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www.classiccarauction.us

## Dealer Registration Packet (BPAA)

Please complete the information provided in this packet and return the completed packet to [Jayda@bpautoauction.com](mailto:Jayda@bpautoauction.com) or fax to **877-763-2307** Billings Public Auto Auction (BPAA).

### Please Provide a Copy of the following:

- Current Dealers License
- Voided Check from Bank used for payments
- Bond
- W-9 (if incorporated)
- Bank Authorization and Fee Agreement
- Communication Preference & Authorization of Individuals
- POA
- Arbitration Agreement



## **Bank Authorization and Fee Agreement**

I, (print name) \_\_\_\_\_

agree to adhere to all payment and fee policies provided by Billings Public Auto Auction.

My signature below authorizes BPAA to verify that sufficient funds are in the checking account for check for the vehicle(s) I am purchasing.

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

Bank Address \_\_\_\_\_

\_\_\_\_\_

Bank Ph# \_\_\_\_\_

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

Authorized Signer Name: \_\_\_\_\_

Authorized Signer Signature: \_\_\_\_\_

PLEASE ATTACH A COPY OF A VOIDED CHECK FROM THE BANK OF PREFERENCE FOR PURCHASES

## Communication Preferences and Authorization of Individuals

Legal Name: \_\_\_\_\_

### List 1 or 2 Individuals for points of contact and authorization for purchases and sales:

1) Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zipcode: \_\_\_\_\_

Email: \_\_\_\_\_ Cell # \_\_\_\_\_

2) Name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_

City, State & Zipcode: \_\_\_\_\_

Email: \_\_\_\_\_ Cell # \_\_\_\_\_

### Individuals Authorized to contact regarding Titlework:

Name: \_\_\_\_\_

Email: \_\_\_\_\_ Cell # \_\_\_\_\_

My signature represents that the information provided to Billings Public Auto Auction (BPAA) in this registration form is true and accurate. The Undersigned, in representation of the above listed entity, also agrees to abide by the contractual information provided on the general consignment and registration forms and information posted and provided by BPAA. The additional individuals listed on this form have been provided to serve as agents/buyers for this company and this company is fully liable for the actions of these agents/buyers. BPAA reserves the right to cancel this agreement at any time and for any reason. By signing below, I also agree that it is my responsibility to notify BPAA if any of those listed above are no longer considered agents/buyers/representatives for this company.

DATE: \_\_\_\_\_ Authorized Signer Name: \_\_\_\_\_

Authorized Signer Signature: \_\_\_\_\_



# Power of Attorney

MVD Use Only

Title and Registration Bureau

1003 Buckskin Drive, Deer Lodge, MT 59722-2375 • Phone (406) 444-3661 Fax (406) 846-6039 • mvdtitleinfo@mt.gov

The power of attorney must be exercised by the person or company named on this form, and is only valid on the title or on the document for which the authority is granted.

If an **individual** holds the power of attorney, that person must write the name of the owner, followed by his/her signature and "POA." Example: Sharon Smith by Jane Doe POA (Sharon Smith is the owner and Jane Doe is the person named as representative on the power of attorney).

If a **business** holds the power of attorney, the representative of that business must write the name of the owner followed by the name of the business, and then his/her signature and "POA." Example: Sharon Smith by Morrison's Garage George Morrison POA.

<b>The vehicle owner/applicant must complete this section:</b>			
I (print your legal name)		Address, City, State and Zip Code	
Appoint (print the name of the business or individual)			
Address		City	State
			Zip Code
as my attorney in fact with full authority to execute any and all instruments, documents, affidavits, etc. to effect registration, transfer of title, application for title, or _____ in my place and stead on the following motor vehicle/vessel:			
Title Number	Year	Make	Model
Vehicle Identification Number		Color	License Plate Number
I state that the (check one) <input type="checkbox"/> five or <input type="checkbox"/> six digit odometer now reads (no tenths) _____ miles, date read _____ and to the best of my knowledge it reflects the actual mileage <b>unless one of the following statements is checked:</b>			
<b>DO NOT CHECK UNLESS APPLICABLE</b>		<input type="checkbox"/> The odometer reading reflects the amount of mileage in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. <b>Warning – odometer discrepancy.</b>	
Under penalty of law (MCA 45-7-203), I certify that the statements made and information contained on this form are true and correct to the best of my knowledge, information, and belief; I am the person named on this form; and, if signing for a business entity or trust, I have full authority to do so.			
Owner/Applicant Signature: _____		Date: _____	
<b>Notary Use Only:</b>			
State of	County of	Signed before me on (date)	Notary Stamp/Seal
by (clearly print name of person signing form)			
Notary signature			
<b>Purchaser (if applicable):</b> I certify that the odometer reading made above by the vehicle owner/applicant is correct.			
Purchaser's signature (this is my legal signature—only one signature is required)		Purchaser's printed name	
Date	If applicant is a firm or corporation, print full name		

