



## Registration Application

### Dealership Information

Dealership AuctionACCESS ID: \_\_\_\_\_

Trade or DBA Name: \_\_\_\_\_

Legal Name (if different): \_\_\_\_\_ Date Business Started: \_\_\_\_\_

Federal ID: \_\_\_\_\_

(US-EIN, MX-RFC, CA-GST/BIN, International-Owners Passport)

RIN (Canadian Province of Ontario only): \_\_\_\_\_

Check only one

☐

Sole Proprietorship

☐

General Partnership

☐

Limited Partnership

Company Type:

☐

Business Corporation

☐

Limited Liability Company

☐

Unlimited Liability Corporation

### Business Types

Check all that apply	New	Used	Lease	Wholesale	Parts	Salvage	Export	Rental
Automobile								
Motorcycle								
Moped								
RV								
Mobile Home								
Trailer (Pull Behind)								
Motorcycle (Off Road)								
ATV								
Snowmobile								
Heavy Equipment								
Boat								
Personal Watercraft								
Airplane								
Unknown								

### Contact Information

Lot Address: \_\_\_\_\_

City: \_\_\_\_\_ Colony (if applicable): \_\_\_\_\_

St/Prov (if applicable): \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Colony (if applicable): \_\_\_\_\_

St/Prov (if applicable): \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Bus. Phone Number: \_\_\_\_\_ Bus. Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website Address: \_\_\_\_\_

**Agreement**

Dealership AuctionACCESS ID: \_\_\_\_\_

You, the undersigned entity and individuals hereby authorize AutoTec, LLC, its affiliate Auction Insurance Agency("AIA"), and those customers that subscribe to AutoTec's AuctionACCESS system (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions, collectively, "Customers") to provide, obtain, store, use and share amongst themselves, and externally, as each sees fit, the information contained on this application, on any other forms provided to AutoTec and other information regarding you and/or your dealings with each, including transaction, bank, credit information, and consumer reports. You acknowledge that AutoTec provides such information to Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Customers are not limited to businesses in the automobile auction or dealer industries, but may also include other businesses providing goods or services to such industries.

By signing below, you (1) agree to the terms of this application, any exhibits hereto, and AutoTec's Terms and Conditions as they may be amended from time to time and posted on [www.AuctionACCESS.com](http://www.AuctionACCESS.com), (2) warrants that you are solvent, properly registered to do business and licensed as a dealer (if applicable), and that the information provided herein is complete, accurate, and truthful, (3) acknowledges that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit with any Customer, which each retain the discretion to deal with you as they see fit, (4) agrees to be bound by the policies and procedures of each Customer at which you register or transact with your AuctionACCESS credentials, (5) agree that AutoTec, AIA, and each Customer, on their own behalf or on behalf of their respective customers and business partners may contact you for any commercial or advertising purpose using the telephone numbers (whether business, home, or mobile numbers), fax numbers, e-mail addresses, and/or other contact information provided on this form, or otherwise used in connection with your business, and (6) agree to disclose AuctionACCESS numbers only to AutoTec Customers.

You agree that these terms and any other commitments or account forms submitted to AutoTec, its affiliates, and any Customers, by you or any authorized Individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

**Signature****Legal Name of Entity** (Corp/LLC/LLP/ULC/Partnership/Individual) \_\_\_\_\_**Trade or DBA Name of Entity** \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Printed Name** of Authorized Signer (Owner/Officer/Manager) \_\_\_\_\_**Title** of Authorized Signer (Owner/Officer/Manager) \_\_\_\_\_**Signature** of Authorized Signer (Owner/Officer/Manager) \_\_\_\_\_**Date** of Signature \_\_\_\_\_**Owners***Owner Name**Owners AA ID**Owner Name**Owners AA ID*

_____	_____	_____	_____
_____	_____	_____	_____

**References***Auction Name**Phone Number*

_____	_____
_____	_____
_____	_____

**Franchise Information***Franchise Name**Franchise Number**Franchise Name**Franchise Number*

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## Individual Authorization Letter

