

Cox AUTOMOTIVE™



REGISTRATION POLICY & PAYMENT TERMS FOR PUBLIC TRUCK SALE

The following list provides an outline of the ONLY forms of payment and registration Manheim Indianapolis accepts. Please note that you must pay in full the day of the auction. Manheim Indianapolis does not accept credit cards, debit cards, bank drafts, third-party checks including bank financing, or Com-checks. If you have any questions at all, please contact us at 317-527-2165.

PAYMENT TERMS:

We ONLY accept wire transfers (no third-party payment)
Money orders or cashier's check made payable to Manheim Indianapolis

REGISTRATION TERMS:

Attached are the two packets we use for new buyers. Please complete the one that best fits your needs. ALL INFO MUST BE FILLED OUT AND RETURNED *PRIOR TO WEDNESDAY – AUCTION DAY* including photo ID
If you are the successful purchaser your title will be assigned just as you are registered in our system. If you have a D.O.T.# please provide or we are required to collect state sales tax.

*Please note *** while bidding on Wednesday, Manheim Indianapolis is NOT an absolute auction. All units have reserves except for vehicles with lot numbers beginning in lane "38." If you bid on a unit you are held to your bid and liable for the outcome until the following day at 10 am ET. It is the buyer's responsibility to call and follow up with their bid – 317-527-2165*

X

Client Signature and date



3110 S Post Road Indianapolis, IN 46239

Phone (317)862-8622

Fax (317)862-8623

COMPANY REGISTRATION

Date _____

Name _____

Address _____

City _____ State _____ Zip Code _____

Mailing Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

Email Address _____

Federal ID # _____

Company DOT # _____

COMPANY INDIVIDUAL

Owner/Representative Name _____

Address _____

City _____ State _____ Zip Code _____

Cell Phone # _____ Alt # _____

Drivers License # _____ State Issued _____

Issue Date _____ Expiration Date _____

Social Security # _____ Date of Birth _____

Email Address _____

Individual DOT # _____

Please provide a scanned copy of your photo ID along with this registration packet.

Email documents to Indypublic@coxautoinc.com

Please note: **Payment is due in full the day of sale.**

Required forms of payment: Cashier's check/wire transfer
Deposit of \$5,000/ Cashier's check/money order required to bid on units.



Indianapolis



TO BE COMPLETED IF DOT # IS PROVIDED



Form ST-135
State Form 47838
(R3 / 3-14)

Indiana Department of Revenue
Sales and Use Tax Exemption Certificate

For Purchases by Persons Engaged in Public Transportation
Operating Under Leases or Contracts to Certified Motor Carriers

To qualify for the exemption, the tangible personal property purchased must be predominately used in providing public transportation. The tangible personal property is predominately used in public transportation if more than 50% of its use is attributable to transporting people or property for hire.

Print Name of Purchaser				
FID, SSN, TID, or USDOT Number		FHWA Number (formerly ICC Number)		Intrastate Carriers IMCA Number (Formerly PSCI or IURC Number)
Street Address			City	State ZIP Code
Check Applicable Box for Purchase of	Vehicle <input type="checkbox"/>	Repair Parts <input type="checkbox"/>	Tires, Tubes, or Accessories <input type="checkbox"/>	Fuel or Lubricants <input type="checkbox"/>
	Other <input type="checkbox"/>			
Check One	Single Purchase <input type="checkbox"/>			Blanket Purchases <input type="checkbox"/>
	Enter Purchase Price \$ _____			Effective Date: From _____ To _____

I hereby certify the property purchased by use of this exemption certificate will be used directly in rendering public transportation under lease or contract to a certified motor carrier in accordance with IC 6-2.5-5-27.

Signature: _____ Date: _____

Purchases made with this certificate are limited to the above-mentioned items. Improper use of this certificate constitutes perjury and is punishable by law.