# BILLINGS PUBLIC AUTO AUCTION (BPAA) ARBITRATION AGREEMENT

## 1. Fair and Ethical Sale

The sales made at BPAA are intended to promote fair and ethical treatment to both the Buyer and Seller. If BPAA determines that the transaction is not fair and ethical to either party, the Seller and the Buyer agree that BPAA may cancel the sale, at its sole discretion. Federal, State, and Local laws supersede these policies where applicable.

## 2. BPAA Auction Role in Sale

- a. BPAA makes no representations or guarantees on any vehicle sold or offered for sale.
- b. BPAA is not a party to the contract of the sale. The sales contract is between the Seller and Buyer only.
- c. All vehicles bought or sold on the premises must be processed through the BPAA office. Failure to do so will result in suspension of trading privileges at BPAA.
- d. BPAA reserves the right to review any audio/video documentation to verify the accuracy of a sale.
- e. Any vehicle consigned with BPAA is 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 quasigovernmental agency.

## 3. Auction VIN Policies

All vehicles consigned must have a visible public Vehicle Identification Number (VIN) plate attached to the vehicle by the manufacturer or state inspector (state reassigned VIN only). Those vehicles having a reassigned VIN plate by the State in place of the original VIN plate must be announced or will be subject to sale cancellation or Buyer return. Auction reserves the right to refuse the sale of any vehicle in which the VIN plate appears to be altered in any way.

### II. Sale Light System

BPAA has a standard light/video display system to describe the condition and/or disclosures related to the vehicle being sold. The system is defined as:

1. Green Light – Ride and Drive: The green light signals that this vehicle is guaranteed under the conditions outlined in this policy by the seller. Any defects or issues requiring disclosure per this policy should be announced using the green and yellow lights.
2. Yellow Light – This light is an indication to the Buyer that the Auctioneer or Selling Representative has made announcements that qualify/clarify the condition or equipment and limit arbitration of this vehicle in conjunction with the green light or when "limited guarantee" is announced.
3. Red Light – As-Is: Vehicles selling under the red light will only qualify for arbitration under the rules outlined in this policy. (As-Is dollar amount, model years, and mileage are subject to local auction policy).

### III. Seller Responsibilities

1. Seller will be held responsible for the accuracy and completeness of all representations or descriptions. This includes handouts, catalogues, vehicle markings, condition information or vehicle listings and verbal or written statements made by Seller, BPAA, Auctioneer or Selling Representative at the time of sale. This includes the condition report written by or on behalf of the seller as per the "NAAA Generic Condition Report Position Statement". The Seller understands that the sale light/video display is a binding arbitration representation of vehicle condition, and is therefore responsible for ensuring that their vehicles sell under the correct light in the lane.
2. Mileage announcements are not required for vehicles that are 10 years or older and/or deemed exempt from Odometer and Title disclosure laws unless a mileage discrepancy is known or apparent to the seller. The Seller may represent miles on exempt vehicles; any disclosures made by the Seller and all known odometer discrepancies are grounds for arbitration.
3. Title discrepancies must be announced including, but not limited to: not actual miles, salvage, theft recovery, stolen vehicle, flood damage, Lemon Law buybacks and trade assist.
4. If a vehicle is being offered for sale by a third party, an announcement of "3rd Party Seller" is required. Disclosure requirements and time limits are subject to local auction policy.
5. Announcements are required for any matters that relate to the safety or integrity of the vehicle including as per the stated dollar threshold and disclosure requirements stated in this policy, all requirements under local, state or federal statutes or regulations. Announcements must be made both verbally and disclosed on the auction invoice/sale contract/bill of sale or equivalent document in a physical or online auction environment.
6. The announcement of the presence of warning lights does not exempt a Seller from arbitration responsibilities as defined by the policy. The issue/defect found to be the cause of the light may be arbitrated within the stated time period and dollar amount threshold according to Appendix 1.
7. The availability of a manufacturer's warranty shall not affect a Buyer's right to arbitrate a vehicle. Regardless of the warranty coverage in terms of the root cause of the complaint, an announcement may be required.
8. In the event of a successful arbitration by the Buyer, the Seller is responsible for reimbursement of all reasonable documented expenses incurred by the Buyer (excluding profit, commissions and detail charges) on vehicles arbitrated for undisclosed conditions. Reimbursements that qualify under these guidelines will be at the sole discretion of the Auction and will be limited to the reasonable and documented expenses at auction (wholesale) repair cost.
9. Seller will not be paid for vehicles in arbitration until arbitration is settled and vehicles are sold. For arbitrations occurring after the seller has been paid, seller is required to promptly return the payment to the auction if the transaction is voided as a result of arbitration.

