CLARK COUNTY

Auction Policies

America's Auto Auction Clark County

1000 Auction Lane – Jeffersonville, IN 47130

Office Hours – Monday-Thursday: 9:00am to 4:30pm, Friday: 9:00am to Noon

Gate Hours – Monday-Friday, 9:00am to 4:30pm

Phone: 812-283-5555

Americasaa.com/clarkcounty

Auction Every Wednesday at 12:30PM

AMERICA'S CLARK COUNTY FOLLOWS THE LATEST EDITION OF THE NAAA ARBITRATION STANDARD POLICIES, AAA TERMS & CONDITIONS, EXCEPT AND IN ADDITION TO THE POLICIES OUTLINES BELOW. THE FOLLOWING POLICIES ARE IN PLACE FOR BOTH YOUR BENEFIT AND PROTECTION. THESE POLICIES MAY BE ADJUSTED TO COMPLY WITH OUR EVER-CHANGING INDUSTRY, STATE, AND FEDERAL GUIDELINES AND LAWS. ALL DAYS ARE CALENDAR DAYS AND SALE DAY IS DAY ONE. ALL AUCTION POLICIES WILL SUPERSEDE NAAA AND AAA TERMS &CONDITIONS.

General Policies

The decision of America's Auto Auction Clark County (America's Clark County) management shall be final on all disputes.

America's Clark County reserves the right to cancel any purchase due to unforeseen circumstances. This also includes transactions deemed unfair and/or unethical to either party. The Buyer and Seller agree that America's Clark County may cancel the sale at America's Clark County's sole discretion.

America's Clark County has reasonable time to make final determination on arbitration and/or disputes arising from a sale. No check or title will be released until a final resolution is reached.

Sale Lot

No retail customers are allowed on the property. Any dealer found with one, may have their auction privileges revoked.

Due to our insurance and the safety of our customers, **NO ONE UNDER 18 ALLOWED.**

Test drives must be done on the Test Lane before 12:00PM on Sale Day.

Speed Limit on the lot is 10MPH and no crossing Sale Lanes. 1st violation is a warning, 2nd violation is a 1-week suspension, 3rd violation is 30-Day suspension, 4th will be termination of business with America's Clark County.

Any person found tampering, stealing, or vandalizing any vehicle will be arrested and prosecuted, to the fullest extent of the law. Our security personnel reserve the right to search and inspect any vehicle and its contents leaving the premises.

America's Clark County accepts no responsibility for items stolen from vehicles (examples: radio faceplates, electronics, tuners, key fobs, shift knobs, etc.).

No open carry weapons are allowed on our properties. There are no exceptions.

Registration & Payment

Dealers and their authorized Representatives must be registered at America's Clark County through Auction Access and must be currently licensed by their state before doing business at America's Clark County. Auction Access charges a yearly subscription fee. America's Clark County cannot take payment for this fee.

Dealers are responsible for all business transacted by representatives under their company name at America's Clark County unless terminated in writing.

Maximum of 2 guests per dealership.

All changes of ownership, authorized representatives, banking information, addresses, or telephone numbers must be reported to the America's Clark County Main Office at the time of change.

Dealers must have a current and visible bidder badge when bidding. Auction Access ID cards or the digital card on the Auction Access Phone App are required to receive your bidder badge.

All vehicles must be registered before they can cross the auction block. Only America's Clark County personnel may drive vehicles through the auction arena.

All vehicles bought or sold on the premises must be processed through America's Clark County. Outside-the-gate sales are not permitted.

All purchased vehicles must be test driven, post-sale inspected, or arbitrated within the posted time frames.

All buyers are required to have a completed ACH form or Floorplan to get a bidder badge. Please see management for details.

Only company checks in the business name will be accepted. All checks will be deposited upon receipt of title.

Returned checks will not be redeposited. Certified checks, money orders, or ACH's are required to settle these returned checks. There is a service fee on all returned checks.

All accounts receivable are due within 30-Days of the charge (Net 30).

A service fee will be applied to all Floorplan transactions.

All cars registered are subject to inspection by the State Police or the National Auto Theft Bureau.

Seller Responsibility

Vehicles must be accurately and fairly represented. It is the Seller's responsibility to verify all mileage, lights, information, and announcements before the vehicle is sold. All verbal announcements will be valid and the Seller is responsible for these. America's Clark County is not responsible for missed announcements on the block.

Sellers are strongly encouraged to add announcements inside the office before the car is on the block. Changing announcements on the block could remove Internet Proxy Bids and result in missed online bidding. It is the Sellers responsibility to verify announcements are on the sale screen and are accurate. These are what are represented on Bill of Sale.

