

# **DEALER REGISTRATION**

If you are already an AuctionAccess member please provide only the dealership name, access number, owner's name and access number.

Please fill out the enclosed registration and return or fax to Wolfe's Auto Auction.

Include *copies* of the following documents:

- Dealer License
- Photocopy of Company Check
- Merchant Sales Tax Form & W9 Form
- Copy of Owner and Representatives' Driver's License
- Copy of Insurance Form Including Dealership Name

For questions about registration, please contact: Miranda Kieffer (574) 289-7767 mgkieffer@wolfesaa.com

The owner/s listed on the dealer license need to sign the registration and fax the papers to (574) 289-7803 or email to mgkieffer@wolfesaa.com

## Market reports are available on our website: <u>www.wolfesaa.com</u>

By signing this form, you and your agents agree to abide by the rules and policies of Wolfe's Auto Auctions Inc. All information on this form must be filled completely. Wolfe's does not share your personal information.



# CONFIDENTIAL INFORMATION

BUSINESS NAME			
BUSINESS ADDRESS			
ADDRESS CONTINUED			
CITY	STATE		ZIP
EMAIL	PHONE ere	FAX	

OWNER'S SIGNATURE		
DATE		

By signing this form, you and your agents agree to abide by the rules and policies of Wolfe's Auto Auctions Inc. All information on this form must be filled completely. Wolfe's does not share your personal information.



# LFE'S AUTO TIONS INC. MAIL RELEASE / TITLE HOLD HARMLESS AGREEMENT

Please specify how you would like all checks, title etc. mailed to you. Titles may be picked up during normal business hours BUT if you choose to have them mailed Wolfe's Auto Auction is released from any liability. Any charges incurred for duplicate titles that are lost or damaged are the responsibility of the dealer.



# ACCT # \_\_\_\_\_

### SPECIAL MAILING ADDRESS

(if different from business address)

ADDRESS		
CONTINUED		
CITY	STATE	ZIP

# TITLE HOLD HARMLESS AGREEMENT

Seller agrees to allow Wolfe's Auto Auction Inc. to act as "agent" in regards to any title work. Seller agrees to furnish auction with any information known to seller regarding vehicle odometers. Seller agrees to reimburse, indemnify, and hold harmless auction from all losses or expenses incurred by auction as a result of representations made by auction on behalf of seller with regard to motor vehicles odometers including all expenses and attorneys fees incurred by auction, but precluding misrepresentation or negligence on part of the auction.

OWNER'S SIGNATURE	
DATE	

By signing this form, you and your agents agree to abide by the rules and policies of Wolfe's Auto Auctions Inc. All information on this form must be filled completely. Wolfe's does not share your personal information.



Indiana Department of Revenue **Resale Certificate of Exemption** Sales to a Licensed Vehicle, Trailer or Watercraft Dealer Only

by an Indiana Automobile Auction or an Indiana Licensed Dealer

This form is to be used only by an Indiana automobile auction or an Indiana dealer to reflect sales of motor vehicles, trailers, or watercraft sold exempt from Indiana sales tax for purposes of the **"resale"** exemption per I.C. 6-2.5-5-8. The purchasers claiming the exemption must be a licensed dealer in their state of residence and must disclose their Federal Identification Number (FID#) <u>and</u> their state of residence Dealer License Number on this form, unless they possess an Indiana Taxpayer Identification Number (TID#). Failure to provide both numbers in lieu of an Indiana TID# will void the claimed exemption and the selling auction or dealer must collect the Indiana sales tax.

Purchaser's Name	TID# Indiana TID#					
Address	If not registered with IDOR, you must provide both numbers below.					
City						
	FID#					
State Zip						
	Dealer#					
Phone # ( )	State of Residence Dealer#					

Is this a <sup>®</sup> single purchase or <sup></sup> blanket purchase exemption request? (Check One)

If <b>single purchase</b> indicate the VIN# or HIN	J#			
Year, Make, and Model of single purchase	/		/	
	Year	Make	Model	

If this is a **blanket purchase** the certificate of exemption request is applicable to all purchases unless otherwise instructed by the buyer.

I hereby certify under the penalties of perjury, that the property that is to be purchased by the use of this exemption certificate will be used for the purpose of immediate "**resale**."

If I am purchasing a **new motor vehicle(s)** for resale, I further certify that I possess a manufacturer's new vehicle dealer franchise to sell the type of vehicle purchased, as required per I.C. 6-2.5-5-8. Failure to possess a manufacturer's franchise to resell the type of vehicle being purchased, shall cause this exemption to become null and void. As a purchaser, I will become liable for the sales/use tax on such purchase, including penalties and interest.

