

DEALER REGISTRATION AGREEMENT

This Dealer Registration Agreement, dated as of _____ / _____ / _____, is made and entered into by and between _____ (“Dealer”), and **Dealers Auto Auction of Alaska, Inc.** (“Auction”).

In consideration of the following recitals, representations, guarantees, covenants, and agreements contained herein, Dealer and Auction agree as follows:

1. Dealer represents that it is a licensed vehicle dealer engaged in the business of buying and selling vehicles. Dealer has provided to Auction a completed Dealer Information Sheet as required by Auction and Dealer represents that all information provided thereon is true and correct.
2. Dealer recognizes and acknowledges that Auction is not to be deemed to be the seller of any vehicle for any purpose nor is it the transferor required to give the Federal Odometer Mileage Statement in connection with any sale at this auction within the contemplation of the Motor Vehicle Information and Cost Savings Act of 1972 (pub.L.92-513), as amended, or similar laws. The Seller named on the Bill of Sale is the transferor within the contemplation of such laws.
3. All sales at the Auction are conducted under published Auction Rules/Policies. Dealer acknowledges receipt of a copy of the Auction Rules/Policies and Dealer agrees to be bound by such Auction Rules/Policies, as amended from time to time.
4. The persons indicated on the reverse side as “Authorized Agents” are duly authorized by Dealer to buy and sell automobiles, to execute checks or drafts, and to execute bills of sale, Odometer Mileage Statements, assignments of title, and warranties of title on behalf of Dealer. The authority of such persons to act on behalf of Dealer shall continue in full force and effect until terminated by Dealer in writing to the Auction. Dealer does hereby guarantee all transactions made by such persons, and does indemnify and hold harmless the Auction from all loss or expense caused it as a result of any such transaction including but not limited to losses from dishonored checks or drafts, defective titles, and false or inaccurate Odometer Mileage Statements as well as any expense incurred in attempting to collect such losses, including attorney’s fees.
5. Dealer authorizes the Auction to act as Dealer’s attorney-in-fact to purchase, sell and transport vehicles, and on Dealer’s behalf to execute any documents necessary to transfer ownership thereof and any disclosures statements relating thereto. Except for negligence on the part of the Auction, dealer agrees to indemnify the Auction, hold the Auction harmless, and defend the Auction against all claims, loss damage, expense and attorney fees that the Auction may sustain by reason of so acting for Dealer.
6. Dealer assumes all risks of loss, liability, and damage incident to or arising out of any vehicle left on the Auction’s premises and Dealer shall provide insurance for such loss, liability, and damage. The Auction disclaims all liability, in tort, contract, or otherwise, for such loss, liability, and damage.
7. Participant’s Release and Waiver of Liability / Assumption of Risk and Indemnity Agreement: Dealer, its representatives, agents and/or guests acknowledge that there are assumed risks when attending an auto auction that may cause serious injury, and in some cases death, because of the unpredictable nature of motorized vehicles and the inherent dangers of auction personnel and dealers driving vehicles, consigned or owned by the auction, in a densely-populated pedestrian area. Knowing, or having reason to know, these facts, Dealer, its representatives, agents and/or guests voluntarily assume the risk of danger of injury or death inherent in attendance at the auction.
8. All vehicles are sold “As-Is” and with all faults, unless otherwise announced.
9. The seller may be required to buy back any vehicle that the auction management deems warranted. The decision of auction management shall be final in all disputes.
10. Dealer agrees that the following Auction policies have been made available to the Dealer either via paper copy or for review on the Auction’s website: General Auction Rules, NAAA Arbitration Policy, and DAA Arbitration Policy Addendum. Dealer agrees to be bound by these policies. Auction reserves the right to make changes, additions, or deletions to these policies at any time.
11. With respect to each and every vehicle delivered by Dealer to the Auction for sale, Dealer represents to the Auction and to the buyer of that vehicle that:
 - a) Vehicles not originally manufactured for sale in the United States will not be sold, unless declared and approved by auction management;
 - b) Dealer will fully and accurately disclose the description, known defects and mileage of the vehicle and be solely responsible for such representations;
 - c) Dealer is the true and lawful owner of the vehicle;
 - d) Dealer has good and right power to sell the vehicle;
 - e) Dealer guarantees, without exception, that title to the vehicle is free and clear of all encumbrances and other defects, and Dealer will hold the buyer and the Auction harmless for any loss, liability, or expense resulting from any defect in such title;
 - f) Within the time allowed by the Auction Rules, Dealer will deliver to the Auction, as agent, good title to the vehicle, free and clear of all liens or encumbrances, with related disclosure statements;
 - g) Dealer agrees to pay to the Auction such fee as the Auction Rule/Policies provide for any vehicle which goes through the Auction but is not sold;
 - h) Dealer will hold harmless and indemnify the Auction and the buyer of the vehicle against any loss resulting from the breach of the Dealer’s warranty of title to the vehicle or of any warranty or representation contained herein.
12. With respect to each and every vehicle purchased by Dealer, Dealer agrees that:
 - a) The auction does not inspect vehicles delivered to it for sale; rather, the seller is responsible for all representations of description, condition, and mileage and for disclosure statements relating to the vehicle;
 - b) Dealer will pay the Auction the purchase price of the vehicle by draft, check or cash (as requested by the Auction) immediately upon tender of good title thereto. Upon failure to so pay, Auction may without further notice to Dealer dispose of such vehicle through a subsequent auction sale, and Dealer shall be liable to the Auction for all costs of collection, loss on resale of the vehicle, and any other damage the Auction may sustain, including reasonable attorney fees incurred in collecting payments due and interest;
 - c) The title and ownership of the vehicle shall remain in the seller of the vehicle until any check or draft given as payment for the vehicle has been honored and paid in full.
13. Dealer agrees to honor payment of any check or draft immediately when properly presented to Dealer’s bank for payment. Dealer will not, under any circumstances, stop payment of its check or draft without the advance written approval of an authorized representative of the Auction; then if approved, Dealer will return the vehicle at Dealer’s expense to the Auction’s place of business. Dealer further agrees to hold the Auction harmless for and indemnify the Auction against any loss as a result of a check or draft of Dealer being dishonored by the bank upon which it is drawn.
14. Dealer hereby authorizes the Auction to investigate Dealer’s (including it’s Principals) credit history including but not limited to the banks and other financial institutions with whom Dealer does business and agrees to execute any documents required by any such bank or financial institution to release financial information to the Auction.
15. The Auction, subject to the below terms, conditions, and limitations, guarantees to the buyer that each vehicle bought at the Auction is not stolen or mortgaged at the time of such purchase by buyer.
 - a) The guaranty covers only invalidities in title existing at the time of the sale and does not cover more technical defects which can be removed by execution and delivery to the buyer, or prior owners, of legally required papers without the necessity of any monetary payment.
 - b) The amount of the Auction’s liability under its guaranty shall never exceed the sale price of the vehicle, and the maximum amount of the Auction’s liability shall be reduced by deduction from the sale price 2% thereof on the first day of each month following the date of sale, and all liability of the Auction will expire and terminate on the first day of the forty-eighth month after the date of sale.
 - c) The guaranty is expressly limited to the Dealer who purchased the vehicle at the Auction, and the guaranty is not negotiable or transferable.
 - d) The guaranty shall be void ab initio if the purchase price for the vehicle is not paid by the buyer.

- e) The guaranty does not protect against defects in the title known to the buyer whether or not listed as exceptions to the title on the Auction's invoice.
 - f) Whenever any claim is made by any person against the title of the vehicle, whether by suit or otherwise, the buyer shall within five days after becoming aware of the claim notify the Auction, giving full particulars of the claim, and shall cooperate fully in defending any legal action or taking any other steps to minimize possible loss.
 - g) On payment of any claim under the guaranty, the buyer will execute all necessary papers subrogating its right to recover against the seller, or others, to the Auction.
 - h) The buyer shall not surrender possession of the vehicle to any claimant, except as required by legal process, nor shall buyer voluntarily pay or acknowledge the validity of any such claim without the prior approval of the Auction.
 - i) Time is of the essence in this section of this Agreement and any failure on the part of the buyer to notify the Auction of any such claim shall relieve the Auction of liability under the guaranty.
 - j) The guaranty does not include motorcycle, boat, camper, or trailer titles.
 - k) The guaranty does not apply to vehicles sold by bill of sale without title.
16. This Agreement may be terminated by the Auction at any time with or without cause. The parties' obligations under this Agreement with respect to transactions completed prior to termination shall survive termination.
17. This Agreement may be amended only by an instrument in writing signed by both parties.
18. This Agreement hereto constitutes the entire understanding of the parties and represents the entire and integrated agreements between them and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof.
19. If any provisions hereof or the application of any provisions to any persons or circumstances are held invalid or unenforceable by a court of competent jurisdiction, said provision shall be deemed deleted and the remainder of the Agreement shall remain in full force and effect.
20. Any controversy or claim arising out of this Agreement or relation in any way to any transaction at Auction or otherwise in which Dealer engaged pursuant to this Agreement shall be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) (which may include the costs of arbitration and reasonable attorney's fees to the prevailing party) may be entered in any Court having jurisdiction thereof.

DEALER:

AUCTION:

Name: _____
(Print)

Name: _____
(Print)

Signature: _____

Signature: _____

Title: _____

Title: _____

PERSONAL GUARANTY

In consideration of Auction allowing Dealer to buy and sell motor vehicles through Auction, the undersigned, whether one or more, personally covenants, guarantees and warrants that the title of each vehicle sold by Dealer through Auction will be good and will be free and clear of all liens, and; encumbrances, whatsoever. The undersigned unconditionally agrees to reimburse Auction for any loss, damage, expense, or costs, including attorney's fees, incurred by Auction as a result of breach of the foregoing warranty of title as to any such motor vehicle.

The undersigned further guarantees full payment of debts of Dealer to Auction, including any checks or drafts issued by Dealer or any of Dealer's representatives, together with any loss or expense incurred by Auction in collecting or attempting to collect such debt, including attorney's fees.

The undersigned further guarantees the Odometer Mileage Statements given by or on behalf of the Dealer in all sales of motor vehicles by it through the Auction, and agrees to reimburse, indemnify and hold harmless the Auction from all losses and expense caused it by any such Odometer Mileage Statement which proves to be false or inaccurate including without limitation (1) any amount paid in settlement of a legal claim in connection with any such claim, (2) any amounts paid in damages for any such claim, including any punitive damages, and (3) any expense or costs incurred by Auction in collection or attempting to collect such losses, including attorney's fees.

The undersigned acknowledges that Auction shall have the right to refuse to transact business with the Dealer, to modify or release any and all collateral security, to extend or change time of payment and to settle or compromise with Dealer without notice to the undersigned and without discharging or affecting the liability of the undersigned hereunder. This guaranty is to be a continuing guaranty and the undersigned hereby waives notice of acceptance of this guaranty and presentment, demand, protest, and any notice of nonpayment or dishonor. The undersigned shall be liable as principal debtor and not merely as surety and the bankruptcy or any assignment in favor of Creditors of Dealer shall not affect the enforceability of this agreement.

This Guaranty shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall insure the benefit of Auction, its successors, assigns and subrogees.

Where there is more than one signatory to this agreement each signatory shall be jointly and severally liable under this agreement.

Printed Name of Guarantor: _____

Signature of Guarantor: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20_____.

NOTARY PUBLIC _____
IN AND FOR THE STATE OF ALASKA

(SEAL)

My Commission Expires _____ / _____ / _____