



ALLIANCE
AUTO AUCTION
— AN **ACV** COMPANY —

Abilene: 325-698-4391 | Austin: 737-300-6300
Dallas: 214-646-3136 | Longview: 903-212-2955
Waco: 254-829-0123

Alliance Auto Auction is a family of auto auctions providing vehicle remarketing services to wholesale dealers. Founded in Texas in 2011, the Alliance mission is to establish personal and trusted relationships with all customers. Alliance's reputation for "Customer Service to the Extreme" is igniting the company's expansion into new markets.

At Alliance, we believe every car and every customer counts. We will deliver for you every time because YOU bring value to our auction. Building a relationship with you and learning about your needs will not only allow us to do our job better, but also makes the experience simple and more rewarding for you, the customer. That is why when our customers "Join the Alliance", they become part of our family.

We also know that building a relationship is a two-way street, which is why we greatly appreciate your feedback on ways we can best serve you moving forward.

JOIN THE ALLIANCE and you get fun, friendly people who exceed customer expectations every day, in every auction, one customer at a time, by providing quality inventory, a competitive market, and superior service.

I am confident in our Team and believe there is no better group of individuals to serve you than the staff of Alliance Auto Auction.

Alliance Auto Auction has five locations: Austin, Abilene, Dallas, Longview, and Waco, Texas.

I am pleased to be able to present our staff and our family of auctions to you and our customers.

Best Regards,

Tim Adams
Vice President

"Exceeding customer expectations every day, at every auction, one customer at a time."



Company Information

Company Name _____

Business Address _____

City _____ State _____ Zip _____

Mailing Address (if different from above) _____

City _____ State _____ Zip _____

Business Phone () _____ Fax () _____

Federal Tax Identification # _____

Company is (please choose one)

INDIVIDUAL

PARTNERSHIP

CORPORATION

FIRST OWNER INFORMATION

Name of Owner _____

Email _____

Phone () _____ Mobile () _____

Signature of Owner _____

SECOND OWNER INFORMATION

Name of Owner _____

Email _____

Phone () _____ Mobile () _____

Signature of Owner _____



Signature on File

The undersigned authorizes *Alliance Auto Auction, L.L.C., Waco Auction Inc., Alliance Auto Auction of Dallas, Inc., West Texas Auction Inc., and Alliance Auto Auction of Austin, Inc.* to submit drafts under "Signature on File" and hereby agrees to honor the same drafts. (It is the responsibility of the Dealer to check with *Alliance Auto Auction, L.L.C., Waco Auction Inc., Alliance Auto Auction of Dallas, Inc., West Texas Auction Inc., and Alliance Auto Auction of Austin, Inc.* about vehicles sold with a "call", before assuming Dealer did not buy them).

This agreement is executed on the _____ day of _____, 20_____.

Dealer Signature: _____

Print Name: _____

Dealer Signature: _____

Print Name: _____



Often, titles we receive are incomplete and/or have errors. We feel it is beneficial for our customers to execute a Power of Attorney authorizing us to sign titles, affidavits, and other title transfer documents on their behalf. If you choose to give us POA this form must be notarized to be effective.

Power of Attorney (for Titles)

The undersigned, and/or its subsidiaries, hereby duly appoint *Alliance Auto Auction, L.L.C., Waco Auction Inc., Alliance Auto Auction of Dallas, Inc., West Texas Auction Inc., and Alliance Auto Auction of Austin, Inc.* through its authorized employees and agents, to act as our Attorney-in- fact to sign all papers and documents that may be necessary pertaining to the sale and subsequent title transfer of the vehicles consigned by the undersigned to *Alliance Auto Auction, L.L.C., Waco Auction Inc., Alliance Auto Auction of Dallas, Inc., and West Texas Auction Inc., and Alliance Auto Auction of Austin, Inc.* for its auction of the vehicles or pertaining to the purchase of vehicles by the undersigned, including without limitation, any title, title transfer document, reassignment of odometer disclosure statements as required by federal law.