Purchaser's Signature	Title	_ Title						
Printed Name	Date	/	/					

The Selling Auction or Selling Dealer must retain this form to document the exemption.

# Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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					
Print or type. c Instructions on page 3.	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnersh Note: Check the appropriate box in the line above for the tax classification of the single-member owner	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting				
Print or type. Specific Instructions	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the ow another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owner.		code (if any)(Applies to accounts maintained outside the U.S.)			
See Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name a	and address (optional)			
0,	6 City, state, and ZIP code					
	7 List account number(s) here (optional)					
Par	t I Taxpayer Identification Number (TIN)					
backu reside	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to aver p withholding. For individuals, this is generally your social security number (SSN). However, for ant alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i> after	ta	urity number			
, ,	ale).	or Employer	identification number			

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

#### Part II Certification

Under penalties of perjury, I certify that:

- 1. 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
- 2. 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
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. 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 for Part II, later.

Sign	Signature of	
Here	U.S. person 🔸	Date ►

### **General Instructions**

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

### 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, later.



# **Registration Application**

Dealership Inform	ation												De	alershi	рА	uctio	onA	CCES	SS I	D:				
Trade or DBA Name:																								
Legal Name (if different):														Date Bı	usin	ess	Sta	rted	:					
Federal ID:																								
	(US-EIN, MX	-RF(	C, CA	-GS	T/BI	N, In	tern	natic	onal-0	Own	ers Pa	sspor	t)											
RIN (Canadian Province o	f Ontario only	'):																						
Check only one	Sole Propriet	ors	hip				Ge	ene	ral P	Parti	nershi	ip			Lir	mite	d Pa	artne	ershi	ip				
Company Type:	Business Cor	por	atior	n			Lir	mite	ed Li	iabi	lity Co	ompa	any		Ur	nlimi	ited	Liab	oility	Cor	pora	tion		
<b>Business Types</b>																								
Check all that apply			New	,	I	Jsed		L	ease	e	Wh	oles	ale	Parts	s	Sa	alva	ge	E	хрог	t	R	enta	
Automobile																								
Motorcycle				ĺ																		Ţ		
Moped																								
RV																								
Mobile Home																								
Trailer (Pull Behind)				]																				
Motorcycle (Off Road)																								
ATV																								
Snowmobile																								
Heavy Equipment															]							[		
Boat																		[						
Personal Watercraft																								
Airplane																								
Unknown																						[		
Contact Informatio	n																							
Lot Address:																								
City:										C	Colony	/(ifa	applic	able):										
St/Prov (if applicable):					_ P	osta	l Co	ode	:				Cou	untry:										
Mailing Address:																								
City:									_	C	Colony	/(ifa	applic	able):										
St/Prov (if applicable):					_ P	osta	l Co	ode	:				_ Coi	untry:										
Bus. Phone Number:									B	Bus.	Fax N	Num	ber:											
Email Address:								_ V	Vebs	ite /	Addre	ss:												

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, and credit information and consumer reports. You acknowledge that AutoTec provides such information to Customers without verifying the same, on an <sup>3</sup>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, (2) warrant 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) acknowledge 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) agree 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     Its:     Title of Authorized Signer (Owner/Officer/Manager)							
By:									
Printed Name of Authorized S	Signer (Owner/Officer/Manager)								
Signature of Authorized Signe	er (Owner/Officer/Manager)	Date of Signature							
Owners									
Owner Name	Owners AA ID	Owner Name	Owners AA ID						
References									
Auction Name		Phone	e Number						
Franchise Informa									
Franciise Informa									
Franchise Name	Franchise Number	Franchise Name	Franchise Number						



# **Dealership Authorization of an Individual**

Dealership Name:	Dealership AuctionACCESS	S 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' 3your or 3you	rs'authorizes AutoTec LLC <sup>3</sup> we'

By signing or clicking approval below, the dealership referenced above ("you'3your'or 3yours' authorizes AutoTec, LLC 3we' 3us'or 3our'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 <sup>3</sup>Customers <sup>'</sup>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 <sup>3</sup>Representative, <sup>'3</sup>Owner, <sup>'</sup>or <sup>3</sup>Officer/Manager <sup>'</sup>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), 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 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)	



# **Individual Authorization Letter**

Agreement

Date:

Individual's AuctionACCESS ID:

### To Whom It May Concern:

You, the individual referenced below 3Individual '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 <sup>3</sup>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 <sup>3</sup>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, (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	Taxpayer	Please select	US:	Mexico:		Other:		
of Birth:	ID Number:	ID type	SSN 🔲 IT	IN 🔲	CURP		N/A	
Printed Legal Name of Individual	I	ndividual Signature						
Photo Identification								
Driver's License	State/Province Issued ID	Passport	Voter Registra	ation Ca	ard (Me	exico (	Only)	
Photo ID Number:		State/Province or Co	ountry:					
Issue Date:		Expiration Date:						
<b>Contact Information</b>								
Home Address:								
City:		Colony (if applicable):						
State/Province (if applicable):		Postal	Code:					
Country:	Email	l:						
Mobile Telephone:		Home Telephone:						



# **Bank Authorization Letter**

To Whom It May Concern:

In order to enable the undersigned company 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:

(1) 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) <sup>3</sup>Customers'

(1) 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.