America's Clark County markings and stickers are a guide only. It is the Seller's responsibility to verify the accuracy of these markings.

The Seller guarantees all items subject to arbitration on vehicles sold for $3,000 or more.

It is the Seller's responsibility to make sure each unit has an adequate fuel supply. Vehicles without an adequate fuel supply will be charged a service fee if fuel is needed.

Sellers will be charged an online sale fee if the vehicle is sold to an online buyer.

Buyer Responsibility

The Buyer must verify the price and Seller's representations (including VIN, year, model, mileage, odometer, announcements, etc.) and notify America's Clark County of any discrepancies day of sale. It is the Buyer's responsibility to know and understand the announcements as a condition of the sale. Verbal announcements made by the auctioneer and/or announcements on the sale screen that appear on the Bill of Sale are terms of sale. Any dispute of announcements must be made the day of the sale.

Light System & Announcements

All required announcements must be on the Bill of Sale/Sale Screen. It is the Seller's responsibility to ensure the Bill of Sale/Sale Screen is correct. The Seller attests that the vehicle is subject to all arbitration policies. Any misrepresentation of this policy may result in transportation reimbursement as well as other expenses.

If there is no Post Sale Inspection performed, once a vehicle leaves the gate at America's Clark County it becomes AS-IS regardless of Light sold.

Required announcement on all vehicles include: Lemon Law, Salvage (Salvage vehicles are assumed to have Frame Damage), Previously Abandoned, Reissued VIN Plates, MSO (Manufacturer's Statement of Origin), CO (Certificate of Origin), Gray Market, Canadian, Major Damage History Brands on Auto Check, Vehicle/Title in Kilometers

GREEN LIGHT -- "Ride & Drive"

Announcements required on a Green Light vehicle include: Any single item that is over $800 to repair, Frame/Unibody, Flood/Water Damage, Altered Suspension, Altered/Missing Emissions, All Fully Non-Conventional Fuel Types, and/or anything outlined in the Arbitration Section of this Policy.

YELLOW LIGHT -- "Power Train Guarantee" (Caution if used with Green Light)

America's Clark County uses the Yellow Light as a "Power Train guarantee" (engine and transmission). The Seller must announce all items they wish to be exempt from arbitration for any single item that is over $800 to repair. When used in conjunction with Green Light, the Yellow Light is also designated to show something else is announced and that you should look to see what it is.

RED LIGHT -- "AS-IS"

"AS-IS" vehicles with mechanical defects are sold with no arbitration.

All vehicles represented by Seller as Green or Yellow Light and become "AS-IS" because of a sale price (less than $3000) will continue to be "AS-IS" with the following exception: Vehicle must start and be able to leave the secure auction area under its own power on sale day. After vehicle has left the secure auction area, the vehicle is fully AS-IS and cannot be arbitrated.

Not Subject to Arbitration

Any unit sold for $3,000 or less is sold "AS-IS" and is not subject to arbitration. These transactions are NOT subject to arbitration for physical and/or mechanical defects including unibody, frame damage, mileage, announcements, or rust regardless of condition reports, and will have a transferable title only.

Any item that can be repaired for $800 or less.
(Per NAAA light announcement and Arbitration appendix 1.)

Condition Reports are for your convenience. America's Clark County does not guarantee the accuracy of any condition report. Condition Reports will not be used in any arbitration claim.

One year and older windshield and windows, body and paint work, oil leaks (unless deemed excessive by our mechanics).

Vehicles will not be arbitrated for inherent conditions unless America's Clark County determines the condition is excessive. America's Clark County uses multiple sources to determine what issues are inherent with vehicles.

All vehicles 20-years of age and older are considered by the auction as antique, classic, and/or special interest. These vehicles are sold "AS-IS" and are not subject to Arbitration.

Rebuilt and/or Salvage branded title, or vehicle history, cannot be arbitrated for frame, unibody or structural damage. Buyer assumes it may have frame, unibody or structural damage.

Vehicles with visual damage are not subject to unibody or structural damage arbitration.

Vehicles cannot be arbitrated for not having factory-installed air conditioning.

Previously existing damage (including tie down damage) must be noticed prior to leaving America's Clark County or loading a vehicle onto the carrier. A condition report will be available for use in this process. A representative of America's Clark County will acknowledge any noted damage by the transporter and a signed copy will be placed on file at the Auction. Damage not noted at time of pickup will be considered as occurring after release from the Auction and will not be arbitrable or subject to monetary compensation.

