



**Advanced
Remarketing
Services**

BIDDER REGISTRATION AGREEMENT

This agreement is entered into by and between ADVANCED REMARKETING SERVICES, INC., a Rhode Island corporation with a principal place of business in Warren, Rhode Island ("ARS") and the bidder ("Bidder").

Whereas, ARS maintains a Vehicle Bidding Module ("ARS Bid Module") at: website <http://www.arscars.com/> (the "ARS Website"), that permits authorized dealers and dismantlers to bid on vehicles ("VEHICLES") owned by third parties, including insurers ("Vehicle Owners"), following assignment to ARS for purposes of managing claims or the disposition thereof; and

Whereas, Bidder wishes to be granted access to the ARS Website to submit bids on VEHICLES pursuant to the terms and condition set forth in this Agreement and on the ARS website

Now, therefore, for good and valuable consideration, the parties hereto agree as follows:

1. Registration.

- a. **Licensing Status.** Bidder represents and warrants that it holds all licenses, registrations, permits and qualifications required under applicable state and federal laws to transact its business as presently conducted, including, but not limited to, licenses to transact business as an automotive dealer or dismantler, as applicable, in all jurisdictions where Bidder transacts such business. Bidder must comply with all applicable laws, statutes, ordinances and regulations regarding use of ARS's service and governing bidding upon and purchase of VEHICLES. Bidder is required to maintain in good standing its automotive dealer or dismantler license, as applicable, throughout the course of its registration with ARS. Bidder shall promptly notify ARS in writing of any change in its licensing status. Licenses must be renewed and submitted to ARS prior to expiration in order to retain active Bidder status.
- b. **Registration.** Registration is required to bid on VEHICLES through the ARS Website. Bidder must submit to ARS copies of current automotive dealer or dismantling licenses, and completed sales tax exemption certificates. ARS reserves the right to deny or suspend Bidder's registration the ARS Website at any time at its sole discretion.
- c. **Authorized Bidders.** Bidder must notify ARS in writing of all individuals authorized to submit bids on behalf of Bidder. Limits as to the number of authorized individuals on Bidder's account may be imposed at the sole and absolute discretion of ARS. Notification shall include the name, telephone number, fax and email address of each authorized individual named on Bidder's account. ARS shall be entitled to conclusively rely on any communication received by ARS purporting to be from any such authorized individual unless Bidder has notified ARS in writing prior to such communication that the individual is no longer authorized to submit bids on behalf of Bidder.
- d. **Term of Agreement and Renewal.** The term of this Agreement shall be one (1) year and shall automatically renew for successive one (1) year terms thereafter; provided that either party may terminate this Agreement for any or no reason at any time upon thirty (30) days' written notice to the other party. All terms and conditions of this Agreement shall remain in effect during the cancellation notice period.

2. Bidding/Bidding Rules.

- a. **Bidding.** Bidder may place bids on VEHICLES via web page, telephone, fax or by or by use of proxy bid stating the terms upon which bids are automatically placed.
- b. **Bidder Rules**
 - i. **Submission of Bids.** Bidder may, but is not obligated to, submit bids on one or more

VEHICLEs posted on the ARS Website. Bidder shall be obligated to complete all transactions for VEHICLES on which Bidder is notified by ARS that it is the "Award Bidder".

- ii. **Account Responsibility.** Bidder is responsible for all transactions on its account. In the event of unauthorized use of Bidder's login information, Bidder shall be responsible for all charges incurred prior to receipt of written notice by ARS advising of such unauthorized use.
- iii. **Contacting Suppliers Prohibited.** Contacting Suppliers Prohibited. Bidder may communicate only with ARS on VEHICLES offered for bid on the ARS Website. Bidders agree not to contact, directly or indirectly, companies, claimants or clients represented by ARS.

c. **ARS Discretionary Authority.**

- i. **Submission of Bids.** ARS may in its sole discretion for any reason or no reason reject or void bids made by Bidder at any time. Bidder agrees to hold ARS harmless from any and all liability arising from decisions made by ARS with respect to whether or not to accept or award a bid.
- ii. **Auction Cancellation.** ARS may at any time, in its sole and absolute discretion and with or without notice, postpone or cancel a bidding opportunity, whether before or after a bid is submitted. ARS will neither be liable or obligated to Bidder as a result of any auction postponement or cancellation.

d. **Effect of High Bid.**

- i. **High Bid Does Not Imply Ownership or Sale.** A high bid or "Award Bid" made by Bidder and acknowledged by ARS does not in any way imply transfer of ownership or the sale of a VEHICLE.
- ii. **Obligation to Purchase Vehicle.** If Bidder's bid has been acknowledged by ARS as the high bid or "Award Bid", Bidder's bid shall be deemed accepted and Bidder shall be obligated to purchase the vehicle, subject only to the condition that ARS notifies Bidder no later than 60 days after bid acknowledgement that the title is available to be transferred to Bidder.