(1) 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.

AuctionACCESS ID:	
Name:	
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)

### WOLFE'S TERRE HAUTE AUTO AUCTION AUCTION RULES & POLICIES

1/15/18

### ARBITRATION

- 1. All cars purchased must be arbitrated within one hour of time sold.
- 2. Ride and Drive Guarantee (GREEN LIGHT) must have \$500.00 worth of repair to any one of the following items: Engine, Transmission, Rear-end, Four Wheel Drive Components, ABS, Air Conditioning, SRS-Missing or Problem with Airbags, Emissions Control Equipment Missing or Inoperable (Check Engine Light), Odometer, (This Excludes-Cam Phasers, Hybrid Systems, Lifters, Smoking, Brakes, Noisey AC Compressor (including if the belt is off the compressor).
- Limited Guarantee (YELLOW LIGHT) covers Rod Bearings, Main Bearings, Rear End, Transmission (including clutch and torque converter), and Four Wheel Drive (Hubs and transfer case only).
- 4. AS IS (RED LIGHT) units sold cannot be rejected for a defect. You own the unit (except those falling under rules 9). All cars selling for \$ 1500.00 or less are automatically "AS IS."
- 5. The seller is responsible for declaration of miles on all units 9 years old and newer. All units 10 years and older are sold Exempt unless seller provides actual mile documentation. Federal law requires no odometer disclosure on vehicles 10 years or older. The Auction will not arbitrate on vehicles 10 years or older because of mileage (Unless Odometer Tampering is Documented). The auction does not warranty or guarantee odometer readings or odometer statements.
- 6. Current year models with paint and body repair and / or vehicles guaranteed to have no paint work must be announced or is cause for rejection, day of sale only.
- 7. Frame damage is returnable only on current models and 9 years back. No returns after seven days. This rule does not apply to vehicles sold "AS-IS."
- 8. Vehicles sold with alteration of pollution systems can be arbitrated within one hour if not announced. If sold "AS IS" this rule does not apply.
- 9. Police cars, Taxicabs, and Grey-market cars must be announced or is cause for being returned. No returns after 60 days.
- 10. Buyer Beware!! It is not the auctions responsibility to announce whether the vehicle being sold is 2wd or 4wd. It is the Buyers sole responsibility to know what they are bidding on.
- 11. Manufacturer's Warranty- The auction will not become involved with Manufacturer's warranty regardless of year model.
- 12. Dealers are responsible for any cars they are test-driving.

**BUYER RESPONSIBILITIES** –Prior to placing bids, the Buyer is responsible for inspecting the vehicle, listening to and reviewing any verbal or written announcements and disclosures made by the Seller, Auction, Auctioneer or Selling representative. Buyers are also responsible for reviewing all pertinent information available online, including, but not limited to, announcements, disclosures, condition reports, pictures and online listings. All information pertaining to the vehicle will still be announced by the auctioneer but if missed, board will still take precedence. Buyers are also responsible for observing and understanding the sale lights (Green, Yellow, Red and Blue -TA), which identify various sale conditions for the vehicle. Once the vehicle is sold, the Buyer must review the Auction sales receipt or appropriate document to confirm the vehicle price, disclosures and announcements are correct before legibly printing and signing their name or digitally/electronically signing the Auction sales receipt or appropriate document.

**SELLER RESPONSIBILITIES** –Seller will be held responsible for the accuracy and completeness of all representations or descriptions. This includes handouts, catalogues, vehicle markings, condition information or vehicle listings and verbal or written statements made by Seller, Auction, Auctioneer or Selling Representative at the time of sale. This includes the condition report written by or on behalf of the seller as per the "NAAA Generic Condition Report Position Statement". The Seller understands that the sale light/video display is a binding arbitration representation of vehicle condition, and is therefore responsible for ensuring that their vehicles sell under the correct light in the lane.

