



NORTH BAY AUTO AUCTION
250 Dittmer Road – Fairfield, CA 94534
Phone: 1-800-845-3771
WWW.NBAUTO.COM

Dear Dealer:

Enclosed in the packet you will find a Dealer Agreement, our Auction Rules and Policies, a Release and Waiver of Liability and Indemnity Agreement, and California Resale Certificate. Each document needs to be completed and signed, and brought with you, faxed, or e-mailed back to our Dealer Registration Department. Please read carefully and fill out each document completely and remember to sign each form. North Bay Auto Auction also requires that all new dealers be registered with Auction Access as well. If you need their registration packet feel free to ask for one. Also, please bring current copies of the following items.

CURRENT COPIES REQUIRED

- **Dealer License**
- **Seller Permit**
- **Dealer bond**
- **Voided Check**

For additional questions, please call (707)864-1040, fax (707)864-1050, or e-mail me at amandab@nbauto.com.

Thank you,
Amanda Benefield
Dealer Registration
North Bay Auto Auction

AUCTION RULES AND POLICIES

APPLICABILITY

All customers who register with the auction agree to follow the rules and arbitration policies posted on the Auction premises. Use of the buyer's card or consignment by a seller constitutes acknowledgements and agreement that all transactions are subject to the terms and conditions, guarantees, warranties, and regulations as posted upon the auction's sales invoices, registration forms, drafts, rules, policies and fee schedules.

REGISTRATION

Only licensed motor vehicle dealers or their authorized representatives first approved by the Auction may do business at the Auction and must furnish photocopies of current:

1. Motor Vehicle Dealer's License
2. Resale Permit
3. DMV Vehicle Dealer Bond and/or Verification of Removal
4. Salesperson's license in states where acceptable or valid driver's license
5. Written credit Reference from Buyer's Bank
6. Business and credit references acceptable to the Auction. (Auction Reserves the right to access credit reporting agencies to obtain and verify credit history.)

This is a dealer only Auction. Any dealer who brings retail buyer to the Auction will lose his Auction privileges.

Upon transfer and delivery of title acceptable to Auction, the Auction will pay seller for each vehicle sold by Auction check, less amounts owed be the seller. Auction reserves the right to interpret all rules relating to representatives and warranties affecting vehicles and to terms and conditions of doing business at the Auction.

If the dealer of record wishes to authorize an individual to act as his agent the dealer of record must do so in writing. When the dealer extends this authorization, he shall be responsible until such time as he informs the Auction in writing of cancellation of this authorization. The dealers of record shall be responsible for retrieving the identification card or informing the Auction if he is unable to do so. Upon acceptance of an identification card issued by the auction, the person, corporation, or firm whose name is embossed on said card, by retaining or using the card, agrees to pay for all purchases. This obligation shall end only after the payment of all purchases and the surrender of this card to the Auction, or upon the Auction's receipt of the notice in writing that the card has been lost, stolen, or destroyed. Use of this card grants Auction a purchase money security interest in all vehicles sold by Auction, as set forth in these rules. The auction reserves the right to cancel or modify the identification card at any time and demand the surrender of the same. Admittance is allowed to only those persons holding individually issued Auction ID cards. (Cards must be displayed.)

AUCTION REPRESENTATIVES

The Auction has not verified and makes no representation or Guarantee as to the description; equipment, warranties, or odometer reading on any vehicle sold or offered for sale. Buyer assumes the responsibility to verify all of seller's representations, warranties, and descriptions and to notify Auction in case of any discrepancy, no later than the closing time or the day of the sale. Any information placed on the windshield of a vehicle such as mileage, year, make, model, etc., is for the convenience and reference purposes only and is not a representation, warranty, or condition of sale.

It shall be the responsibility of all customers to review the Auction's rules and arbitration policies and any revisions therefore before doing any business at the Auction. These rules and policies, as well as any and all revision, will be posted on the Auction premises. Free copies of the Auction's rules are available upon request. Customers who do not comply with Auction rules may be barred from doing business at the Auction.

INSURANCES & WARRANTIES

Auction does not provide insurance coverage on vehicles, except public liability insurance for its own negligence. Dealer assumes all risks of loss and liability for vehicles removed from Auction premises. Auction assumes no responsibility for fire, theft, or other damage unless caused by its own negligence. Auction is not responsible for the transfer, delivery, or validity of factory warranties or other warranties of third party. The Auction assumes no responsibility for a vehicle until the vehicle is completed for sale of the vehicle.

