



## BIG VALLEY AUTO AUCTION

### DEALER APPLICATION

The undersigned Dealer, does hereby authorize BIG VALLEY to maintain and provide to BIG VALLEY the information regarding the Dealer and its representatives contained in the following:

1. Current copies of Dealer's license and bond
2. Dealer and Bank Information – including Owner and Authorized Representative information (must have initials)
3. Copy of Driver's license for all owners and authorized representatives
4. Power of Attorney (must have signature)
5. Personal Guaranty (must have signature)

***I HAVE READ AND ACCEPT THE FOLLOWING AUCTION DOCUMENTS:***

 **-TERMS AND CONDITIONS**

 **-POLICIES AND PROCEDURES**

 **-RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

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## **DEALER and BANK INFORMATION**

Date: \_\_\_\_\_

Business Name \_\_\_\_\_ Trade Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax# \_\_\_\_\_ Email \_\_\_\_\_

Federal Taxpayer Identification # (Social Security # or Employer Identification #) \_\_\_\_\_

State Taxpayer Identification # \_\_\_\_\_ Date established \_\_\_\_\_ Dealer License # \_\_\_\_\_

Will you use:  Cash  Draft  Check  DSC  AFC  MAFS

(Check all that apply) \*\*\*\*\*Subject to auction management approval

### **Credit Information for Dealer:**

Bank \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

Account # \_\_\_\_\_ Credit or Floor Plan Limit \_\_\_\_\_ How long doing business \_\_\_\_\_

Finance or Floor Plan Co. \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

Account # \_\_\_\_\_ Credit or Floor Plan Limit \_\_\_\_\_ How long doing business \_\_\_\_\_

### **Owners:**

Name \_\_\_\_\_ % Ownership \_\_\_\_\_ Phone # \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_ DL# & State \_\_\_\_\_

Name \_\_\_\_\_ % Ownership \_\_\_\_\_ Phone # \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_ DL# & State \_\_\_\_\_

**I AUTHORIZE BIG VALLEY AUTO AUCTION TO VERIFY CREDIT INFO-**

**OWNER INITIAL HERE: X \_\_\_\_\_**

## Authorized Representatives

Name \_\_\_\_\_ % Ownership \_\_\_\_\_ Phone # \_\_\_\_\_  
Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
DL# & State \_\_\_\_\_  
Representative Signature \_\_\_\_\_

Authorized To:  Buy Cars  Sell Cars  Sign Checks/Drafts (Check all that apply)

Name \_\_\_\_\_ % Ownership \_\_\_\_\_ Phone # \_\_\_\_\_  
Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
DL# & State \_\_\_\_\_  
Representative Signature \_\_\_\_\_

Authorized To:  Buy Cars  Sell Cars  Sign Checks/Drafts (Check all that apply)

Name \_\_\_\_\_ % Ownership \_\_\_\_\_ Phone # \_\_\_\_\_  
Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
DL# & State \_\_\_\_\_  
Representative Signature \_\_\_\_\_

Authorized To:  Buy Cars  Sell Cars  Sign Checks/Drafts (Check all that apply)

### COMPANY OWNER SIGNATURE:

X \_\_\_\_\_

\*\*\*\*\*Please attach business cards and/or authorization letters\*\*\*\*\*

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**TERMS AND CONDITIONS**

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**POLICIES AND PROCEDURES**

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**RELEASE AND WAIVER OF LIABILITY & INDEMNITY  
AGREEMENT**

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## TERMS AND CONDITIONS

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In consideration of BIG VALLEY AUTO AUCTION allowing an automobile dealer or an automobile dealer's Authorized Representative(s), as defined below (in either instance the "Dealer"), to purchase and sell motor vehicles at Big Valley's auction facilities (the Auction), Dealer, as purchaser or seller, as applicable, agrees to the following terms and conditions ("Auction Terms and Conditions"):

**1. Big Valley as Consignee.** All vehicles delivered to the Auction by Dealer for sale at the Auction ("Consigned Vehicle") are delivered on consignment by Dealer for Big Valley to sell to other dealer patrons on behalf of Dealer. Big Valley is a service company and does not purchase or sell Consigned Vehicles. Rather, Big Valley facilitates transfers of ownership between Dealer and other dealer patrons of the Auction. Big Valley reserves the right to refuse to do business with any Dealer in Big Valley's sole discretion.