In consideration of *Alliance Auto Auction, L.L.C., Waco Auction Inc., Alliance Auto Auction of Dallas, Inc., West Texas Auction Inc., and Alliance Auto Auction of Austin, Inc.* agreement to execute such documents on behalf of the undersigned from time to time, the undersigned shall indemnify, defend, and hold harmless *Alliance Auto Auction, L.L.C., Waco Auction Inc., Alliance Auto Auction of Dallas, Inc., West Texas Auction Inc., and Alliance Auto Auction of Austin, Inc.* its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from and against any and all loss, damages, liability, claims, cause of actions, and expenses of whatever kind and nature, arising from the execution by *Alliance Auto Auction, L.L.C., Waco Auction Inc., Alliance Auto Auction of Dallas, Inc., West Texas Auction Inc., and Alliance Auto Auction of Austin, Inc.* or its employees or agents of any certificate of title, odometer statement, bill of sale, or other document necessary to transfer ownership of consigned and/or purchased vehicles. Notwithstanding the foregoing, nothing contained herein shall be construed to require the undersigned to indemnify *Alliance Auto Auction, L.L.C., Waco Auction Inc., Alliance Auto Auction of Dallas, Inc., West Texas Auction Inc., and Alliance Auto Auction of Austin, Inc.* its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from any loss resulting from any gross negligence or willful misconduct of Alliance or its employees or agents.

This Power of Attorney shall be effective as of the date of signing hereof on behalf of the undersigned and continue until full force and effect are terminated by the undersigned in writing.

This Power of Attorney supersedes any previous authorization to act as agent and attorney-in-fact for the undersigned.

Dealership Name _____

Signature _____

Printed Name _____

Initials _____

Subscribed and sworn to before me this _____ day of _____, 20____.
_____ Parish/County of _____, State of _____

Notary Public _____

My Commission Expires _____



Agent Affidavit

Alliance Auto Auction, L.L.C., Waco Auction Inc., Alliance Auto Auction of Dallas, Inc., West Texas Auction Inc., and Alliance Auto Auction of Austin, Inc. to include owners, agents, and employees are hereby appointed by me as agents to sign any documents in connection with business transactions made in the normal reasonable course of business. This affidavit is for the purpose, but is not limited to, title documents, checks, and bank drafts for vehicles purchased and sold by my company. This affidavit shall remain in force until such as it is cancelled by me or *Alliance Auto Auction, L.L.C., Waco Auction Inc., Alliance Auto Auction of Dallas, Inc., West Texas Auction Inc., and Alliance Auto Auction of Austin, Inc.* in writing. I understand *Alliance Auto Auction, L.L.C., Waco Auction Inc., Alliance Auto Auction of Dallas, Inc., West Texas Auction Inc., and Alliance Auto Auction of Austin, Inc.* reserves the right to amend this affidavit at any time with written notice.

Signature: _____
Of Bonded Owner/Officer

Printed Name: _____
Of Bonded Owner/Officer

Subscribed and sworn to before me this _____ day of _____, 20_____.
_____ Parish/County of _____, State of _____

Notary Public _____
My Commission Expires _____



Personal Guarantee

The undersigned, whether one or more, personally guarantee(s) Dealer's payment and performance of the Auction Terms and Conditions and all transactions by Dealer taken pursuant thereto.

The undersigned acknowledge(s) that *Alliance Auto Auction, LL. C., Waco Auction Inc., Alliance Auto Auction of Dallas, Inc., West Texas Auction Inc., and Alliance Auto Auction of Austin, Inc.*, shall have the right to refuse 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 hereunder. This personal guarantee is to be a continuing guarantee and the undersigned hereby waive(s) 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(s) and not merely as surety (or sureties), and the bankruptcy or any assignment in favor of creditors of Dealer shall not affect the enforceability of this personal guarantee.

This personal guarantee shall bind the respective heirs, executors, administrators, and assigns the undersigned, and shall leave to the benefit of Alliance, its successors, assigns and subrogates.

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

IN WITNESS WHEREOF, the undersigned has (have) executed this personal guarantee this

_____ day of _____, 20_____.

Company Name _____

Printed Name of First Owner

Printed Name of Witness

Signature of First Owner

Signature of Witness

Printed Name of Second Owner

Printed Name of Witness

Signature of Second Owner

Signature of Witness



Policies and Procedures

All Licensed Dealers are welcomed to participate in the buy, selling, and consignment of automobiles. The following procedures will assist all parties in understanding the expectations of conducting business in a fair and ethical manner.

Registration

- Alliance will require Dealers to complete all registration information and any additional information, if requested, prior to buying, selling, or consigning units.
- Please submit all changes to registration information to the Alliance business office in writing.
- All Dealers must obtain a Bidders Badge before entering the sales area to conduct business
- As a courtesy to our dealers, Alliance allows dealers to bring up to 1 guest, however, this is solely up to the auctions discretion. A \$30 guest fee will be charged. Dealers are 100% legally & financially liable for their guests and their actions while on Alliance property. Guests must abide by Alliance Auto Auctions policies and procedures at all times. Alliance Auctioneers are strictly prohibited from acknowledging or accepting bids from individuals who have Guest or Driver badges.
- Bidders may not use a Bidders Badge that is not their own.
- Alliance reserves the right to access credit reporting agencies to obtain and verify credit history.