### Agreement

Date: \_\_\_\_\_ Individual's AuctionACCESS ID: \_\_\_\_\_

#### To Whom It May Concern:

You, the individual referenced below ("Individual" or "you"), wish to register, as of the date listed above, with AutoTec, LLC's AuctionACCESS System. You hereby authorize AutoTec, LLC, its affiliate Auction Insurance Agency, and those of its customers that subscribe to AutoTec's AuctionACCESS System (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions) and at which you deal (or otherwise provide any AuctionACCESS number) at any time ("Customers") to provide, obtain, store, use, and share amongst themselves, and externally, as each sees fit, the information contained on this application, on any other forms provided to AutoTec, and other information regarding you and/or your dealings with each, including transaction, bank, and credit information and consumer reports. You understand that AutoTec provides this information to said Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Customers are not limited to businesses engaged in the automobile dealer or auction industries, but may also include other businesses providing goods or services to such industries. By signing below, you (1) agree to the terms of this registration and AutoTec's Terms and Conditions (as they may be amended from time to time) posted on [www.AuctionACCESS.com](http://www.AuctionACCESS.com), (2) warrant that you are solvent and the information provided herein is complete, accurate, and truthful, (3) acknowledge that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit with any Customer, (4) agree to be bound by the policies and procedures of each Customer with whom you deal or attend, (5) agree that AutoTec, LLC, Auction Insurance Agency, and subscribing Customers may contact you, on their own behalf or on behalf of their respective sellers, consignors, or other customers, for any commercial or advertising purpose, using the telephone numbers (whether business, home, or mobile numbers), fax numbers, e-mail addresses, and other contact information provided on this form, or at any other address, telephone number, fax number, or e-mail address used in connection with your business, and (6) agree to disclose AuctionACCESS numbers only to subscribing Customers. You agree that these terms and any other commitments or account forms submitted by you to AutoTec, its affiliates, and any Customers shall have the same force and effect as though personally signed by you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Date of Birth: \_\_\_\_\_ Taxpayer ID Number: \_\_\_\_\_ Please select ID type \_\_\_\_\_  
US: \_\_\_\_\_ Mexico: \_\_\_\_\_ Other: \_\_\_\_\_  
SSN ☐ ITIN ☐ CURP ☐ N/A ☐

Printed Legal Name of Individual \_\_\_\_\_

Individual Signature \_\_\_\_\_

### Photo Identification

☐ Driver's License ☐ State/Province Issued ID ☐ Passport ☐ Voter Registration Card (Mexico Only)

Photo ID Number: \_\_\_\_\_ State/Province or Country: \_\_\_\_\_

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

### Contact Information

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ Colony (if applicable): \_\_\_\_\_

State/Province (if applicable): \_\_\_\_\_ Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_ Email: \_\_\_\_\_

Mobile Telephone: \_\_\_\_\_ Home Telephone: \_\_\_\_\_



## Dealership Authorization of an Individual

Dealership Name: \_\_\_\_\_ Dealership AuctionACCESS ID: \_\_\_\_\_

Printed Legal Name of Individual \_\_\_\_\_ Individual's AuctionACCESS ID \_\_\_\_\_ Date of Birth \_\_\_\_\_

### Add or Change Roles

By signing or clicking approval below, the dealership referenced above ("you", "your", or "yours") authorizes AutoTec, LLC ("we", "us", or "our") to register the individual listed above ("Individual") to serve as your representative and agent in the following capacity:

**The role designated below will be the only role in effect for this Individual for this Dealership, replacing any previous role authorization (check one).**

☐ Representative ☐ Owner ☐ Officer/Manager ☐ Driver

Subject to our acceptance of this authorization, you acknowledge the following: (i) the capacities in which the Individual is authorized as your agent apply at and with us and our subscribing AuctionACCESS customers ("Customers"), including affiliates; (ii) the authorization will be valid until one business day after we receive and process your written notice of termination in the form of a Dealer Removal Letter; and (iii) once processed, the most recent authorization received and accepted by us will replace any prior authorization(s) for the Individual for transactions thereafter.

If you designate the Individual in the capacity of "Representative," "Owner," or "Officer/Manager" in this form, the Individual may buy and sell automobiles for you and execute company checks, drafts, certificates of title, and/or any other instruments or documents on your behalf at or with any Customer. All categories, including "Drivers," may pick up, receive, and/or deliver cars or other property on or for your account.

