

# ACME AUTO AUCTION

## REGISTRATION FORM

NAME: \_\_\_\_\_

or Business: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TODAYS DATE: \_\_\_\_\_

I \_\_\_\_\_, have read and understand the rules and regulations set forth by Acme Auto Auction as stated in the regulation form (5 pages). I understand and agree that by signing this and initialing the following pages I am expected to comply with all the rules and regulations. I also understand that not signing or initialing the following pages of this form will exclude me and or my company from participating in the auctions held at Acme Auto Auction.

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer Number: \_\_\_\_\_

By registering as a buyer ('Buyer') at Acme Auto Auction ('AAA') you agree to be bound by the following Terms and Conditions. AAA reserves the right to amend these terms and conditions at any time without prior notice to you (the Buyer). Terms and Conditions printed on auction lists, announced at the live auctions, and displayed or listed on AAA's Website at [www.AcmeAA.com](http://www.AcmeAA.com) become part of this agreement by reference.

**Eligibility** – Individuals wishing to register at AAA must be at least 18 years of age or older. Buyers must meet all requirements imposed by federal, state and local government laws and regulations. AAA reserves the right to deny or cancel membership of any individual or entity at its discretion.

**Registration** – Any individual or entity wishing to bid at AAA, either in person or via the Internet, must complete the buyer registration form, submit proof of identity (driver's license, state ID, passport, or any other government issued ID), and pay \$25.00 per auction or \$200.00 for the year (January- December). Wholesale purchasers must provide copies of current licenses. Membership must be renewed annually. That includes submitting copies of all current licenses, and any other information regarding change of address, phone numbers, etc. AAA reserves the right to increase registration and renewal fees at any time without notice.

**Authorized Bidders** – Businesses registered as a Buyer may authorize one individual to place bids on behalf of the company. All Bidders assume full responsibility for each of their bids, regardless of who they are bidding against.

**Guest** – Guests will be allowed to enter AAA only with a registered Buyer (must be at least 18 years old or older). Guest passes are \$25.00 per guest per auction. Guest passes must be displayed at all times. They allow admittance, but do not extend buying privileges. Only registered Buyers in good standing may bid on vehicles.

**ID Cards** – AAA will issue ID cards at the time of registration. *Replacement of lost or stolen cards will be available upon payment of a replacement card fee. AAA ID cards remain the property of AAA. ID cards must be surrendered at the request of AAA.* Admittance to the sale area will only be permitted upon presentation of valid ID card. ID card must be displayed at all times while on AAA premises.

**Account Responsibility** – Buyers are responsible for all transactions under their buyer number, including, without limitation all live bids placed by authorized bidders and bids submitted through AAA's Website. Accounts cannot be transferred or assigned to any person or entity. Titles will be signed over to registered buyers only; no open titles will be issued.

**Membership Cancellation** – AAA reserves the right to suspend or revoke the membership or buying privileges of a buyer for any reason.

**Release of Liability** – Buyers and their guests irrevocably and unconditionally waive and release their rights (if any) to recover from AAA, Acme Towing & Recovery, Inc., Acme Impound, Inc., New Mexico Towing, Inc. Valley Impound, Inc., Acme Auction LLC, its directors, officers, employees, members, representatives, agents, subsidiaries, and affiliates any and all damages, losses, liabilities, cost or 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 on AAA's premises. Under no circumstances, including negligence, shall any AAA or above mention entities and persons, be liable for any special, incidental, or consequential damage or lost profits that result from or are related to the sale, distribution or use of, or inability to use, any vehicle, even if AAA has been advised of the possibility of such damages.

**Cancellation or Withdrawals** - AAA may, at any time, in its sole and absolute discretion and with or without notice, postpone or cancel a sale date. AAA will neither be liable or obligated to the Buyer as a result of any auction postponement or cancellation. AAA reserves the right to withdraw from auction any vehicle for any reason, at any time, at its sole and absolute discretion.

**Fees** – The current Buyer Fee **per vehicle** is \$25.00, which is added to final bid price of the vehicle. General merchandise sold during the auction is **not** currently subject to a Buyer fee. Buyer, storage, late payment, and delivery fees applicable and are subject to change without notice.

**Payment** – Payment for vehicles must be made by 3:00 pm the day of the auction. AAA is a CASH ONLY auction. Wholesalers may pay with a Company check upon prior approval of Management. Buyer agrees to make payment within two days after receipt of notice from AAA of a dishonored check, and to pay NSF processing fee, and any and all collection cost including but not limited to, collection agency fees, and/or attorney's fee and court cost. Vehicles not paid for within specified timeframe will be subject to a late fee of \$20.00 per vehicle. Sales tax will not be charges on the sale price of the vehicle, as taxes will be paid upon transfer of the vehicle at Motor Vehicle Department. Titles and all paperwork will be given to buyer at time of payment.