**2. Dealer Eligibility and Applicable Rules.** By participating as a purchaser or seller in any sale at the Auctions, Dealer represents that it is: (a) licensed similar laws in one or more states, or under the similar laws of a country outside the United States, to sell motor vehicles; (b) registered with Big Valley; and (c) subject to the Terms and Conditions contained herein and other applicable rules, including but not limited to any posted auction rules, as a condition of doing business at the Auctions. Dealer's application for registration with Big Valley shall constitute authorization to Big Valley to investigate Dealer's (including its principals) credit history. Dealer agrees to execute any documents required by any bank or financial institution to release financial information to Big Valley.

**3. Sale Procedure.** Unless the seller designates the sale as an "iP" sale, all sales will be consummated when the auctioneer announces "SOLD", with the auctioneer calling out the purchaser's bidder number and the block clerk recording that sale and all the specific terms thereof. "If" sales shall be final and binding only when the highest bid is accepted by the seller and recorded or subsequent offer or counter offer is accepted and recorded. A Dealer, as seller or purchaser, will be bound by the recording of the purchase and sale and the terms thereof, as orally announced to such parties. Audio and/or video recordings of the bidding process will be relied on in the case of a dispute.

**4. Service Fees.** Dealer agrees to pay all customary fees and charges of Big Valley for services rendered in connection with the purchase and sale of consigned vehicles, including, with out limitation, seller fees, purchaser fees, NSF check or draft fees and other customary fees and charge, each as applicable. Dealer further agrees to reimburse Big Valley for all fees and charges paid by Big Valley in connection with the transfer of title of consigned vehicles.

**5. Use of Auction.** All purchase and sale transactions originating and/or consummated at the time a Consigned Vehicle is on the Auction premises shall be completed through Big Valley with the Dealer responsible for the appropriate fees.

**6. Payment Terms.** All Consigned Vehicles purchased by Dealer must be paid for, and all Big Valley transaction fees and charges paid, on day of sale. Big Valley may set off from amounts it owes Dealer, whether based on proceeds of sales or otherwise, any amounts Dealer owes Big Valley. Further, Big Valley may retain possession of any vehicles owned or controlled by Dealer and/or withhold title documents until NSF checks, drafts, related service charges or any other amounts owed by Dealer to Big Valley have been paid. With each and every payment to Big Valley by check or draft, by or on behalf of Dealer, Dealer represents and warrants (regardless of whether Dealer is the drawer of the check or draft) that, at the time of issuance of the check or draft and at the time such check or draft may be presented for payment, the account upon which such check or draft is drawn contains then available funds to prevent collection action. Upon return of any NSF check or draft, a service charge will be imposed and must be paid thereafter; Big Valley will review Dealer's financial ability and may at its discretion require that any future transactions be strictly cash. Dealer shall not under any circumstance stop payment on a check or

refuse to honor a draft. Dealer shall pay any legal cost including, without limitation, attorney fees and court costs, necessary for Big Valley to correct any moneys owed to Big Valley by Dealer.

**7. Service Interest.** In order to secure final payment of any indebtedness owing to Big Valley arising out of the sale of a Consigned Vehicle purchased by Dealer at the Auction Dealer hereby grants to Big Valley a security interest (including a purchase money security interest where applicable) in any such Consigned Vehicle, together with all additions, accessions, accessories and replacements, and proceeds thereof, which security interest shall continue until all funds are collected with respect to such sale. Dealer authorized Big Valley to prepare and file a financing statement for such Consigned Vehicle without Dealer's signature being required thereon. If requested, Dealer agrees to sign any such financing statement in person at the Auction. Big Valley's security interest in any vehicles is assignable to any auction, subsidiary or other affiliate of Big Valley.

**8. Warranties Regarding Title.** Dealer covenants, guarantees and warrants that with respect to each Consigned Vehicle consigned by Dealer for sale through warrants that will respect to each Consigned Vehicle consigned by Dealer for sale through Big Valley; (a) title to the Consigned Vehicle will be transferred valid and free from all defects, liens and encumbrances; (b) Dealer has the right and power to sell and transfer title to the Consigned Vehicle; and (c) Dealer will defend title against all claims and demands of any person.