3. **Vehicle Transportation, Delivery and Storage.**

- a. **Transportation of Vehicle to High Bidder's Facilities.** The ARS Bid Module will indicate to prospective bidders whether delivery or pickup is required for each VEHICLE. Where delivery is required, the ARS Bid Module will provide an estimated cost of vehicle delivery.
 - i. **Delivery.** ARS will coordinate and manage pickup, transportation and delivery of total loss VEHICLES bid through the ARS Bid Module. For all VEHICLES to be delivered to Award Bidder pursuant to the ARS Bid Module, whether or not total loss units, ARS will be responsible for managing the time and date of pickup and delivery, and Bidder shall be responsible for payment of all pickup, transportation and delivery charges in connection therewith.
 - ii. **Pickup.** Non total loss VEHICLES and VEHICLES not accruing storage may require pickup by Award Bidder. If Award Bidder is a party to a current tow contract with ARS or has authorization to tow pursuant to the terms hereof, then Award Bidder may be required to pick up total loss VEHICLES.
 - 1. **Pick Up Times.** Award Bidder shall pickup or coordinate pickup of the VEHICLES at the place designated by ARS. Total loss VEHICLES must be picked up in accordance with applicable tow contract. Non-total loss VEHICLES must be picked up within 48 hours of receipt of assignment from ARS. Award Bidder shall contact the location where the VEHICLES is being stored prior to pickup in order to arrange a mutually convenient pickup time.
 - 2. **Pick Up Expenses.** Award Bidder is responsible for all expenses it may incur in retrieving vehicles. ARS does not authorize the payment of advance or field charges without prior approval.

3. **Risk of Loss.** Award Bidder is responsible for all risks associated with transportation of VEHICLES.
 4. **Delays or Problems with Pick Up.** Generally, VEHICLESs are cleared of all advance charges prior to assignment. In the event of pickup delays or problems, Award Bidder shall immediately notify ARS and the parties shall work together in good faith and with due diligence to attempt to resolve all such problems.
- b. **Award Bidder Authorization to Tow.** Bidder may make written request of ARS for authorization either to tow VEHICLES for which it is the Award Bidder or to subcontract with third parties that will provide tow services for such VEHICLES, by checking the box below and completing, executing and delivering Appendix A-Award Bidder Authorization to Tow attached hereto. Bidder shall be authorized to provide or subcontract and be responsible for tow services in accordance with, and subject to, the terms of Appendix A only if ARS shall have returned to Bidder the executed Appendix A submitted by Bidder. Upon Bidder's receipt of Appendix A executed by ARS, Bidder agrees to observe and perform, and cause any third party tow company to observe and perform, each of the terms of Appendix A-Award Bidder Authorization to Tow, all of which are hereby incorporated in this Agreement and made a part hereof. Bidder shall not be authorized to provide or subcontract for tow services unless Appendix A has been executed by ARS. Bidder agrees to indemnify ARS and its clients and their customers for and hold ARS and its clients and their customers harmless from and against, any and all losses, damages, liabilities, costs and expenses, including court costs and attorneys fees and expenses, (i) arising out of any breach by Bidder or its third party tow service of any of the terms of Appendix A or (ii) in connection with the tow services provided pursuant to the terms thereof. ARS' authorization of Bidder to provide or subcontract and be responsible for tow services may be revoked at any time at ARS's sole discretion upon not less than 24 hours' notice to Bidder.
 - c. **No Ownership.** Pickup by or delivery to Award Bidder shall not constitute a sale or transfer of ownership of any VEHICLE. The sale or transfer of ownership of VEHICLES shall be governed by Section 4 hereof.
 - d. **High Bidder Vehicle Storage Responsibilities.** If Bidder is accepted by ARS as Award Bidder on a VEHICLE:
 - i. **Storage.** Bidder shall be required to store the VEHICLE at no charge for up to 60 days from the date Award Bidder first takes possession, or until the proper sale documents, title, salvage title if applicable, and odometer statement ("Title Documents") are received and transmitted by ARS to Bidder. Bidder may not resell, post for resale, dismantle, remove any parts or otherwise work on the VEHICLE until Title Documents have been transmitted to Bidder by ARS.
 - ii. **Security of the Vehicle.** Bidder shall be responsible for the security of any VEHICLES stored by it, following retrieval of the VEHICLE in the case of pick-up, or upon the VEHICLE's arrival at Bidder's facility in the case of delivery.
 - iii. **Return of Owner Plates and Personal Belongings.** While VEHICLES are in storage at Bidder's facility, Bidder will assist ARS with all requests to return license plates and personal belongings.
 - iv. **Failure to Procure Executable Title.** In the particular case where Title Documents cannot be obtained by ARS within 60 days, Bidder shall assist and cooperate with ARS in releasing and returning the VEHICLE as directed by ARS or, at Bidder's option, shall accommodate ARS with any reasonable extension of time requested by ARS.
 - e. **Return of VEHICLES.** Prior to the sale or transfer of ownership of a VEHICLE to Bidder pursuant to Section 4 below, ARS may in its sole discretion for any reason or no reason instruct Bidder to release the VEHICLE to ARS or another party designated by ARS.