The decision of the Arbitration Department is final in all disputes. Management reserves the right to reject any arbitration complaint if the unit in question appears to be tampered with. Any dealer caught tampering with vehicles will be subject to suspension of arbitration and/or auction privileges.

Online Arbitrations & Returns

America's Clark County standard sale day arbitration policies will be recognized for all online sale units. Due to the nature of online purchasing, these additional policies apply and may supersede our standard Arbitration polices.

All arbitration claims must be entered in the Auction CX APP to be confirmed and documented by America's Clark County within the specified time allocation. Failure to do so will cancel any Arbitration claim.

Any vehicle bought online without a full condition report is sold AS-IS, no arbitration unless a post-sale inspection is purchased. Pictures only or a photo only condition report does not constitute as a full condition report. A full condition report is a condition report with specific line-item damages and announced conditions on the report.

The maximum payout due to an incorrect Condition Report is $1000.

It is the Buyer's responsibility to review all announcements, vehicle representations in the condition report, and condition lights under which the vehicle is sold. No arbitration complaint will be accepted if the proper representation was made at the time of sale.

Sellers have 10-Days to produce a title on all vehicles sold on the Smart Auction.

All simulcast purchases require a PSI unless a vehicle is a Certified vehicle. Please refer to page 5 for light system, page 8 for arbitration and page 10 for PSI information.

Any Smart Auction vehicle authorized for return must be transported back to America's Clark County within 5-Days of the authorization to return or brought to an NAAA certified shop for inspection and have estimate of qualified repair for arbitration item within 5-Days.

The Buyer is responsible for the return of an authorized vehicle, its negotiable title, and all applicable receipts. All must be received by America's Clark County prior to reimbursement of purchase price to Buyer.

If America's Clark County finds it necessary, the Buyer will provide documentation, estimates, and/or third-party inspections as required by America's Clark County to satisfy a complaint. If any adjustment is made by America's Clark County, the vehicle automatically becomes an AS-IS deal with no further arbitration.

America's Clark County does not reimburse for transportation under any circumstance.

Arbitration

All arbitration claims must be entered via the Auction CX APP to be reviewed by the Arbitration Department. Failure to do so will cancel any Arbitration claim.

After a vehicle leaves America's Clark County, it becomes AS-IS and does not qualify for arbitration (including body/paint damage) unless allowed by PSI or NAAA policy.

PSI arbitrations must be entered via the Auction CX APP and returned within 14-Days for Green Light PSI's, 7-Days PSI's, with sale day counting as Day 1.

Auction CX APP

All non-PSI arbitration complaints must be entered via the Auction CX APP by end of sale day. Please remember, our Arbitrators will only inspect the defect that is on the initial arbitration complaint.

America's Clark County reserves the right to repair or provide compensation for repair on any arbitration claim. All repairs or compensation is based on Auction wholesale pricing.

Any price adjustment eliminates further arbitration for any defects. After any adjustment is accepted, the unit becomes "AS-IS" and is not subject to further arbitration.

The following conditions are subject to arbitration on Green Light Vehicles (unless announced): Paint work on the current model year with less than 10,000 miles, Total repaint of vehicle, Full Vehicle Wrap on a Vehicle up to 3-years old, Missing catalytic converter or altered gas tank filler (sale day only), Excessive valve train noise (guide-lines vary), Manual transmission clutch operation cannot be arbitrated unless the defect will not allow a safe test drive, Fully electric vehicles with defective/ reduced capacity batteries will be handled on a case-by-case basis – see Management.

Any vehicle misrepresented by advertisement, logo, or decal is arbitrable if sold Green Light on sale day only.

Returned Vehicle Guidelines

Any returned vehicle must be in the same or better condition as when it was sold. All return vehicles must have a 24-hour notification to the main office. America's Clark County's liability under our policy shall never exceed the auction sale price of the vehicle. Per Auction Insurance Agency guidelines, Seller shall be solely responsible for re-purchase of any vehicle sold through the auction found to be stolen.

America's Clark County does not reimburse for transportation under any circumstance.

Vehicles that have accrued more than 200 additional miles may be ineligible for arbitration. Or, may incur a monetary adjustment of $0.25 per mile based on the impact of resale value.

Title Clarification

If America's Clark County does not receive the title within 31-Days after the sale, the Buyer has the option to return the vehicle. The Buyer has 24 hour to return vehicle to America's Clark County Registration Department **ONLY** after entering via the Auction CX APP with the intent to return. After 24 hours, if the title comes in before the vehicle arrives, the sale will be valid.

