NEW CALHOUN AUTO AUCTION

2236 ROME ROAD SW
CALHOUN, GA 30701
(706) 624-1944 FAX (706) 625-7288
newcalhounautoauction.com

This AGREEMENT (herein after referred to as the "Agreement") is made and entered into on the _____day of _____, _____, between NEW CALHOUN AUTO AUCTION and _____ whose address for mailing notices is _____ (herein referred to as the "Financial Institution" and NEW CALHOUN AUTO AUCTION, a corporation organized under the laws and regulations of the State of Georgia.

In consideration for good and valuable considerations, the Financial Institution hereby represents, covenants, warrants and agrees to NEW CALHOUN AUTO AUCTION as follows:

(a) Financial Institution has never been known as, or been incorporated or carried on business or trade under, or used any name other than the name appearing on the first page of this Agreement;

(b) Financial Institution shall not change its name, its principal place of business or its chief executive officer without having given NEW CALHOUN AUTO AUCTION at least thirty (30) days prior certified written notice thereof;

(c) Financial Institution acknowledges and guarantees that all vehicles sold through NEW CALHOUN AUTO AUCTION must be accompanied by a legal title, signed by an authorized representative, and include all supporting paperwork within thirty (30) days of sale as required by Georgia Law.

Financial Institution further agrees that any action it may bring against NEW CALHOUN AUTO AUCTION, for possession or non delivery shall be limited to the amount of purchase price of the vehicle, if accepted, less auction costs, and liquidated amount of one hundred dollars. Financial Institution further agrees that any action it may bring against NEW CALHOUN AUTO AUCTION, breach of warranty shall be liquidated amount of one hundred dollars. In any action brought by or against Financial Institution, Financial Institution specifically waives any claim for consequential damages.

Financial Institution submits to the jurisdiction of Gordon County, Georgia as to any action or proceeding arising out of or related to any legal or equitable claim which NEW CALHOUN AUTO AUCTION may have against the Financial Institution, including but not limited to the purchase or payment of automobiles from NEW CALHOUN AUTO AUCTION, and agrees not to bring action or proceeding arising out of or relating to any legal or equitable claim which NEW CALHOUN AUTO AUCTION may have against the Financial Institution including but not limited to the purchase or payment of automobiles from NEW CALHOUN AUTO AUCTION in any other court.

I _____ acknowledge this agreement and guarantee any obligation hereunder.
Signature _____ Date _____

Title _____