Power Of Attorney

I, _____, do hereby appoint **Manheim and its agents** _____,

My true and lawful attorney, to execute on my behalf and in my name any and all documents in connection with the sale and/or transfer of the following described motor vehicle:

Year/Make/Model _____

Vin # _____

Signature _____

Date _____

Notary _____

MANHEIM INDIANAPOLIS
INDIVIDUAL REGISTRATION AGREEMENT

The Registration Agreement, dated as of _____, is made and entered into by and between _____ (“Patron”) and Manheim Indianapolis in consideration of the following recitals, representation guarantees, covenants and agreements contained herein. Patron and Auction agree as follows:

- 1.) Patron has provided to Auction a completed information sheet as required by Auction and Patron represents that all information provided thereon is true and correct.
- 2.) Patron recognizes and acknowledges that Auction is not to be deemed to be the seller of any vehicle for any purpose nor is the transferor required to give the Federal Odometer Mileage Statement in connection with any sale at this auction within the contemplation of the Motor Vehicle Information and Cost Savings Act of 1972 (Pub L.92, 513), as amended, or similar laws. The seller named on the Bill of Sale is the transferor within the contemplation of such laws.
- 3.) All sales at the Auction are conducted under published Auction Rules/Policies. Patron acknowledges receipt of a copy of the Auction Rules/Policies and Patron agrees to be bound by such Auction Rules/Policies, as amended from time to time.
- 4.) The persons indicated on the reverse side as “Authorized Agents” are duly authorized by Patron to buy and sell vehicles, to execute checks, bills of sale, Odometer Mileage Statements, assignments of title, and warranties of title or behalf of Patron. The authority of such persons to act on behalf of Patron shall continue in full force and effective until terminated by Patron in writing to the Auction. Patron does hereby guarantee all transactions made by such persons and does indemnify and hold harmless the Auction from all loss or expense caused it, as a result of any such transactions including but not limited to losses from dishonored checks, defective titles, and false or inaccurate Odometer Mileage Statements as well as any expense incurred in attempting to collect such losses, including attorney’s fees.
- 5.) Patron authorizes the Auction to act as Patron’s attorney in fact to purchase, sell and transport vehicles and on Patron’s behalf to execute any documents necessary to transfer ownership thereof and any disclosure statements relating thereto. Except for negligence on the part of the Auction, Patron agrees to indemnify the Auction, hold the Auction harmless, and attorney fees that the Auction may sustain by reason of so acting for Patron.
- 6.) Patron assumes all risk of loss, liability and damage incident to or arising out of any vehicle left on the Auction’s premises and Patron shall provide insurance for such loss, liability and damage. The Auction disclaims all liability in tort, contract, or otherwise, for such loss, liability and damage.

- 7.) With respect to each and every vehicle delivered by Patron to the Auction for sale. Patron represents to the Auction and to the buyer of that vehicle that:
- a. The vehicle is in a safe condition to operate on the public highways and complies with applicable laws, including laws relating to safety, performance and environmental standards.
 - b. Patron will fully and accurately disclose the description, condition, known defects and mileage of the vehicle and be solely responsible for such representation.
 - c. Patron is the true and lawful owner of the vehicle.
 - d. Patron has good and right power to sell the vehicle.
 - e. Patron guarantees, without exception, that title to the vehicle is free and clear of all encumbrances and other defects, and Patron will hold the buyer and the Auction harmless for any loss, liability, or expense resulting from any defect in such title.
 - f. Within the time allowed by the Auction Rules, Patron will deliver to the Auction, as agent, good title to the vehicle, free and clear of all liens or encumbrances, with related disclosure statements. Upon such delivery, the Auction agrees to pay Patron the purchase price of the vehicle, less any fees owing to the Auction.
 - g. Patron agrees to pay to the Auction such fees as the Auction Rules/Policies provide for any vehicle which goes through the Auction but is not sold. Patron specifically grants to the Auction possessory lien against any such vehicle for which a fee is due as security for the payment of such fee.
 - h. Patron will hold harmless and indemnify the Auction and the buyer of the vehicle against any loss resulting from the breach of the Patron's warranty of title to the vehicle or of any warranty or representation contained herein.
- 8.) With respect to each and every vehicle purchased by Patron, Patron agrees that:
- a. The auction does not inspect vehicles delivered to it for sale, rather the seller is responsible for all representative of description, condition and mileage and for disclosure statements relating to the vehicle.
 - b. Patron will examine any vehicle bought and accept the vehicle in its present condition.
 - c. Patron will pay the Auction the purchase price of the vehicle by check or cash (as requested by the Auction) on day of sale. Upon failure to so pay, Auction may without further notice to Patron dispose of such vehicle through a subsequent auction sale and Patron shall be liable to the Auction for all lost collection, loss on resale of the vehicle, and any other damage the Auction may sustain, including reasonable attorney fees incurred in collecting payments due and interest.
 - d. The title and ownership of the vehicle shall remain in the seller of the vehicle until any check is given as payment for the vehicle has been honored and paid in full.
- 9.) Patron agrees to honor payment of any check immediately when properly presented to Patron's bank for payment. Patron will not under any circumstances stop payment of its check without the advance written approval of an authorized representative of the Auction, then if approved, Patron will return the vehicle at Patron's expense to the Auction's place of business. Patron further agrees to hold the Auction harmless for and indemnify the Auction against any loss as a result of a check of Patron being dishonored by the bank upon which it is drawn.