You guarantee performance of all obligations and payment of all debts incurred or authorized by this Individual on your account with us or any Customer. This guaranty includes but is not limited to payment of losses from dishonored checks or drafts, defective titles, or false or inaccurate Odometer Mileage Statements. You also guarantee that the Individual will honor the AutoTec Terms and Conditions (as they may be amended from time to time and posted on [www.AuctionACCESS.com](http://www.AuctionACCESS.com)), conduct business with us and our Customers in a fair and ethical manner, honoring all policies and procedures of each and respecting decisions of ours or our Customers with respect to same. You will indemnify and hold harmless Customers, AutoTec, LLC, each's affiliates, and the officers, directors, employees, and agents of each of the foregoing, against any liability, loss, damages (including punitive damages), claim, settlement payment, cost, expense, award, judgment, fee, or other charge, including reasonable attorneys' fees, arising out of or relating to the authorized Individual's actions, as well as any expense incurred in attempting to collect such losses, including attorney fees.

Our Customers are third-party beneficiaries of this authorization agreement. At their election, and in their sole discretion, they may avail themselves of any provision of this agreement. However, this document is a supplement to, and not a replacement or modification of, any agreement you have with those Customers, or any policies and procedures of such Customer. Each customer retains the right to stop doing business with this Individual as it sees fit.

Use of the AuctionACCESS System is open only to licensed dealers and their business associates and is a privilege, not a right. You may authorize and register only those individuals who are bona fide employees or independent contractors for your dealership. Retail buyers or others not affiliated with your business are not eligible to use the System. By signing or clicking approval below, you also certify that the Individual is affiliated with your business and is eligible to use the System. We reserve the right to immediately terminate any authorization obtained for ineligible persons and the right to terminate your AuctionACCESS membership if you authorize a person who is not eligible to use the System, as well as the right to terminate either or both without cause in our sole discretion.

You agree that these terms and any other commitments or account forms submitted to AutoTec, its affiliates, and any other Customers, by you or any authorized Individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

### Signature

By: \_\_\_\_\_ Its: \_\_\_\_\_

**Printed Name** of Authorized Signer (Owner/Officer/Manager) **Title** of Authorized Signer (Owner/Officer/Manager)

\_\_\_\_\_  
Date: \_\_\_\_\_

**Signature** of Authorized Signer (Owner/Officer/Manager)



## Bank Authorization Letter

To Whom It May Concern:

In order to enable the undersigned dealership to participate in AutoTec's AuctionACCESS System and thereby enhance its automotive business and ability to utilize bank accounts in connection with the same, you are hereby authorized to do the following:

- ◆ Release financial credit information, including account statements and credit reports, to AutoTec, LLC, its affiliate Auction Insurance Agency, and those customers that subscribe to AutoTec's AuctionACCESS System (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions and customers) ("Customers").
- ◆ Include the information contained in the attached Bank Reference Letter regarding the undersigned dealership and its business checking and other accounts as requested by the AuctionACCESS Customer, AutoTec, LLC, and/or Auction Insurance Agency.
- ◆ Share this information with the AuctionACCESS Customers with whom I wish to register.

The information will be used for business purposes in connection with the AuctionACCESS System and/or affiliated programs provided for subscribing Customers. We have agreed that our online or digital signature to this and other forms is binding as if personally signed. Thus, you may rely on any system generated acknowledgment stamp with IP address below.

Dealership AuctionACCESS ID: \_\_\_\_\_

Dealership Name: \_\_\_\_\_

Dealership Address: \_\_\_\_\_

\_\_\_\_\_

**Your prompt attention in answering the Bank Reference Letter will be greatly appreciated.**

Sincerely,

By: \_\_\_\_\_  
Printed Name of Authorized Signer (Owner/Officer/Manager)

Its: \_\_\_\_\_  
Title of Authorized Signer (Owner/Officer/Manager)

\_\_\_\_\_  
Signature of Authorized Signer (Owner/Officer/Manager)



## Bank Reference Letter

AA subscribing Customer: _____	
Address: _____	
City: _____	
St/Prov: _____	Postal Code: _____
Phone: _____	
Fax: _____	

**AuctionACCESS® Dealership ID:** \_\_\_\_\_ **Owner/Officer Name:** \_\_\_\_\_

**Dealership Name:** \_\_\_\_\_

**Bank Name:** \_\_\_\_\_ **Account #:** \_\_\_\_\_

**Bank Address:** \_\_\_\_\_ **Routing #:** \_\_\_\_\_

**Bank City:** \_\_\_\_\_ **State/Province:** \_\_\_\_\_ **Country:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_

**Bank Reference Phone:** \_\_\_\_\_ **Bank Reference Fax:** \_\_\_\_\_

Attention Credit Department or Officer:

The aforementioned Dealership has listed your bank as its principal banking reference.

