



KANSAS CITY

AUCTION GUARANTEE (A)

In consideration of Auction allowing _____
Legal Business Name

(hereinafter referred to as "Customer") to buy and sell vehicles through Auction, the undersigned, whether one or more, personally covenant, guarantee and warrant that the title to each vehicle sold by Customer through Auction will be good and will be free and clear of all liens and encumbrances, whatsoever. The undersigned unconditionally agrees to reimburse Auction of any loss, damage, expense or costs, including attorney fees, incurred by Auction as a result of breach of the foregoing warranty of title as to such vehicle.

The undersigned further guarantees full payment of any debts of Customer to Auction, including any checks issued by Customer or any of Customer's representatives, together with any loss or expense incurred by Auction in collecting or attempting to collect such debt, including attorney fees.

The undersigned further guarantees the odometer mileage statements given by or in behalf of the Customer in all sales of motor vehicles by it through Auction and agrees to reimburse, indemnify and hold harmless the Auction from all losses and expense caused it by any such odometer mileage statement which proves to be false or inaccurate, including payments made by the Auction under any odometer statement guarantee issued by it in connection with any such sale, as well as any expense or costs incurred by Auction in collecting or attempting to collect such losses, including attorney fees.

The undersigned acknowledges that Auction shall have the right to refuse to transact business with Customer, to modify or release any and all collateral security, to extend or change time of payment and to settle or compromise with Customer without notice to the undersigned and without discharging or affecting the liability of the undersigned hereunder. This guarantee is to be a continuing guarantee and the undersigned hereby waives notice of acceptance of this guarantee and presentment, demand, protest and any notice of non-payment or dishonor. The undersigned shall be liable to principal debtor and not merely as surety and the bankruptcy or any assignment in favor of Creditors of Customer shall not affect the enforceability of this agreement.

This instrument shall bind the respective heir, executor, administrators and assigns of the undersigned and shall ensure to the benefit of Auction, its successor, assigns and subrogees. Where there is more than one signatory to this agreement, each signatory shall be jointly and severally liable under this agreement.

Legal Name of Company

Signature of owner or officer

Title

Date