



**Advanced
Remarketing
Services**

Appendix A-Award Bidder Authorization to Tow

This Authorization to Tow ("Agreement") is a supplemental agreement entered into by ADVANCED REMARKETING SERVICES, INC., a Rhode Island corporation with a principal place of business in Warren, Rhode Island ("ARS") and the bidder ("Bidder"), and is incorporated into and made a part of that certain Bidder Registration Agreement between ARS and Bidder.

WHEREAS, Bidder is a registered bidder under the ARS "Vehicle Bidder Module"; and

WHEREAS, Bidder owns, or is willing to subcontract with and assume responsibility for, a licensed towing operator that will provide vehicle transportation services ("Tower"); and

WHEREAS, ARS desires to authorize Bidder to provide or subcontract and be responsible for vehicle transportation services provided by Tower as described herein.

NOW, THEREFORE, the parties agree to incorporate the following terms into the Bidder Registration Agreement:

1. **Term.** The term of this Agreement shall be the same term as the term in effect under the Bidder Registration Agreement, which term shall be terminated or renewed concurrently with the term of the Bidder Registration Agreement; provided that ARS may revoke the authorization granted hereunder and terminate this Agreement for any or no reason at any time upon twenty-four (24) hours prior notice to Bidder.
2. **Eligibility.** Bidder represents that Tower is a towing operator under the laws of Va., with full legal power and authority to provide vehicle transportation services and that Tower is in compliance with all applicable motor vehicle regulations promulgated by such state.
3. **Vehicle Transportation Services.** Bidder agrees to cause Tower to provide the vehicle transportation services outlined in "Scope of Work" (herein referred to as Exhibit A) in accordance with the terms thereof, and that Bidder shall be responsible for any breach thereof by Tower.
4. **Advance Charges.** Bidder acknowledges that Tower's vehicle transportation services will require Tower to pay certain advance charges at time of Tower's pick up of vehicle, and that Bidder is responsible to reimburse Tower for all such charges. Bidder agrees to cause Tower to pay only those advance charges pre-approved by ARS ("Advance Charges"). Unless pre-approved by ARS, Advance Charge shall not include any charges for wait time, dry runs, fuel/oil, clean-up, pull-out fees, gate fees, highway tolls or extra labor. Bidder acknowledges that Tower's participation in ARS' vehicle transportation services program requires Tower to maintain adequate financial resources to pay for Advance Charges at pick up manifest unless additional charges are specifically approved.
5. **Timeliness of Pickup.** Bidder agrees to cause Tower to promptly pickup from locations specified by ARS, all vehicles within Tower's geographic service area. Each pickup and delivery shall be completed before the time specified on Exhibit A. Tower will not be required to pickup or deliver vehicles on Weekends and public holidays unless terms requiring Weekends/public holiday performance are specified on Exhibit A. Cleared assignments received by Bidder after the time specified on Exhibit A will be picked up and delivered prior to the time on the next business day specified on Exhibit A. Bidder will be responsible for PRV 1146301.3 Page 2 of 4 Appendix A, Transportation all additional charges incurred for vehicles not picked up within the times outlined above, which charges will not be reimbursable by ARS. Tower will not be obligated to meet the pickup and delivery time requirements outlined above if delay is due to acts of God or severely adverse weather conditions that make compliance with pickup and delivery obligations impracticable or unsafe. Any such delay must be reported promptly by Bidder to ARS, before the time originally required for delivery.
6. **Equipment.** Bidder agrees to cause Tower to use only safe and well maintained equipment for its services hereunder. All vehicles will be towed with the equipment appropriate for the job. Bidder will be responsible for any and all damages to towed vehicle suffered during towing or otherwise in Tower's

possession.