### IV. Buyer Responsibilities

1. Prior to placing bids, the Buyer is responsible for inspecting the vehicle, listening to and reviewing any verbal or written announcements and disclosures made by the Seller, BPAA, Auctioneer or Selling representative. Buyers are also responsible for reviewing all pertinent information available online, including, but not limited to, announcements, disclosures, condition reports, pictures and online listings. Buyers are also responsible for observing and understanding the sale lights (Green, Green/Yellow, Yellow/ Red, and Red), which identify various sale conditions for the vehicle. Once the vehicle is sold, the Buyer must review the Auction sales receipt or appropriate document to confirm the vehicle price, disclosures and announcements are correct before legibly printing and signing their name or digitally/electronically signing the Auction sales receipt or appropriate document.
2. It is strongly encouraged that a Buyer should have a Post Sale Inspection (PSI), warranty or assurance product from the auction on vehicles purchased.
3. Buyer agrees to be liable for any and all work done to a vehicle (including a vehicle purchased as title attached, unavailable or absent) prior to returning the vehicle to Auction except on vehicles arbitrated for undisclosed conditions not detectable through vehicle inspection, including but not limited to, not actual miles, salvage, theft recovery, stolen vehicle, flood damage, Lemon Law buybacks and trade assist.
4. The Buyer is financially responsible for any pending sale and assumes all risk of loss until arbitration is final.
5. The Buyer or Buyer's agent (transporter or driver) must document any damage on the gate release prior to removing the vehicle from the Auction or facilitation service provider's location. BPAA or facilitation service provider and Seller will not be responsible for any damage not identified on the gate release once the vehicle is removed from the location.
6. 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 claim, without the prior approval of Auction. Time is of the essence. Any failure on the part of the Buyer, after becoming aware of said claim, to notify BPAA of any claim in a timely manner or failure of the Buyer to cooperate in defending any such claim shall relieve Auction and seller of any liability under this policy.
7. A vehicle is not considered returned until received, inspected and approved for return by BPAA management. Any vehicle returned must be in the same or better condition as when sold. Any vehicles delivered to and left on BPAA premises without BPAA approval remain the sole responsibility of the Buyer. Buyer assumes all risk of loss. Vehicle must be returned in a timely manner consistent with Auction direction.
8. The Seller/Auction shall not be liable for any vehicle sale or repairs made by the Buyer before the title is received by the Buyer. If the title has been mailed from BPAA to Buyer, Buyer may not return vehicle. If the Seller presents a valid negotiable title to the Auction within close of business on the next day (excluding weekends and auction observed holidays) from the time that the Buyer notifies the auction of their intent to return the vehicle, then the transaction will stand.

### V. Title Arbitration Policy

1. All titles submitted by Seller must be in Seller's company name on title or on a properly executed reassignment form. The Seller guarantees the titles of vehicles that are sold through Auction. This guarantee of the title warrants that the title shall be marketable and free and clear of all liens and encumbrances. This includes any brand (such as "salvage") noted upon the current or any prior certificate of title unless such encumbrances were announced at the time the vehicle is sold through BPAA and for a period of four (4) years from the date of sale. Seller's liability under this title guarantee shall never exceed the Auction sale price (the "maximum amount") of the vehicle, and this maximum amount shall be reduced by two percent (2%) per month following Auction sale date. All liability under this title guarantee shall