Business Policies

- All persons on the Alliance property agree to abide by all Federal, State, County, and Municipal ordinances and laws.
- All persons on the Alliance property agree to abide by all posted signage, policies, procedures, and decisions of Alliance.
- All vehicles consigned with Alliance are subject to government inspection, with or without prior notice, by the FBI, State Police, National Auto Theft Bureau, Local Police Authorities, any other governmental agency, or quasi- governmental agency.
- Alliance reserves the right to refuse anyone the use of its services.
- Alliance makes no representations or guarantees on any vehicle sold or offered for sale.
- All transactions are subject to final approval through Alliance Management.
- Alliance reserves the right to search any package or vehicle entering or exiting the property.
- Alliance makes no guarantees regarding the mileage of vehicles.
- Any dealer or agent causing damage to a vehicle or the premises will be liable for the cost to repair all damages.
- If a statement or threat of non-payment is made to the auction at any time by a dealer or agent, Alliance will exercise all legal rights under the law including but not limited to, filing a claim with Auction Insurance, bond acquisition of said buyer, ensuring dealer is entered into the nationwide KO Book, and any and all necessary legal action against the dealer for any losses.

Liability



- Alliance assumes no liability for physical damage to a vehicle, theft of contents or the vehicle, or any general liability while vehicles are being bought, sold, or on consignment.
- All persons who are Buyers, Sellers, or Consigners, their agents and guests, agree to indemnify and hold harmless Alliance Auto Auction, LLC., Waco Auction, Inc., Alliance Auto Auction of Dallas, Inc., West Texas Auction Inc., and Alliance Auto Auction of Austin, Inc, and or any of its agents for any liability or claim.

Sale Procedures

- Bidder Badges and Guest/Driver Badges need to be displayed in a visible manner while conducting business
- The auctioneer reserves the right to not acknowledge or accept bids from those without a visible Alliance Bidders Badge. Alliance auctioneers are strictly prohibited from acknowledging or accepting bids from individuals who have a Guest or Driver badge.
- Children under the age of 18 are not allowed on the lot or in the auction arena.
- Alliance is not responsible for any statements or representations made by a seller, third party, or consignor.
- Only announcements made publicly by the auctioneer, on behalf of the Seller, will be deemed valid.

Payments

- Payment is expected on the day of sale. Alliance Auto Auctions offers a grace period of 48hrs to receive payment for purchases made on sale day. If payment is not received by this time, a late fee of \$200 will be added to the purchase price of the unit.
- The sales price and all fees can be paid by cash, floor plan, or business check. (no personal checks allowed)
- Any purchase price that totals \$100,000 and up will require floorplan, ACH or wire for payment. No checks.
- Checks written for payment of multiple vehicles cannot exceed \$99,999.
- Customers wishing to pay by floor plan, please contact the Alliance business office for assistance.
- Occasionally there will be additional fees for a unit added to the Dealership account. These fees are to be paid within 7 days of receiving the Accounts Receivable Statement. Failure to pay on time may result in a disruption to your membership privileges at Alliance Auto Auctions.

Seller Responsibilities

- To represent each vehicle's condition with transparency and honesty and in accordance with NAAA requirements.
- If a clear and marketable title is not delivered to the auction within 30 calendar days after the vehicle is sold, the buyer may return the vehicle to the auction upon a 24 hour notification. Upon notification, the seller will have until the close of business the following business day to get a title to Alliance. If a title isn't provided within the timeframe, the seller is responsible for purchase price, auction fees, and transportation back to the auction.
- Titles received after 30 calendar days of the date of sale will be charged a Late Title Fee of \$150.



- To assist Alliance in obtaining duplicate titles, lien releases, affidavits, etc.
- Agrees to pay Alliance their fees for all vehicles returned and arbitration fees against the seller.
- The seller agrees to pay all reasonable transportation charges.
- Please refer to NAAA Guidelines for additional Seller Responsibilities.

Seller Declarations

- The correct description, mileage and condition, including any relevant information regarding the vehicle.
- Frame damage and/or repaired frames
- Rebuilt units and theft recovery vehicles
- Reassigned Vehicle Identification Numbers
- Vehicle missing or altered factory emission equipment
- The true correct odometer reading
- Salvage title
- Any known arbitratable defect exceeding \$800 to repair (wholesale/auction costs)
- Please refer to NAAA Guidelines for all additional seller declarations.

