



Public Terms and Conditions

Name (print):	Customer Number:
Street Address:	Phone Number:
City, State:	Zip Code:

By signing this document, you represent and agree that the above information is true and accurate and that you will update Manheim if it changes. You authorize Manheim to do any credit or eligibility checks on you it deems appropriate. You also confirm that you have read and agree to the Terms and Conditions that follow.

Signature: _____

Date: _____

Terms and Conditions

Thank you for attending Manheim. In these Terms and Conditions ("Terms"), "Auction," "we," "us," and "our" refer to Manheim and its affiliates, and "you" and "your" refer to you as a customer at our auctions. By attending our auctions as a bidder or using any of our services, you agree to abide by the Terms detailed below, as amended from time to time:

I. General Provisions

1. We are merely the auctioneer and are not a party to any transaction between vehicle buyers and sellers. We are not the seller or transferor of any vehicle you purchase at auction, nor the buyer or transferee of any car you sell.
2. We may amend these Terms from time to time by posting updates online at Manheim.com and will revise the effective date when we do so. You agree that the most current version of these Terms will apply to your business with us.
3. You can find auction schedules, sales lists, and additional information by visiting our web page or by contacting us for details.
4. Unless announced otherwise during the sale, all units are sold with reserve, and the auctioneer may bid for the seller up to the reserve.
5. Auction retains the right to unwind any transaction. Otherwise, all sales are final.

II. Registration

6. You must register with us, obtain a buyer number, and be in good financial standing with us before you may submit a bid or buy a vehicle, goods, or merchandise at Auction. You must be 18 years or older to register. You must submit a copy of a government-issued photo ID, a completed W-9 form, any required registration fee(s), a cash (or cash equivalent) deposit, and any other documentation required by Auction with your registration form.
7. You authorize us to pull, gather, obtain, receive, share, disseminate, and disclose financial, credit, and transactional information about you in our discretion, including, without limitation, consumer reports, credit histories and limits, buy and sell histories, check information, collateral location and status, and eligibility status (for purposes of this paragraph, "Your Information"), from and with credit bureaus, financial institutions, trade creditors, government agencies (including the Office of Foreign Assets Control (OFAC)), affiliates and third parties, including without limitation AuctionACCESS, Auction Insurance Agency, other auction companies, marketing partners, and other customers, for any reason we deem necessary, including, without limitation, assessing your creditworthiness, collecting any outstanding debt you may owe now or in the future, and you hereby ratify any such prior acts. The information sharing authorized herein is in addition to any information sharing authorized in any applicable Manheim privacy policy. You may opt out of allowing your consumer report (if any) to be shared among our affiliates or disseminated or disclosed for marketing purposes (only) by writing to Manheim, ATTN: Credit Bureaus, 400 Northridge Road, Suite 800, Atlanta, Georgia 30350.
8. You agree we are a private, invitation-only business, and we reserve the right to suspend or revoke your privileges at future auctions, without prior notice to you, if you fail to comply with our payment requirements, if you violate these Terms, or otherwise in our discretion.

III. Fees and Payment

9. Each purchase you make at Auction will be subject to a buyer's fee, as well as any applicable state and local taxes. You agree to pay all fees and charges of Auction for services rendered. Any fees, including buyer's fees, late fees, renege fees, membership fees, title fees, and storage fees can be found on the current fee schedule applicable to the relevant Auction location and available in our office. We may change any of these fees, prior to a given sale, without notice at our discretion.
10. This is not a financial product or credit arrangement. You must pay in full for all vehicles, goods, or services you purchase on sale day, absent other written arrangements with Auction. If the amount due (including fees) is not paid when due, you will be in default of your purchase obligations and may be required to pay a late fee and/or default interest.
11. Any vehicle you purchase will be subject to daily storage fees if left on the Auction premises, and you assume full responsibility for the vehicle and damages thereto, whether left inside or outside the Auction's premises.
12. You agree to pay any collection costs, attorneys' fees, and court costs we incur if we place your account with an attorney for collections or take legal action to collect fees and charges from you.
13. We do not accept personal checks or credit cards. All purchases, payment of fees, and deposits must be made in the form of cash, money order, or cashier's check. If payment for a vehicle is made by cashier's check, title and ownership will not pass until the check has been honored.
14. You agree that Auction may use and set-off against any deposit or any other amounts or property due to you to satisfy any obligation you have to Auction or its affiliates.



