



GREATER PEORIA

General Policies

America's Auto Auction Greater Peoria (AAAGP) follows the NAAA Arbitration Policy and America's Auto Auction Terms and conditions. However, **certain amendments, exceptions, or operational differences** may apply. The details below outline our specific local policies. The decision of AAAGP management shall be final on all disputes. We reserve the right to cancel any purchase(s) due to unforeseen circumstances. This also includes transactions deemed unfair and/or unethical to either party. The Buyer and Seller agree that this location may cancel the sale at our sole discretion.

Sale Lot

No retail customers or individuals under 18 years old are allowed on the lot. Anyone allowing either of these two types of individuals on our lot may have their auction privileges revoked. No open-carry weapons are allowed on our property. There are no exceptions.

Test drives are allowed Tuesday up to 5:30 pm and will not be allowed after 8:00 am on Wednesday morning. Test drivers are required to return the vehicle to the exact spot in which they found it. Only employees are allowed to enter our bullpen/inventory lot and those units are NOT to be driven by anyone other than an employee.

Also, anyone found to be driving on our lot in an unsafe manner will be asked to leave and may have their privileges revoked as well. Safety for our customers and employees is very important to our organization.

Any person found tampering, stealing, or vandalizing any vehicle will be reported to local law enforcement for prosecution. Each vehicle coming in and leaving could be search/inspected by our staff.

AAAGP accepts no responsibility for items stolen from vehicles (ex: radio faceplates, keys, electronics, turners, key fobs, shift knobs, vehicle cameras, control knobs, etc.).

Seller Responsibility

Vehicles must be accurately and fairly represented. It is the Seller's responsibility to verify all mileage, light, information and announcements before the vehicle is sold. All verbal announcements and written announcements on the windows will be valid announcements, and the seller is responsible for these. Auction markings or stickers are to be considered a guide, it is the seller's responsibility to verify these markings.

AAAGP is not responsible for missed announcements on the block. Sellers are encouraged to give announcements as well as indicate what light to run it under to auction office staff or their specific sales representative.

Seller's may be charged an online sale fee if the vehicle is sold to an online buyer.

Seller should also have adequate fuel in the vehicle they are selling so that it will cross the block without delaying the auction process should it not start or run out of gas. If the auction supplies gas/fuel to a vehicle, then the seller will be charged for that service.

Seller guarantees all items subject to arbitration on vehicles sold for \$3,001 or more.

Buyer Responsibility

The buyer must verify the price and the seller's representations (vin#, year, make, model, mileage, odometer, announcements, etc.) and notify AAAGP of any discrepancies on day of the 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 about the announcements must be made before 4:30 pm on the day of sale.

***** The arbitration time on purchased vehicles is 90 minutes from the time of purchase to arbitrate on sale day unless allowed by PSI or NAAA rules after such time.*** All vehicle purchased online will get a Post Sale Inspection unless declined by the purchaser prior to sale day. You must contact the auction prior to any sale to request your dealership be added to the "No PSI" list, otherwise, you will be charged accordingly.**

Light System and 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 seller reimbursement for transportation and/or other expenses to the buyer and/or auction.

If there is no post sale inspection performed by AAAGP, once a vehicle leaves the gate at this auction, it becomes "AS IS" regardless of Light sold, the only guarantee will be an executable title.

Required announcements on all vehicles include: Lemon Law, Salvage, Frame Damage, Flood, Reissued Vin Plate, MSO (Manufacturer's Statement of Origin), CO (Certificate of Origin), Gray Market, Previous Canadian, Major Damage History Brands on Auto Check, or Vehicle in Kilometers.

Green Light

Announcements required on Green Light vehicles include: Any single item that is over \$800 to repair on an arbitratable NAAA item, 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 the NAAA Policy.

Exclusions: AAAGP does not arbitrate for CVT Transmissions, Manual Transmissions, vehicles that are 10 years or older with inoperable AC, Electric Vehicles, Electrical/Plug-in Cord Missing on Electric Vehicles, Oil leaks (unless a sizeable pool is created over the course of a day), and power steering leaks. Any misrepresentation of this policy or vehicle may result in transportation reimbursement by the seller as well as other expenses associated with the transaction.

Yellow Light

This light is used in conjunction with a green light vehicle. This gives notice to the buyer that the seller wishes to be exempt from arbitration for any item that is over \$800 to repair on a NAAA arbitratable item. It also designed to show that something else is announced and that the buyer should be aware of a specific announcement, such as Previous Canadian.