Buyers Responsibility

- Inspect vehicles before the sale begins.
- It is the buyer's responsibility to ensure that the miles and year of the vehicle printed are correct.
- To make their bids known to the ringman or auctioneer.
- To be aware of any announcements regarding vehicles made by the Alliance auctioneer.
- Acknowledge your acceptance of being the winning bidder and sign the block ticket for the vehicle.
- To inspect all vehicles purchased before the close of business on sale day.
- Pay the sale price and all fees by draft, cash, floor plan, or company check on the day of the sale before leaving the Alliance premises.
- Remove purchased vehicles from the Alliance premises within seven (7) calendar days from the date of purchase. Vehicles left on the premises after seven days will be assessed a storage fee.
- Any vehicles purchased and left on the premises over 90 calendar days will be disposed of by Alliance. Alliance will hold storage fees out of the proceeds.
- Please refer to NAAA Guidelines for additional Buyer Responsibilities.

Titles

- Per NAAA Guidelines, if a clear and marketable title is not delivered to the auction within 30 calendar days after the vehicle is sold, the buyer may return the vehicle to the auction upon a 24 hour notification. Upon notification, the seller will have until the close of business the following business day to get a title to Alliance. If a title isn't provided within that time frame, the seller is responsible for purchase price, auction fees, and transportation back to the auction.



- The buyer is responsible to return the vehicle back to the auction within 48 hours of notification of late title arb if located within 100 miles of the auction. If outside 100 miles, a fair and reasonable timeframe will be established by the auction's management.
- Titles received after 30 calendar days of the date of sale will be charged a Late Title Fee of \$150.
- The buyer is responsible for any improvements made to a vehicle before the title is provided. If a buyer chooses to perform any repairs or improvements before a title is provided, they will not be eligible for reimbursement of any of those said costs. The only reimbursement that a buyer is guaranteed upon returning a vehicle is the purchase price of the vehicle and the sales fee.
- If a clear title cannot be provided to the buyer and the vehicle is returned by the buyer, it must be returned in the same condition as when it left the auction. A return inspection will be performed by the auction to ensure the unit is in the same condition. (NAAA rules apply regarding monthly depreciation of vehicle)
- Mileage parameters for late title returns: 250 miles max, then a \$0.50 per mile deduction thereafter off the original sales price.
- If the seller represents the vehicle to have a clear and marketable title and it comes in salvage, insurance dated, etc., the buyer has the right to return the vehicle. Purchase price, sale fee and possibly transportation costs will be reimbursed to the buyer and Alliance will add the fees to be paid by the seller.
- Please refer to NAAA Guidelines for additional Title Policies.

“IF” Bids

- As a courtesy to our customers, Alliance will make every effort to contact buyers on the status of their “IF” Bids. This communication is not guaranteed or required by the auction. It is the buyer's responsibility to contact the auction for the status of their “IF” Bids. If a length of time has passed and you have not heard from Alliance regarding the status of your “IF” Bid, please contact us and we will provide you with any information that we have at that time.
- Alliance does not recognize a time frame for “IF” expiration. Buyer is fully obligated for the sale until notified otherwise. It is ultimately the buyer's responsibility to contact the auction for the status of their “IF” bids.
- When the seller accepts the “IF” bid, the vehicle is considered sold and the buyer must pay for the vehicle according to the Alliance payment policy.
- If you wish to make an arbitration claim for any “IF” bid, please do so before the close of business on the day of sale.

Vehicles Leaving the Premises

- No vehicle will leave the premises without a current Alliance gate pass or receipt of payment.
- No vehicle will be allowed to be removed from Alliance property without payment in full.
- No Test Driving allowed on Alliance property except Alliance Abilene as there is a test track on site.



Arbitration Guidelines

All Alliance Auto Auctions adhere to NAAA Arbitration Guidelines. Please refer to NAAA for any additional statements not mentioned here.

Light System

Please refer to the NAAA light system.

As-Is-Statement

- Units with the following classifications will be listed As-Is unless represented by the Seller differently:
 - The unit has an odometer reading of 125k or more
 - The unit is more than 10 years old
 - The vehicle's sale price is less than \$3,500
 - The seller designates the unit As-Is

Procedures

- All arbitration claims must be presented before the close of business on the day of sale. In addition to said time frame, all claims must be in compliance with the Alliance location's Test Drive Policy which takes precedence once a unit has exited the Alliance gate.
- It is the buyer's responsibility to enter units into arbitration. The buyer must contact a Manager or their Sales Rep to ensure arbitration information is communicated.
- Units cannot be entered into arbitration until the sale is finalized.
- The expense for consultation and/or arbitration will be the responsibility of the party who is declared incorrect.