- expire and terminate four (4) years after Auction sale date. BPAA will not be responsible for any expenses incurred on vehicles returned for late title.
2. Seller warrants, represents and guarantees possession and conveyance of a certificate of title, properly executed, valid in the state where the transaction is occurring and clear of all liens and encumbrances (except current year DMV fees in California), and seller warrants and will defend the title against the claims and demands of all persons whatsoever.
  3. Seller will ensure that the title must be reassigned directly to Buyer. Any title assigned directly to facilitating auction will not be accepted.
  4. Seller will not be paid for vehicles until a transferable title is received.
  5. BPAA accepts no responsibility for non-titled vehicles sold without title. Seller must announce the vehicle being sold with a bill of sale only and that there is no title to transfer. All non-titled vehicles and equipment will be sold "As-Is."
  6. If the title problem is due to a clerical or coding error, or incomplete documentation, BPAA shall be given reasonable time after receiving notice to have the error corrected.
  7. Applications or other documents related to a duplicate title will not be accepted, unless announced as such or if allowed by the appropriate jurisdiction.
  8. Where legal by municipal and/or state law, any vehicle being offered for sale with a foreign (non-US) title, must be disclosed prior to the sale by the seller. Disclosure requirements and time limits are subject to local auction title policy. Vehicle must be legal to sell in the United States.
  9. Seller has up to a maximum of (see BPAA Title Policy) calendar days for title to be received by BPAA. (Sale day is Day 1). After (BPAA) calendar day period, it is the Buyer's option to return the vehicle or wait a reasonable period of time for the title. If, after 90 calendar days, Seller has not produced negotiable title and Buyer has not returned the vehicle, this title guarantee shall not apply and Auction shall have no duty to produce the certificate of title to the Buyer and shall have no duty to pay Seller.
  10. Vehicles lacking lien release or a valid repo affidavit for a repossessed vehicle (where allowed by law) must be sold "Title Attached/Title Unavailable/Title Absent," with the Blue light on.
  11. In regard to defect in title, and in any matter relating to odometer mileage, odometer statements, or damage disclosure statements: Seller and Buyer agree to indemnify and hold harmless Auction from any liability, loss costs, damage or expense, including attorney fees which may arise either directly or indirectly from the sale and purchase of the consigned vehicle including but not limited to title services provided.
  12. Whenever any claim is made by any person against the title of a vehicle, whether by suit or otherwise, the Buyer, after becoming aware of said claim, shall immediately notify BPAA. This involves giving full particulars of claim cooperating fully in defending any legal action, and in taking other steps to minimize possible loss.

## VII. Arbitration Guidelines

Vehicles that have any of the defects outlined in Appendix I that were not disclosed by the seller or announced at the time of sale must be reported to BPAA within the time frame noted below in order to be eligible for arbitration. Vehicles must be returned to Auction in the same or better condition than when purchased with no more than (auction choice) miles.

