



BOWLING GREEN

America's Auto Auction / Bowling Green – Updated August 2024

Selling Responsibilities

1. Sellers represent your vehicles honestly.
2. All T/A vehicles must be announced. Failure to do so may result in rejection of the sale. Fee of \$35 applied for T/A transactions.
3. Seller has up to 30 days to produce title to the auction. Dealers may remove vehicles from the premises but are not advised to expend money on the units until title is produced. Any expenditure(s) incurred are the sole responsibility of the buyer.
4. Any branded titles must be announced. Failure to announce any known brand may result in the rejection of the sale. Failure to announce a Kentucky RED Salvage title will likely result in rejection of the sale.
5. Any titles with certain defects will not be accepted; erasures, alterations, wrong digits, or descriptions, improper re-assignments, certain out-of-state affidavit of repossession forms from foreign countries, photocopies of re-assignments or certain lien releases or non-notarized powers of attorney will not be accepted.
6. AAA BG will not be responsible for transportation or any other expenses of a returned vehicle due to any title problem or arbitration.
7. Sellers must announce the following:
 - All vehicles previously titled to a government entity
 - All taxis or police vehicles
 - Flood, fire damaged or theft recovered vehicles
 - Salvage or rebuilt titles
 - Any Kentucky title that is RED
 - Any known odometer discrepancies
 - Airbag lights or known missing airbags must be announced if green light
 - Lemon law or manufacturer buyback
 - Previous Canadian or Canadian renewals
 - Emissions/EGR deleted for passenger trucks missing catalytic converters or lifted
8. Sellers and buyers maintain insurance coverage on their vehicles.

9. Ensure each vehicle has adequate fuel while at the auction, and for transport to the auction. Charges incurred for fuel is assessed at a rate of \$6 per gallon.
10. Any vehicle not sold at auction will be automatically entered in the next week's sale, unless it has run (3) three times. Additionally, unsold units with prices in the system will be offered to our online platforms for sale.
11. AS IS threshold: more than 125,000 miles, less than \$3,000 bid price.

Buying Responsibilities

1. Upon arrival on sale day – visit the office for your current bidder badge. ***Everyone must display numbers visibly.***
2. Familiarize yourself with the **Terms & Conditions** and policies of this auction. Your acceptance of online purchasing or in lane registration constitutes agreement with such.
3. Inspect prior to bidding. Your due diligence will lower arbitration issues.
4. Listen to the announcements at the beginning of the sale. Listen to announcements of each vehicle as it crosses the auction block.
5. If you are a successful bidder on a vehicle that sells Title Attached (T/A), it is advisable that you do not expend money on the vehicle until the title has been produced to the auction. If the title is not produced in 30 days and you opt not to wait longer for the title, you must notify the auction 24 hours prior to returning the unit. If you do not notify the auction and you return the vehicle and the title has arrived, the vehicle remains yours. Vehicle must not have more than 200 miles accrued since mileage at purchase date.
6. Conditional or "IF" sales will be processed as timely as possible on sale day. Any seller not confirming or rejecting a conditional sale within a reasonable time on sale day may face a voided sale. A reasonable amount of time will be allotted for sellers to accept, reject or counter an offer, and for the buyer to know if the offer is accepted or rejected.
7. Payment for purchased vehicles is expected day of sale. Failure to provide sufficient floorplan or ACH plans or pre-authorized checks will result in additional fees to the purchaser.
8. This auction adheres to the industry standards of the NAAA Arbitration Policy Guidelines as well as America's Auto Auction Terms & Conditions. To arbitrate a vehicle, the following criteria must be met, and procedure followed:
 - Arbitrator must be made aware of the problem within (1) hour of sale, sale day only, online and in lane. All purchasers may utilize a Post Sale Inspection on qualified units and are encouraged to do so.
 - Vehicle must have sold for more than \$3,000 under the green light
 - Vehicle must be found to have defects of motor, transmission, rear end or drive train over an \$800 repair cost, individually (to be determined by the Arbitrator)
 - Visible defects, smoking, glass, paint, tires, electrical equipment, "check engine" or "ABS" lights, etc. are not grounds for arbitration.
 - If multiple defects exist, buyer presenting to arbitration must choose one defect for consideration.
 - Dodge/Chrysler/Jeep rear ends and units with CVT transmissions will not be arbitrated for those reasons.
9. All units other than vehicles (boats, bikes, ATVs, tractors, kit cars, etc.) sell "As Is."

10. All vehicles sold under \$3,000 are Red Light/AS IS. If a seller opts to offer "Ride and Drive," any arbitration issues fall between the purchaser and the seller.
11. Any vehicle sold under the "Caution" (yellow light) is not eligible for arbitration unless federal law applies, i.e. undisclosed odometer discrepancies, salvage history, flood damage, title issues.
12. Units left longer than 14 days after notification of title arrival shall be charged a reasonable \$15 per day storage charge.

AAA BG strictly prohibits the possession of weapons by any buyer/guest/customer while on company property. Weapons include guns, knives, explosives, and other items with the potential to inflict harm.