Arbitration- Communication and Return Timelines

- It is the dealer's responsibility to immediately communicate a request to open an arbitration / late title claim. If the in-lane buyer did not purchase a PSI, the buyer only has the actual day of sale to arbitrate. If the buyer did purchase a PSI, they have the amount of time of the PSI they purchased. (7 day, or 14 day) Sale day is considered Day #1 of PSI coverage.
- Communication to open an arbitration for a vehicle issue or a late title is to be by one of the following methods only: In person, a phone, text or email to a Manager or that particular dealers Sales Rep. General personnel such as lot, operations, office staff, drivers, etc are not the proper individuals to communicate to, and it will not be considered as communicated.
- Once an arb claim has been communicated properly, the dealer is responsible for getting the unit back to the closest Alliance location as quickly as possible. (title arbs must be returned to the original Alliance location) The allowed time frames are as follows:
 - Within 100 miles of an Alliance location – up to 48 business hours



- Outside of 100 miles from an Alliance location – A fair and reasonable timeframe will be established between the customer and the Auction’s Management Team at that location at the time of the request.
- PSI mileage parameters apply

Test Drive Policy

- **Austin, Dallas, Longview & Waco:**

- 20/20 Policy: On the day of sale, Buyers have 20 minutes or 20 miles (whichever comes first) from the time a unit exits the gate to perform a test drive and file any arbitration complaint. Any complaints must be made in person or by phone within the 20/20 time frame.

*Note: This does not apply to units that have received a PSI as the timelines of that particular PSI prevail.

- **Abilene:**

- Units purchased at the Alliance Abilene location are not eligible for the 20/20 policy as there is a test track designated for customers to complete their test drive.

High Dollar Payment Clause

- All units that sell with a purchase price of \$75,000 or higher will be reviewed thoroughly by Alliance Management before such a transaction will be considered final.
- Seller payment will not be released to the seller until the buyer payment is received.
- The unit will remain in the care and custody of the auction until the buyer payment is received.

Specialty Units

- Specialty Units - defined as anything that is not a vehicle – all watercraft, RV, motorcycle, ATV’s, farm or commercial operating equipment, etc.
- These units will be sold absolute AS IS. No Guarantee. These units are not eligible for any Post Sale Inspection or Arbitration, even related to title and/or bill of sale issues.
- Units are treated as a “cash only” sale. Payment is expected on the day of sale and no seller check will be cut until the purchase is fully funded from the buyer. If the purchase is not fully funded within 48hrs the sale will be voided.
- It is the dealer’s responsibility to ensure his/her license meets state mandates.

PSI

- For your convenience Alliance offers Frame Checks, Informational, 7, and 14 day Post Sale Inspections (PSI) to be purchased on the day of sale. Please refer to our website for the most current pricing of these services.
- Please note the buyer is responsible for the PSI fee regardless if the unit passes or fails PSI.
- Alliance reserves the right to make repairs to any identified PSI issue and has the final say as to whether a unit is canceled or repaired. Repair cost is defined as the Auction’s/Wholesale cost to repair.



- Proper communication by the buyer to Alliance's Arbitration department must be made by close of business on the day of sale.
- If a vehicle is returned, it must be in the same or better condition than when purchased and within specified mileage guidelines.
- Alliance will not reimburse a dealer for transportation, reconditioning, other work or expenses performed on vehicles that are returned.
- Units sold As-Is or Red Light are only eligible for a Frame Check or an Informational PSI
- The following are not eligible for pre or post sale inspections: Land Rovers, Range Rovers, Jaguars, Electric vehicles, Hybrid vehicles, Kit vehicles, RV's, Campers, Trailers, Motorcycles, Watercraft, Heavy Trucks & Equipment, 4 wheelers, Specialty units, Hand built or Exotic vehicles, including but not limited to: Aston Martin, Bentley, Bugatti, Lamborghini, Lotus, Maserati, McLaren, Porsche, Rolls Royce, Tesla, Viper, and or any other high line or exotic unit, or any other vehicle or item deemed ineligible by auction management.
- Arbitration Criteria – Refer to NAAA Guidelines.



Acknowledgment of Policies and Procedures

In becoming a member of Alliance Auto Auction, you agree to the Policies and Procedures listed. You agree that you and all registrants for said business agree to abide by all rules and regulations of Alliance Auto Auction. By signing below, you acknowledge that you are bound by these Policies and Procedures and all terms listed by Alliance Auto Auction.

Company Name: _____

Printed Name: _____

Signature: _____

This agreement is executed on the _____ day of _____, 20_____.