USE OF THE PREMISES

Purchased vehicles left without permission over two weeks are subject to being removed from the premises at the buyer's expense. All vehicles left in the customer parking lot will be towed at the owner's expense if left over one week, sale date to sale date.

No mechanical work is allowed on the Auction property without prior consent of the Auction

No one is allowed on Auction premises on sale day without buyer's or seller's copies of an Auction invoice and then only for the purpose of immediate delivery or removal of automobiles.

All vehicles are subject to inspection by law enforcement agencies. No children under 16 years of age are allowed on premises.

Lot speed 5 MPH – NO SPEEDING-BE ALERT-WATCH TRAFFIC. Plainclothes police are on duty during Auction sale days to protect the Auction, its sellers, and its buyers.

CONSIGNER RESPONSIBILITIES

- Vehicles and that he has not concealed any defective item considered material by the Auction.
- Consignors are responsible for purchasing all misrepresented vehicles and must pay all documented expenses incurred by the buyer; subject to the sole discretion of the Auction. If a vehicle is rejected for any reason, the consignor is subject to a \$55.00 reject fee.
- Vehicles maybe "withdrawn" from the sale no later than 1pm the day prior to the sale without incurring an "ENTRY" fee. Vehicles withdrawn on sale day will be listed as pulled and will be charged an "ENTRY" fee to cover registration and handling expense.
- Consignor warrants he/she has the right to sell and transfer the vehicle with good title, free and clear of all liens, encumbrances, and California DMV penalties, which he will defend against all claims and demands.
- Consignor warrants the vehicles comply with all applicable odometer and pollution laws unless otherwise declared.
- Consignor warrants vehicle is in safe condition to operate on public highways. Auction reserves the right to refuse the consignment of any vehicle.
- Consignor warrants that any repaired damage to the vehicle has been properly repaired. Auction reserves the right to refuse the consignment of any vehicle.
- Consignor must either state a price for the vehicle or represent the vehicle as it crosses the block. If the consignor has not priced the vehicle and is not present when the vehicle crosses the block, he will be charged a \$10 entry fee.
- A consignor, may, at check in, guarantee any vehicle whose price is \$2,500 or more. These must meet all Auction guarantee policies and are subject to all Auction arbitration rules.
- All frame damage vehicles must be announced.

- Consignor will indemnify, defend and hold harmless the Auction, its agents, and employees, from and against any claims, losses, damages, liabilities, causes of action, costs and expenses including without limitation attorney's fees and expenses arising out of or resulting from the consignment, transport, reconditioning, repair, storage, sale, or transfer of ownership of consignor's vehicle or from the execution by the Auction, at consignor's request and on behalf of consignor, of any certificate of title, registration, odometer disclosure statement, bill of sale or other documents necessary to transfer ownership of consignor's vehicle unless such claim, loss, damage, liability, cause of action, cost, or expense resulting from gross negligence or willful misconduct of the auction.

UNACCEPTABLE VEHICLES

1. Public VIN number has been removed or altered.
2. Grey market vehicles.
3. Vehicles deemed unsafe (at sole discretion of the Auction).
4. Buses or any type of multi-passenger vehicle, which carries greater than 18 passengers.

BUYERS RESPONSIBILITIES

Buyer's representation – Buyer represents that for any vehicle purchased at the Auction he or she:

1. Will pay the bid price plus the buyer's fee and draft fees where applicable. Payments must be made on the date of the sale. Buyer expressly represents that if payment is made by means of check or draft that there is then on deposit with buyer's bank sufficient funds with which to cover the face amount of the check or draft and that such funds will remain on deposit until the check or draft is presented to the buyer's bank. Buyer agrees to pay a 2% service charge (of face value) or a minimum \$150.00 fee whichever is greater in the event any check or draft is returned to the Auction.
2. Will inspect the vehicle to verify the seller's representations including, but not limited to the mileage disclosure information and notify the Auction of any discrepancies as set forth in these rules.
3. Shall acquire no right or authority to sell or offer for sale any vehicle purchased until the Auction has been paid for said vehicle and the title is in fact delivered to the buyer. Buyer shall inspect the title documents to further verify seller's representations. Buyer grants a security interest to the Auction for all vehicles purchased as well as any accessories, additions, or accessories affixed thereto, until the Auction is paid in full. In the event a party is authorized to pay for vehicles after a sale date, Auction's security interest shall continue in such vehicle until Auction is fully paid. In the event that the buyer does or an attempt to transfer any right, title, or interest in all chattel paper or other proceeds from said sale, agrees further to segregate such proceeds and hold such proceeds in trust for the Auction. The auction shall have the right to peaceably take possession of any vehicle chattel paper or proceeds relating to such vehicle for which the buyer has failed to pay.
4. Buyer has appointed the Auction as his agent for the purpose of doing all acts necessary to effectuate the transfer of seller's interest in the vehicle. Buyer will indemnify, defend, and hold harmless the Auction, its agents, and employees from and against any claims, losses, damages, liabilities, causes of action, costs and expenses (including without limitation attorney's fees and expenses) arising out of or resulting from the purchase, or transfer of ownership of any vehicle or from any action taken by the Auction on the buyer's behalf in order to transfer the seller's interest in a vehicle to the buyer, unless such claim, loss, damage, liability, cause of action, cost or expense resulted from the gross negligence or willful misconduct of the Auction.
5. After the expiration of any time limitations expressed herein, the buyer will make either claim against the Auction or institute any litigation against the Auction but rather make such suits as against the seller only.

OFFERS

Consigned vehicles must first cross the block before offers will be approved by the Auction. Vehicles sold off-the-block are sold strictly "AS IS" and are not reject-able for any reason other than incorrect mileage or frame damage.

OUTSIDE SALES

The appropriate sale fees and buyer's fees are payable to the Auction on any transaction when contact is made on the Auction premises whether or not the vehicle is sold on the Auction block.

"AS IS" VEHICLES

Unless specifically guaranteed by the seller or consignor, all vehicles sold at the Auction, including but not limited to the following categories of vehicles, are sold "AS IS":

1. Frame damage vehicles;
2. All vehicles six model years old or older;
3. All vehicles with more than 100,000 miles;
4. All vehicles offered "true miles unknown", or with broken odometer;
5. All vehicles selling less than \$2500.00 regardless of year;
6. Push or tow through cars, including frame damage and odometer;
7. Motor homes, campers, travel trailers, buses;
8. Special construction vehicles;
9. Motorcycles;
10. Boats;
11. Police cars, taxis;
12. Flood damaged cars;
13. Vehicles with major body reconstruction; and
14. Motor homes, vans, and camper's accessories or appliances on motor homes. All units must comply with the Department of Housing standards and must have valid assigned DOI sticker on the vehicles.

SALVAGE VEHICLES

Salvage vehicles must be specifically declared in one or two categories: Either 1. "Rebuilt" or 2. "Recovered Theft" and are sold "AS IS". Frames are not guaranteed. Frame damage on all vehicles must be announced.

GUARANTEES AND WARRANTIES

A vehicle sold with a warranty or guarantee from the consignor may not fall into the "AS IS" category. Consignors will be solely responsible for any guarantees or warranties that he or she offers. It is the Buyer's sole responsibility to verify the terms of any such guarantee or warranty.

INSPECTION

Buyers are encouraged to inspect vehicles prior to sale well in advance of the vehicle crossing the Auction block. Auctioneer Buyers are responsible to understand the price that the auctioneer is offering. Any misunderstanding concerning price must be addressed before the sale of the vehicle. Expenses – vehicles returned to the consignor for any reasons are subject to all documented expenses incurred by the buyer, subject to the sole discretion of the Auction. All rejected vehicles subject to the commissions and fees. The Auction will not reimburse any expenses on a vehicle that is returned for an odometer, which is not working.

TITLES

Any original title from the 50 states will be accepted when accompanied by the documents required for registration in the state of California. The following titling documents are not acceptable:

- Duplicate title applications
- Junk Bill of Sale
- Lien documents, government actions (such as marshals not accompanied by title)
- Foreign title documents
- Salvage certificates, Bill of Sales
- Paperless title certifications and transfers
- Print out (CVR): Print outs must be current (obtained within last 30 days) and must accompany any title with current registration, or any out of state title.
- Sellers have 45 days to produce and turn in the title for a sold vehicle to North Bay Auto Auction. If no title is turned in to North Bay Auto Auction within 45 days for a sold vehicle, the buyer then has the right to submit a 72-hour Title Notice to North Bay Auto Auction and return said vehicle.