4. **Sale.**

- a. **Sale.** If Bidder is Award Bidder of a VEHICLE, its sale or transfer of ownership by Vehicle Owner to Award Bidder shall be deemed complete only after (i) ARS has received, on behalf of Vehicle Owner, payment in full from Bidder and (ii) Title Documents have been received and transmitted by ARS to Bidder.
- b. **Titles and Documents of Sale.** ARS agrees that, upon its receipt, on behalf of Vehicle Owner, of payment in full from Bidder, ARS shall promptly transmit Title Documents to Bidder. Where

necessary, Bidder will furnish to ARS copies of Title Documents, signed by Bidder as required, completing the transfer of ownership to Bidder.

5. **Payment.**

- a. **Payment Due Upon Receipt of Invoice.** ARS shall transmit an invoice to Bidder for each VEHICLE for which Bidder is Award Bidder, upon ARS's receipt of Title Documents. Each invoice shall set out amount due to Vehicle Owner for the purchase of VEHICLE, together with all fees and other charges due to ARS. ARS shall be responsible for remitting amounts due to Vehicle Owner out of proceeds received from Bidder. Bidder's payment in full is required according to the invoice terms. Payments received after the due date stated on the invoice will be subject to additional fees as set forth thereon and shall be considered grounds for de-registering Bidder. ARS shall be entitled to recover attorneys fees for any action commenced to collect past due amounts from Bidder. Title Documents will not be transferred to Bidder until ARS has received, on behalf of Vehicle Owner, payment in full for the VEHICLE.
- b. **Application of Funds.** Money received from Bidder will first be applied to late fees, relist fees, or any outstanding balance before being applied to payment of any current charge. Also, money will be applied to unpaid invoices in order of invoice date, with the oldest outstanding invoices being paid first. If more than one VEHICLE is purchased on the same day, ARS reserves the right to decide which VEHICLE are deemed paid first.
- c. **Fees.** The following fees, where applicable, will be set forth on the invoice, and are due according to the provisions of this Agreement.
 - i. **Transaction Fee.** Bidder will be charged a transaction fee for each VEHICLE sold or transferred under this Agreement in accordance with the terms then specified in the ARS Bid Module on the ARS Website. The transaction fee will be noted on each invoice issued at time of sale or transfer and is payable as above.
 - ii. **Duplicate Title Fee.** There will be a \$30.00 fee assessed per title for all requests of duplicates, plus applicable State fee.
 - iii. **Returned Check Fee.** All checks returned for non-sufficient funds will incur an additional fee of \$100.00 per check. Titles and/or items may be withheld from Bidder until Bidder pays in full the amount of the returned check plus any fees incurred. This payment must be made by a wire transaction or with certified funds.
- d. **Taxes.** Bidder is responsible for the payment of any sales, use, and excise taxes and any other taxes required by local, state or federal law in connection with the storage, transportation and sale of VEHICLES pursuant to this Agreement.
- e. **Accepted Methods of Payment.** Payment for VEHICLES may be made by wire transfer, cashier's check, or money order. Credit Cards, company and personal checks will only be accepted with prior approval by ARS, and must be in the name of the Bidder registered with ARS.

6. **Disclaimers.**

- a. **Vehicle Condition and History Disclaimer.** VEHICLE information provided by the ARS Bid Module and ARS Website is accurate to the knowledge of ARS without investigation. ARS and its vehicle suppliers expressly disclaim the accuracy or completeness of any and all information provided to Bidder regarding VEHICLES, whether provided in written, verbal, or digital image form. Description of damage is as identified by an outside party, and as with any wrecked/damaged item, there is always the potential for missed and/or hidden damages. VEHICLE information is provided for convenience only. ARS and its vehicle suppliers are not responsible for any losses or damages incurred by Bidder as a result of information provided on the ARS Website regarding the condition of a VEHICLE. All VEHICLES offered for bid by ARS have been damaged and are offered for sale "**AS IS, WHERE IS**", **WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND ON ANY ITEM SOLD, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**
- b. **DMV/MVD Paperwork Disclaimers.** ARS is not responsible for defects, errors, or omissions (i) related to motor vehicle department paperwork not processed by ARS, or (ii) made by the department of motor vehicles of the applicable jurisdiction.
- c. **Registration Laws Disclaimer.** ARS does not guarantee that any VEHICLE sold to Bidder can

be legally titled and/or registered in any state or country, and Bidder accepts all risks associated with the variations in vehicle title and registration laws between state, provinces, and countries.

