

For Office Use:

Customer entered into AOS as "Public"

Copy of Drivers License or Valid I.D



## Limited Special Agency Agreement- Contingent Agreement to Purchase

DATE \_\_\_\_\_ DRIVERS LICENSE # \_\_\_\_\_ STATE \_\_\_\_\_

REGISTRANT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME PHONE # \_\_\_\_\_ MOBILE / WORK PHONE # \_\_\_\_\_

### **READ CAREFULLY BEFORE SIGNING!**

The undersigned ("Registrant") and Augusta Auto Auction ("AAA") enter this limited agency agreement establishing Registrant as a limited special agent of AAA for the sole purpose hereafter set forth. Upon registration and compliance with the terms and conditions of registration, Registrant, is hereby authorized by AAA, as an agent of AAA, to place bids on behalf of AAA's retail automobile dealership on vehicles (cars, trucks, vans, SUVs, motor homes and motorcycles) being offered for sale through the AAA's wholesale auto auction. This special agency is limited to this purpose and expires upon the earlier of either the Registrant being the successful bidder on a vehicle (including phone call bids) or the close of business on the date of this agreement. Registrant is not authorized to act on behalf of AAA for any other purpose. Registrant acknowledges that other agents of AAA may be bidding on the same vehicle(s) as Registrant at the wholesale auto auction.

For mutual consideration, the receipt of which is hereby acknowledged, it is further agreed between AAA and Registrant that in the event Registrant, as agent for AAA, is the successful bidder on a vehicle, then after consummation of the purchase of the vehicle by AAA, Registrant agrees to purchase the vehicle from AAA for an amount equal to the successful bid price plus auction buyer's fees as posted.

Registrant understands and agrees that any vehicle Registrant purchases from AAA pursuant to this Agreement will be bought "AS-IS-NO WARRANTY" and "WITH ALL FAULTS". **REGISTRANT WILL PAY ALL COSTS FOR ANY REPAIRS. AAA WILL ASSUME NO RESPONSIBILITY FOR ANY REPAIRS REGARDLESS OF ANY ORAL STATEMENTS ABOUT THE VEHICLE. YOU MUST EXAMINE THE VEHICLES BEFORE PURCHASE!** Registrant agrees to execute a Buyer's Guide to that effect. **The vehicle is being bought without any representations as to the quality and condition of the vehicle. All sales are final.**

**RECOMMENDATION:** One should never spend all of their available money purchasing a vehicle.  
Some funds should be kept in reserve for taxes, registration, repairs, maintenance and insurance

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**REGISTRANT INITIALS**

Registrant agrees to the additional "Terms and Conditions":

1. Registrant must complete and return to AAA a signed copy of this Agreement together with a **\$25.00** registration fee, which allows access to AAA for one (1) year and entitles one (1) guest. **You are responsible for your guest; should they purchase a vehicle you will be held responsible for payment for that vehicle.**
2. Registrant agrees to make payment for any vehicle purchased from AAA in the form of cash, cashier's check, credit card or money order unless other arrangements have been made with AAA. Only the Registrant is authorized to place bids upon vehicles and the Registrant shall not allow anyone else to use the Registrant's credentials. Registrant will be liable for any actions made by someone else using Registrant's credentials.
3. AAA recommends Registrant consider consulting a vehicle history service, such as Carfax or Autocheck, prior to bidding on vehicle as AAA's agent. AAA DOES NOT PROVIDE A CARFAX AND/OR AUTOCHECK.
4. ODOMETER READINGS: All vehicles 10 years old or older are sold "miles exempt". Registrant agrees to place no reliance whatsoever upon the odometer reading on such vehicles. On vehicles that are sold "NOT ACTUAL MILES" or "TMU" or "TRUE MILES UNKNOWN", Registrant agrees to place no reliance whatsoever upon the odometer reading on such vehicles and acknowledges the WARNING: ODOMETER DISCREPANCY".
5. Registrant agrees that Registrant is aware of all announcements made by the auctioneer during the wholesale auto auction. However, should Registrant purchase a vehicle and it is later discovered that the current active title is branded "SALVAGE", "SALVAGE FIRE", "SALVAGE WATER", "SALVAGE FLOOD", "SALVAGE NON REBUILDABLE" or "MANUFACTURER BUYBACK" or similar language and no announcement was made by the auctioneer, then Registrant may return the vehicle to AAA. Registrant will be entitled to a full refund of all monies paid to AAA. Registrant agrees AAA will not be responsible for expenses, including but not limited to transportation, resale or repair loss, on vehicle returned for under this paragraph.
6. Registrant acknowledges that it is Registrant's responsibility to inspect and examine vehicles for possible defects including but not limited to frame damage, unibody damage, excessive rust, flood damage and cracked blocks prior to bidding on vehicle as AAA's agent.
7. Registrant understands that seller's at AAA's wholesale auction have 30 days to deliver the title to AAA. If Registrant purchases a vehicle from AAA and the title is not received by AAA within 30 days, Registrant may return the vehicle to AAA for "no title". Registrant will be entitled to a full refund of all monies paid to AAA. Registrants are cautioned not to spend money on, sell, or offer for sale any vehicles purchased until title is received. Registrant agrees AAA will not be responsible for expenses, including but not limited to transportation, resale or repair loss, on vehicle returned for "no title". Should Registrant choose not to return the vehicle, Registrant agrees to cooperate with AAA in any complaint filed against seller with SCDMV.
8. Registrant understands that vehicles purchased may not be removed until payment has been made in full. Further, Registrant understands that vehicles must be removed within two business days. Failure to do so will subject the vehicle to either being towed at Registrant's expense or to storage charges of \$25.00 per day at AAA's discretion. Registrant agrees that the AAA is not responsible for any theft, liability, or property damage regarding any vehicle purchased.
9. Registrant must pick up and sign for vehicle title in person at AAA. Registrant may have title delivered by overnight mail upon payment of an additional charge as posted.
10. AAA will not be responsible for replacing a lost title regardless of the circumstance after a title has been delivered to Registrant, Registrant's designee or mailed overnight to Registrant's address.
11. Severability and Interpretation. If any provision, in whole or in part, of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this Agreement, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. This Agreement shall be interpreted in favor or against any party because such party or its counsel drafted this Agreement. This Agreement is solely for the benefit of AAA and Registrant and no other person or entity shall have any right, interest or claim under this Agreement. As used in this Agreement, (i) the term "include," or any derivative of such term, shall not mean that the items following such term are the only types of such items; (ii) the term "shall" indicates a mandatory obligation; (iii) the term "may" indicates a permissive election and does not imply any duty to exercise such election; and (iv) the term "discretion" means the sole and absolute discretion of the party granted the discretion, absent an express limitation on such discretion.

