



0696 E State Road 26
 Hartford City, IN 47348
 (765) 348-4600 Business
 (765) 348-3900 FAX
 jhoward@barodge.com

Buyer Registration

Company Name:							
Address:							
City:				State:		Zipcode:	
Country (Outside US)							
Phone:			FAX:			Email:	
FID Number:				Retail Exempt Number:			
Dealers License Number:						State Issued:	
Web Username:				Web Password:			

Authorized Bidder (Print)		Signature	
Authorized Bidder (Print)		Signature	
Authorized Bidder (Print)		Signature	
Authorized Bidder (Print)		Signature	

Checklist

Buyer Registration Form	
Copy of current Dealer's License	
Copy of Driver's Licenses for all Bidders	
Sales Tax Exempt form	
Authorized Check Writing form from Bank	

I have read Barodge Auto Pool's Buyer Terms and Conditions and agree

Company Authorized Representative (Print)		Signature	
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Initials: _____

Barodge Auto Pool, Inc.
Buyer Terms and Conditions

As a registered buyer at the Barodge Auto Pool, Inc, you agree to be bound by the following Terms and Conditions. Barodge Auto Pool, Inc reserves the right to amend these Terms and Conditions at any time without prior notice to you.

There are three ways to bid on vehicles offered for sale at Barodge Auto Pool, Inc:

- Live Bidding - Buyers may attend our live auction in person. The auction starts at 10:00 a.m. on the scheduled sale date.
- Proxy Internet Bidding – At any BAP Live Auction, buyers may log into our website at <http://www.barodge.com> until 1 hour prior to the sale start time to submit bids electronically. The highest proxy bid received will compete against the bids taken during the live auction. Internet-only auctions will accept bids up to the bid closure time.
- Live Internet Bidding - Buyers may log into Barodge Auto Pool's Live Internet Bidding Software and submit bids electronically, in real time over the internet, to compete with the bids taken during the live auction.

Buyers may preview vehicles on the day of the scheduled sale and one day prior to the sale.

I. DISCLAIMERS

A. Vehicle Condition and History Disclaimer.

ALL VEHICLES ARE SOLD "AS-IS WHERE-IS".

All vehicles sold through Barodge Auto Pool, Inc are sold "AS-IS WHERE-IS", WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. Barodge Auto Pool, Inc and its vehicle suppliers expressly disclaim the accuracy or completeness of any and all information provided to buyers regarding vehicles, whether provided in written, verbal, or digital image. Vehicle Information provided by Barodge Auto Pool, Inc and its vehicle suppliers is for convenience only. Buyers shall not rely on Vehicle Information in deciding whether or how much to bid on a vehicle offered for sale through Barodge Auto Pool, Inc. Vehicle Information includes but is not limited to: year, make, model, condition, ACV, damage, drivability, accessories, mileage, odometer disclosures, vehicle identification number ("VIN"), title, digital pictures, repair estimate, repair history, title history, and total loss history. Barodge Auto Pool, Inc and its vehicle suppliers expressly disclaim any and all representations, warranties, and guarantees regarding vehicles sold through Barodge Auto Pool, Inc. Barodge Auto Pool, Inc does not guarantee that keys are available for any vehicle sold, regardless of whether keys are present in online vehicle images, or were present in the vehicle prior to the time of purchase. Barodge Auto Pool, Inc does not guarantee that vehicles meet or can be modified to meet local emission and/or safety requirements. It is the sole responsibility of buyer to ascertain, confirm, research, inspect, and/or investigate vehicles and any and all vehicle information prior to bidding on vehicles.

B. I agree that Barodge Auto Pool, Inc vehicles are sold “AS-IS WHERE-IS” and are not represented as being in a road worthy condition, mechanically sound, or maintained at any guaranteed level of quality. The vehicles may not be fit for use as a means of transportation and may require substantial repairs at buyer’s expense.

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C. Registration Laws Disclaimer. Barodge Auto Pool, Inc does not guarantee that any vehicle sold can be legally registered in any state or country, and buyer accepts all risks associated with variations in vehicle title and registration laws between states, provinces, and countries that may negatively impact the marketability of vehicles purchased at the Barodge Auto Pool, Inc.

D. Barodge Auto Pool, Inc is not responsible for defects, errors, or omissions related to motor vehicle department paperwork not processed by Barodge Auto Pool, Inc or made by the Indiana Department of Motor Vehicles.