AutoTec, LLC has compiled and maintains a national database, AuctionACCESS®, which contains information on licensed new and used car dealers for use by its automobile industry customers. Since those customer often accept and advance funds on dealership checks for transactions they facilitate, they require customers, such as Dealership, to establish their financial responsibility.

We would be grateful if you would check mark below your estimate of this account. This information will be incorporated into the AuctionACCESS® database and otherwise used only as agreed by Dealership. **Please return this completed letter directly to the above address.** Thank you for your assistance.

Dealership has been banking with your bank since: \_\_\_\_\_

☐ Checking ☐ Savings ☐ Floor Plan ☐ ZBA ☐ Sweep ☐ Controlled Disbursement

Type(s) of accounts held: ☐ Regular Account Account is: ☐ Satisfactory Open Date: \_\_\_\_\_

☐ Special Account ☐ Unsatisfactory

☐ Loan Account ☐ Closed Closed Date: \_\_\_\_\_

The Customer is: ☐ A valued customer with a good reputation and financial responsibility.

☐ Honest and reliable, but limited capital resources.

☐ Unknown to us.

☐ A new customer – our experience is limited.

☐ Negative response

Average Balances for six months are:

☐ Negative Balance

☐ Nominal

☐ Small

☐ Moderate

☐ Medium

☐ Large

☐ 3 Figures

☐ 4 Figures

☐ 5 Figures

☐ 6 Figures

☐ 7 Figures

Insufficient Checks or Drafts:

How Many? \_\_\_\_\_ ☐ Does not issue

Overdrafts:

How Many? \_\_\_\_\_ ☐ Does not issue

Maximum Credit recently extended: \$ \_\_\_\_\_ Secured \$ \_\_\_\_\_ Unsecured \$ \_\_\_\_\_

Do you floor plan this Customer? ☐ Yes ☐ No

Floor Plan Line New/Used: \$ \_\_\_\_\_ Floor Plan Outstanding New/Used: \$ \_\_\_\_\_

Do you accept their Drafts? ☐ Yes ☐ No Are all Drafts picked up within 48 hours? ☐ Yes ☐ No

Physical Address of bank for sight Draft: \_\_\_\_\_

Remarks: \_\_\_\_\_

Signature of Bank Official \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_



## ***VEMO Auto Auctions Terms of Sale***

***Revised 2/17/2022***

1. VEMO Auto Auctions is a “Dealer’s Only” auction. All dealers must be registered with Auction ACCESS and licensed by their state prior to transacting business. No retail customers are permitted at the sale. No guests are permitted unless approved by auction management on the date of the sale. No person under the age of 18 may be on auction premises.
2. All purchases must be paid for within three business days. Late payments and returned checks will be charged \$75.00.
3. Decisions by the local DMV as to whether or not a title is transferable shall be final.
4. All vehicles are consigned at owner’s risk. VEMO Auto Auctions assumes no responsibility for fire, theft or any other loss or damage to any vehicle or equipment. The auction will not be responsible for the loss of any pullout equipment or radios left in vehicles.
5. All vehicles to be delivered via our complimentary local pick-up service must be mechanically sound and maintained. Any damages resulting from mechanical deficiencies or lack of maintenance shall be the sole liability of the consignor.
6. Once a vehicle is registered at the sale, it must run across the auction block. No outside sales. Vehicles may be pulled because of F&I situations.
7. Vehicles left on the lot for longer than three days after a sale will be transported to the owner’s lot at their expense.
8. In any case of arbitration, the decision of VEMO Auto Auctions is binding and final.
9. VEMO Auto Auctions reserves the right to refuse anyone the use of its services.
10. VEMO Auto Auctions reserves the right to void any transaction.

