

# **Auto Pro Buys**

## **Motor Vehicle Listing Agreement**

This agreement lays out the terms of the Auto Pro Buys Motor Vehicle Listing Agreement. By submitting your information in this form, you acknowledge that Auto Pro Buys will list your vehicle on a Third-Party Exclusive Dealer Listing Platform.

### **Odometer Disclosure and Title Agreement**

Federal and state law require that seller state mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment and may make seller liable for damages. Seller agrees to complete a preliminary odometer disclosure statement attached hereto as Exhibit A at the time of signing this Agreement and to promptly execute any and all necessary documents including without limitation the title transfer and a final odometer statement upon sale of the vehicle (defined below) pursuant to the terms of this Agreement.

### **Vehicle; Reserve Price.**

During the Term of this Agreement, Auto Pro Buys agrees to list the vehicle set forth on Exhibit B (the "Vehicle") for sale. Exhibit A and Exhibit B is hereby incorporated in and made part of this Agreement by reference. Seller shall provide Auto Pro Buys with a copy of the Vehicle's Certificate of Title upon execution of the Agreement. Seller acknowledges and agrees that this Agreement does not constitute a consignment sale and that Auto Pro Buys will purchase the Vehicle from the seller. If the Reserve Price is not met, this Agreement will automatically terminate and the Vehicle will be retained by the Seller. Auto Pro Buys and Seller agree on the selling price of the vehicle before the vehicle is listed on the platform. No reduction of price shall be made without the express written consent of Seller.

### **Fees**

Seller shall pay Auto Pro Buys a fee in the greater of (i) \$499.00 or (ii) five percent (5%) of the final sale price ("Sale Price") of the vehicle (the "Listing Fee"). The Listing Fee will be deducted from the Sale Price paid to the Seller. Seller understands the Vehicle will undergo a frame inspection prior to the Selling of Vehicle.

### **Payment of Sale Price**

Auto Pro Buys will pay Seller the Sale Price, less (i) the Listing Fee, (ii) the Listing Fee and/or cost of authorized repairs (if applicable), and any liens within 2 business days following the Vehicle's title transfer to Auto Pro Buys.

## **Term**

This Agreement shall commence on the Effective Date until \_\_\_\_\_ (the "Term"). If the Vehicle is not sold prior to the end of the Term, this Agreement shall automatically terminate without any further obligation except for the Seller's payment of any authorized repairs as set forth in this Agreement.

## **Warranties**

Seller represents and warrants that: (i) Seller possesses the true and lawful title to the Vehicle and has full power and authority to enter into this Agreement; (ii) the Vehicle is free and clear of all liens and encumbrances except as disclosed on Exhibit B; (iii) the Vehicle is not subject to any civil or criminal actions, investigations or complaints except as expressly disclosed on Exhibit B; (iv) Seller will maintain valid motor vehicle registration and insurance for the Vehicle for the Term of this Agreement; (v) Exhibit A and Exhibit B is true and complete in all respects. UNDER NO CIRCUMSTANCES WILL AUTO PRO BUYS OR ITS AFFILIATES BE LIABLE TO SELLER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGE OR EXPENSES RELATED TO THE ACTIVITIES GOVERNED BY THIS AGREEMENT AND IN NO EVENT WILL AUTO PRO BUYS BE LIABLE FOR ANY LOSS OF USE, DATA, REVENUES OR PROFITS (WHETHER OR NOT DEEMED TO CONSTITUTE A DIRECT CLAIM). SELLER AGREES THAT THE AGGREGATE LIABILITY OF AUTO PRO BUYS AND ITS AFFILIATES TO SELLER WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY SELLER TO AUTO PRO BUYS FOR THE APPLICABLE VEHICLE GIVING RISE TO THE LIABILITY.

## **Seller Obligations**

During the course of Seller's engagement with Auto Pro Buys, Seller agrees that Auto Pro Buys shall have the exclusive right to list the Seller's Vehicle for sale. Seller agrees not to advertise, list, post or otherwise transfer any rights to the Vehicle to any other party during the course of Seller's engagement with Auto Pro Buys. Seller must deliver the applicable Vehicle to an Auto Pro Buys facility within one (1) business day and during regular business hours. Auto Pro Buys will purchase the Vehicle from the Seller upon delivery of the Vehicle to an Auto Pro Bids facility after it passes an inspection by Auto Pro Buys personnel. The Seller agrees to cooperate with Auto Pro Buys and complete any and all necessary documents for the consummation of the Vehicle's purchase. In the event a Vehicle sustains damage, is involved in an accident (whether reported or otherwise), the vehicle has more than 150 additional miles on odometer from original reading when listed or a Vehicle's condition changes in any way prior to Seller's delivery to the Auto Pro Buys facility, Auto Pro Buys may terminate the sale immediately ("Authorized Use").

## **Indemnification**

Seller shall indemnify Auto Pro Buys, its directors, officers, managers and employees from and against any and all judgement, liabilities, losses, penalties, damages, interest, awards, costs and expenses including reasonable attorneys' fees and costs of suit incurred by any such indemnitees in connection with and Auto Pro Buys shall defend and hold harmless any and all such indemnitees from and against

any and all claims, causes of action, demands, administrative actions, proceedings and investigations brought or asserted by a third party arising from or relating to Seller's (i) breach of this Agreement, including all covenants, representations and warranties set forth herein; (ii) fraud, negligence, willful misconduct or violation of the applicable law; and (iii) damage to property or injury to persons, including death arising from Seller's acts or omissions,

8. Entire Agreement; Modification. This Agreement and all Exhibits attached hereto contains the complete and exclusive Agreement of the parties and is governed by the laws of the state of Oregon without regard to its principals of choice of law. Seller may not subcontract or otherwise delegate Seller's right or obligations under this Agreement to any third party without Auto Pro Buys prior written consent. This Agreement supersedes any prior written consent. This Agreement Supersedes any prior Agreements and representations between the parties regarding the Vehicle. No modification, amendment or waiver of this Agreement is enforceable against either party unless agreed to in writing by both parties.