



5050 ATL HWY, Bogart, GA 30622
770.725.7676 Fax: 770.725.9076

Dealer Registration Agreement

This Dealer Registration Agreement, dated as of _____, is made entered into by and between (Dealer) _____ and Athens Auto Auction. In consideration to the following recitals, representations, guarantees, covenants, and agreements containing herein, Dealer and Auction agree as follows:

1. Dealers represents that it is a licensed vehicle dealer engaged in the business of buying and selling vehicles. Dealer has proven to Athens Auto Auction as a completed Dealer information sheet as required by the Auction and Dealer represents that all information provided thereon is true and correct.
2. Dealer recognizes and acknowledges that Athens Auto Auction is not to be deemed to be the seller of any vehicle for any purpose nor is the transferor required to give the federal odometer mileage statement in connection with any sales at this location within contemplation of the Motor Vehicle Information and Cost Savings Act of 1972(pub.L.92-513), as amended, or similar laws. The seller name on the bill of sale is the transferor within the contemplation of such laws.
3. All sales at the Auction are conducted under published Auction Rules/Policies, as amended from time to time.
4. The person indicated in this Dealer Packet as "Authorized Agents" are duly authorized by Dealer to buy and sell automobiles, to execute checks or drafts, and to sell execute bill of sale, Odometer Mileage Statement, assignments of title, and warranties of title on behalf of Dealer in writing to the Auction. Dealer does hereby guarantee all transactions 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, defected titles, and false or inaccurate Odometer Mileage Statements as well as any expense incurred in attempting to collect such loss, including attorney's fees.
5. Dealer authorizes the Auction to act as Dealers attorney-in-fact to purchase, sell and transport vehicles, and or behalf to execute and 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 any claims, loss, damage, expense, and attorney fees that the Auction may sustain by reason of so acting Dealer.
6. Dealer assumes all risk of loss, liability, and damage incident to or arising out of any vehicle left on the premises and the Dealer shall provide insurance for such loss, liability, and damage.
7. With respect to each and every vehicle delivered by the Dealer to the Auction for sale, Dealer represents to the Auction and the buyer of that vehicle that:
 - A. Dealer will fully and accurately disclose the description, and mileage of the vehicle and solely responsible for such representation.
 - B. Dealer is the true and lawful owner of this vehicle.

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- C. Dealer is responsible for all back taxes owed on the vehicle.
 - D. Dealer has good and right power to sell the vehicle.
 - E. Dealer guarantees, without exception, that the 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 title.
 - F. Within the time allowed by the Auction Rules, Dealer will deliver to the Auction, as agent, good title to the vehicle, free and clear of all liens or encumbrances, with related disclosure statements. Upon such delivery, the Auction agrees to pay Dealer the purchase price of the vehicle less any fees of owing to the Auction.
 - G. Dealer agrees to pay to the Auction such fees as the Auction Rules/ Policies provide for any vehicle which goes through the Auction but is not sold. Dealer specifically grants to the Auction a processor lien against any such vehicle for which is due for the payment of such fee.
 - H. Dealer will hold harmless and indemnify the auction and the buyer against any warranty or representation contained herein.
8. With respect to each and every vehicles purchased by Dealer, Dealer agrees that:
- A. The Auction does inspect vehicles delivered to it for the sale; further, the seller is responsible for all representatives of description, condition, and millage and for disclosure statements relating to the vehicle.
 - B. Dealer will examine any vehicle bought and accept the vehicle in its present condition.
 - C. Dealer will pay the Auction the purchase price of the vehicle by check or cash (as required by the Auction) immediately upon the tender of good title there to. Upon failure to so pay, Auction may without further notice to the Dealer dispose of such vehicle through subsequent Auction sale, and Dealer shall be liable to the Auction for all costs of collection, loss on resale of the vehicle, and any other damage the Auction may sustain, including reasonable attorney fees incurred in collecting payments due and interest.
 - D. The title and ownership of the vehicle shall remain in the name of the seller of the vehicle until any check is given as payment for the vehicle has been honored and paid in full.
9. Dealer agrees to honor payment of any check immediately when properly presented to Dealer's bank for payment. Dealer will not, under any circumstances, stop payment of its check without the advance written approval of any authorized representative of the Auction; then if approved, Dealer will return the vehicle at Dealers expense to the Auction's place of business within 24 hours. Dealer further agrees to hold the Auction harmless for and indemnify the Auction against any loss as a result of check being dishonored by the bank upon which it is drawn.
10. Dealer hereby authorizes the Auction to investigate Dealer's credit history including but not limited to the banks and other financial institutions with whom the Dealer does business and agrees to execute any documents required by any such bank or financial institution to release financial information to the Auction.
11. The Auction guarantees to the buyer good and valid title to each vehicle bought at the Auction subject to the following terms, conditions, and limitations.
- A. The guaranty covers only invalidities in title existing at the sale and does not cover more technical defects which can be removed by execution and delivery to the buyer, or prior owners of legally required papers without the necessity of any payment.
 - B. The amount of the Auction's liability under its guaranty shall never exceed the sale price of the vehicle, and the maximum amount of the Auction's liability shall be reduced by deducting from the sales price 2% thereof on the first of each month following the date of the sale and all liability of the Auction will expire and terminate on the first day of forty-eight (48) month after the date of the sale.
 - C. The guaranty is expressly limited to the Dealer who purchased the vehicle at the Auction, and the guaranty is not negotiable or transferable.

- D. The guaranty shall be void if the buyer does not pay the purchase price for the vehicle.
 - E. Whenever any claims is made by any person against the title of the vehicle, whether by any suit or otherwise, the buyer shall within five (5) days after becoming aware of "the claim notify" the 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.
 - F. On payment of any claim under the guaranty, the buyer will execute all necessary paper subrogation its right to recover against the seller, or others, to the Auction.
 - G. The buyer shall not surrender possession of the vehicle to any claimant except as required by legal process, nor shall buyer voluntarily payer acknowledge the validity of any such claims without prior approval of the Auction.
 - H. Time is the essence of this section of this agreement and any failure of the part of the buyer to notify the Auction of any such claim shall vitiate the Auction's liability under the guaranty. Likewise failure of the buyer to cooperate in defending any such claims shall relieve the Auction of liability under the guaranty.
 - I. The guaranty does not include motorcycles, boats, campers, or trailer titles.
 - J. The guaranty does not apply to vehicles sold by bill of sale without title.
12. The agreement made by terminated by the Auction at any time with or without cause. The parties' obligations under this agreement with respect to transactions completed prior to shall survive termination.
13. Only an instrument in writing signed by both parties may amend this agreement.
14. Any controversy or claim arising out of this agreement or relating in any way to any transaction at the Auction or otherwise win which Dealer engaged pursuant to this agreement shall be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator's (which may include the costs of arbitration and reasonable attorney's fees to the prevailing party) may be entered any court having jurisdiction thereof.
15. Seller has the right to "Green Light" a vehicle AFTER the bid becomes \$3000.00 or more. ONLY the motor and transmission are able to be up for arbitration.
16. The cost of repairs MUST exceed \$500.00 to be arbitratable.

Dealer:

Name: _____

SIGNATURE: _____

TITLE: _____

Auction:

Athens Auto Auction

SIGNATURE: _____

TITLE: _____