

# MARKETING RIGHTS AND RESPONSIBILITIES AGREEMENT

## BUYER INFORMATION

Name	Company
Address	Phone
State	Country

## VEHICLE INFORMATION

Year	Auction Date
VIN	09/11/2020

## MARKETING RIGHTS AND RESPONSIBILITIES AGREEMENT

I, Sean Luttjohann (Buyer) acknowledge that I am not making this purchase from AutoBidMaster, LLC but from one of AutoBidMaster's Affiliate Dealers/Dismantlers in California. I further agree as follows:

- I acknowledge and agree that this vehicle is purchased "AS IS", "WHERE IS", and "WITH ALL FAULTS", and without any warranties of any kind (expressed or implied), including without limitation any warranty of merchantability or fitness for a particular purpose or as to the condition or history of the vehicle.
- I acknowledge and agree that the damages disclosed in this vehicle's lot listing page reflect the extent of the damages disclosed to AutoBidMaster, as of the auction date, acknowledging that the auction's inspection of the vehicle may have been taken long before the date of sale. Accordingly, I agree that AutoBidMaster has not made any representation, warranties, or guarantees regarding the accuracy or completeness of any damages disclosed or the condition of the vehicle. AutoBidMaster does not represent, warrant, or guarantee that this vehicle is in a road-worthy condition, is mechanically sound, is fit for use as a means of transportation, or complies with applicable location, state, or federal laws and regulations (including emissions standards). I accept the risk that the vehicle may have latent, hidden, or undisclosed damages or other issues that are not immediately apparent or discoverable, which may affect its value. I acknowledge and agree that it is my sole responsibility to ascertain, confirm, research, inspect, and investigate this vehicle and all related information, before bidding on this vehicle.
- I acknowledge and agree that AutoBidMaster does not represent, warrant, or guarantee that this vehicle can be legally registered in any state or country, and, due to variations in applicable state laws, a vehicle listed and/or purchased with a "clean" or "clear" or other similar ownership document type may have a salvage history and/or may become salvage, reconstructed, or otherwise branded upon registration in my state or any other state.
- I acknowledge and agree that this vehicle may have to be rebuilt/repared and pass applicable safety inspections and verifications, including but not limited to vehicle registration, before it can legally be driven on public roads in the United States. I acknowledge and agree that this vehicle may require substantial repairs at my expense regardless of the amount of any "Repair Estimate" or "Repair Cost" in the Lot Details on the auction listing. I agree I am solely responsible for any costs of repair or costs related to inspections, repairs, and or transportation.
- I acknowledge and agree that I am responsible for all fees, taxes, inspections, and verifications required by applicable law, including without limitation all those required by the Department of Motor Vehicles or any state, local, or federal agency.
- I acknowledge and agree that AutoBidMaster does not provide assistance with registration inspections or repairs.
- I acknowledge and agree that I cannot and will not drive this vehicle from the auction facility.
- I hereby indemnify, release, and hold harmless AutoBidMaster and from any and all claims, including but not limited to the claims of any losses, liabilities, damages, and expenses of any kind (including attorney fees) arising out of or in any way related to bodily injury, property damage, or any other occurrence related to this vehicle (including without limitation any subsequent sale, transfer, or other disposition).
- I acknowledge that to the best of AutoBidMaster's knowledge, the odometer was not altered, back, or disconnected, and AutoBidMaster has no knowledge or anyone else doing so, but that this vehicle has never been in AutoBidMaster's possession.

## DISCLAIMER

The vehicle identified above is purchased "AS IS", "WHERE IS", and "WITH ALL FAULTS"; and AutoBidMaster, the on-line membership marketing platform, HEREBY EXPRESSLY DISCLAIMS & BUYER AGREES THAT THIS VEHICLE IS PURCHASED WITHOUT ANY WARRANTIES (EXPRESSED OR IMPLIED), INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AUTOBIDMASTER SHALL NOT UNDER ANY CIRCUMSTANCES HAVE ANY LIABILITY WHATSOEVER TO BUYER OR ANY THIRD-PARTY (WHETHER JOINTLY, SEVERALLY, OR INDIVIDUALLY) FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, (B) LOSS OF USE, PROFIT, OR REVENUE, OR (C) COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEY FEES), FOR ANY CLAIM, DEMAND, CONTROVERSY, DISPUTE, OR CAUSE OF ACTION NOT AMOUNTING TO A WILLFUL OR INTENTIONAL WRONG ARISING OUT OF OR IN ANY WAY RELATED TO THE VEHICLE IDENTIFIED HEREIN.

## ACKNOWLEDGEMENT AND SIGNATURE

BY SINGING BELOW, YOU ACKNOWLEDGE THAT (1) YOUR PURCHASE OF THIS VEHICLE IS SUBJECT TO THE AUTOBIDMASTER MEMBER TERMS AND CONDITIONS (<https://www.autobidmaster.com/en/terms-and-conditions/>) (2) YOU HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS OF THIS AGREEMENT AND AutoBidMaster MEMBER TERMS AND CONDITIONS (<https://www.autobidmaster.com/en/terms-and-conditions/>) AND (3) YOU ARE LEGALLY OBLIGATED TO PAY THE PURCHASE PRICE PLUS ALL APPLICABLE FEES AS SET FORTH ON YOUR INVOICE. I DECLARE UNDER PENALTY OF PERJURY THAT THE STATEMENTS IN THIS AGREEMENT ARE TRUE AND CORRECT

Buyer's Signature	Buyer's Name	Date
-------------------	--------------	------