7. **Compliance With Law.** Bidder will cause Tower at all times to comply with all federal, state and local laws, ordinances, rules and regulations. Tower will maintain in good standing all necessary licenses, permits, authorizations and governmental approvals of any nature required in the conduct of Tower's vehicle transportation service business. Upon request, Bidder agrees to provide copies to ARS of all such licenses, permits, authorizations and governmental approvals and notify ARS in event of any change of status in respect thereof.
8. **Insurance.** Bidder will cause Tower at all times to have and maintain in full force and effect the insurance coverages specified in the Bidder Registration Agreement. Bidder shall be responsible for insuring against damage to vehicles and their contents once Tower takes possession and for property or bodily injury caused by any towed vehicle (commercially known as 'on-hook' coverage). Upon request of ARS, Bidder will also provide proof of workers compensation and occupational insurance covering Tower as required by law.
9. **Indemnification.** Bidder shall be responsible to ARS for, and indemnify and hold ARS harmless from and against, any theft, conversion, loss, damage, claim, expense, or liability (including reasonable attorneys' fees and expenses), suit or demand arising out of or based upon or resulting from Tower's services hereunder, including any breach of the terms hereof and any actions taken or omitted pursuant to this Agreement in connection with the use, operation or possession of any vehicle or any part thereof by Tower, after Tower takes possession of the vehicle (and until delivered to a purchaser). This section will survive any termination of this Agreement and will be in addition to any other rights that the indemnified party may assert against Bidder, Tower or any of its employees or agents.
10. **No Third Party Beneficiary.** Tower shall not be a third-party beneficiary of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the date first set forth above.

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

116 Johnny Cake Hill
Middletown, RI 02842

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 ("APPENDIX A-AWARD BIDDER AUTHORIZATION TO TOW"); (2) this constitutes a writing signed by you under any applicable law or regulation;

Print Name: _____
Its Authorized Representative

Exhibit A

Bidder responsibilities include the following:

- A. **Assignments** Bidder shall accept all assignments via fax, email, telephone, as agreed with ARS in form of ARS Transportation Manifest Document.
- B. **Payment of Advance Charges** ARS shall contact each pickup location prior to pickup and determine if payment of advance charges is required to gain the vehicle release.

If payment of advance charges are required to gain vehicle release, ARS shall indicate approval of the same and the amount required on the Transportation Manifest, and Tower shall be responsible for payment of approved advance charges at the pickup location.

Bidder shall immediately notify ARS if charges at pickup location are higher than the amount approved by ARS, and shall not pay the same or permit Tower to pay the same unless authorized by ARS. Only ARS can authorize the payment of advance charges by Tower. Any and all discrepancies must be reported to ARS promptly upon learning of the same.

Bidder shall require Tower to obtain valid original receipts for all itemized advance charges paid by Tower.

Bidder shall immediately notify ARS of any payment of advance charges made by Tower to a body shop, tow company or other business that is not honored by Tower's financial institution or is returned for insufficient funds. Any instance of nonpayment of advance charges shall be rectified immediately.

- C. **Vehicle Pickup and Delivery** Upon pickup of vehicle by Tower, Bidder shall promptly notify ARS of the pickup and shall instruct Tower to write "ARS" and the ARS stock number on the front and sides of the vehicle.

All vehicles must be picked up on the same day of assignment to Bidder, unless specifically noted by ARS on the Transportation Manifest. The latest time that Bidder may be provided with cleared assignment requiring same day delivery of a vehicle shall be [2:00 p.m.] Cleared assignments provided by ARS after 2:00 p.m. on any day must be picked up no later than 2:00 p.m. on the following business day. Bidder will require Tower to observe all pickup and delivery requirements specified in the Agreement.

Bidder shall require Tower to observe and perform the following:

Tower shall display special care in picking up vehicles at an owner's residence.

Tower shall remove all personal property, license plates and registrations at pickup and leave them with the pickup location or owner, whenever possible. Tower shall make an inventory of items left with the pickup location or owner and shall note such inventory on Transportation Manifest.

Tower shall deliver vehicles to location specified on Transportation Manifest.

Tower is responsible to secure all components belonging to the vehicle.

Tower shall require signature on Transportation Manifest of authorized representative of delivery location concurrently with delivery.

Upon delivery to delivery location, Tower shall notify ARS of delivery.

- D. **Condition Reports** Bidder shall require Tower to observe and perform the following:

Tower shall verify YEAR, make, model, VIN of assigned vehicles and complete condition report section on Transportation Manifest.

Tower shall complete any additional documents required by insurance company.

E. **Reimbursement and Payment** In order to receive payment from ARS, Bidder or Tower shall:

- Submit to ARS original advance charge receipts in acceptable form and format.
- Submit to ARS invoice for services including date and time picked up, date and time delivered.

F. **Other services** Bidder shall require Tower to observe and perform the following:

Tower shall determine at Tower's option whether photo service will be available from Tower. If Tower elects to make photo service available, Tower will transmit to ARS photos in form of electronic digital image or text message. ARS will reimburse Tower \$3.00 per photo or at such other other rate as ARS and Tower shall agree.