1. Time Period: Refer to Appendix I for arbitration time periods. Sale day is Day 1. Arbitration shall end at the close of business as determined by each Auction on the last calendar day in the time period.
2. Process: Any single mechanical defect that has a repair cost of \$500 or more is subject to arbitration on vehicles sold under qualifying lights and lack of announcement by the seller per Appendix I. Each vehicle transaction is allowed one chance at arbitration. The arbitrator will inspect only the defect that is on the initial arbitration claim. Repair costs will be determined by the auction and will reflect the auction cost to repair. If price adjustment is made and accepted, vehicle becomes "As-Is, No Arbitration" property of the Buyer, and is not subject to any further arbitration. The auction management makes the binding decision upon both the Buyer and Seller on all arbitration matters.
3. Fees: BPAA reserves the right to assess an arbitration fee to the Buyer. If the arbitration is valid, BPAAS reserves the right to assess an arbitration fee to the Seller in addition to any charges associated with the arbitration.
4. Not subject to arbitration:
  - a. Vehicles exceeding 20 model years, with the exception of trailers, RVs, and watercraft, which cannot be arbitrated if they exceed 10 model years.
  - b. Kit vehicles, homemade vehicles, or modified vehicles are sold "As-Is" and cannot be arbitrated for odometer, structural issues, warranty books, or model year.
  - c. Inherent Conditions: No arbitration can be based on conditions that are inherent or typical to a particular model or manufacturer. Manufacturer warranty guidelines will be used where applicable to determine whether the condition is inherent.
  - d. Manual Transmissions: Vehicles with standard (full or partial shift) transmissions cannot be arbitrated for manual clutch assemblies unless the defect will not allow a safe test drive.
  - e. Wearable Items: BPAA will not arbitrate vehicles for wearable items normally worn vs excessively worn or inoperative (not inherent). For purposes of this policy wearable items are defined as parts of the vehicle that the manufacturer recognizes the need for replacement/adjustment during the expected life of the vehicle driven the average miles per model year (15k) These items are normally identified in the Owner's Manual for routine check and replacement and would include, but are not limited to, air ride suspensions, tires, wipers, brake pads, shoes, rotors, belts, hoses, lubricants/fluids, timing belts, bulbs, filters, shocks and struts.
  - f. Unsafe vehicles: BPAA reserves the right to reject any vehicle that management judges to be unsafe.
  - g. Vehicles may not be arbitrated based solely upon information provided in Electronic Data Vehicle Histories (EDVH) or printed EDVH reports. BPAA and Seller are not bound by information listed in EDVH. Examples of EDVH include Carfax, AutoCheck, NMVTIS, etc. The facilitating Auction may investigate vehicle history based on information found in EDVH for information that may impact arbitration.
  - h. BPAA is not bound by vehicle grades or other types of scoring systems placed upon the vehicle. Buyers may only arbitrate a vehicle based upon damage or defects that were present at the time of the sale of the vehicle.
  - i. Vehicles with more than (100) miles from time of sale, or seven calendar days after sale date.

## VIII. Structural Damage

**Alteration or Certified Structural Repair or Replacement Policy** The purpose of the NAAA Structural Damage Policy is to define and clarify terminology associated with structural issues and to specify the disclosure requirements of the seller for vehicles offered at NAAA affiliated auctions. The policy is intended to provide adequate disclosure to the buyer for informed purchase decisions and to limit arbitrations for the seller. This policy, along with the main BPAA Arbitration Policy will serve as the primary criteria for all arbitration proceedings.

1. Definitions
  - a. Vehicle Structure-The main loadbearing platform of a vehicle that gives strength, stability and design exclusivity and to which all other components of the vehicle are fastened. For purposes of this policy, there are three macro types:
    - i. Unibody - A type of structure whereby the floor pan assembly, roof bows/braces, pillars, etc. are bonded together into one unit, thereby eliminating the need for a separate conventional structure
    - ii. Unibody on Frame-A type of structure whereby a unitized structure is bolted to a conventional structure.
    - iii. Conventional Structure-A type of structure consisting of two symmetrical rails (beams) connected by various cross-members.
      - b. UVMS-Used Vehicle Measurement Standard. The commercially acceptable measurement deviation from the vehicle's original structural specification in order for any deviation not to be considered structural damage.
      - c. Permanent Damage (aka "Kinked" or "Broken")- The result of two or more objects striking or coming together at a significant change in velocity that permanently deforms the structural component(s) rendering it nonrepairable per the manufacturer.

## 2. Recommended Disclosures

- a. Structural Damage-Damage to the structure or a specific structural component of the vehicle. Often referred to as frame damage, although it also applies to Unibody and Unibody on Frame structures in addition to Conventional Frame.
- b. Certified Structural Repairs/Replacement-Repairs to a specifically identified structural component of a vehicle that has been certified to be within the Used Vehicle Measurement Standard (UVMS).
- c. Structural Alteration -An alteration to the vehicle's structure including a lengthened or shortened frame, a modified suspension, or the installation or removal of after-market accessories.

### 3. Seller Disclosure Requirements

Sellers must disclose permanent structural damage, any structural alterations, structural repairs or replacements (certified or noncertified) as outlined in this policy prior to selling a vehicle at auction regardless of sales channel or light condition. Disclosures are required for the following:

- a. Any/all existing permanent (nonrepairable aka kinked or broken) structural damage as defined in this policy
- b. Improper and/or substandard prior repairs (not meeting OEM repair guidelines)
- c. Repairs not certified using OEM guidelines or to be within the UVMS Improper alterations to the structure Lengthened or Shortened structure verified by visual inspection.
- d. Altered suspension that requires the structure to be modified from its OEM form.
- e. After-market accessories installed or removed to the structure.
- f. Towing packages installed (or removed) where new holes are drilled, OEM holes are enlarged, or if the towing package is welded or brazed to the structure.
- g. Multiple access holes (regardless of size) or singular access holes greater than 5/8". Access holes between 1/4" and 5/8" are subject to disclosure based upon location and condition of structural component.
- h. Corrosion of structural components determined by one or more of the following; when the substrate loses its shape, the original bonds near the affected area are loose or are no longer in existence, the original thickness of the substrate has been changed by more than 25%, the affected area no longer possesses its absorption or deflection properties.
- i. Structural tear damage (i.e. transport tie down) if more than 1" in length (measured from tear start/stop points)
- j. Damage due to improper jacking or lifting that permanently deforms structural components outlined in this policy.
- k. Damage due to contact with parking abutments and/or road debris that permanently deforms structural components outlined in this policy.
- l. Roof bows/braces that have been modified, have existing permanent damage or removed. A replaced roof skin is not a required disclosure in terms of the Structural Damage Policy.
- m. The C pillar/quarter or Cab panel may or may not be a structural component(s) as per the vehicle manufacturer.

### 4. Arbitration Rules for Structural Damage

Alteration, Certified Repairs or Certified Replacement

- a. A vehicle may be arbitrated if it has undisclosed existing permanent damage alteration, Certified Repairs or Certified Replacement, which should have been disclosed under this policy, even though the vehicle is within the UVMS. If a structural issue is properly disclosed, the vehicle may only be arbitrated for improper repair of the designated area, existing permanent damage or repairs to other areas of the vehicle not disclosed, or for failure to be within the UVMS that was verified by visual inspection.
- b. Damaged or replaced radiator core supports or rear body panels do not require a structural disclosure under this policy.
- c. Damage to the aprons, rail floor pan assembly, inner wheelhouse (upper or lower), D pillar (if equipped) or other ancillary structural components on a unitized structure in the area where the radiator core support or rear body panel attaches will require a disclosure if permanent damage exists.
- d. Brazed exhaust hangers are not a required disclosure under this policy.
- e. Facilitating auction will, at its discretion, have a vehicle measured according to the UVMS at a facility of its choice. Prior to sending the vehicle for measurement, the auction reserves the right to complete a visual verification of the physical condition of the vehicle to determine that it should be measured. If the measuring facility determines that the vehicle is within the UVMS, the buyer of the vehicle will be responsible for the charges paid to the facility. Likewise, if the measuring facility determines that the vehicle is not within the UVMS, the seller will be responsible for the charges paid to the facility.
- f. Visual evidence supersedes any/all mechanical or electronic measurements.
- g. For measurements according to the UVMS, the following guidelines will apply:
  - i. The vehicle structure must measure to a total tolerance of no more than +/- 8 millimeters (mm) of published specification of length, width and height at control points that capture the front (2), center (4) and rear (2) sections of the vehicle.
  - ii. Symmetrically (comparative measure from side to side and point to point based on point measurement), the length, width and height must measure to a difference of no more than 6 mm. Upper body measurements (tram gauge) by themselves will not be adequate.
- h. Buyer must arbitrate any/all structural misrepresentations as outlined in this policy within published timelines (outlined in the main Arbitration Policy Guidelines) from date of purchase (purchase day counts as Day One).
- i. The buyer must contact and follow the arbitration process of the auction where the vehicle was purchased including the auction's direction for return of the vehicle and the timeframe allowed for the vehicle to be returned.
- j. In the event of improperly disclosed structural damage by the seller, the buyer will be entitled to reimbursement in accordance with the main Arbitration Policy.

### IX. Flood, Damage Policy

Vehicles are frequently exposed to moisture during their ordinary operation, maintenance, and reconditioning. Occasionally, such exposure may leave residual marks or indicators similar to those left by exposure or immersion of the vehicle in floodwater. In determining what conditions require disclosure or in arbitrating vehicles for flood exposure/damage it is critical that the total condition of the vehicle be considered including VIN data history. Disclosure requirements can be found in Appendix I.

#### 1. Disclosure Not Required

No disclosure is required nor is arbitration allowed for the following types of water exposure, provided that none of the components outlined below are damaged:

- a. Rain, snow or sleet due to open windows, doors or tops or leaking seals.
- b. Car wash or rinse water.
- c. Carpet or upholstery shampooing or cleaning.
- d. Stream, pond, puddle or floodwater that does not rise above the rocker panel or otherwise enter the passenger compartment.
- e. Stream, pond, puddle or floodwater that enters the luggage compartment, but does not damage any electrical components (such as lighting or wiring harness) or does not enter the passenger compartment.