**9. Vehicle Identification Numbers.** No Consigned Vehicles will be offered for sale without a proper vehicle identification number plate. Big Valley reserves the right to refuse to sell any Consigned Vehicles on which the vehicle identification number plate appears marred or in any way altered or any Consigned Vehicle not originally manufactured for sale in the United States (European or Canadian conversions)

**10. Auction Procedure.** Consigned vehicles shall be sold in accordance with the Auction's Policies and Procedures, a current written description of which Dealer acknowledges was provided to Dealer with these Auction terms and conditions, and which are incorporated herein by reference and made part of the Auction Terms and Conditions as if set forth herein in full.

**11. No Warranties by Big Valley.** Big Valley is neither responsible for the accuracy of odometer mileage on the Consigned Vehicle nor the information contained in the odometer mileage statement. Big Valley does not make or guarantee and warranty, express or implied, including, without limitation, warranties of title, merchantability or fitness for a particular purpose, plates service policy, vehicle history or condition, year of manufacture or mileage with respect to any Consigned Vehicle. Big Valley, furthermore, disclaims the accuracy of any market information provided to Dealer through its computerized system or otherwise, which market information is provided as a courtesy to Dealer.

**12. Delivery of Vehicle.** Delivery of a consigned Vehicle purchased by Dealer at the Auction to the possession of Dealer before; (a) final payment is received by Big Valley; or (b) a valid certificate of title for the consigned Vehicle has been delivered to Dealer, is solely for the convenience of Dealer, and no title or ownership interest is conveyed or is intended to be conveyed to Dealer until both of these conditions have been met dealer is liable for all expenditures or any mileage on, or damage to any Consigned Vehicle occurring after the Consigned Vehicle is purchased by and delivered into Dealer's possession but before title is conveyed to Dealer. Neither Big Valley nor the selling Dealer shall be liable for any cost of repairs or other cost incurred by purchasing Dealer in the event title is not delivered and the purchasing Dealer returns the Consigned Vehicle. Big Valley shall not be liable for titles mailed and not received by the Dealer.

**13. Risk of Loss.** Big Valley shall not be liable or responsible for acts of God, fire, theft, collision, vandalism or any other damage sustained by any Consigned Vehicle while on or off the Auction premises. Dealer shall maintain such insurance on vehicles in Big Valley's possession as Dealer in its sole discretion shall determine, it being understood that Big Valley assumes no liability for loss or damage incurred while vehicles are in the possession of Big Valley.

**14. Indemnity.** Dealer shall indemnify, defend and hold harmless Big Valley, its parent company, affiliates, directors, officers, agents, and employees, from and against all liability, loss, damage, cost, expense, claim, suit or demand, including, without limitation, attorney's fees, and other legal costs, resulting from, arising out of or connected with, directly or indirectly, any of the following: (a) purchase and sale of Consigned Vehicles, including, without limitation, title services provided by Big Valley, odometer mileage statements, breach of Dealer's warranty of title, or alleged misrepresentations of a Dealer regarding vehicle title, history, or condition and (b) breach by Dealer of any other of these Auction Terms and Conditions.

**15. Dealer's Representations Regarding Taxes.** Dealer certifies that Dealer holds a certificate, license, or other permit, issued by the sales tax authority of the state or province, and if necessary locality of Dealer's automobile business or businesses which certificate, license or permit exempts Dealer from the payment of sales tax with respect to the purchase of Consigned Vehicles, and bears the number or numbers set forth in the Dealer Application. Any Consigned Vehicles purchases by Dealer at the Auction are purchased for resale in the form of tangible personal property in the regular course of business and are of the sort usually purchased by the Dealer for resale. In the event that the property is used for any purpose other than for resale, Dealer will pay directly to the proper taxing authorities such sale of use tax as may then accrue and be due and payable.

**16. Dealer's Representations Regarding Financial Information.** Dealer further represents and warrants that the financial and other factual information contained in the Dealer Application is true, complete and accurate. Dealer authorizes an investigation of Dealer's credit history and any other history deemed necessary by Big Valley, including, without limitation, Dealer's lending institution accounts listed in the Dealer Application. Dealer shall notify Big Valley immediately of: (a) any change of its principal financial lending institutions; or (b) any other material changes in the financial or other information contained in the Dealer Application, including without limitation, a change of ownership interest(s) in the Dealer whereby more than 10% of such interest is transferred by sale, purchase, gift, assignment or otherwise.