- d. **Limit of Liability:** IN NO EVENT SHALL ARS OR ITS VEHICLE SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, THAT RESULT FROM OR ARE RELATED TO THE SALE, DISTRIBUTION, USE OF, OR INABILITY TO USE, ANY VEHICLE OFFERED ON THE ARS Bid Module.

7. **Confidentiality.** Each party shall keep confidential and not use, and Bidder shall require any subcontractor to keep confidential and not use, for any purpose other than the performance of obligations of such party under this Agreement, all confidential or proprietary business information of the other party including, but not limited to, any and all information relating to insureds, claimants and donors, and any and all client lists and client information, pricing and rates for services, sales information, marketing information and promotion plans, trade secrets, procedures, business methods, ideas, concepts, know-how, techniques and methodologies, discussed or disclosed in the course of performing this Agreement (the "Confidential Information"). Confidential Information of the disclosing party shall not include any information (i) previously known to the recipient party, (ii) independently developed by the recipient party without reliance upon or reference to information from the disclosing party, (iii) acquired by the recipient party from a third party which was not under an obligation to the disclosing party not to disclose such information, (iv) which is or becomes publicly available through no breach by the recipient party of this Agreement, or (v) which is required to be disclosed by a federal or state court or regulatory agency in compliance with applicable law, provided that disclosing party is given advance notice and an opportunity to protect disclosure of such information. Bidder agrees not to, and to require any subcontractor not to, distribute or disseminate verbally, electronically, in print or otherwise, ARS's Confidential Information in whole or in part to anyone other than employees who have been advised of its confidential nature and who need to know such Confidential Information in the performance of this Agreement.

8. **Miscellaneous.**

- a. **Indemnification.** Bidder agrees to indemnify and hold ARS, its vehicle suppliers and customers harmless from and against any losses, claims, damages, expenses and liabilities arising out of, or directly or indirectly related to, any breach of this Agreement by of Bidder, its employees or representatives.
- b. **Parties' Relationship.** Bidder is an independent contractor. Nothing herein shall create any principal/agent or employer/employee relationship.
- c. **Insurance.** Bidder warrants and represents that it has valid insurance for the coverage below, covering risks associated with workers' compensation, travel, accident or other injuries suffered by Bidder and that it has comprehensive general liability insurance for protection against any property damage or liability suffered by ARS, its vehicle suppliers and clients as a result of the negligence or other action or inaction of Bidder. All carriers used must be rated A- (Excellent) Class VII or better by A.M. Best. Bidder agrees to maintain such insurance in effect at all times during the term of this Agreement. Bidder agrees to furnish ARS with a Certificate of Insurance naming Advanced Remarketing Services, Inc as a certificate holder, with the following coverage and limits:
- i. Workers' Compensation: \$100,000 / \$500,000 / \$100,000
 - ii. General Liability: Minimum Limit of Liability of \$1,000,000 each occurrence / \$2,000,000 aggregate
 - iii. Automobile: \$1,000,000 combined single limit
 - iv. 30-Day written notice of cancellation to ARS must be provided by insurers.
- d. **Entire Agreement.** This Agreement and the Terms of Use or policies provided on the ARS Website, and if executed by ARS, the Authorization to Tow, constitute the entire agreement between the parties and supersede any and all prior understandings. In any case where there is a conflict between this Agreement and the Terms of Use or policies provided on the ARS website, the Website shall prevail.
- e. **Modification.** This Agreement, and any extensions thereof, may be modified only by a written agreement signed by the parties.

- f. **Assignment.** This Agreement may not be assigned by Bidder without ARS's written consent.
- g. **Notices.** Any notices hereunder shall be in writing and sent to the below addresses, unless the party gives notice of an alternate address.
- h. **Waiver.** The failure of any party to insist upon strict performance of any provision shall not be a waiver of such party's right to demand strict compliance in the future.
- i. **Governing Law.** This Agreement has been executed in Rhode Island and shall be construed in accordance with the laws of Rhode Island. The parties hereby agree that every dispute shall be decided and adjudicated solely in the federal or state courts located in Rhode Island.
- j. **Void or Unenforceable Provisions.** Any part of this Agreement which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ADVANCED REMARKETING SERVICES, INC.

By: 

Print Name: Joseph D. Hearn
President/CEO

308 Market Street
Warren, RI 02885

By checking the box to the left and clicking "I AGREE" below, you agree that: (1) you have read, understand and accept the terms and conditions of this agreement ("BIDDER REGISTRATION AGREEMENT"); (2) this constitutes a writing signed by you under any applicable law or regulation;

Print Name: _____
Its Authorized Representative
