



America's Auto Auction
Your Auction Tampa Bay
3010 Scherer Dr N
St. Petersburg, FL 33716
Phone: 727-572-8800
Website: Yourauction.biz

Auction Rules and Policies

Effective January 1, 2026

General Policies

1. **This is a “Dealer Only” auction.** Dealers must be registered with the auction and licensed by their state prior to transacting business. **No Retail Customers are allowed.** No guests are permitted unless approved by the Management, on night of sale only. No person under the age of 16 may be on auction property.
2. All new buyers **MUST** be added 48 hours prior to the sale they wish to attend. The owner of the dealership needs to be present when adding new buyers to ensure all paperwork is completed correctly.
3. All purchases must be paid within 1 week from the sale day in accordance with buyer's payment approval and/or credit status. Returned checks will be charged with a minimum return fee of \$150.00 per item and/or 5%, whichever is greater. A late payment charge of \$150.00 will be assessed if payment is still not received past the allotted time given to make payment, in accordance with buyer's credit status.
4. Cash payments are subject to a \$50 cash handling fee, per unit.
5. Decisions by the local DMV as to whether a title is negotiable shall be final.
6. All vehicles are consigned or purchased at the owner's risk. The Auction assumes no responsibility for fire, theft, or any other loss or damage to any vehicle or equipment. The Auction will not be responsible for the loss of any pullout equipment or radios left in vehicles. Your Auction is not responsible for damage, lost or stolen vehicles after purchasing.
7. All sales made “off the block” are designated “As-Is” and are ineligible for arbitration. All outside sales must be approved by the Auction's Management.
8. Gray Market and Diesel vehicles must be sold “As-Is” and be announced as such.
9. Motorcycles, RV's, Golf Carts, Watercrafts, and Commercial use vehicles are sold “As-Is No Arbitration”.
10. Watercraft do not come with trailers unless announced
11. Sold Vehicles left on the property for longer than 7 days will be subject to storage fees of \$25 per day after day 7.
12. Vehicles are subject to a \$25 “Rerun Fee” if the vehicle has not been sold after 3 sales attempts, to be deducted from the seller's check
13. In any case of arbitration, the decision of the Auction's Management is binding and final.

14. The Auction reserves the right to refuse anyone for the use of its services.
15. The Auction reserves the right to void any transaction.
16. All warranties are those of the seller only. The auction makes no warranties implied or expressed.
17. All buyers are responsible for returning vehicles in no less condition than when purchased.
18. Inoperative odometers must be brought to the Auction's attention on sale day. Odometers which cannot be read will be registered for sale TMU (True Mileage Unknown) unless the vehicle is 20 years old or older, in which case the vehicle must be sold with miles exempt. 10 years for any vehicle 2010 or older.
19. The Auction is not party to the contract of sale, which is between the buyer and seller only.
20. It is the Dealer's responsibility to ensure that all Authorized Agents are aware of and abide by this Auction's Rules and Policies.
21. It is the seller's responsibility to correct any errors made by the auction as to announced conditions mileage on windows etc. The Auction will not be responsible for administrative/typographical errors such as incorrect mileage, etc. on Bills of Sale or on the vehicle etc.
22. The buyer is responsible for verifying model, year, and mileage readings prior to bidding on a car. Additionally, it is the buyer's responsibility to watch lights and to listen to announced conditions. The Auction will not be responsible for administrative errors such as incorrect mileage on Bills of Sale or on the vehicle, etc.
23. These policies are designed to ensure fair business practices and are subject to change without notice. Watch and listen for announcements regarding changes.
24. All checks must be imprinted with the name, address and telephone number of "your dealership". No personal checks, nor starter checks, will be accepted under any circumstances.
25. Any outside reporting services including Autocheck will only be honored on an individual basis for 24 hours from time of purchase. These are not federally regulated companies and are subject to many mistakes.
26. Any Export dealer not in possession of a valid US Automobile Bond and license will be subject to the General Manager's discretion to put up a cash bond in order to do business at any Your Auction locations.
27. Dealers agree to receive at least one (1) text message with the option to "opt-out" at any time. Standard text messaging rates may apply.
28. You agree to be videotaped while on Your Auction property and any units that are test driven will be returned in the same condition they left in. **YOU ARE ULTIMATELY RESPONSIBLE!!**
29. A Simulcast fee of \$60 is assessed for each online purchase, in addition to the regular fee.