**REGISTRANT INITIALS**

12. Amendment and Waiver. No modification, amendment or waiver of any of the terms and conditions of this Agreement shall be binding upon AAA, whether written, oral, or in any other medium, unless made in writing and approved and signed by AAA. All rights and duties within this Agreement are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver by either party of a breach or any provision of this Agreement shall constitute a waiver of any prior or subsequent breach of the same or any other provision of this Agreement; no failure to exercise, and no delay in exercising, any right(s) hereunder on the part of either party shall operate as a waiver of any such right; all of AAA's rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.
13. **LIMITATION OF DAMAGES:** In no event shall AAA be liable to Registrant, or to any other person or entity, under this Agreement, or otherwise, for any punitive, exemplary, special, incidental or consequential damages, including, without limitation, any loss or injury to earnings profits or goodwill. Notwithstanding anything to the contrary contained in this Agreement, in no event shall AAA's liability under this Agreement for all Claims arising under, or related to, this Agreement exceed, in the aggregate (inclusive of any and all Claims made by Subscriber against AAA, whether related or unrelated), the lesser of: (i) the total amount of monies paid to AAA by Registrant giving rise to such claim(s) or (ii) \$5,000.00.
14. **DISCLAIMER.** AAA MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND NO IMPLIED AT LAW WARRANTY SHALL ARISE FROM THIS AGREEMENT, THE SALE OF ANY VEHICLE BY AAA TO REGISTRANT, OR FROM PERFORMANCE BY AAA, INCLUDING, PARTICULAR USE, ALL OF WHICH ARE EXPRESSLY WAIVED BY REGISTRANT.
15. **WAIVER OF JURY TRIAL:** EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT ALL PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERIFICATIONS IN THIS PARAGRAPH.
16. The Registrant is fully responsible and liable and hold Southern Vehicle Auctions, Inc. / DBA Augusta Auto Auction, its Officers, shareholders, employees, vendors, or any customers associated with Southern Vehicle Auctions, Inc. / DBA Augusta Auto Auction, harmless for all actions, activities, and/or injuries caused to others or themselves while attending the auction. This includes drivers, mechanics, guests etc., that are accompanying the authorized representative for the duration of the time that the Registrant is on the property of AAA.
17. AAA reserves the right to change, interpret, apply or waive these rules and regulations at its discretion and according to the circumstances of each transaction. AAA also reserves the right to refuse or revoke a gate pass and deny admission to anyone for cause at AAA's discretion.

**THE ABOVE TERMS AND CONDITIONS HAVE BEEN READ, ARE ACKNOWLEDGED AND AGREED TO:**

**WITNESS**

**REGISTRANT**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

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

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



## *Welcome to Augusta Auto Auction*

**We want to make sure that you purchase the vehicle that you want and that you are happy with your purchase. Since all vehicles are sold AS-IS and ALL SALES ARE FINAL, here are a few tips to help pick out your next vehicle.**

- ✓ *Verify the information on the windshield to the run list. Make sure that the correct year model is listed and that the mileage is accurate. Please keep in mind that miles on vehicles 10 years and older are exempt under federal law.*
- ✓ *Determine if the vehicle has a Manual or Automatic Transmission*
- ✓ *Check the Fluid Levels*
- ✓ *Is the A/C working*
- ✓ *You may start up any vehicle registered for the sale; pull in forward (no more than 5 feet) and back it up back into its parking spot. Please note that moving the vehicles beyond the allotted 5 feet is considered a safety hazard which may result in you losing your auction privileges.*
- ✓ *Leave the vehicle running for a period of time, listen for any type of unusual engine noise, smoking and verify what temperature it reaches on the instrument panel.*

***THANK YOU AND WE HOPE THAT YOU ENJOY YOUR EXPERIENCE!***

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**COMPLETE LIST OF OUR AUCTION ARBITRATION POLICIES ARE LISTED IN THE AUCTION LANES. WE ADVISE EVERYONE THAT YOU BECOME FAMILIAR WITH THESE POLICIES PRIOR TO BIDDING ON A VEHICLE.**

**Augusta Auto Auction is not Liable for ANY STATE TAX OR AD VALOREM TAX.**

**Any and all transactions must be paid for on auction day.**

**WE RESERVE THE RIGHT TO REFUSE SERVICE TO ANYONE**

**BUYERS FEE SCHEDULE**

Sale Amount	Buyers Fee
0 - 499	200
500 - 749	250
750 - 999	300
1000 - 1499	350
1500 - 1999	400
2000 - 2999	450
3000 - 3999	500
4000 - 4999	550
5000 - 5999	600
6000 - 9999	650
10000 - 14999	750
15000 - 19999	1000
20000 - 99999	1500

**VEHICLE SALES TAX WILL BE PAID BY THE BUYER IN THEIR HOMESTATE**