**17. Authorized Representatives.** Dealer authorizes the person(s) designated in the Dealer Application as "Authorized Representative(s)" to take or perform the following actions with respect to consigned Vehicles: (a) purchase and/or sell Consigned Vehicles and complete and execute on behalf of Dealer papers conveying title, including endorsement of the certificate of title, odometer statements, bills of sale and other similar documents in connection with the sale of all Consigned Vehicles; and/or (b) complete and execute on behalf of Dealer checks and/or drafts in connection with the purchase or sale of Consigned Vehicles. The authority of the Authorized Representatives shall continue in full force and effect until terminated by Dealer in writing actually received by Big Valley. New or additional representatives of Dealer must be authorized by Dealer in writing delivered in advance to Big Valley, Dealer guarantees, as principal, all transactions made at the Auction by Dealer's Authorized Representatives. No Authorized Representative shall be under the age of either (18) years and neither Dealer nor its Authorized Representative(s) shall bring any person under such age onto the Auction premises as a driver, assistant, observer or otherwise.

**18. Changes to Auction Terms and Conditions.** These Auction Terms and conditions are subject to change upon written notice to Dealer. Use of the Big Valley Card or completion of other business transactions through Big Valley subsequent to delivery by mail to Dealer's place of business of such written notice shall be evidence of Dealer's acceptance of any changes to these Auction Terms and conditions. Further, Dealer is subject to all other terms and conditions communicated in writing to Dealer, including, without limitation, terms and conditions posted conspicuously on bulletin boards or other signs located on the Auction premises.

**19. Waiver of Jury Trial.** Dealer knowingly and voluntarily waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with Big Valley's services, these Auction Terms and Conditions, or any of its provisions.

**20. Miscellaneous.** No waiver of the provisions hereof shall be effective unless in writing and signed by Big Valley. If any term, provision or section of the Auction Terms and Conditions is held invalid or unenforceable, under any statute or court decision, or any governmental rule or regulation, the remainder of

these Auction Terms and conditions shall remain effective. These Auction Terms and Conditions shall bind the respective heirs, executors, administrators, successors and assigns of Dealer and inure to the benefit of Big Valley and its successors, assigns and subrogates. These Auction Terms and Conditions and any and all agreements or authorizations executed by Dealer and inure to the benefit of Big Valley and its successors, assigns and subrogates. These Auction Terms and Conditions and any and all agreements or authorizations executed by Dealer or Big Valley in connection herewith shall be governed by and interpreted in accordance with the substantive laws of the State of Texas without resort to principles of conflicts of laws. By execution of these Auction Terms and Conditions, Dealer submits to the personal exclusive jurisdiction of the courts of the State of Texas and to venue in the County Courts at Law and District Courts of Hidalgo County, Texas and the federal courts of the United States, Sitting in the Southern District of Texas for the adjudication of any matters arising under or in connection with these Auction Terms and Conditions. Any action initiated by Dealer against Big Valley relating to these Auction Terms and Conditions shall be filed and conducted in said Courts. Big Valley may bring any suit against Dealer under or related to these Auction Terms and Conditions in any Court of Competent jurisdiction.



## **POLICIES AND PROCEDURES**

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**“ARBITRATION”**- Big Valley Auto Auctions follow NAAA Rules of Arbitration-current January 2010

**1. ANNOUNCEMENTS.** The following must be announced regardless of which light a vehicle is sold under, **excluding “AS-IS”**

- (a) Vehicles having miles of/or more than 100,000, odometer discrepancy, frame damage, flood damage, cracked blocks, diesels, and diesel conversions, paint and or body work (current calendar year and newer models.)
- (b) Salvage vehicles;
- (c) Rebuilt vehicles;
- (d) Municipal and commercial vehicles;
- (e) Recovered thefts;
- (f) Vehicles without air-conditioning;
- (g) Vehicles with missing, inoperable or deployed airbag;
- (h) Non four-wheel drive sport utility vehicles;
- (i) Vehicles not conforming to United States Department of Transportation (DOT) or Environmental Protection Agency (UEP-A) or similar state agency regulations or standards.

All selling announcements shall be made by auctioneers only, all representations by seller must be announced through the auctioneer. It is the Seller’s obligation to fairly represent the vehicle and to correct any errors made by the auctioneers as to “announced conditions.” It is the Purchaser’s obligation to watch lights and listen to “announced conditions.”