### WOLFE'S TERRE HAUTE AUTO AUCTION AUCTION RULES & POLICIES

### **POLICIES**

- 13. All dealers buying or selling must be registered through the office and are required to use Buyers Card and have a visible Bidders Badge in the auction lanes.
- 14. Both Buyer and Seller agree to hold the auction harmless and to indemnify it against any loss. Including court cost and attorney fees, resulting from any breach of auction policies. This auction has acted solely as process agent in this transaction and both seller and buyer agree not to hold this auction liable as a party to this contract of sale.
- 15. Titles must be turned in within 32 days of the auction or a \$25 TA Fee will be charged. Dealers must announce title attached vehicles at the time of sale and produce a reassignable title to the office within 32 days of date vehicle is sold, or buyer has the option of returning the vehicle. Buyers do not sell or spend money on TA vehicles until the title is received. The auction will not be responsible for any expenses for return of TA vehicles. On the 32nd day, if the buyer elects not to return the vehicle immediately, whichever arrives at the auction first, either the vehicle or the title will take precedence. No Exceptions.
- There will be Absolutely No Outside Sales. All cars must run across the block and all transactions must clear through the office. Disregard of this rule is grounds for termination of business.
- 17. No vehicle will sell without proper vehicle identification plate.
- 18. Stolen vehicles are settled at 2% per month depreciation on original purchase price.
- 19. Dealers are asked not to remove keys from any car on the consignment lot.
- 20. Vehicles left on lot must be re-registered for the next week's sale or be picked up within 3 days or the auction assumes no responsibility for vehicles left over 3 days. This Auction assumes no responsibility for vehicle damage on property that was not done by an auction employee, for any items or accessories missing from your vehicle while on these premises, or for fire, theft or any other damage to vehicles caused by an act of God.
- 21. The Auction does not guarantee model years or condition of boats, motorcycles, recreational vehicles, dune buggies, kit cars, and other misc. vehicles. All of the aforementioned are sold AS IS. No exceptions.
- 22. On vehicles returned for any reason, the seller is responsible for all related auction fees. On vehicles returned due to misrepresentation by seller, the seller will be responsible for all auction fees and reasonable transportation.
- 23. All Canadian Vehicles that have had an odometer conversion must be announced "Canadian Vehicle" or is cause for return (7 Days from the time of sale only).
- 24. Any brands on titles must be announced or is cause for return. Brands include salvage, rebuilt, manufacturer buyback, or lemon. Previous brands that are clean titles now must also be announced.
- 25. Any vehicle being sold with a Salvage Title, Rebuilt Title or reported by Auto Check with Major Damage History will not be considered to be a rejectable or returnable item for Frame Damage. (Buy it to have possible frame damage).
- 26. This auction provides AutoCheck as a free service to our dealers and any announcements in AutoCheck that are not a brand on a title will only be announced on current year models and six(6) years back. The only announcements made on models older than that are: Unibody/Frame damage, odometer issues, and brands on titles, police use, manufacturer buybacks, Canadian history, and taxi cabs. This auction is not responsible for any discrepancies from data provided to you. It is the responsibility of the buyer to do their own research on cars purchased.
- 27. The sales at this auction are intended to promote fair and ethical treatment to both the Buyer and Seller. If the auction determines that the transaction is not fair and ethical to either party, the Seller and Buyer agree that the auction may cancel the sale, at its sole discretion.

### WOLFE'S TERRE HAUTE AUTO AUCTION AUCTION RULES & POLICIES

#### **PAYMENT**

- All cars must be paid for by the close of business the day after purchase. No Exceptions. A \$50 fee will be assessed if the vehicle is not paid for by this time or the auction is not notified of the dealer using a Floor Plan Company.
- 29. If a dealer is denied availability by a Floor Plan Company, the dealer is still responsible for payment.

#### LIVE LANE

- Buyer has 24 hours to pay for units bought online or additional fees will be incurred (unless preapproved through office). Contact office for payment options (AFC, NextGear, CarBucks, Wire, etc.)
- 31. A \$50 Internet Fee will be assessed to the buyer and seller if the unit is purchased by an online bidder.
- 32. All dealers wanting to bid online must be preregistered through the office prior to being granted access to Wolfe's Live Lane

### **RESERVATIONS**

Once a dealer reserves a spot(s) for an upcoming sale they have until the day before sale at 2:00 p.m. EST to cancel the reservation(s). Any reservation cancelled or not used after the deadline will be assessed a \$20 fee

### WOLFE CHECKS

A dealer can purchase a Wolfe Check on any vehicle before or within 1 hour after the car is sold on the block or when the "IF" bid is accepted. The charge for a Wolfe Check is \$25 and the dealer is responsible for the Wolfe Check charge regardless of the outcome of the Wolfe Check.

A Wolfe Check is not a Guarantee/Warranty on the vehicle. It is a piece of mind check that someone has tested the car to see if it should pass Arbitration according to how the vehicle was represented. There is NO FRAME check in the evaluation.