



## Public Registration Form

Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Email: \_\_\_\_\_  
DL#: \_\_\_\_\_ Auction ID#: \_\_\_\_\_

### GUARANTY PAYMENT

TO: AKRON AUTO AUCTION, INC.

FOR VALUE RECEIVED, and in consideration of purchasing vehicles at the auction and/or services given or to be given to the Undersigned (by Akron Auto Auction, Inc. (hereinafter "AAA"), the Undersigned hereby agrees to the full and prompt payment, when due, whether by acceleration or otherwise, together with interest and all costs, expenses, any and all obligations of the Undersigned to AAA (hereinafter collectively referred to as the "Liabilities"). Whenever possible each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable Ohio law, but if any provision of this guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty. This guaranty shall be governed by the substantive laws of the State of Ohio without resort to the principles of conflicts of laws. By execution of this guaranty, the Undersigned submits to the personal jurisdiction of the courts of the State of Ohio and to venue in the Courts of Summit County, Ohio. Any action initiated by the undersigned against AAA relating to this guaranty shall be filed and conducted in said courts. AAA may bring suit against the Undersigned under or related to this guaranty in any court of competent jurisdiction. All rights, powers, privileges and immunities of AAA hereunder shall inure to the benefit of the successors and assigns of AAA, and shall be binding upon each of the Undersigned, his/her personal representatives, heirs and assigns.

THIS AGREEMENT IS EXECUTED IN THE COUNTY OF SUMMIT, STATE OF OHIO.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Print Name \_\_\_\_\_



## Important Terms & Conditions for Public Buyers

**Please read thoroughly and become familiar with Akron Auto Auction (AAA) Terms & Conditions. Ignorance of sale rules does not absolve the buyer from their contractual obligations with AAA.**

Please Initial  
Each Line

- \_\_\_\_\_ 1. To Register to Bid, a Public Registration Form and a Public Guaranty Form will need to be completed and notarized. (Forms available at [www.akronautoauction.com](http://www.akronautoauction.com))
- \_\_\_\_\_ 2. In addition to the Registration Forms, you will also be required to provide the following to complete Registration:  
  
1.) **Valid Driver's License** 2.) **\$25 Registration Fee (renew every year)** 3.) **\$1500 Cash Deposit Per Vehicle Purchase**
- \_\_\_\_\_ 3. All Sale participants **must be registered to receive a Public Bidder Lanyard. Public Bidders must wear their Public Lanyard with their bid badge displayed** to be in the auction lanes and make bids on vehicles.
- \_\_\_\_\_ 4. If you wish to view a specific car in person, you may do so on Friday and Monday during daylight hours. Buyers should inspect vehicles thoroughly before they bid on sale day. Vehicles **cannot** be started, or test driven.
- \_\_\_\_\_ 5. All vehicles offered to Public are sold "100% as-is" with no guarantees.
- \_\_\_\_\_ 6. **In-operable "Tow" vehicles are vehicles that may not run or operate properly.** (Vehicles may have missing keys or various parts missing preventing it from running through the auction bays.) These vehicles will be auctioned off on the screens as "Tow Row" vehicles.
- \_\_\_\_\_ 7. When the bidding stops and you are the **high bidder**, the auctioneer will recognize you stating "SOLD" and read your 4-digit bid badge number aloud. **This confirms you have purchased the vehicle and have entered a binding contract for payment.** Payment is immediately required. An additional \$1500 down payment will be required to continue using Public Bidder Lanyard.
- \_\_\_\_\_ 8. If you do not make a vehicle purchase, you can obtain your \$1500 Cash deposit at our main office after the auction has ended during business hours.
- \_\_\_\_\_ 9. Payment for vehicle (full sale price + buy fee) must be received no later than Wednesday (or next day following sale) by 4:30pm. ONLY registered bidder may pay for vehicles. **Failure to pay for purchased vehicles will result in forfeiture of cash deposit, responsibility of monetary loss incurred by AAA, and loss of future auction bidding privileges.**
- \_\_\_\_\_ 10. Personal checks are not accepted as payment under any circumstances. **Cash, certified check, and money orders are the only acceptable forms of payment.**
- \_\_\_\_\_ 11. Vehicles must be removed from AAA no later than 5:00pm the next business day after the auction.

PRINT NAME: \_\_\_\_\_

AUCTION ID #: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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