**Sale day is day 1 in arbitrations.**

The following items are not arbitratable.

- (a) Air Conditioning functionality will not be an arbitratable item.
- (b) Check Engine Lights are not arbitratable. (Arbitration must be mechanically specific.)
- (c) Inoperable radios, sunroofs, and power windows are not subject to arbitration.

**2. COMPLAINTS.** All complaints and rejections must be handled through the arbitration office by end of business day after the vehicle crosses the block.

\*\*\*With the exception that a vehicle fails PSI which would put it in arbitration status.

**3. "AS-IS".** Vehicles under \$2500.00 sold "AS-IS" are not subject to arbitration except for:

- (a) Unannounced salvage title; and
- (b) Odometer discrepancies. (Vehicles over ten years old \*Exempt\* are not subject to arbitration)
- (c) Frame reported within 7 days (Vehicle must be on auction premises on the 7<sup>th</sup> calendar day)(day 1 starts the day of the sale)

The sale of any vehicle that has been arbitrated becomes an "AS-IS" transaction. Purchase transactions not occurring at the block also shall be "AS-IS" transactions.

**4. FINALITY OF ARBITRATION.** No future arbitration will be permitted for any reason, with the exception of the following:

- (a) Unannounced frame damage reported within 7 days (not including structural damage resulting from normal use, and scratches, scrapes, jack lift marks and minor tie down marks not resulting from an accident);
- (b) Unannounced flood damage reported within 7 days;
- (c) Unannounced vehicles with a salvage or rebuilt history reported within 7 calendar days of receipt of title;
- (d) Cracked blocks reported within 24 hours after purchase;
- (e) Unannounced odometer discrepancy; (if in the odometer rules and guidelines)
- (f) Missing or inoperative EPA or DPT equipment must be reported. by end of business on sale day.
- (g) Any major deletions or additions to the original or advertised production specifications.

Item (d) is not subject to arbitration for vehicles sold "AS-IS" or having more than 100 miles from purchase miles;(e) and (g) must be reported by purchaser prior to leaving premises.

**5. RETURN OF VEHICLE BY BUYER.** If after arbitration the vehicle is returned to the seller for failure to announce one of the conditions listed in (a) through (g) above, seller shall pay seller and buyer fees. Buyer must notify BIG VALLEY of its intent to return any vehicle to the auction 24 hours in advance.

**6. VISIBLE DEFECTS.** Visible defects are not subject to arbitration.

**7. INOPERATIVE GAUGES.** Vehicles with inoperative gauges or lights, except for odometers as set forth above are NOT subject to arbitration.

**8. PAYMENT FOR VEHICLES.** BIG VALLEY is not obligated to pay for any vehicles for any reason.

**9. STOLEN VEHICLES.** Seller shall settle all stolen vehicles sold through the auction at the purchase price less 2% per month for every month from the date of sale.

**10. WINDOW INFORMATION.** Mileage and other information printed on the windows of any vehicle is for the convenience of the Dealer only. This information is not to be relied upon as complete and/or accurate and is not subject to arbitration.

**11. LATE TITLE.** Seller will be assessed auction fees (NO EXCEPTIONS)

- (a) If title is not received within 21 working days a late title fee will be charged of \$250.00
- (b) If the title is at the auction or in the mail to the buyer or the buyers draft is processed, the sale is "FINAL" and the vehicle may not be returned.
- (c) Auction will assist in obtaining a lost title for a fee. However, auction is not responsible for any titles lost in transit from seller or to buyer.

**12. POST SALE INSPECTIONS.** There is a \$75.00 charge. PSI will be completed with in 24 to 48 hours after purchase. Customers will receive a 7 day or 100 mile guarantee on all units with less than 100,000 miles. Any vehicle having over 100,000 miles will not be guaranteed once it has left the premises. Sale day is day 1 on all post sale inspections.

**13. ADMITTANCE RULES.** BIG VALLEY AUTO AUCTION IS A DEALER ONLY AUCTION, no retail customers are allowed. No one under 18 years of age is permitted into lane area. Drivers are not permitted onto lot or in lanes during auction. Guests are granted admittance with valid driver's license, but are not acknowledged as bidders.