INTERNET BIDDING RULES

1. To bid on line you must be a registered dealer in good standing at North Bay Auto Auction, registered with Auction Access, and pre-approved by the auction.
2. All on line purchases must be paid within 24 hours of purchase with secured funds/wire, flooring or pre-arranged payment plan.
3. All vehicles with the exception of "AS IS" vehicles and/or vehicles under \$2500.00 will be automatically placed into post sale inspection. Current inspection fees will be applied.
4. A \$65 internet fee will be added to all on line purchases.
5. Transportation of purchased vehicles is the responsibility of the buyer.
6. All dealers are responsible for maintaining the confidentiality and security of their Password and Login. All dealers will ensure that they exit from their account at the end of each session. You agree your Login will only be used by or disclosed to authorized employees/agents qualified to do business on your behalf as an automobile dealer/wholesaler. All dealers are responsible for any and all transactions made by their respective dealerships and representatives.
7. All dealers are responsible for reading and understanding North Bay Auto Auction's Arbitration Policies.

THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, (hereafter the "AGREEMENT") is entered in this _____ day of _____ 20____, by and between NORTH BAY AUTO AUCTION, hereinafter referred to as "NORTH BAY"; and _____, hereafter to us "DEALER", in the City of Fairfield, County of Solano, State of California.

WHEREAS, NORTH BAY, now owns and operates a duly licensed auto auction more commonly known as "North Bay Auto Auction" with its principle place of business at 250 Dittmer Rd, Fairfield, California, and;

WHEREAS, DEALER shall mean the undersigned, its officers, agents, or employees' and;

WHEREAS, DEALER wishes as part of its pre-auction inspection to test drive certain vehicles at NORTH BAY prior to bidding on them at the auction.

NOW THEREFORE, in consideration of DEALER being permitted by NORTH BAY to test drive vehicles up for auction prior to bidding on the vehicles at auction, DEALER agrees as follows:

TEST DRIVE – DEALER shall not test drive vehicles without permission, and only in areas specified by NORTH BAY.

Only current registered DEALER REPRESENTATIVES are allowed to test drive vehicles. It is the DEALER'S responsibility to inform North Bay Auto Auction of any changes to the list of authorized representatives in order to maintain an up-to-date list of representatives.

The DEALER is responsible for all actions of their listed representatives.

All test drives must be pre-approved to the General Manager.

NORTH BAY will place an identifying mark on the auction block ticket to test drive vehicles. No person will be allowed to test drive any vehicle without the identifying mark on their block ticket. If any of the above listed persons, ceases to be employed by DEALER, it is DEALER'S sole responsibility to turn in the identification card of said person no longer is authorized under this agreement for any name that appears on this list.

In the event after this AGREEMENT is signed, DEALER needs to authorize additional names to test drive vehicles, DEALER will need to fill out, sign, and date an Addendum to this AGREEMENT.

1. RELEASE DEALER hereby Releases, Waives, Discharges and Covenants Not to Sue, NORTH BAY, its officers, agents, or employees, and the consignor of the test driven vehicle, from all liability for any loss or damage and any claim or demands therefore on account of injury to the person or property or resulting in death of the DEALER, while the DEALER, is in, upon, about or outside the premises of NORTH BAY test driving vehicles.
2. INDEMNITY DEALER hereby agrees to identify and save and hold harmless NORTH BAY, its officers, agents, or employees, and the consignor of the test driven vehicle, and each of them from any loss, liability, damage or cost they may incur due to the DEALER'S test driving of vehicles in, upon, about or outside the premises of NORTH BAY.

3. ASSUMPTION OF RISK DEALER hereby assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of others or otherwise while test driving vehicles in, upon, about or outside the premises of NORTH BAY.
4. SECURITY INTEREST DEALER hereby grants NORTH BAY security interest in and right to set off against any sums or vehicles held by NORTH BAY for DEALER'S account, the secure payment for any damages caused by DEALER's test-driving.
5. MISCELLANEOUS DEALER further expressly agrees that the foregoing AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion therefore is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.
6. LEGAL DISPUTES
 - 6.1 Arbitration/Mediation In the event of a dispute, a party may demand binding arbitration or mediation, as applicable, and thereafter the parties shall refer the dispute to a mutually acceptable service. If the parties are unable to agree on an arbitration or mediation service within 30 days after a demand is presented, then the Sacramento office of the Judicial Arbitration and Mediation Service (JAMS), or the nearest such office if there is no longer a Sacramento office, shall be deemed the arbitration/mediation service and their rules shall govern. If the parties do not agree to first mediate their dispute, then they shall proceed directly to binding arbitration.
 - 6.2 Attorney Fees The prevailing party in any litigation over this AGREEMENT including arbitration shall be awarded court costs and attorney's fees, including fees to appeal.
 - 6.3 Governing Law The laws and courts of the State of California shall govern all questions or disputes relating to interpretations, performance, validity, and enforcement of this AGREEMENT.

