

Birmingham Auto Auction

Date _____ Drivers License# _____
Name _____ Employed By _____
Address _____ Email _____
City, State, Zip _____ How did you hear about us? _____
Phone _____ Craigslist ___ Autotrader ___ AutoSource ___
Cell _____ Website ___ Radio ___ Google ___ Facebook ___

Birmingham Auto Auction IS NOT RESPONSIBLE for vehicles left for Auction or Sale, which means LOSS DUE TO THEFT, VANDALISM, FIRE ETC. YOUR VEHICLE IS YOUR RESPONSIBILITY.

IMPORTANT HELPFUL INFORMATION

1. YOU ARE WELCOME TO CHECK, DRIVE, INSPECT BEFORE SALE
2. YOU WILL FIND GOOD & BAD CARS HERE, **INSPECT BEFORE YOU BUY**
3. **REBUILT TITLE** MEANS CAR HAS BEEN PREVIOUSLY DAMAGED AND INSPECTED BY THE STATE AND CLEARED FOR SALE
4. THERE IS A 2 % FEE ON ALL CREDIT CARD PURCHASES
5. PRE-AUCTION SALES: SOLD **AS-IS** NO EXCEPTIONS

AUCTION ONLY:

1. R NUMBERS (example R-16) SOLD **AS-IS** REGARDLESS OF PRICE
2. \$2000.00 or LESS **AS-IS** NO EXCEPTIONS
3. **RIDE AND DRIVE** COVERS ENGINE, TRANSMISSION AND REAREND. REPAIR MUST EXCEED \$500.00. YOU MUST NOTIFY AUCTION BY 10PM NIGHT OF AUCTION FOR RIDE AND DRIVE TO BE HONORED.
4. **ANY CAR CAN BE SOLD AS-IS REGARDLESS OF PRICE**

ATTENTION

Birmingham Auto Auction Customer

Test driving of vehicles is recommended before purchasing or bidding and is allowed on the **lot only**. Please return the vehicle to the **same** parking spot that you removed it from and **DO NOT REMOVE THE KEYS FROM THE VEHICLE!**