Bidder No. _____

Name: First _____ MI _____ Last _____

Business Name: _____

Address: _____

City: _____ State: _____ Zipcode: _____

Cell Phone #: _____ Email: _____

Public Auction Policies:

- All public attendees **MUST** be registered and pay the \$1000 deposit via certified funds. If you are the registered owner of a repossessed vehicle and received a notice of intent letter from the lien holder, you may have free viewing access to the lane in which the vehicle will be offered for sale. A safety vest and security escort will be provided.
- **Each and every public bidder** registrant is required to fully complete this form. In the event of **default (i.e. failure to pay for a purchased vehicle)**, the registrant will pay all costs of collections including reasonable attorney fees. You must present a **valid U.S. driver's license** and be registered as a public bidder for this week in order to bid. Registrants will be issued a pink safety vest that must be worn at all times.
 - Vehicles can be previewed every Wednesday between the hours of 12:00 PM to 4:00 PM. Registration starts at 8:00 AM Thursday morning. Not all vehicles are available to public. Please ask if the vehicle of interest is available for public sale before registering.
 - A \$1000 deposit in the form of a blank money order(s) is required before you are allowed to enter the lanes to bid. Upon making the deposit and registering, you will receive a bidder badge (necessary for the auctioneer to take your bid) and a pink safety vest. Your bidder badge will be taken by the block clerk if you are the high bidder. If you want to purchase a second vehicle, you must pay for the first purchase and place a second \$1000 bidding deposit in order to get a second bidder badge so you can bid again. Buyer will be charged a buyer's fee in accordance with Auction policies and prices.
 - In the event of a **default**, you are liable for, the Auction's costs and resale losses, to which the \$1,000 deposit will be applied. You are also responsible for all costs of resale and collections including reasonable attorney fees.
 - Deposit will be refunded same day if no purchase is made. Return to registration window and present bidder badge to receive back your \$1000.00 deposit. All Vehicles **must be paid in full before 4:00 PM Thursday**. Accepted form of payment is money order(s) only. Money order(s) must be payable to Manheim in the amount of \$1000 less than what is owed if you want to have your deposit applied against the purchase price and fees.
- This auction acts solely as an agent to the seller and, in this respect, the registrant is not permitted to hold the auction liable concerning any contract of sale or as a transferor of any vehicle.
- All vehicles are sold "**AS IS, WHERE IS**", without warranty or guarantee, either expressed or implied, as to their merchantability or fitness, their condition of any part thereof, including their suitability for purpose, quality, year of manufacturer, size or model.
- The AUCTION sale is conducted by the auction rules, which are posted and incorporated herein.
- Mileage, model, and other information printed/written on the window of the sale vehicles or in Auction Catalogs is for the convenience of the Buyer and is not to be relied upon as accurate or complete. Buyers should satisfy themselves as to year, mileage, model type, and /or equipment by viewing the actual vehicle prior to bidding. The Auction will not arbitrate vehicles based on incorrect information printed/written on a vehicle or in the catalog.
- Registrants are advised to inspect the vehicle they wish to bid on prior to the sale and will accept it in its present condition at the time of sale.
 - Vehicles may be started; however, they may not be driven or moved out of its assigned spot. After inspection of vehicle, engine must be shut off. Engine revving and tampering with the vehicle is prohibited.
- All registrants must be 18 years or older to attend. No children or pets are permitted.

I hereby **AGREE to these Policies** : Signature: _____

Printed Name: _____ Date: _____