

# WEST QUINCY AUTO AUCTION INC.

8506 Highway 24 Taylor, MO 65471

West Quincy Auto Auction Inc. hereinafter referred to as Auction and (dealership name) \_\_\_\_\_ hereinafter referred to as dealer enter into the following agreement on the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_ Upon Authorization to conduct business at the auction, the applicant agrees to abide by all auction policies and procedures. Specifically those concerning odometer tampering, which if violated could result in the suspension of business privileges and/or monetary assessment for related expenses and/or the repurchase of any odometer tampered vehicle sold by the applicant or any of it's representatives.

### Guarantee

In consideration of auction allowing dealer to buy and sell motor vehicles through auction, the undersigned, whether one or more personally covenant, guarantee and warrant that the title sold 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 cost including attorney fees, incurred by the auction in collection 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 issued by dealer or any of dealers representatives, together with any loss or expense incurred by auction in collecting or attempting to collect such debt, including attorney fees.

### Authorized Representatives

The following person or persons are duly authorized to buy and sell automobiles, to execute checks, to execute bill of sales, assignment of titles, odometer statements and warranties of titles on behalf of dealer. The authority of the following 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.

\_\_\_\_\_  
Representatives Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Representatives Signature

\_\_\_\_\_  
Printed Name

The undersigned acknowledges that auction shall have the right to transact business with 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. This 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 the principle 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 instrument shall bind the representative heirs, executors, administrators and assigns of the undersigned, and shall ensure to the benefit of this auction, it's successors and assigns.

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

(In Witness Whereof) the undersigned have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_ A.D.

\_\_\_\_\_  
Owners Signature

\_\_\_\_\_  
Owner Printed