



other purpose than what is contained in this agreement without the express written consent of Owner. [REDACTED]

- Owner agrees to furnish Agent those documents necessary to transfer the ownership of the vehicle to the purchaser. If Agent finds a buyer for the subject vehicle and Owner circumvents Agent in an attempt to avoid payment of the commission to Agent, by selling to the customer developed by Agent, this will be treated as a sale and the above commission will be due and payable to Agent. A sale by Owner or any person or firm other than Agent, during the duration of this contract with or without assistance of Agent will also be treated as a sale and the above commission will be due and payable. [REDACTED]
- Owner must maintain comprehensive and liability insurance in addition or in lieu thereof while the vehicle is in Agent's possession at the expense of the Owner. [REDACTED]
- Owner is solely responsible for compliance with all State Vehicle Inspection Laws.
- Maintenance and repair of the vehicle shall be at the sole expense of the Owner. If mechanical or maintenance work becomes necessary while the vehicle is on Agent's premises, Agent will seek permission from Owner to complete the necessary repairs. No work will be performed without the express written permission of Owner. [REDACTED]
- If the vehicle is not sold in the auction sale agreed upon in the contract for any reason the owner must pick up the vehicle within 48 hours of the auction. If not picked up within 48 hours the vehicle will accrue a \$25 per day storage fee until it is removed from the premises. [REDACTED]
- Any expense incurred by the buyer of the above mentioned vehicle due to any title issue (i.e mileage discrepancy, salvage/flood history, recorded lien, etc.) will be reimbursed by the titles owners/seller. [REDACTED]
- If the high bid at the auction is more than ten percent (10%) below the reserve price, the vehicle may be considered a "No-Sale" or sold "Subject to Confirmation", at the Auctioneer's sole and absolute discretion. [REDACTED]
- In the event there is a default on said vehicle, Agent will retain the defaulted deposit, if any. Seller shall have sole & absolute discretion to either pickup said vehicle or run the vehicle in the next scheduled auction. If seller chooses to run the vehicle in the next consecutive auction the run fee will be waived.

8. In this agreement, a sale occurs when Agent receives payment in full of the purchase price or its equivalent or executes a sales contract for the vehicle. Within 10 days after the sale, the Agent shall make an accounting to Owner of all of the following: date, total sales price, less repairs authorized by owner, exact amount of any liens payable to lien holders and fees charged to agree to net proceeds payable to seller.

9. If the vehicle remains unsold or if the vehicle has been sold but not removed from Agent's premises or if Owner or buyer is delinquent in paying any fees, Agent may have the vehicle towed and stored elsewhere at Owner or buyer's expense without prior notice to Owner or buyer. Additionally, Agent may, at any time, demand that the vehicle be removed from Agent's premises upon 48 hour notice to Owner.

10. Should Owner wish to remove the vehicle from Agent's premises, Agent requires at least 24 hours notice. The vehicle can then be removed between 9 a.m. and 4 p.m. on weekdays. [REDACTED]

11. Independent Parties: This agreement shall not be construed to create a partnership or joint venture.

12. Owner hereby promises to defend, indemnify and hold harmless Agent, its employees, agents and affiliates from any and all demands, judgments, claims, including reasonable legal and all other expenses, actually incurred and paid, incident to any claim whether baseless or well founded by any third party in connection with any vehicle taken by Agent, including without limitation any claim for taxes by any State of the United States, territory or political subdivision thereof. The indemnification language contained in this agreement shall survive the termination of this agreement. [REDACTED]

13. Governing Law; Jurisdiction: This agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York as applied to agreements made in New York, without regard to choice of law principles.

14. Severability: The provisions of this agreement shall be severable. Should any part, term or provision of this agreement be construed by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the legality, validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

Seller Initial Here [REDACTED]

15. Complete Agreement: This agreement constitutes the entire understanding between the parties and replaces any and all prior agreements related to the liquidation auction set forth herein. This agreement may not be modified or amended except in writing and signed by both parties.

16. Agent reserves the right to not accept any vehicle for any reason whatsoever.

17. This agreement is effective and valid for 30 days from the date of execution.

**Signatures:**

Owner \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone/Cell Phone/Email \_\_\_\_\_

N  
O  
T  
A  
R  
Y

State of New York, County of \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that \_\_\_\_ executed the same.  
X \_\_\_\_\_

Agent on behalf of Statewide Auto Auction, Inc  
155 Terminal Drive  
Plainview, NY 11803  
(516) 349-0007 FAX (516) 349-0105

N  
O  
T  
A  
R  
Y

State of New York, County of \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known to be the individual described in and who executed the foregoing instrument and acknowledged that \_\_\_\_ executed the same.  
X \_\_\_\_\_

*NOTICE TO OWNER: Failure of the Owner to comply with the terms of this agreement may be a violation of statute, which could result in criminal or administrative sanctions, or both.*

Seller Initial Here \_\_\_\_\_