

With respect to any motor vehicle (Vehicle) hereafter for sale or sold, or hereafter purchased, through Kesler-Schaefer Auto Auction, Inc. (Auction), the undersigned (Dealer) represents, warrants and agrees:

1. The Auction acts solely as an auctioneer and title and payment processing agent in any transaction and Dealer will indemnify and hold the Auction harmless from any liability, loss, costs, damage or expense, including attorney fees, which arise directly or indirectly from any transaction including, but not limited to, title services provided by the Auction, defects in title, and any matters related to odometer mileage or odometer mileage statements.
2. The selling Dealer affirms that he is the lawful owner of, has good title to, has the right and power to sell, and that any Vehicle sold is free and clear of all liens and encumbrances.
3. Dealer's possession of any Vehicle purchased prior to full payment to the Auction therefore with collected funds, and/or prior to the time a valid certificate of title has been delivered to the Dealer, is solely for the convenience of the Dealer, and no title or permanent right of possession is transferred or intended to be transferred to Dealer until both conditions have been met. Until such time Dealer, upon request, will return any such Vehicle to the Auction and in the event of Dealer's failure or refusal to do so, the Auction may repossess the same from any place where it may be found, without further notice.
4. Upon return or repossession of a Vehicle for which payment has not been made, Dealer agrees that the Auction may sell the same for the account of the Dealer at a subsequent regularly scheduled auction; and that Dealer will pay to the Auction any deficiency arising from the resale plus the Auction's cost and expenses in repossessing and/or reselling, including established Auction fees and reasonable attorneys' fees.
5. Dealer hereby grants to the Auction a purchase money security interest in any purchased and unpaid-for Vehicle and all additions, accessions, accessories, replacements and the proceeds thereof; and authorizes the Auction to perfect such security interest without further signature of Dealer.
6. Any stolen Vehicle offered for sale by Dealer shall be settled from the purchase price less 2% per month and is the sole responsibility of the Selling Dealer.
7. Unless and until further revoked in writing, I authorize and appoint Kesler-Schaefer Auto Auction, Inc. as my true and lawful attorney-in-fact to act in my behalf with respect to any and all titles to motor vehicles consigned by me to the Auction for sale and/or with respect to any and all titles to motor vehicles purchased by me from or through said Auction.

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

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

Notary: \_\_\_\_\_

*My Commission Expires:* \_\_\_\_\_

(seal)