

## TITLE POLICY

1. The Seller guarantees the title of vehicles that are sold through the Auction. This guarantee of the title warrants that title shall be marketable and free and clear of all liens and encumbrances, including any brand (such as 'salvage') noted upon the current or any prior certificate of title unless such encumbrances were announced at the time the vehicle is sold through the Auction. The Auction will not be responsible for any expenses incurred on vehicles returned for late title.
2. All titles submitted by Seller must be in Seller's company name on title or on reassignment form.
3. Clerical Error – If the title problem is due to a clerical or coding error, or incomplete documentation, the Auction shall be given reasonable time after receiving notice to have the error corrected.
4. Procedure – Whenever any claim is made by any person against the title of a vehicle, whether by suit or otherwise, the Buyer, after becoming aware of said claim, shall immediately notify the Auction giving full particulars of the claim, and shall cooperate fully in defending any legal action and in taking other steps to minimize possible loss.
5. The Buyer shall not surrender possession of the vehicle, except as required by legal process, to any claimant, nor shall Buyer voluntarily pay or acknowledge the validity of any claim, without the prior approval of the Auction. Time is of the essence. Any failure on the part of the Buyer to notify the Auction of any claim in a timely manner or failure of the Buyer to cooperate in defending any such claim shall relieve the Auction of any liability under this policy.
6. Seller and Buyer agree that Auction is neither responsible for odometer mileage on the consigned vehicle nor the information contained in the odometer mileage statement and the damage disclosure statement which Seller as Transferor is required to complete and sign, and Buyer as Transferee is required to acknowledge.
7. In regard to defect in title, and any matter relating to odometer mileage, odometer statements, or damage disclosure statements: Seller and Buyer agree to indemnify and hold harmless the Auction from any liability, loss cost, damage or expense, including attorney fees which may arise either directly or indirectly from the sale and purchase of the consigned vehicle including but not limited to title services provided.
8. Any sale without proper documents and not sold under the proper light is subject to rejection.
9. Title must be reassigned directly to Buyer. **No** title assigned directly to the Auction will be accepted.
10. Non-titled vehicles – Auction accepts no responsibility for non-titled vehicles sold without title. Seller must announce the vehicle being sold with a bill of sale only and that there is no title to transfer.
11. All non-titled vehicles and equipment will be sold "AS-IS".
12. SELLER will NOT be paid for vehicles until a transferable title is received.
13. SELLER will NOT be paid for vehicles in arbitration unless or until arbitration is settled, and vehicles are sold.
14. Foreign titles, such as Canadian titles, are unacceptable.
15. Seller's Title Guarantee: The Seller warrants, represents and guarantees that he has and will convey a certificate of title, properly executed, valid in the state where the transaction is occurring and clear of all liens and encumbrances (*except current year DMV fees in California*), and that he will warrant and defend the title against the claims and demands of all persons whatsoever.
16. Applications for duplicate title will not be accepted (*unless announced as such or if state allows*).

17. Seller has up to a maximum of 30 calendar days for title to be received by Auction [*sale day is day one (1)*].
18. After the 30<sup>th</sup> calendar day period, it is the Buyer's option to return the vehicle at or to wait a reasonable period of time for the title. If the title is accepted by the Auction before the Buyer returns the vehicle, the Buyer will no longer have the option of returning the vehicle no matter how long it has been, even if the title has been sent to the County Clerk Office for processing and is not at the Auction currently. In this case Buyer will receive the title after the Auction has the title back from the Clerk Office. In the event the vehicle is returned before the title is accepted at the Auction, the Seller will take the vehicle back and pay all fees including buy and sale fees.
19. Anyone not having a properly assigned title or reassignment to transfer a title at time of sale must sell "Title Attached/Title Unavailable/Title Absent".
20. Vehicles lacking lien release must be sold "Title Attached/Title Unavailable/Title Absent".
21. Any vehicle that is on an MSO must be announced.
22. The Buyer is cautioned not to sell or make repairs on the vehicle until title is received. If title has been mailed from Auction to Buyer, Buyer may not return vehicle. Buyer is required to notify Auction one (1) business day before returning vehicles for no title. If Buyer returns vehicle to Auction without one (1) business day notification, vehicle will be eligible for return the next business day.
23. Just because a vehicle is returned to the Auction due to no title does not mean the Buyer is out of the deal. The vehicle must be received and inspected by Auction management before the Buyer is out of the deal. Any vehicle returned must be in the same or better condition as when sold or will still be property of the Buyer regardless of title issues. Also, any vehicle left on the Auction premises will not be considered "returned" without the buyer giving one (1) business day notice of their intent to cancel the transaction
24. Any and all "Title Brands" which may affect a vehicle's value must be announced. Some "Title Brands" include, but are not limited to: Lemon Law, Rental/For Hire, Reconstructed, Stolen Vehicle and Insurance transfers.
25. There may be a charge of \$.10 per mile for excessive mileage on a returned vehicle (*at the discretion of the Auction*).
26. Titles received after 30 calendar days will be subject to a late title fee of \$25.00 per week (1 day equals a full week, every 7 calendar days is also a new week). All expenses to obtain the title will be charged to the Seller.
27. Auction will not be responsible for titles mailed from Auction and not received. Buyer has the choice of alternative delivery method and will pay Auction cost.