II. SALE POLICIES

A. Barodge Auto Pool, Inc reserves the right to reject or cancel bids for any reason, in Barodge Auto Pool, Inc's sole and absolute discretion. Should a dispute arise regarding a bid, Barodge Auto Pool, Inc is the exclusive deciding authority with sole and absolute discretion in resolving disputes. Buyers agree to indemnify, defend, and hold Barodge Auto Pool, Inc harmless from any and all liability arising out of decisions made in resolving disputes.

B. Barodge Auto Pool, Inc may, in its sole and absolute discretion and with or without notice, postpone or cancel a sale or withdraw a vehicle from a sale. Barodge Auto Pool, Inc will neither have liability nor obligation to buyers as a result of any vehicle withdrawal, or sale cancellation or postponement.

C. The auctioneer makes all decisions as to the order in which bids are placed by Live Internet Bidders, Proxy Bidders, or Floor Bidders.

D. Proxy Bidding. Proxy Bids represent the maximum price you are willing to pay for the vehicle and the Barodge Auto Pool, Inc will bid on your behalf up to your maximum bid during the live auction. Barodge Auto Pool, Inc will only bid one increment over the current bid to maintain your position as the highest bidder. This allows you the possibility of purchasing a vehicle below your maximum bid.

E. Vehicles sold "ON-CALL" will not be released to buyers unless and until the seller notifies Barodge Auto Pool, Inc of its acceptance of the high bid. In some instances, it may take up to two working days for the seller to provide Barodge Auto Pool, Inc notification of high bid acceptance.

F. Barodge Auto Pool, Inc reserves the right not to release any vehicle for any reason.

G. Once a bid has been submitted, it cannot be retracted, deleted, or cancelled.

H. Risk of Loss. Buyer takes full responsibility and assumes all risk of loss for all vehicles purchased from the time Barodge Auto Pool, Inc accepts buyer's bid. From and after acceptance of buyer's bid, the buyer acknowledges that Barodge Auto Pool, Inc is acting as bailee of buyer's vehicle until such time as the vehicle is removed from Barodge Auto Pool, Inc's premises. Buyer agrees that under the terms of the bailment, (1) Barodge Auto Pool, Inc shall not be responsible for damage to or loss of the vehicle or parts thereof due to operational procedures in place at all Barodge Auto Pool, Inc facilities, from acts of theft or vandalism, or acts of God; (2) Barodge Auto Pool, Inc shall only be responsible for damage to or loss of the vehicle or parts thereof caused by the direct willful or grossly negligent act or omission of Barodge Auto Pool, Inc; and

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(3) Barodge Auto Pool, Inc shall not be responsible for any claim of damage made after the vehicle has left Barodge Auto Pool, Inc's premises, regardless of whether buyer, or any person on buyer's behalf such as buyer's agents, employees, or representatives, pick up the vehicle. Once a vehicle is removed from Barodge Auto Pool, Inc's premises it is accepted AS-IS, and under no circumstances will Barodge Auto Pool, Inc be liable for subsequent damage or loss of any kind or nature whatsoever. In the event Barodge Auto Pool, Inc is responsible, damages shall be limited to the lesser of (1) the amount of the diminution in value of the vehicle as reasonably estimated by Barodge Auto Pool, Inc, or (2) the purchase price (in which case buyer shall return the vehicle to Barodge Auto Pool, Inc). Barodge Auto Pool, Inc may, in its sole discretion, resell the vehicle at an Barodge Auto Pool, Inc sale, and the difference between the original sale price and the resale price shall be conclusive as to the amount of diminution of value, if any.

I. Import/Export Issues. It is the responsibility of the buyer to comply with customs import procedures applicable to foreign title vehicles. Customs inspection, import fees and proof of emissions compliance may be required.

III. MEMBERSHIP

A. Eligibility. Membership as a registered buyer at the Barodge Auto Pool, Inc is open to individuals 18 years of age and older. Barodge Auto Pool, Inc reserves the right to deny membership privileges to, or exclude from Barodge Auto Pool, Inc facilities, any individual or entity, in its sole and absolute discretion.

B. Registration. Registered Buyers must complete the buyer registration form, Registered buyers must provide copies of current dealer licenses, sales tax exemption certificates, and a copy of the dealer bond, if applicable. Buyer registration must be renewed annually by submitting copies of all current dealer licenses, and any information regarding change of ownership or address. Barodge Auto Pool, Inc reserves the right to increase registration and renewal fees at any time without notice.