Please check-in at the gate to drop off any vehicles. No driving through the lot.

Inspect prior to bidding. Please use caution while attending the auction. Safety is our goal, you are responsible. **No children under the age of 18 are allowed in the arena or unattended on the lot.** Dealers and the Auction must comply with all federal and state laws. AAA BG has the discretion to refuse service to anyone for unruly or unaccountable behavior, either in the lanes, with the personnel or failure of payment. All vehicles are consigned at the owner's risk. AAA BG is not responsible for theft, fire, or damage to any units or any damage caused by an act of God. AAA BG provides a facility for the buying and selling of vehicles. This auction makes no warranties implied or expressed. All representations are those of the Seller. Buyer is responsible for listening to announcements related to each vehicle made by the Auctioneer or selling representative prior to the start of the sale. Buyers are also responsible for understanding the sale lights (Green, Yellow, Red, Blue) which identify various sale conditions.

We appreciate your business and will serve you in an honest and courteous manner. AAA BG promotes fair and ethical treatment to all Buyers and Sellers. AAA BG records auctions to ensure accuracy.

Test Drives: You must first be a registered bidder. Test drives on premise. Successful bidders of units that sell "Ride and Drive" whether it is Title Attached or on an IF. All buyers have a reasonable amount of time to test drive day of sale. Any physical damages incurred while on test drive will fall to test driver responsibility.

Dispute: If you dispute a bid, advise the Auctioneer immediately or it is understood you placed the bid. No bids are withdrawn after the Auctioneer accepts it. Auctioneer may re-sell the vehicle or may allow the back-up bidder the winning bid or, may sell the vehicle to whom he believes made the last bid. The auctioneer may open-up the bidding to the bidders in question only. The decision of the Auctioneer is final.

All Sales Final: Once you pay for and/or drive a vehicle out, it is yours. The only possible exceptions for Return are those units diagnosed by the Arbitrator as units with odometer discrepancies, undisclosed issues such as salvage histories, frame or flood damage, etc. These problems must be reported to the auction and the unit returned for to the auction within 7 days of purchase. Day of sale is 1 day. Rebuilt vehicles may not be returned for frame or unibody damage, mileage discrepancy, airbags – these are AS IS.

Post Sale Inspection (PSI): Post-Sale Inspections ("PSI") are available for purchase by Purchasers only on Green Light Vehicles and only on Sale day (at time of sale for online purchases) to confirm solely the following representations about a purchased Vehicle (automobiles and passenger trucks only): motor,

transmission, differential (except Jeep), visible structural damage (e.g. frame), flood, odometer verification, prior Canadian unit, prior salvage unit, salvage title, and any single non-wearable item whose repair requires parts and labor totaling over \$800 (at America's Auto Auction's wholesale repair costs). Accordingly, items such as wear-able items, non-standard OEM base equipment and Advanced Driver Assist Systems are not inspected as part of a PSI. America's Auto Auction draws its conclusions on a good faith basis for each PSI solely from observation of the Vehicle's state as-is at the time it is inspected, data and guidance, and limited, low-speed driving and provides no information on conditions not subject to visible inspection. The criteria applied are those found in the NAAA Arbitration Policy and its repair and replacement threshold applicable to in-lane transactions. A PSI is neither insurance nor a guarantee by America's Auto Auction. If an item or part that was inspected fails during that period, purchaser must contact the auction. The item in question will be repaired or replaced at AAA BG's option. Vehicles challenged for issues must have 300 miles or less accumulated on the odometer between time of inspection and the challenge date. PSI Criteria – vehicles must not be more than 10 years old, must be sold under the Green Light for more than \$3,000, and no more than 125,000 miles.

7 Day Post Sale Inspections must be requested via notification to the office via email or phone call on eligible green light units by noon of sale day. The only exception is pending "IF" deals. Post Sale Inspections are not automatic for online purchases, unless your dealership is pre-approved for such.

PSI amounts are as follows:

\$3,000 - \$10,000 = \$130

\$10,001 - \$20,000 = \$145

\$20,001 and up = \$160

For PSI - vehicles must be under 10 years of age and under 125,000 miles and at least \$3,000.00 bid price.

There is no arbitration for Chrysler/Dodge/Jeep rear ends, CVT transmissions, inoperable air conditioning on any year model except current, power steering. Frame or structural damage on AS IS units is not subject to arbitration unless deemed unsafe by AAA BG.

The online convenience fee is \$95.00.

Payment for purchased vehicles is due day of sale. You must have an ACH form completed and on file, floorplan availability or a blank check left with the office prior to the sale.

Please request gate passes to be printed during business hours, and on sale day prior to 2:00 pm.

Hours of Operation (office and gate)

Monday – 9:00 am – 4:00 pm

Tuesday – 8:00 am – 5:00 pm

Wednesday – 8:00 am – 5:00 pm

Thursday – 8:00 am – 5:00 pm

Friday – 7:30 am – 3:30 pm

Updated Aug 2024