11. All warranties are those of the seller only. VEMO Auto Auctions makes no warranties expressed or implied.
12. All buyers are responsible for returning vehicles in no less condition than when purchased.
13. 24-hour advance notice and approval of auction management is required before returning any vehicle.
14. When returning a vehicle after a valid arbitration claim, buyers must return the vehicle in a reasonable time period no later than 10 calendar days after the arbitration claim has been made.
15. VEMO Auto Auctions is not party to the contract of sale, which is between the buyer and seller only.
16. It is the dealer's responsibility to ensure that all authorized agents are aware of and abide by VEMO Auto Auctions' terms and conditions.
17. It is the seller's responsibility to correct any errors made by the auction as to a vehicle's announced condition, mileage, etc. VEMO Auto Auctions will not be responsible for administrative errors such as incorrect mileage on Bill of Sales or on the vehicle.
18. The buyer is responsible for verifying year, model and mileage readings prior to bidding on a car. Additionally, it is the buyer's responsibility to watch lights and to listen for announced conditions.
19. These policies are designed to ensure fair business practice and are subject to change without notice. Watch and listen for announcements regarding changes.
20. All checks must be imprinted with the name, address, and telephone number of the participating dealership. No personal checks will be accepted under any circumstances.
21. By registering with VEMO Auto Auctions you are agreeing to receive faxes, voicemails, and other marketing communications.
22. All reserved run number cancellations that occur on the day of sale will be subject to a \$25.00 cancellation fee.
23. VEMO Auto Auctions reserves the right to assess a Simulcast convenience fee to both buyer and seller.

**Warning - Do not incur expenses on a unit purchased with a title "not present". VEMO Auto Auctions and/or the seller will not reimburse for any expenses. Do not retail the unit until the title is received.**

### ***Light System***

**Green Light (Ride and Drive)** - Vehicles sold on the green light for \$2,500.00 or more may be arbitrated in accordance with the National Auto Auction Association's arbitration policy.

**Note:** Vehicles sold for under \$2,500.00 are automatically Red Light (As-Is), regardless of the light displayed on the block.

**Yellow Light (Specified Defect)** - Vehicles sold on the yellow light have an announced defect and may not be arbitrated for that defect.

**Red Light (As-Is)** - Vehicles sold on the red light or for less than \$2,500.00 are sold "As-Is". Arbitration is governed by the National Auto Auction Association's arbitration policy.

### ***Titles***

1. Seller must produce a transferable title to the auction within 30 days of sale. Failure to provide a transferable title could result in the vehicle being rejected and returned by the buyer. If a buyer attempts to return a vehicle for "No Title" after 30 days and the auction has received the title before the vehicle is returned, then the buyer is obligated to keep the vehicle. The seller is responsible for all auction fees and transport charges relating to the sale of a vehicle subsequently rejected for non-production of title.
2. Buyers acknowledge that titles may have affidavits attached.
3. All salvage, previous salvage or rebuilt titles must be announced prior to sale.
4. Buyers are cautioned not to sell or spend money on vehicles until they receive a negotiable title. VEMO Auto Auctions will not assume any responsibility for charges or expenses incurred on title-delayed vehicles.
5. VEMO Auto Auctions will not accept any foreign titles.
6. 24-hour advance notice and approval of auction management is required before returning any vehicle.

### ***Buyer's Responsibility for Returning Vehicles***

When returning a vehicle, the buyer is responsible for returning the vehicle in no less condition than when the vehicle was purchased. Buyer acknowledges that when

returning a vehicle, the seller is responsible for transportation cost to and from the buyer's dealership only. The auction/seller is not liable for any work done to vehicle prior to receiving a "Transferable Title".

### ***Seller's Responsibility***

1. It is the seller's responsibility to correct any errors made by the auction or seller as to announced conditions. The seller is responsible to ensure that the vehicle is properly offered for sale at the auction.
2. All money due to the auction may be deducted from the sale checks.
3. If a vehicle is rejected, the seller will be responsible for paying all auction fees and reasonable documented expenses.

### ***"IF-Sales"***

1. Buyers are committed to their last bid on "IF" or "Phone Call" sales for 24 hours after the day of sale.
2. "IF" deals are subject to the same arbitration guidelines as all other consigned vehicles.

### ***Mobile Auctions***

1. Mobile/Private Auctions have varying auction policies. Auction participants must abide by the policies posted at each individual auction location.

