

Rules and Regulations for purchase of vehicles by public buyers at ICE Public Sale

1. All buyers and sellers must be registered with Auction before transacting business. Transactions are solely between buyer and seller; no third party representation is made or intended.
2. All transactions must clear through office.
3. All vehicles purchased must be paid for on day of sale by 4:00PM or will be subject to late payment fees. Methods of payment are cash only.
4. Purchaser grants a security interest in vehicle to the Auction until paid in good funds. Bill of Sale grants Auction a purchase money security interest in the vehicle to secure payment and authorizes Auction to file a security agreement as a financing statement.
5. The Auction does not guarantee factory or third party warranties.
6. All vehicles that are sold to the public are AS-IS WHERE IS (red light)
The vehicle is sold without any vehicle guarantee of any kind. Seller guarantees a clear title only. No arbitration is allowed for mileage or odometer discrepancies, airbags or frame damage.
7. The Auction has not verified and makes no representations or guarantees as to the description, equipment, warranties or odometer of any vehicle sold or offered for sale. The purchaser assumes the responsibility to verify all of the sellers' representations, warranties and descriptions and to notify the Auction Arbitration Department in case of any discrepancy on day of sale.
8. All information that is placed on windshield or other areas of the vehicle by the Auction is for convenience and reference purposes only and is not a representation, warranty, or condition of sale. Information on windshield is not subject to arbitration.
9. IF sales are conditional sales pending seller approval, buyer is bound by the contract unless a rejection is made by the seller or until 4:00PM the day of Sale.
10. Due to the number of IF sales that must be processed, the buyer is obligated to check on the status of the sale. Lack of notification on any accepted bid is not grounds for arbitration or cancellation.
11. A buyer is not bound by the original bid if the seller counters that original bid.
12. All decisions of Auction are final and binding.
13. The Auction reserves the right to interpret all policies and to decide all issues of dispute.
14. The Auction reserves the right to refuse service to anyone or any organization.
15. The Auction reserves the right to interpret, apply or waive these rules and regulations at its discretion and according to the circumstances of each transaction. The Auction also reserves the right to refuse or revoke a gate pass and deny admission to anyone for causes at the auction's discretion.

16. The Auction reserves the right to perform periodic security checks to protect vehicles from theft, tampering and vandalism. This inspection may include random checks including trunk and passenger compartments.
17. Vehicles not exported from Auction after six (6) days are subject to applicable storage fees.
18. All vehicles must present a Gate Pass when leaving the secured lot, and are subject to inspection, including trunk and passenger compartments.
19. The Auction is not responsible for unauthorized personnel on the premises.
20. Keys must be with all vehicles in the secured lot. If keys must be made, the vehicle owner will be responsible for all charges.
21. **VEHICLES DAMAGED ON THE PREMISES** – Buyers and Sellers expressly release the ICE Public Auction., and its agents, employees and principals, from any liability for any damage done to any vehicle in the care and control of the Auction. Both Buyer and Seller acknowledge that this Auction carries no insurance on any vehicles on the premises and disclaims any liability for loss from fire, theft, acts of God, or any other causes. All vehicles are left on the Auction premises at the owner's request and risk.
22. Bidder understands and agrees to pay to ICE Public Auction in addition to the winning bid, buyer's fees as posted for each bid. The total price for the accepted bid plus buyer's fees is subject by law to Indiana Sales Tax. If the above terms and conditions listed on this page are satisfactory to you, please sign and date this agreement. Bids are made before a signed copy of these Rules and Regulations acknowledging the acceptance of the terms and conditions is on file together with your \$50.00 registration fee and \$250.00 deposit, such bid may not be considered and may or may not be rejected as an incomplete bid at the sole discretion of ICE Public Auction.