

### **Seller Indemnity Agreement**

In consideration of Auto Exchange allowing the dealer named below ("Dealer") to sell motor vehicles through Auto Exchange, Dealer does hereby covenant, guarantee and warrant to Auto Exchange that Dealer has good and marketable title to each vehicle sold by Dealer through Auto Exchange and that such title is free and clear of all liens and encumbrances, whatsoever. Dealer understands that Auto Exchange is not responsible for damage or loss by theft of any vehicle consigned to Auto Exchange.

Dealer does hereby further covenant, guarantee and warrant to Auto Exchange that:

1. When delivered to Auto Exchange, each and every such vehicle is in exactly the same condition, state of repair and contains all of the same components, parts and accessories as was the case when the Dealer first acquired such vehicles, provided, however, that cleaning any such vehicle or putting air in the tire of any such vehicle shall not be a breach of this warranty by Dealer;
2. Dealer or anyone acting for, by or through Dealer has not hidden or concealed any fact or condition relating to such vehicle; and
3. To the best of Dealer's knowledge, no previous owner of any such vehicle has tampered with such vehicle nor has any such previous owner hidden or concealed any fact or condition relating to such vehicle.

Dealer unconditionally agrees to forever indemnify, defend and hold Auto Exchange harmless from and against any loss, damage, claim, litigation, expense, or costs, including attorneys' fees, incurred by Auto Exchange as a result of the actual or alleged breach of the foregoing warranties as to any such vehicles.

Dated: \_\_\_\_\_

Dealer Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_