

71B Auto Auction  
Dealer Registration Agreement

This Dealer Registration Agreement, dated as of \_\_\_\_\_, 20\_\_\_\_ is made and entered into by and between \_\_\_\_\_ ("Dealer") and 71B Auto Auction. In consideration of the following recitals, representations, guarantees, covenants and agreements contained herein, Dealer and Auction agree as follows:

1. Dealer represents that it is a licensed vehicle dealer engaged in the business of buying and selling vehicles. Dealer has provided to Auction a completed Dealer Application Sheet as required by Auction and Dealer represents that all information provided thereon is true and correct.
2. Dealer recognizes and acknowledges that Auction is not to be deemed to be the seller of any vehicle for any purpose nor is it the transferor required to give the Federal Odometer Mileage Statement in connection with any sale at this auction. The Seller named on the Bill of Sale is the transfer.
3. All sales at the Auction are conducted under published Auction Rules/Policies. Dealer acknowledges receipt of a copy of the Auction Rules/Policies and Dealer agrees to be bound by such Auction Rules/Policies, as amended from time to time.
4. Dealer will provide a list of persons to Auction to act as "Authorized Agents" that are duly authorized by Dealer to buy and sell automobiles, to execute Company "Trading As" checks or drafts, and to execute bills of sale, Odometer Mileage statements, assignments of title, and warranties of title on behalf of Dealer. The authority of such persons to act on behalf of Dealer shall continue in full force and effect until terminated by Dealer in writing to the Auction. Dealer does hereby guarantee all transaction made by such persons, and does indemnify and hold harmless the Auction from all loss or expense caused it as a result of any such transaction including, but not limited to, losses from dishonored checks or drafts, defective titles, and false or inaccurate Odometer Mileage Statements as well as any expense incurred in attempting to collect such losses, including attorney's fees.
5. Dealer authorizes the Auction to act as Dealer's attorney-in-fact to purchase, sell and transport vehicles and as required on Dealer's behalf, to execute any documents necessary to transfer ownership thereof and any disclosure statements relating thereto. Except for negligence on the part of the Auction, dealer agrees to indemnify the Auction, hold the Auction harmless, and defend the Auction against all claims, loss, damage, expense, and attorney fees that the Auction may sustain by reason of so acting for Dealer.
6. Dealer assumes all risks of loss, liability, and damage incident to or arising out of any vehicle left on the Auction's premises and Dealer shall provide insurance for such loss, liability and damage. The Auction disclaims all liability, in tort, contract, or otherwise for such loss, liability and damage.
7. With respect to each and every vehicle delivered by Dealer to Auction for sale, Dealer represents to Auction and to the buyer of that vehicle that:
  - a. The vehicle is in a safe condition to operate on the public highways and complies with applicable laws, including laws relating to safety and performance;
  - b. Dealer will fully and accurately disclose the description, condition, known defects and mileage of the vehicle and be solely responsible for such representations;
  - c. Dealer is the true and lawful owner of the vehicle;
  - d. Dealer has good and right power to sell the vehicle;
  - e. Dealer guarantees, without exception, that title to the vehicle is free and clear of all encumbrances and other defects, and Dealer will hold the buyer and the Auction harmless for any loss, liability, or expense resulting from any defect in such title;
  - f. Within the time allowed by Auction Rules, Dealer will deliver to Auction, as agent, good title to the vehicle, free and clear of all liens or encumbrances, with related disclosure statements. Upon such delivery, Auction agrees to pay Dealer the purchase price of vehicle, less any fees owing to Auction.
  - g. Dealer agrees to pay Auction such fees, as Auction Rules/Policies provide, for any vehicle which goes through Auction but is not sold.
  - h. Dealer will hold harmless and indemnify Auction and the buyer of the vehicle against any loss resulting from the breach of the Dealer's warranty of title to the vehicle or of any warranty or representation contained herein;
8. With respect to each and every vehicle purchased by Dealer, Dealer agrees that:

71B Auto Auction  
Dealer Registration Agreement

- a. Auction does not inspect vehicles delivered to it for sale; rather, the seller is responsible for all representation of description, condition and mileage and for disclosure statements relating to vehicle;
  - b. Dealer will pay Auction the purchase price of the vehicle by draft, check or cash (as requested by Auction) immediately upon tender of good title thereto. Upon failure to so pay, Auction may without further notice to Dealer dispose of such vehicle through a subsequent auction sale and Dealer shall be liable to Auction for all costs of collection, loss on resale of vehicle, and any other damage the liable Auction may sustain, including reasonable attorney fees incurred in collecting payments due and interest;
  - c. All vehicles purchased must be paid for before noon on the 3<sup>rd</sup> business day after auction or a late payment fee of \$100.00 will be added for each day not paid. No vehicle will be allowed off the premises without payment.
9. Dealer agrees to honor payment of any check or draft immediately when properly presented to Dealer's bank for payment. Dealer will not, under any circumstances, stop payment of its check or draft without the advance written approval of an authorized representative of Auction; then, if approved, Dealer will return the vehicle at Dealer's expense to Auction's place of business. Dealer further agrees to hold Auction harmless and indemnify Auction against any loss as a result of a check or draft of Dealer being dishonored by the bank upon which it is drawn. If a check is returned for any reason, there will be a return check fee added along with a \$100.00 per day charge for every day no payment is made. Also if a dealer writes more than 1 returned check, they will be placed on a cash only basis or barred from buying or selling.
10. Dealer hereby authorizes Auction to investigate Dealer's credit history including but not limited to the banks and other financial institutions with whom Dealer does business and agrees to execute any documents required by any such bank or financial institution to release financial information to Auction.
11. Auction guarantees to the buyer good and valid title to each vehicle bought at Auction subject to the following terms, conditions and limitations:
- a. The guaranty covers only invalidities in title existing at the time of the sale and does not cover more technical defects which can be removed by execution and delivery to the buyer of legally required papers without the necessity of any monetary payment.
  - b. The guaranty does not protect against defects in the title known to the buyer whither or not listed as exceptions to the title on Auction's contract.
  - c. Whenever any claim is made by any person against the title of the vehicle, whither by suit or otherwise, the buyer shall within five days after becoming aware of the claim, notify Auction, giving full particulars of the claim and shall cooperate fully in defending any legal action or taking any other steps to minimize possible loss.
  - d. Seller has 30 days to produce title, if on the 31<sup>st</sup> day title is still not present; the buyer must give 24 hours notice before returning vehicle. If title is brought in before the time has expired, buyer must still purchase vehicle. If Buyer does not return the vehicle within the 24 hour time period, the notice will become void and a new 24 hour notice must be given. Seller will be responsible for buyer fee and seller fee if vehicle is returned for no title. Please note that the car can have no more than 200 miles on it to be returned.
12. All arbitrations and PSI's must be done with 1 hour of purchase. If a vehicle is taken out on a test drive and not brought back to the auction within 1 hour, the vehicle will no longer be eligible for arbitration or PSI
13. This Agreement may be terminated by Auction at any time with or without cause. The parties' obligations under this Agreement with respect to transactions completed prior to termination shall survive termination.
14. This Agreement may be amended at any time with or without notice. A copy of the new agreement will be available upon request.

**Auto Group:**

**71B Auto Auction:**

Signature:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Printed:

Printed:

\_\_\_\_\_

\_\_\_\_\_

Title:

Title:

\_\_\_\_\_

\_\_\_\_\_