Titles submitted by the Seller must be in the Seller's company name.

Mileage Exempt Law: 20-year and older vehicles are exempt from Federal Odometer Disclosure. However, Exempt does not cover a TMU vehicle. All mileage discrepancies must be announced as TMU (Replaced odometer cluster must be announced on all vehicles and branded TMU.

The Seller must announce if an odometer is broken, replaced, or altered (except if the vehicle is sold for under $3000. It is the Seller's responsibility to ensure the invoice mileage matches the vehicle odometer mileage. An odometer statement is included on all bill of sales. Seller and Buyer agree that the auction is not responsible for vehicle odometer mileage errors.

Please note: If you do not have a boat or motorcycle license you may be liable for unpaid sales tax on your purchase.

Junk, Reconstructed, Modified, Rebuilt, or Salvage Title vehicles must be sold "AS-IS". On title problems created by America's Clark County clerical error, America's Clark County shall be given reasonable time to correct the error.

Storage Policy

Vehicles inside the sale lot that are not registered for sale or removed from the lot within 14-Days will be assessed a storage fee of $25 per day. After 60-Days the vehicles will be considered abandoned and sold.

Dealer assumes full responsibility for vehicles parked outside of the sale lot. Vehicles left overnight in the front parking area will be considered abandoned and towed to an impound lot. It is the dealer's responsibility to pay all fees associated with these abandoned vehicles.

Post Sale Inspections
Price:

14 Day - $300
7 Day - $200
Frame & Flood - $75

Buyers must enter information into the Auction CX APP to request an inspection by the end of sale day, or to be set up for Automatic PSI's.

Inspection is based on NAAA Arbitration guidelines, America's Clark County's Auction Policy, and America's Auto Auction's Terms & Conditions.

The buyer will be charged for an inspection regardless of a "Pass" or "Fail" outcome, due to the services provided as requested.

Vehicles sold with over 125,000 miles will only be inspected with a 7-Day PSI.

Vehicles sold with over 200,000 miles will only be inspected with a Sale-Day PSI.

Vehicles over 20 years or older, TMU, or sold for $3000 or less are AS-IS, no arbitration.

America's Clark County reserves the right to limit coverage on vehicles that management deems as "Specialty Vehicles" under our PSI Policy. This includes but is not limited to **Diesel Engines,** Land Rover, Electric/Hybrid, Ferrari, Lamborghini, Maserati, Jaguar, all High-Performance, Modified, Kit vehicles, etc. Junk, Reconstructed, Modified, Rebuilt, or Salvage Title Units are not subject to receive a PSI.

T-Lane/U-Lane – Damaged and INOP

Inoperable and/or "T-Lane or U-Lane" (INOP's, damaged, etc. vehicles are completely sold AS-IS, and do not qualify for PSI's or arbitration. They do not require announcements, and only require a transferable title. No announcements are required to designate if keys are present.

“IF” Sales

“IF” bids are valid until 12:00PM the day after the sale. It is the Buyers responsibility to confirm status of “IF” bids. Sellers will not be allowed to take their vehicle until the Buyer is contacted.

Buyers have the option to cancel the “IF” after 12:00pm on Thursday. To do so, the Buyer must contact a member of the Sales Department and request they void the “IF” bid. Please see management with any questions or concerns.

Online Sales and Vehicle Pickup

America’s Clark County seeks to maintain the highest standards for the representation and sale of used vehicles online on all platforms.

To provide the easiest transaction for our Buyers and Sellers, the following procedures are in place, in addition to the regular in-lane policies.

All vehicles sold online will be charged an additional fee to the buyer and seller.

Upon a winning bid by an online Buyer, upon request America’s Clark County will send, by fax or email, a bill of sale to the buying dealership. The Buyer is required to specify the method of payment.

Upon receipt of confirmed funding, America’s Clark County will release the vehicle. The Buyer’s payment must be received prior to the vehicle(s) being released for transportation.

When the pick-up location is listed at America’s Clark County, the Buyer must advise the transportation company to contact the America’s Clark County internet office, between the hours of 9:00AM to 4:30 PM Monday through Thursday, 9:00AM to Noon on Friday, to check the status prior to the arrival of a carrier, transport truck, or company drivers.

The auction cannot be held responsible for transport delays or dry runs due to failure to confirm vehicle(s) ready-to-release status.

When the pick-up location is at the selling dealer, the buyer must make pick-up arrangements 24-hours in advance.