C. Upon registration, Barodge Auto Pool, Inc will issue identification badges. The Barodge Auto Pool, Inc Id badge remains the property of Barodge Auto Pool, Inc and must be surrendered upon request. Barodge Auto Pool, Inc reserves the right to exclude any person from its premises not in possession of a valid Barodge Auto Pool, Inc ID badge.

D. Buyers are responsible for all account activity, including, without limitation, all Proxy bids and Live Internet bids submitted under Buyer's user id and password through <http://www.barodge.com> or placed during the live auction at Barodge Auto Pool, Inc facilities. Buyer's account may not be transferred or assigned to any person or entity. In the event a buyer's account, Id badge, or user id and password are used without authorization, buyer shall be responsible for all account activity and charges incurred prior to Barodge Auto Pool, Inc's receipt of written notice from buyer of the unauthorized activity.

E. Buyers shall comply with all applicable laws, statutes, ordinances and regulations regarding their use of Barodge Auto Pool, Inc's services.

F. Barodge Auto Pool, Inc reserves the right to suspend or revoke the membership of a buyer for any reason, in its sole and absolute discretion.

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G. Release of Liability and Indemnification. Buyers and their visitors irrevocably and unconditionally waive and release their rights (if any) to recover from Barodge Auto Pool, Inc, its directors, officers, employees, representatives, agents, subsidiaries, partners, and affiliates any and all damages, losses, liabilities, costs expenses, or claims therefore, whether direct or indirect, known or unknown, or foreseen or unforeseen, which may arise from or be related to bodily injury, property damage, or other occurrence which occurs on Barodge Auto Pool, Inc premises. Buyers agree to indemnify, defend, and hold Barodge Auto Pool, Inc harmless from any and all damages, losses, liabilities, costs or expenses (including attorneys fees), arising from claims made by buyer guests for bodily injury or property damage occurring on Barodge Auto Pool, Inc premises. Under no circumstances, including negligence, will Barodge Auto Pool, Inc be liable for any special, incidental, or consequential damages or lost profits that result from or are related to the sale, distribution, use of, or inability to use, any vehicle, even if Barodge Auto Pool, Inc has been advised of the possibility of such damages.

IV. FEES, PAYMENT AND DELIVERIES

A. Buyer fees, storage, late payment, and re-list fees applicable at each Barodge Auto Pool, Inc facility are subject to change without notice. A fee will be charged for each duplicate title requested. Buyer is solely responsible for ascertaining fees applicable prior to incurring any charges.

B. Payment for vehicles may be made by cashier's check, bank money order or cash. Acceptance of company checks is subject to prior approval by Barodge Auto Pool, Inc management. Buyers agree to be personally liable for payment of any cashier's check, bank money order or check that is dishonored. In the event of a dishonored cashier's check, bank money order, or check, Buyer agrees to make payment within two days after receipt of notice from Barodge Auto Pool, Inc of a dishonored check, and to pay Barodge Auto Pool, Inc's NSF check processing fee of \$25.00 U.S.D., and any and all collection costs including but not limited to, collection agency fees, and/or attorney's fees and court costs.

C. In the event a vehicle is not paid for within 30 days from the date the vehicle was sold, buyer agrees that Barodge Auto Pool, Inc may, in its sole and absolute discretion, cancel the sale, re-list the vehicle for sale, and buyer shall be responsible to pay a re-list fee of \$250.00 and the difference between the original sale price and the resale price, plus any collection costs, including court costs and reasonable attorney's fees. Buyers causing excessive vehicles to be re-listed are subject to suspension or revocation of their bidding privileges.

V. MISCELLANEOUS TERMS AND CONDITIONS

A. Dealer Vehicles: Dealers must submit the vehicle ownership documentation to an Barodge Auto Pool, Inc facility. Vehicles must be brought to the Barodge Auto Pool, Inc. three (3) business days prior to the sale in order for the vehicle to be sold at that sale. The sale fee will be charged for all vehicles that sell, do not sell, or that are not released.

B. Repairing vehicles on Barodge Auto Pool, Inc premises is strictly prohibited.

C. Anyone caught stealing or damaging vehicles will be arrested and prosecuted to the fullest extent of the law. This includes keys.

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D. A \$100 reward will be paid to anyone providing information leading to the arrest and conviction of individuals stealing or damaging vehicles at Barodge Auto Pool, Inc facilities. This includes keys.

E. Stay clear of electric fences at all times.

Buyer Service and Purchase Fees

Viewable via your login on our website <http://www.barodge.com>

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