SCRATCH and DENT

All Inop/Scratch and Dent vehicles are sold with all faults and are not eligible for arbitration for any reason.

(Examples: odometer, rebuilt, frame, etc.)

Any Salvage history must be announced.

ANNOUNCEMENTS:

- **GREEN LIGHT (Ride and Drive)** - Vehicles sold under the green light are not eligible for arbitration for internal defective parts of the engine and transmission or where the cost of repair does not exceed \$800 for a single defect. Vehicles sold under the green light for \$1500.00 and under are not eligible for arbitration.
- **YELLOW LIGHT (Specified Defect)** - Vehicles sold under the yellow light have an announced defect and are not arbitrable for that defect.
- **RED LIGHT (As-Is)** - Vehicles sold under the red light are sold “As-Is”, Assume All Defects, and are not eligible for arbitration for any reason. Any vehicle that must be pushed through the lane, regardless of displayed light color, is automatically considered a **RED-LIGHT** unit.

Mileage Announcements must be one of the following:

- In Excess of Mechanical Limits (5-digit OD)
 - Exempt (vehicle must be 10 years old or older)
 - Not Actual Miles (TMU)
 - Odometer discrepancy
 - Actual Miles
1. Replaced VIN plates, missing emission equipment, odometers, missing air bag or misrepresentation by decal or logos must be announced and arbitrated day of sale.
 2. Taxis, municipal, police vehicles, kit cars or current year for hire vehicles must be announced.
 3. Frame damage and/or flood damage must be announced prior to sale and must be arbitrated within 7 days of sale. ****Day 1 being the day of the sale****

Disclosures

ARBITRATION

1. All complaints must be submitted for arbitration on the day of sale via our website (https://forms.office.com/Pages/ResponsePage.aspx?id=Qn6mj4HtEkCbyn_uEttOr0ypXUZeKfZJjj8y7b3QFsZUMFo4TzAyREZaSEkwUk5IR0o5ODIEMVnQMi4u), prior to the vehicle leaving the Auction property. Failure to do so will terminate arbitration options.
2. Any arbitration price adjustment eliminates arbitration for further mechanical defects and makes the sale of that vehicle “As-Is”.
3. Warning lights, caution lights, air bag lights, ABS lights, inoperable A/C, inoperable clutches, rear end noises, and normal valve (top end) noises are not eligible for arbitration.
4. America’s Your Auction Tampa abides by the NAAA Recommended Standards for Structural Damage. No bolt on structural parts is eligible for arbitration i.e. core support etc.

** Any **OBVIOUS** frame, body, or physical damage **DOES NOT** need to be specifically announced as per NAAA rules. **
5. “IF Deals” must be arbitrated the same day the deal is put together, unless seller and buyer agree differently.
6. No arbitration on noises that are inherent or typical to a particular model or manufacturer, unless deemed “excessive” by the arbitrator.
7. Rear axle housings and differentials are **NOT** eligible for arbitration, including 4-wheel drives.

*****Should either the buyer or seller dispute the decision of the auction in the arbitration process, the auction will send the vehicle out for a 3rd party inspection. The losing party will pay the dealership service fee and round-trip transportation. If you do not want to be bound by this and possibly charged this fee, you as a seller must release the buyer from the sale, or as a buyer, you accept the auction’s decision as final and keep the vehicle with no further arbitration possible.*****

TITLES

DO NOT SELL THE UNIT UNTIL THE TITLE IS RECEIVED

1. Seller must produce a transferable title to Auction within 30 days of sale. Failure to provide a transferable title within 30 days could result in the vehicle being rejected and returned by the buyer. If the buyer requests to return a vehicle for “No Title” received after 30 days, and the Auction has received the title before the vehicle is returned, then the buyer is obligated to keep the vehicle. The seller is responsible for all Auction fees and transport charges relating to the sale of a vehicle subsequently rejected for non-production of title. Vehicles cannot exceed 300 miles past the miles on the car at the time of purchase.
2. Buyer acknowledges that titles may have affidavits attached.