### ***Post Sale Inspections***

Vehicle Qualifications: As a service to the dealer, vehicles which are ten calendar years old or newer and which have under 125,000 miles on the odometer are eligible for a Post Sale Inspection (PSI) regardless of the light at the time of sale. Arbitratable items that arise during the PSI will be highlighted to the dealer based on the light that the vehicle was sold on. Arbitration rules will be governed by the National Auto Auction Association arbitration policy. Vehicles ran with an announced condition or on a yellow light cannot be arbitrated for that condition.

**PSI Guarantee:** All items checked in the Post Sale Inspection are guaranteed for 7 days after the sale. If an item or part that was inspected fails during the guarantee period, the item will be replaced or repaired at VEMO Auto Auctions' option. Any vehicle

returned during the guarantee period must have less than 200 miles on the odometer since the time of inspection.

**PSI Conditions:** The buyer is responsible for the PSI fee even if the vehicle fails the inspection. The inspection guarantees and provisions apply only to the original purchaser of the PSI. This guarantee is voided once the vehicle is re-sold and is not transferrable. If a vehicle fails a PSI, the buyer can choose to enter the vehicle into arbitration. Returned vehicles must be in the same condition or better as time of sale.

### ***Pre-Sale Inspections (VEMO Certified)***

Vehicle Qualifications: As a service to the dealer, vehicles which are ten calendar years old or newer and which have under 125,000 miles on the odometer are eligible for a Pre Sale Inspection (VEMO Certification). Sellers may purchase this inspection before the sale and any arbitratable items that arise during the inspection will be highlighted to the dealer. If no arbitratable items arise during the inspection, the vehicle passes inspection and the seller will not be responsible for any arbitration claims made after the sale which will be the sole responsibility of the auction. No guarantee or warranty period will be given to the buyer. No fee will be assessed to the buyer for purchasing a vehicle labeled as VEMO Certified, instead, the buyer has the option to purchase a 7 or 14 day PSI guarantee for added protection.

### ***Test Drives***

VEMO Auto Auctions permits test driving of eligible vehicles on the day of sale only. Test drives may take place between the hours of 1pm and 3pm and shall not exceed 10 minutes per vehicle. Any damage or civil infraction that occurs during the test drive is the sole responsibility of the dealer operating the vehicle, regardless of fault. To be eligible for this service, you must be a registered dealer with AuctionACCESS, in good standing with the auction, and legally allowed to operate a motor vehicle. While operating the vehicle off the auction premises the dealer must abide by all applicable laws.

### ***Offsite***

All vehicles marketed and sold under the VEMO Offsite program are subject to the policies of this document and any modifications of those policies contained within this paragraph. For vehicles marketed under this program, a cancellation fee of \$400 will be assessed to the Seller if the transaction is cancelled or abandoned by the Seller after a buyer's bid meets the reserve or is otherwise accepted.

**Note: VEMO Auto Auctions reserves the right to modify these terms and conditions on an as needed basis.**

**I understand and agree to the terms and policies stated above by VEMO Auto Auctions LLC.**

**Sign \_\_\_\_\_ Dealership \_\_\_\_\_**

**Print \_\_\_\_\_ Date \_\_\_\_\_**

## ***Check & Title Delivery***

VEMO Auto Auctions has several methods to deliver checks and titles for purchased vehicles. To be sure that you receive your checks and titles in a timely manner there are several delivery options from which to pick. Please choose the delivery option that you prefer from the list below. Your choice will become the default method by which all of your checks and titles are delivered.

Your Delivery Options are:  
(Please check one)

1. **Pick up** (Recommended)—An authorized agent or myself will pick up checks and titles.
2. **First Class Mail** (Not recommended)—There is no cost for this option; but if the title is lost in the mail, you will be responsible for \$100 fee to replace the title.
3. **Overnight Delivery** (***Your*** account)—Please indicate your account # and service used:  
Account # \_\_\_\_\_ FedEx UPS DHL (Circle one)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Dealership Name: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

\_\_\_\_\_

**VEMO Auto Auctions recommends that you always pick up checks and titles whenever possible. If you pick up checks or titles, they cannot be lost in delivery.**

In the event that your titles are lost when sent to you by your approved method, VEMO Auto Auctions will not be responsible for those lost titles. We will try to help you replace your lost titles, to the extent we are able, but our cost for this effort will be charged to your account.