



Dealer Registration Agreement

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

1. Dealer represents that the business listed on the Dealer Application is a licensed vehicle dealer engaged in the business of buying and selling vehicles. Dealer has provided to Auction a completed Dealer Application 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 the seller of any vehicle for any purpose; including the transferor required to give the Federal Odometer Mileage Statement in connection with any sale facilitated by this auction. The seller named on the bill of sale is the transferor.
3. All sales facilitated by Auction are conducted under published 71B Auto Auction Policies and Procedures. Dealer acknowledges receipt of a copy of 71B Auto Auction Policies and Procedures and Dealer agrees to be bound by these policies and procedures. Dealer acknowledges that Auction reserves the right to amend these policies and procedures at any time.
4. Dealer will provide an executed 71B Authorization Letter for Sales Representative to Auction for each person Dealer wishes to act as authorized agents for the Dealer to buy and sell automobiles; to execute Dealer checks or drafts; 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 revoked in writing to the Auction. Dealer does hereby guarantee all transactions made by such persons listed as Sales Representatives and acting as authorized agents. Dealer does indemnify and hold harmless Auction from all loss or expense caused 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. Dealer does indemnify and hold Auction harmless from any expense incurred in attempting to collect such losses including attorney fees.
5. Dealer authorizes Auction to act as Dealer's attorney-in-fact to purchase, sell, and transport vehicles as required on Dealer's behalf. Dealer authorizes Auction to execute any and all 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 Auction, hold Auction harmless, and defend Auction against all claims, losses, damages, expenses, including attorney fees, which Auction may sustain by acting as Dealer's attorney-in-fact.
6. Dealer assumes all risks of loss, liability, and damage incident to or arising out of any vehicle left on Auction premises. Dealer shall provide insurance for such loss, liability, and/or damage. Auction disclaims all liability, in tort, contract, or otherwise for such loss, liability, and/or damage.
7. With respect to each and every vehicle delivered by Dealer to Auction for sale, Dealer represents to Auction to buyer of 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 accurate 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 legal authority to sell the vehicle;
 - e. Dealer guarantees, without exception, that title to vehicle is free and clear of all encumbrances and other defects. Dealer will hold the buyer and Auction harmless for any losses, liabilities, or expenses resulting from any defect in such title;
 - f. Within time allowed by Auction Policies and Procedures, Dealer will deliver to Auction, as agent, current valid title to the vehicle, free and clear of any and all liens or encumbrances, with related disclosure statements. Upon such delivery, Auction agrees to pay Dealer purchase price of vehicle less any fees owing to Auction.
 - g. Dealer agree to pay Auction fees as provided by Auction Policies and Procedures 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:
- a. Auction does not inspect vehicles offered for sale; rather the seller is responsible for all representation of description, condition, mileage, and disclosure statements relating to vehicle.
 - b. Dealer will pay Auction purchase price of the vehicle plus fees owing to Auction by draft, approved company check, cash, or approved floorplan immediately upon tender of current valid title thereto. Upon failure to so pay, Auction may without further notice to Dealer dispose of such vehicle through subsequent auction sale. 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 including interest.
 - c. All vehicles purchased must be paid to Auction before noon on the 3rd business day after auction or a late payment fee of \$100.00 will be charged for each day vehicle remains unpaid. No vehicle will be allowed off the premises without payment.
9. Dealer agree to honor payment of any check, draft, or floorplan payment immediately when properly presented to Dealer's bank for payment. Dealer will not, under any circumstances, issue stop payment or any Dealer check or draft without the advance written approval of an authorized representative of Auction. If approved, Dealer will return the vehicle at Dealer's expense to Auction immediately. Dealer further agrees to hold Auction harmless and indemnify Auction against any loss as a result of a check, draft, or floorplan payment being dishonored by the bank upon which it is drawn. If a payment is returned for any reason, a return payment fee of \$30.00 will be charged to the Dealer. After payment is returned, a late payment fee of \$100.00 per day will be charged for every day that no payment is made. At Auction management discretion, Dealers having more than one returned payment can be placed on cash only payment basis or barred from buying or selling vehicles.
10. Dealer hereby authorizes Auction to investigate Dealer's credit history including but not limited to the banks, floorplan companies, and other such financial institutions with whom Dealer does business and agrees to execute any documents required by any such entities to release financial information to Auction.
11. Auction guarantees to the buyer current valid title to each vehicle bought at Auction subject to the following conditions and limitations:
- a. This guaranty covers only invalidities in title existing at the time of vehicle 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. This guaranty does not protect against defects in the title known to the buyer whether 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, whether by suit or otherwise, the buyer shall within five days after becoming aware of the claim notify Auction. Dealer shall give 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 calendar days to produce title to Auction for transfer to buyer. If on the 31st day title has not been presented to Auction, the buyer must contact auction and give 24 hour notice of intention to return vehicle. If title is delivered and presented to Auction before the 24 hour notice period expires the auction sale is completed and considered valid. Buyer must present the physical vehicle at Auction check-in for return within the 24 hour notice. If Buyer does not present vehicle to Auction check-in within the 24 hour time period, the buyer's 24 notice is considered void and buyer must give Auction a new 24 hour notice of intention to return vehicle. Seller will be fiscally responsible for paying Auction buyer and seller fee if vehicle is returned for no title. Buyers must return vehicles in original sale condition and vehicles can have no more than 200 miles over sale odometer listed in auction records. For the purposes of timekeeping auction record of 24 hour notice times will be used.
- 12. All arbitrations and post-sale inspections (PSI's) must be requested within 1 hour after purchase. If Dealer exits auction with vehicle for purposes of test driving and does not return vehicle to auction within 1 hour of purchase, vehicle will not be eligible for arbitration or post-sale inspection (PSI).
- 13. This Agreement may be terminated by Auction at any time with or without notice and 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 Dealer request.

Dealer:

Signature: _____

Printed Name: _____

Title: _____

71B Mobile Auction:

Signature: _____

Printed Name: _____

Title: _____