#### 2. Disclosure Required

Disclosure is required and arbitration shall be allowed under the following conditions:

- a. The title has been correctly branded indicating flood history of the vehicle.
- b. Any of the following components have been damaged due to stream, pond, puddle or floodwater immersion/ingress:
  - i. Front or rear internal lighting or wiring harnesses
  - ii. Engine and its major components
  - iii. Transmission and differential
  - iv. Dash instrument panel and wiring
  - v. Passenger seat cushions
  - vi. Power seat functions or window motor
  - vii. Major sound system components

By signing this below, I am stating I have read and agree to abide by the BPAA Arbitration Agreement.

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Signature

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Date



## Dealer ONLY Buy/Sell Fees (BPAA)

### SELL/BUY FEES

PRICE	FEE
\$1-299	85
\$300-499	110
\$500-999	135
\$1000-1499	160
\$1500-1999	185
\$2000-2999	210
\$3000-3999	235
\$4000-4999	260
\$5000-5999	275
\$6000-7499	285
\$7500-8499	285
\$8500-9999	285
\$10,000-14,999	310
\$15,000-19,999	360
\$20,000-24,999	400
\$25,000 & UP	400 + \$10 per 1,000

**\$50 ADDED TO EACH INTERNET PURCHASE**

**\$125 \*OPTIONAL\* ADDED TO EACH  
SALE GUARANTEE FOR FRAME & MECHANICAL  
INSPECTION**

**As Is, No Warranty** – Vehicles are sold with no guarantee and cannot be rejected for any reason.

**Sale Guarantee** – As follows:

1. The motor does not knock.
2. The transmission shifts correctly through all the gears.
3. The 4 wheel drive works correctly in all ranges.

Vehicles sold “Sale Guarantee” that do not pass inspection are subject to unwind and/or arbitration.

### TERMS & CONDITIONS

1. All Bidders must register according to the rules above.
2. A buyer fee is added to the price of the winning bid.
3. All online buyers will have an additional \$50 added to fees of the winning bid.
4. Purchasers may be subject to local and state sales tax.
5. Titles on purchased vehicles will be processed upon receipt of a marketable title from seller.
6. All purchases must be paid for prior to removal of vehicle from the Auction.
7. All vehicles are sold As-Is if purchased online via the internet auction. Vehicles offered “Sale Guarantee” on the block, and purchased online, can be sent to “Frame and Mechanical”, for \$125.00. Vehicles that don’t pass can be rejected, or sent to arbitration.
8. All title branding issues (salvage, rebuilt, mileage discrepancy, etc.) are the responsibility of the consigner and shall be disclosed upon check--in prior to the auction.
9. Undisclosed or mis--represented information about the vehicle may result in a nullification of the sale. Consigner is subject to all auction sale fees if sale is rejected due to misrepresentation.

## BILLINGS PUBLIC AUTO AUCTION (BPAA) BILL OF SALE TERMS & AGREEMENT

Seller sells, assigns and transfers unto Buyer all of the Seller's right, title and interest in and to the Vehicle described on the front of this instrument (the "Vehicle"). Seller represents and warrants to Billings Public Auto Auction (BPAA) and Buyer as follows: (i) Seller is the lawful owner of the Vehicle; (ii) Seller has the lawful power and authority to sell the Vehicle; and (iii) title to the Vehicle is free from and all liens or encumbrances whatsoever. Seller agrees it shall indemnify BPAA and Buyer, including payment of attorney and any portion of this instrument. If Seller is a corporation, trust partnership limited liability company or limited liability partnership, by the execution of this agreement, the individual executing this instrument personally guarantees the obligation to indemnify BPAA and Buyer as a result of a breach of the representation and warrant above or any portion of this instrument.

### SECURITY AGREEMENT

Buyer grants a security interest in the Vehicle and in any other vehicle purchased by Buyer at BPAA (collectively, the "Inventory") Buyer also covenants and agrees that BPAA may take whatever steps are necessary to perfect its security interest in the Inventory, including but not limited to, the execution and filing of a UCC-1 financing statement on Buyer's behalf and to take all steps necessary to perfect BPAA's security interest in the inventory.