**Reneg Fee** – In the event a buyer reneges on a vehicle, buyer agrees to pay AAA the renege fee of \$250.00. Buyer is also responsible for all collection costs including, but not limited to attorney fees and court costs. Bidding privileges will be suspended until the renege fee has been received. Any buyer that reneges on a second vehicle will have his bidding privileges revoked.

**Vehicle Removal** – Vehicles must be picked up within 4 business days (auction day plus 3 working days). If not picked up within specified timeframe there will be a storage fee of \$15.00 per day per vehicle. AAA urges bidders to pick up their vehicles immediately after the sale to ensure their protection. Vehicles remaining on AAA's premises after the sale will be at the sole risk of the Buyer. AAA will not recognize any claim for theft or damage, in whole or in part, after the vehicle title has been issued.

AAA will schedule for vehicle to be towed at an additional charge. Please talk to AAA management for details.

**Yard Rules** – No one under the age of 18 allowed access to AAA premises. No briefcases, backpacks, purses, and any like packages are not allowed in the sale area. No firearms will be permitted. Repairing or working on vehicles is prohibited in, around or on AAA premises. Anyone caught stealing or damaging vehicles will be arrested and prosecuted to the fullest extent of the law. This includes, but not limited to keys, stereos, or parts. A \$50.00 reward will be paid to anyone providing information leading to the arrest and conviction of individuals stealing or damaging vehicles on AAA premises. This includes, but not limited to keys, stereos, or parts. Upon completion of the auction no one will be allowed on the auction lot; vehicles will be brought out to buyer. Buyer must have a gate release for each vehicle before it will be brought out of secured lot.

**Consignment Vehicles** – All vehicles must be checked in by an AAA employee upon arriving at the yard. At that time the employee will mark the vehicle with a number and tell you where the vehicle needs to be placed within the auction yard. Vehicles will be randomly placed in auction sequence. All vehicles must be accompanied by its title and correct paperwork. Vehicles must be here by 2:00 pm the Wednesday the week before the auction. Call office at 505-877-4073 before bringing vehicle to make sure there is a spot available. A valid, transferable title must accompany all vehicles at the time of consignment. Consignor will be responsible to guarantee title on all vehicles sold at AAA. Consignor must have title in his or her name; unless it is a licensed dealer and then it must have a Dealers Invoice. AAA assumes no liability damage to any vehicles brought for consignment. Consignors must specify a minimum bid on all vehicles. Consignment fees are \$25.00 or 10% of the FINAL BID, (The \$25 Buyer Fee is not commissionable to the consignor), whichever is greater. Consignors will be paid after the buyer has paid. Checks will be ready the Wednesday following the auction. If the consignor would like their check to be mailed, please make sure to mark that on the Vehicle Consignment Form. If the vehicle does not sell the consignor has the option to leave it on AAA premises and re-run it in the next auction. There is a \$10 per month no sale fee per vehicle that must be paid before a vehicle is picked up. If the vehicle does not sell after the second auction the consignor must remove the vehicle by the Wednesday following that auction. If the consignor fails to do so there will be a storage fee of \$15.00 per day per vehicle and a lien processed against the vehicle.

**Condition of Sale** – All vehicles sold through AAA's auctions are sold "AS IS, WHERE IS", WITH NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. ALL VEHICLES ARE SOLD AS IN NON-RUNNING OR NON-OPERATING CONDITION. Any vehicle noted as a "runner & driver" simply means the vehicle was able to be parked under its own power. No warranty is made with respect to the accuracy of any information provided to Buyers regarding vehicles, provided in either written, or image form and Buyer should not base their bids solely on information provided for Buyers' convenience. Such information includes, but not limited to year, make, model, vehicle identification number (VIN), mileage, odometer disclosure, condition, actual cash value, estimated repair cost, damage

type, whether or not the vehicle starts and sale document. AAA does not guarantee that keys are available for any vehicle sold through AAA, regardless of whether keys are present in images online, or in vehicle prior to the time of purchase. AAA does not guarantee that vehicles currently meet or can be modified to meet local emission and/or safety requirements. AAA does not guarantee that vehicles sold can be legally registered in any state or country. It is sole responsibility of the Buyer to ascertain, confirm, research, inspect, and/or investigate vehicles and any and all information regarding the vehicle type, condition, and status of vehicles prior to placing bids.

**Disputes** – If a dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association before resorting to arbitration. The parties further agree that any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association. Claims shall be heard by a single arbitrator, in Bernalillo County, New Mexico. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The parties agree the maximum award will be amount paid for the vehicle(s) in dispute.

**Privacy Notice** - Information requested by AAA will be used solely for registration and account maintenance. It will not be disclosed to anyone without prior written consent of the Buyer. AAA does not sell information regarding its buyer base.

Revised 12/2020