All salvage, previous salvage, or rebuilt titles must be announced prior to sale.
4. Buyers are cautioned not to sell or spend money on vehicles until they receive a negotiable title. Your Auction will not assume any responsibility for charges or expenses incurred on title-delayed vehicles.
5. The Auction will not accept any foreign titles, Canadian titles, etc.
6. The Auction abides by the NAAA Title Arbitration policy, page 6. (https://naaa.com/wp-content/uploads/2022/11/NAAA_Arbitration_Policy_6_1_25_FINAL.pdf)
7. All requests to return a vehicle for “No Title” must be submitted via our form on our website. (https://forms.office.com/Pages/ResponsePage.aspx?id=Qn6mj4HtEkCbyn_uEttOr0ypXUZeKfZJjj8y7b3QFsZUQjNPWVILM11YOE82WTQwNEFISINFOTJLSS4u)
8. All vehicle returns for “No Title” are subject to approval by Management

BUYER'S RESPONSIBILITY

1. When returning a vehicle, the buyer is responsible for returning the vehicle in no less condition than when the vehicle was purchased, and with no more than 300 miles on odometer from time of purchase.
2. Buyer acknowledges that when returning a vehicle, the seller is responsible for transportation cost to and from the buyer's dealership only. The seller is not liable for any work done to the vehicle prior to receiving a "clean title".

SELLER'S RESPONSIBILITY

1. It is the seller's responsibility to correct any errors made by the Auction or seller as to announced conditions. The seller is responsible for ensuring that the vehicle is properly offered for sale at the auction.
2. All money due to the Auction may be deducted from the sale checks.
3. If a vehicle is rejected, the seller will be responsible for paying all Auction fees and reasonable documented expenses.

"IF" SALES

1. Buyers are committed to their last bid on "IF" or Phone Call sales for **24 hours**.

Pre-Sale Certification

Certification Period	7 Days
Vehicle Age	15 year or newer
Mileage	<125K
Purchase Price	N/A
Inspected Items	<ul style="list-style-type: none">• Odometer Verification• Transmission engages & functions• Engine function & operation• 4X4 System Engagement• Catalytic Converters• Structure Check• Flood Inspection
Exclusions	Seller-disclosed items will not be inspected or guaranteed
Claim Mileage Criteria	200 miles

All Pre-Sale Certification are subject to additional fee applied to the Buyer

Post-Sale Inspections

Inspection Periods	Mechanical Only Check - 2 days Full PSI - 7 or 14 Days
Vehicle Age	10 year or newer
Mileage & Lights	Green &/or Yellow < 150K
Purchase Price	Over \$1500
Inspected Items	<ul style="list-style-type: none">• Odometer Verification• Transmission engages & functions• Engine function & operation• 4X4 System Engagement• Catalytic Converters• Structure Check (PSI ONLY)• Flood Inspection (PSI ONLY)
Exclusions	Seller-disclosed items sold under green & yellow will not be inspected or guaranteed
Claim Mileage Criteria	200 miles for PSI 50 miles for mechanical check.

DEALER ACKNOWLEDGEMENT OF YOUR AUCTION RULES

The undersigned acknowledges that they have received a copy of the Your Auction Rules and Policies. The undersigned agrees to read and follow the auction rules outlined.

NAME OF DEALERSHIP:

AUCTION ACCESS #:

NAME OF OWNER:

OWNER'S SIGNATURE:

DEALER PERMISSION TO RECEIVE ELECTRONIC MESSAGES

I hereby give Your Auction permission to send electronic advertising regarding upcoming sales and/or events.

I understand that I have the option to "opt-out" at any time I would like, to discontinue this service.

Date:

Cell #:

Email:

Buyer Name:

Signature:

Note: Your Auction reserves the right to modify these rules and procedures on an as needed basis.

Title Instructions

Unless specified otherwise, titles are filed for pick up at your convenience. As a courtesy to our valued customers, we will mail titles by regular mail (US Postal Service) with owner authorization.

**** If you would like your titles mailed via FedEx, your account number must be provided. ****

Please select your preferred option:

Account #

- Your Auction will not be responsible for any lost titles through the mail.
- If necessary, Your Auction will assist in getting a duplicate title for a **\$130.00** fee.

Date:

Dealer AA #

Print Name:

Signature: