



PO Box 351, Waverly, New York 14892

Auction Access #: _____

Guarantee

In consideration of Auction allowing Dealer to buy and sell vehicles through Auction, the undersigned, whether one or more, personally, covenant, guarantee and warrant that the title to each vehicle sold by Dealer through Auction 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 any debts of Dealer to Auction, including any checks or drafts issued by Dealer or any Dealer's representatives, together with any loss or expense incurred by Auction in collecting or - attempting to collect such debt, including attorney fees.

The undersigned acknowledges that Auction shall have the right to refuse to transact business with Dealer, to verify credit history through credit reporting agencies, 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 guarantee is to be a continuing guarantee and the undersigned hereby waives notice of acceptance of this guarantee and presentment, demand, protest and any notice of non-payment or dishonor. The undersigned shall be liable as principal debtor and to merely as surety, and the bankruptcy or any assignment in favor of Creditors of Dealer shall not affect the enforceability of this agreement.

This instrument shall bind the respective heirs, executors, administrators, and assigns of the undersigned and shall endure to 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.

Owner's Signature: _____

Dealership Name: _____

Owner's Signature: _____

Address of Dealer: _____

State Line Auto Auction Employee Witness _____

Sign & Date

OR

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____ MONTH, _____ YEAR

Notary Public

County

State

My Commission Expires _____

Return to Fax: 607-565-3915

State Line Auto Auction

Auction/Dealer Agreement for Electronically Generated Signatures

This Agreement, effective as of (Date) _____ is by and between State Line Auto Auction, having a principle place of business at 830 Talmadge Hill South, Waverly, New York 14892 set forth the terms and conditions upon which (Dealer's name) _____ located at, (Street) _____ (City) _____, (State) _____ Zip) _____ ("Purchaser") agrees to the terms and conditions set forth below:

1. *Purchaser hereby authorizes the auction to complete the Bill of Sale/Block Ticket on behalf of the Purchaser by inserting the Purchaser's authorized representative's name in the appropriate areas for those vehicles purchased on behalf of the dealership by an authorized representative. This agreement shall be of the same force and effect as though the purchaser personally signed the Bill of Sale/Block Ticket.*
2. *Only individuals authorized by the Purchaser (in writing and on file with GM/ALLY AUTO REMARKETING Sponsored Auctions) will be allowed to purchase vehicles on behalf of Purchaser in the Live Auction or via the internet.*
3. *The Purchaser and its authorized representatives will abide by all policies and procedures set forth by GM/ALLY AUTO REMARKETING for its Sponsored Auction Sales. These policies include, but not limited to, requirements regarding Customer Dissatisfaction Buybacks, and completing Open Recall Campaigns.*
4. *The Purchaser acknowledges and accepts the terms and conditions of vehicles purchased via the internet as though they were purchased at a live GM/ALLY AUTO REMARKETING Sponsored Auction.*
5. *State Line Auto Auction reserves the right to void a transaction should GM determine the purchasing dealer violated this agreement.*
6. *This agreement will remain in effect until canceled in writing by the Purchaser.*

IN WITNESS WHERE OF, the parties have executed this agreement effective as of the effective date.

State Line Auto Auction

By: _____

Print Name: Jeffrey Barber

Title: President

Date: _____

Dealership _____

by: _____

Print Name: _____

Title: _____

Date: _____