- 10.) Patron hereby authorizes the Auction to investigate Patron's credit history including but not limited to the banks and other financial institutions with whom Patron does business and agrees to execute any documents required by any such bank or financial institution to release financial information to the Auction.
- 11.) The Auction guarantees to the buyer good and valid title to each vehicle bought at the Auction subject to the following terms, conditions and limitations.
 - a. The guaranty covers only invalidities in title existing at the time of the sale and does not cover more technical defects which can be removed by execution and delivery to the buyer, or prior owners, of legally required papers without the necessity of any monetary payment.
 - b. The amount of the Auction's liability under its guaranty shall never exceed the sale price of the vehicle and the maximum amount of the Auction's liability shall be reduced by deducting from the sale price 2% thereof on the first of each month following the date of sale and all liability of the Auction will expire and terminate on the first day of the forty-eighth month after the date of sale.
 - c. The guaranty is expressly limited to the Patron who purchased the vehicle at the Auction and the guaranty is not negotiable or transferable.
 - d. The guaranty shall be void if the purchase price for the vehicle is not paid by the buyer.
 - e. The guaranty does not protect against defects in the title known to the buyer whether or not listed as exceptions to the title on the Auction's invoice.
 - f. Whenever any claim is made by any person against the title of the vehicle, whether by suit or otherwise, the buyer shall within five days after becoming aware of the claim notify the Auction, giving full particulars of the claim and shall cooperate fully in defending any legal action or taking any other steps to minimize possible loss.
 - g. On payment of any claim under the guaranty, the buyer will execute all necessary papers subrogating its right to recover against the seller, or others to the Auction.
 - h. The buyer shall not surrender possession of the vehicle to any claimant, except as required by legal process, nor shall buyer voluntarily pay or acknowledge the validity of any such claim without the prior approval of the Auction.
 - i. Time is of the essence of this section of this Agreement and any failure on the part of the buyer to notify the Auction of any such claim shall vitiate the Auction's liability under the guaranty. Likewise, failure of the buyer to cooperate in defending any such claim shall relieve the Auction of liability under the guaranty.
 - j. The guarantee does not apply to vehicles sold by bill of sale without title.
- 12.) This agreement may be terminated by the Auction at any time with or without cause. The parties' obligations under this Agreement with respect to transactions completed prior to termination shall survive termination.
- 13.) This Agreement may be amended only by an instrument in writing signed by both parties.

- 14.) Any controversy or claim arising out of this Agreement or relating in any way to any transaction at Auction or otherwise in which Patron engaged pursuant to this Agreement shall be finally settled by binding arbitration in accordance with the commercial Arbitration Rules of the American Arbitration Association and judgement upon the award rendered by the Arbitrator(s)(which may include the cost of arbitration and reasonable attorney's fees to the prevailing party) may be entered in any Court having jurisdiction thereof.
- 15.) The parties agree that this Agreement, any amendment or addendum to this Agreement, may be transmitted by them for execution by electronic facsimile transmission. The parties intend that both their original and facsimile signatures on such documents shall be binding on the parties.

Patron:

Printed Name: _____

Signature: _____ **Date** _____