SOLD LOT POLICY

ALL SOLD UNITS WILL BE MOVED TO NBAA SOLD LOT, ON WEDNESDAY'S AND FRIDAY'S. LOCATED DIRECTLY ACROSS THE STREET.

HOURS OF OPERATION ARE AS FOLLOWS:

MONDAY-FRIDAY 7AM TO 9PM

SATURDAY-SUNDAY 7AM TO 4PM

STORAGE FEES FOR VEHICLES NOT PICKED UP

VEHICLES PURCHASED ON TUESDAY AUCTIONS WILL ACCRUE \$10 PER DAY STARTING THE FOLLOWING MONDAY. VEHICLES PURCHASED ON THURSDAY AUCTIONS WILL ACCRUE \$10 PER DAY STARTING THE FOLLOWING WEDNESDAY.

NORTH BAY AUTO AUCTION

PAYMENT POLICY

- IF DEALER PURCHASES A VEHICLE ON A TUESDAY NIGHT AUCTION, PAYMENT IS DUE THURSDAY MORNING BEFORE ENTRY INTO THE NEXT AUCTION.
- IF DEALER PURCHASES A VEHICLE ON A THURSDAY MORNING AUCTION, PAYMENT IS DUE BY 5PM MONDAY.
- IF A CAR IS AN OFFER, INSPECTION OR ARBITRATION, PAYMENTS ARE STILL DUE ON THE DATES LISTED ABOVE. NO EXCEPTIONS.
- IF PAYMENTS ARE NOT MET ON OR BY THE ABOVE LISTED DATES, THERE WILL BE A \$150 LATE FEE CHARGED PER CAR. NO EXCEPTIONS.

DEALER AGREEMENT AND APPLICATION

By signing this form North Bay Auto Auction is hereby authorized at any time to obtain a credit report, civil judgement report and/or criminal background check on each individual and entity signing this form. North Bay Auto Auction uses the information sought herein solely for purposes associated with the Dealer's activities relative to the auction, including but not limited to, the completion of tax forms and vehicle transactions.

Your signature is also your acknowledgement of the commission schedule and auction rules listed in this dealer packet. Additionally, your signature authorizes North Bay Auto Auction to check your references.

DEALERSHIP AUCTION ACCESS # _____

IF YOU REQUIRE YOUR TITLES TO BE OVERNIGHTED, PLEASE SUPPLY US YOUR INFORMATION

OVERNIGHT CARRIER _____ ACCT # _____

FLOORING PLAN IF YOU HAVE ONE:

AFC _____

NEXTGEAR _____

COMPANY NAME: _____

CALIFORNIA SALES TAX RESALE CERTIFICATE Claim for Exemption

I HEREBY CERTIFY: That I hold a valid **seller's permit No.** _____

Issued pursuant to the Retail Sales Tax Act of 1933; that I am obligated in the business of selling

Automobiles

that the tangible personal property described herein which I shall purchase from:

North Bay Auto Auction

will be resold by me in the form of tangible personal property; PROVIDED, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Retail Sales Tax Act to report and pay the tax, measured by the purchase price of such property.

Description of property to be purchased: **Vehicles/Vessels** _____

BY SIGNING THESE RULES, RECEIPT OF A COPY OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED AND THE REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, AGREE TO BE BOUND BY THE ABOVE.

NAME (Owner Please Print) _____

OWNER SIGNATURE _____ **DATE** _____

ADDRESS: _____

NOTE: Under "Description of property to be purchased" there may appear (1) Either an itemized list of the particular property to be purchased for resale, or (2) A general description of the kind of property to be purchased for resale, such certificate is good until revoked in writing.

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 is the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misuses a resale certificate for personal gain or to evade the payment of taxes liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax of \$500 whichever is more

ITEM 4S83 (10/01) e (619)286-7171 (800)339-9686