Blue Light-"Title Absent"

Seller/Auction is not responsible for buyer expenses during the 21 day period between sale and title receipt.

Red Light-“AS IS”

Vehicles sold under Red Light/”AS IS” are sold with no arbitration. They are sold unconditionally for both physical and mechanical defects including frame/unibody damage. All vehicles sold for \$3,000 or less, automatically become “AS IS” regardless of the light the unit sold under at the time of purchase. All power sport units will be sold Red Light “AS IS.” Motorcycles, boats, trailers, RV’s, other watercraft, Electric Vehicles, modified vehicles, vehicles with 150k miles or greater, Heavy Duty Trucks categorized in Class A & B with gross vehicle weight rating of 26,000 pounds or heavier, kit cars, titled units that are branded flood, salvage, rebuilt, lemon-law or trade-assist buybacks, TMU, total loss history and any vehicle or conditions excluded by the most recent NAAA Arbitration policy.

Seller Guarantee

This announcement is only valid on sale day for 90 minutes from the purchase time. The seller guarantees the motor and transmission only. Manual and CVT transmissions cannot be guaranteed.

AAAGP accepts no responsibility for GMT units or. The terminology of Auction Guarantee and Seller Guarantee is one and the same.

“IF Sales”

“IF” bids are valid up to 4:30 pm on sale day. After 4:30 pm, the vehicle will become a NO SALE if the auction does not receive notice on the offer or counteroffer. It is also the buyer’s responsibility to confirm status of “IF” bids. All deals sold on an “IF” will be processed as sold units should the auction be notified of the acceptance from the original sale offer by 4:30 pm.

Arbitration

All arbitration claims must be emailed to steve.brown@americasaa.com immediately and is considered the preferred method of notifying the auction. If email is not an option, then please contact the auction during normal business hours and speak to a staff member who will relay the message to the arbitration department. Failure to do so will cancel any arbitration claim.

OVE, SMART AUCTION, and EDGE PIPELINE Offsite Sales are not eligible for Post Sale Inspections. Those units are still eligible for NAAA items. The purchase date is day one in the arbitration process. All Post Sale Inspections will be charged unless it is noted that your specific dealership does not want a PSI, no matter what the outcome.

Reminder, vehicles driven over 200 miles from the miles listed at time of purchase are not eligible for arbitration, no matter the remaining time limits of the NAAA rules or the 7 Day PSI.

Vehicles purchased by out-of-state buyers are bound by rules/guidelines of Illinois, not the rules of the state in which the buyer resides or the dealership is located. States such as Iowa, do not allow affidavits attached to the title. As long as the auction/seller announces that, it will be the buyer's responsibility to pay for a new title. AAAGP will NOT be held responsible/liable for other states' laws/rules. We are governed by Illinois rules and statutes.

Condition Reports are for your convenience. AAAGPA does not guarantee the accuracy of a Condition Report, and they cannot be used in any arbitration claim.

Vehicle(s) that are sold for \$90,000 or more, vehicles sold for \$3,000 or less, and Exotic and or handmade vehicles are ineligible for PSI.

Note: Announced "Structural Alteration/Damage, Frame Damage" is eligible for PSI, it is not a condition for failure and will not be protected under PSI Guarantee.

PSI Checklist

- Odometer verification
- Engine function and operation
- Transmission engagement and function
- 4x4 system engagement and differential engagement
- Emission control equipment present
- Front and rear differential
- ABS/brakes function (if ABS light is on)
- Electrical accessories checked for function on vehicles up to 4 model years old.
- Air conditioning system
- Air bag/supplemental restraint system
- Frame/unibody structure check for damage (visual check only)

Items not inspected during PSI. NAAA guidelines require these systems to be inspected by a qualified 3rd party. These systems include:

- Rear camera
- Rear parking assist
- 360-degree camera system
- Blind spot detection
- Lane departure system
- Adaptive cruise control
- Collision warning
- Lane keep assistance

Right of Reservation

AAAGP reserves the right to modify, alter, discontinue, or terminate this policy at any time for any reason whatsoever, with or without notice. In addition, AAAGP reserves the right to decline to offer this service to any person or entity at its discretion.

Storage Fees

Effective 1/1/2026, any vehicle left on AGPAA property for more than 10 days will be charged \$10 per day. Charges will begin on the 11th day. Vehicles will also be removed on the property outside the gate by an outside firm for vehicles left for more than 15 days. Recovery for those units will be the owner's responsibility which may include storage fees from the 3rd party recovery firm along with the expense of getting it moved off of our property.