### OTHER TERMS AND CONDITIONS

Buyer represents and warrants that it shall have paid all amounts due and owing for the purchase of the Vehicle (including auction fees) within ten (10) days of the date thereof, or within such other time period as has been mutually agreed to by the parties, in writing. In the event Buyer fails to pay the requisite sum on or before the required date, Buyer consents and agrees that BPAA shall be entitled to any and all remedies available under the Uniform Commercial Code, including, but not limited to, the right to repossess the Vehicle or unit of Inventory.

All parties acknowledge that BPAA neither buying nor selling the Vehicle and Buyer and Seller jointly and severally agree to indemnify BPAA, including payment of attorney and paralegal fees and costs, and hold BPAA harmless, from and against any and all claims of loss or liability which may arise from the purchase and sale of the Vehicle.

IN the event BPAA participates in any mediation, arbitration or in the resolution of any dispute arising between the Seller and Buyer relating to the condition or price of the Vehicle, Seller and Buyer here by waive any claim of liability against BPAA, its employees, officers and agents with respect to its participation in such dispute.

Seller and Buyer acknowledge receipt of understand and agree to abide by BPAA's Rules, Policies and Procedures, copies of which have been supplied to, or which are available to, Seller and Buyer

Buyer and Seller agree to execute and deliver all document which in the estimation of NPAA are necessary for the purpose of fully consummating this transaction and for the purpose of carrying out the terms and provisions contained this instrument, including but not limited, the Odometer Disclosure Statement mandated by the Federal Truth in Mileage Act of 1986, 49 C.F.R. 580.5(f) and any and all of the federal and or state mandated laws and regulations. Buyer and Seller both acknowledge and agree that BPAA is not a "person transferring ownership of a motor vehicle" as defined in 49 U.S.C. 3205(a)(1) and BPPAA makes no representation or warranty of the accuracy or lack of the odometer reading of the Vehicle. Buyer and Seller hereby waive and release BPAA of any claim they have against BPAA for the accuracy or lace of an odometer statement. IN the event such a claim is levied against BPAA, both Buyer and Seller jointly and severally agree to indemnify BPAA, including payment of attorney fees, paralegal fees and costs, and to hold BPAA harmless from and against any and all such losses or claims.

Seller agrees that any amounts that it owes to BPAA may be deducted fro the proceeds due the Seller

Buyer agrees that he has examined the Vehicle and accepts Vehicle and title in its present condition, including any faults or latent defects The Buyer agrees to purchase the Vehicle for the purchase price shown, that, before selling for this Vehicle, Buyer has checked the serial and or engine numbers o the Vehicle with those of the title, Buyer has checked the actual condition of the Vehicle with its description and recommendation, if any when offered for sale at BPAA and that upon making settlement in cash or by check in lieu of cash to consider the transaction fully consummated. Buyer represents and warrants that, at the time a check is presented to BPAA as payment; sufficient funds are present in the Buyer's account to cover such instrument. In the event any stop payment order of a check or giving a check with is returned marked "insufficient funds" shall be deemed by the parties to be prima facie evidence of fraud existing at the time of the transaction was consummated, and shall be construed by the parties as intent to defraud in order to consummate the transaction.

BPAA GUARANTEES THE TITLE of the described Vehicle to be FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES at the time of the execution of this instrument. This representation and warranty shall expire eight weeks from the date of sale as shown on face of this Contract. The amount of BPAA's liability under its guaranty of title shall never exceed the amount of the commission paid BPAA for the services it renders in auctioning the Vehicle. BPAA's guarantee applies only tot stolen vehicles and mortgage liens and specifically excludes child-support liens and other judgments liens.

If BPAA is required to make a claim as a result of this transaction against either seller or Buyer, any agent or employee of Seller or Buyer, or an insurance carrier insuring or bonding Seller or Buyer, then BPAA shall recover, in addition to the amount of the claim and costs incurred in the claim, a reasonable attorney's fee and paralegal fee, regardless of whether suit is filed, including appellate fees and costs. Auction Management reserves the right to void a transaction. Any amount owed to BPAA by Buyer or Seller shall accrue on the unpaid balance of any such claim at the rate of 1.5% per month or the maximum allowable rate BPAA may charge under Montana law, whichever is lower