the Auction for any transaction when contact is made on the Auction premises or as a result of negotiations or work involving Auction personnel, regardless of whether or not the vehicle is sold on the Auction block.

Any sale in which the Auctioneer does not state the selling price of the vehicle is considered "Sold Outside" or (SOS).

1. All SOS deals must be signed by the buyer and seller. This deal is considered binding after the signature of both parties.
2. Once an SOS deal has been paid for, the vehicle becomes 'As Is' property of the Buyer. These vehicles should be checked very carefully before purchasing, since they are not Arbitratable for any reason, including frame/unibody damage.

All vehicles bought or sold on the premises must be processed through the Auction office. Failure to do so will result in suspension of trading privileges at the Auction.

Titles

1. The seller guarantees the title of vehicles that are sold through the Auction. This guarantee of the title warrants that title shall be marketable and free and clear of all liens and encumbrances, including any brand. Seller will NOT be paid for vehicles until a transferable title is received.
2. All titles submitted by Seller must be in Seller's company name on title or on reassignment form. Any sale without proper documents is subject to rejection.
3. If the Auction does not receive the title and all documents required for transfer within 30 days of sale, the buyer may return the vehicle for "no title" after giving TAA 24 hours' notice. Buyer must receive a Car Return confirmation number from the auction office. Vehicle must be returned to Auction within 48 hours of notification or buyer waives right to return vehicle.
4. If the sale is canceled due to no title, the seller will pay TAA both a seller's fee and a buyer's fee. Seller will also be responsible for Buyer's reasonable transportation expenses to and from the Buyer's dealership to the Auction.
5. If the seller does not provide a title within 30 days TAA may cancel the sale or take necessary steps to secure title. All expenses in obtaining such title will be charged to the seller.
6. Vehicle must be in same condition as when purchased and not exceed anything over 250 miles from the date of purchase. There may be a charge of \$.10 per mile for excessive mileage on a returned vehicle. The vehicle must be received and INSPECTED by TAA management before the Buyer is able to cancel the transaction.
7. In addition, buyer is cautioned not to sell or repair, or put excess miles on unit until title is received. Expenses incurred on vehicles sold under the Title Delay light will NOT be reimbursed.
8. If title is mailed from Auction to Buyer, Buyer may not return vehicle. TAA will not be responsible for titles mailed from Auction and not received. Buyer has the choice of alternative delivery methods and will pay Auction cost.

Online Arbitration Rules

Online Arbitration is governed by the preceding rules and policies.

1. Buyers must register with the Auction's Registration Department on or before the date of purchase.
2. Vehicles may not leave the Auction property until payment is received.
3. All Internet sales will be subjected to the Light System and the Arbitration Rights and Seller Disclosure Requirements.
4. The auction strongly encourages Post Sale Inspections (PSIs) on green light vehicles purchased on the

internet.

5. Buyers must fax Seller's disclosure to auction within 2 hours of purchase

6. Post Sale Inspections cover Frame and/or Mechanical conditions for 7 days. Cosmetic conditions and previous paintwork are not grounds for arbitration.

Light System

It is the sole responsibility of the seller to ensure that the proper light(s) and announcements are made when selling a vehicle at the Auction. The sale lights are a binding representation of vehicle condition. It is the Buyer's responsibility to be aware of the lights and the announcements made on each vehicle PRIOR to bidding. Ignorance of the light system is not grounds for rejection.

GREEN LIGHT – "Mechanically Sound" Guaranteed by the seller NOT to have any single mechanical defect (pertaining to the engine, transmission or drive train) costing more than \$500 to repair.

YELLOW LIGHT – "Caution –Announcements" This light is an indication to the Buyer that the Auctioneer or Selling Representative has made announcements that qualify the condition and limit arbitration of this vehicle.

RED LIGHT – "AS IS" Vehicles sold under the red light will only qualify for arbitration of frame/unibody, unannounced brands or odometer discrepancies where the unit is not sold 'miles exempt'.

****Any unit selling for \$2000 or less is automatically sold "As Is" and is NOT subject to arbitration.****

BLUE LIGHT – "Title Delay" This light is used to announce that the title is not present at the time of sale. The seller has a maximum of 30 days to provide the buyer with a negotiable title. Buyer is cautioned not to spend any money on vehicle, resell it or put excess miles on unit until the title is received.

Hours and Locations

SALE EVERY FRIDAY– LANES STARTING AT 10:00 AM

Start Time Lane Description

09:30AM	4	Inoperable & mechanically challenged (first Friday)
10:00AM	5	5 Day Front Line Read- Powertrain Guarantee (3rd Friday)
10:00AM	8	Special equipment
10:00AM	1	Featured franchise dealer

10:30AM	2	Featured franchise dealer
11:30PM	6	Fleet lease, Bank Repos
10:45AM	3	Featured franchise dealer
09:00AM	7	POWERSPORT