**14. RIGHT OF REFUSAL.** Dealer's failure to comply with any or all of the auction Terms and Conditions or Policies may result in the suspension or termination of Dealer's privilege of transacting business with Big Valley, as determined solely in the discretion of Big Valley. Big Valley reserves the right to refuse to do business with any dealer at the sole discretion of Big Valley management.

**15. SELLING LIGHT SYSTEM.**

Green Light- Guaranteed by the seller not to have any single mechanical defect (except for above listed non-arbitratable items) cost more than \$400.00 to repair.

Yellow Light- Vehicle is sold with pre-announced declarations which are subject to arbitration.

Red Light "AS-IS" - The following vehicles must be announced and sold "AS-IS". Vehicles sold for \$2500.00 or less, vehicles having more than 100,000, salvage vehicle, police cars, cabs, municipal vehicles, motor-cycles, boats, trailers, recreational vehicles, modified and off road vehicles. Vehicles sold "AS-IS" are sold in their existing condition, with all faults, and without modification. Seller and Auction disclaim all implied warranties, and each are relieved from liability for any defects existing in the vehicle.



## **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

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This Release and Waiver of Liability and Indemity Agreement, ("Agreement"), is entered by and between BIG VALLEY AUTO AUCTION and \_\_\_\_\_ ("Dealer") in Donna, Texas, Hidalgo County/Corpus Christi, Texas, Nueces County, respectively..

WHEREAS, BIG VALLEY, owns and operates at the following: 4315 N. Hutto Road, Donna, Texas, and 5661 Agnes, Corpus Christi, Texas.

WHEREAS Dealer wishes as part of its pre-auction inspection to test drive certain vehicles at Auction prior to bidding on them at the auction.

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

**1. TEST DRIVE.** Dealer shall not test drive vehicles without permission, and only in area and under the terms and conditions specified by Big Valley, including obeying posted speed limits and all other traffic laws, and driving with seatbelts fastened.

**2. RELEASE.** Dealer hereby releases, waives, discharges, covenants no to sue, Big Valley, its officers, agents, or employees and the consignor of the test driven vehicle, form all liability for any loss or damage and any claim or demands therefore on account of injury to the person or property or resulting death of the Dealer, while the Dealer is in, upon, about or outside the premises of the auction test driving vehicles.

**3. INDEMNITY.** Dealer hereby agrees to indemnify and hold harmless Big Valley, its officers, agents partners and 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 the auction.

**4. ASSUMPTION OF RISK.** Dealer acknowledges that no representations expressed or implied are given regarding the condition of any vehicle to be test driven. 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 auction.

**5. SECURITY INTEREST.** Dealer hereby grants Big Valley a security interest in and right to set-off against any sums or vehicles held by Big Valley for Dealer's account, to secure payment for any damages caused by Dealer's test drive.

**6. MISCELLANEOUS.** Dealer further expressly agrees that the foregoing agreements are intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**7. ATTORNEY FEES.** The prevailing party in any dispute over this agreement shall be awarded court cost and attorney fees.

**8. GOVERNING LAW.** The laws and Courts of the State of Texas shall govern all questions or disputes relating to interpretations, performance, validity, enforcement, or effect of the agreement.

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# POWER OF ATTORNEY TO TRANSFER MOTOR VEHICLE

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This is to certify that I, \_\_\_\_\_  
Name of Owner

of the County of \_\_\_\_\_

and the State of Texas, do make, constitute and appoint:

\_\_\_\_\_  
Print Name

of the County of \_\_\_\_\_ and the State of \_\_\_\_\_, my true and lawful attorney,

for me and in my name, place and stead to sell, transfer, and assign for the title on the motor vehicles consigned to Big Valley Auto Auction Corpus Christi.

This completed and signed form grants my attorney full power and authority to do and perform all and every act necessary to transfer and assign the legal title to the motor vehicle consigned to Big Valley Auto Auction Corpus Christi.

If a Power of Attorney is used to apply for a certified copy of title, the person(s) signing must include a photocopy of their U.S. government issued photo identification (a state issued Driver License, a U.S. Government issued Identification Card, or a U.S. passport.

\_\_\_\_\_  
Name of Owner

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Address City State Zip Code

\_\_\_\_\_  
Date

**WARNING: State Law provides that falsifying information on any required statement or application is a third-degree felony.**

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