SIGNATURE _____ DATE _____

RED LIGHT - AS IS YELLOW LIGHT- CAUTION ANNOUNCEMENT GREEN LIGHT - RIDE & DRIVE

BINDING PRE-DISPUTE ARBITRATION AGREEMENT

In connection with any requested or actual business related transaction(s) with the dealership identified below, including, but not limited to: credit matters, parts or repair matters, purchase or lease matters, the undersigned and the dealership, stipulate and agree, in connection with the resolution of any dispute arising out of, relating to, resulting from or concerning any contracts or agreements to be entered into or entered into, all alleged representations, promises and covenants, issues concerning compliance with any state or federal law or regulation, and all relationships resulting therefrom; the undersigned agree that: (a) all disputes must be resolved on an individual and not class wide basis; and (b) all disputes not barred by applicable statutes of limitations, resulting from, arising out of, relating to or concerning the transactions entered into or sought to be entered into (including but not limited to: applications for credit, any matters taking place either before or after the parties entered into this agreement, including any prior agreements or negotiations between the parties; the terms of this agreement and all clauses herein contained, their breadth and scope, and any term of any agreement contemporaneously entered into by the parties), shall be submitted to private BINDING ARBITRATION, pursuant to the provisions of 9 U.S.C. §1, *et seq.* and utilizing as a guide, the *Federal Rules of Evidence* and the *Federal Rules of Civil Procedure*, then existing in the county where the transaction was entered into or sought to be entered into. However, any arbitrator selected to arbitrate shall have discretion to regulate and limit discovery keeping in mind the intended cost savings involved in resolving disputes through arbitration, and delays in litigation through protracted pre-hearing discovery. The arbitration will proceed as follows: (a) Upon delivery by certified, return receipt mail of a written demand for arbitration from the undersigned, and an identification by the undersigned of the undersigned's selection of the panel from which an arbitrator shall be selected as set out below (either the Alabama Center for Dispute Resolution or the ADR Panel of Neutrals of the United States District Court within any district in Alabama) the dealership will provide the undersigned, within 30 days, with a list of 5 proposed arbitrators obtained from the panel selected by the undersigned. If the undersigned does not identify the panel from whom proposed arbitrators are to be selected, when the demand is submitted, the dealership shall select the panel from whom proposed arbitrators will be identified. To be considered a suitable arbitrator, each of the 5 proposed arbitrators must have previously served as judges or practiced law in Alabama for at least 15 years. (b) The undersigned, within 10 days from receipt of said list, shall be permitted to strike up to three names and advise the dealership thereof, followed by the dealership being permitted to select one of the remaining 2 arbitrators, who shall be then selected as the private arbitrator, within 10 days therefrom. If the undersigned fails to or elects not to timely strike any listed arbitrator, then the dealership can select anyone on the list to serve as the arbitrator. (c) The arbitrator shall not be empowered to conduct class wide arbitration concerning any disputes between the parties hereto. However, the arbitrator shall be required to follow the substantive and statutory laws of the State of Alabama and of the United States. In the event the dealership and the undersigned have entered into more than one arbitration agreement concerning any of the matters identified herein, the undersigned and the dealership agree that the terms of this arbitration agreement shall control disputes between and among them. The dealership shall advance all costs of the arbitrator selected, subject to the arbitrator's right to re-tax costs as he or she may deem appropriate. If any provision in this Agreement related to the arbitrator selection process, or otherwise, is found, by a court of competent jurisdiction, to be unenforceable, the parties agree to binding arbitration administered by the American Arbitration Association, pursuant to its rules and regulations, and any provision herein in conflict therewith, should it be called upon to arbitrate any dispute between or among the parties hereto, shall be severed from the agreement. If the American Arbitration Association shall decline to administer any dispute submitted to it, for any reason, the parties hereto waive any right to a trial by jury, and all disputes not otherwise submitted to binding arbitration, shall be tried as a bench trial. NOTE: This agreement is not intended to require arbitration of disputes brought by any party to this agreement in the state district courts of Alabama, provided that the relief sought therein or as a result thereof, including compensatory and punitive damages and fees and costs, does not exceed \$10,000.00. The parties stipulate that either party's participation in proceedings in Alabama state district courts shall not operate as a waiver of any right to compel binding arbitration upon appeal from said district courts. This agreement shall survive any termination, cancellation, fulfillment or non-fulfillment of any other contract, covenant or agreement related to credit or the products acquired or sought to be acquired from the dealership, including, but not limited to cancellation due to lack of acceptable financing or funding of any retail installment contract or lease. ***THE TERMS OF THIS AGREEMENT AFFECT LEGAL RIGHTS. IF YOU DO NOT UNDERSTAND ANY PROVISION OF THIS AGREEMENT OR THE COSTS, ADVANTAGES OR DISADVANTAGES OF ARBITRATION, SEEK INDEPENDENT ADVICE BEFORE SIGNING. BY SIGNING YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY EACH OF THE PROVISIONS, COVENANTS, STIPULATIONS AND AGREEMENTS SET FORTH AND REFERENCED HEREINABOVE.***

Date: _____

CUSTOMER: _____

DEALER: _____

CUSTOMER: _____

BIRMINGHAM AUTO AUCTION FEE SCHEDULE

EFFECTIVE JANUARY 1, 2016

Vehicle Entry Fee for Auction:

Individual: \$20

Credit Card fee: 2% No Debit Card Fee

***Personal checks are accepted (upon approval) for partial payments only.**

We will not accept a personal check for full payment of a vehicle.

Check Procedures: **MUST** HAVE VALID PHOTO ID AND 2ND FORM OF IDENTIFICATION, TWO TELEPHONE NUMBERS & SSN. **NO EXCEPTIONS.**

RETURNED CHECK FEE \$125.00

TAX PERCENTAGE: 3.75%

TITLE FEE: \$16.50

PROCESSING FEE: \$35.00

LOT ONLY BUY FEE FOR INDIVIDUALS: \$75

BIRMINGHAM AUTO AUCTION SERVICE FEES

| Sale Amount | Seller | Buyer |
|--------------------|----------|----------|
| \$ 1 - \$999 | \$110.00 | \$195.00 |
| \$1,000 - \$1,999 | \$130.00 | \$230.00 |
| \$2,000 - \$2,999 | \$160.00 | \$250.00 |
| \$3,000 - \$3,999 | \$180.00 | \$275.00 |
| \$4,000- \$4,999 | \$190.00 | \$285.00 |
| \$5,000 - \$5,999 | \$210.00 | \$300.00 |
| \$6,000- \$7,999 | \$235.00 | \$325.00 |
| \$8,000 - \$8,499 | \$260.00 | \$350.00 |
| \$8,500 - \$9,499 | \$300.00 | \$375.00 |
| \$9,500- \$9,999 | \$330.00 | \$400.00 |
| \$10,000 -\$10,999 | \$350.00 | \$420.00 |
| \$11,000 - | \$370.00 | \$440.00 |