

# Rochester's Central Auto Auction

## Guarantee

In consideration of Central Auto Auction allowing Dealer to buy and sell motor vehicles through the Auction, the undersigned, whether one or more, personally covenant, unconditionally guarantee and warrant that the title to each vehicle sold by Dealer through Auction will be good and will be free and clear of all liens and encumbrances, whatsoever. The undersigned unconditionally agrees to reimburse Auction for any loss, damage, claims of any type or nature, expense, or costs including attorney's fees, incurred by Auction as a result of breach of the foregoing warranty of title as to any motor vehicles.

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

The undersigned acknowledges that Auction shall have the right to refuse to transact business with Dealer, to modify or release any and all collateral security, to extend or change time of payment and to settle or compromise with Dealer 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 as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of Creditors of Dealer shall not affect the enforceability of this agreement.

This instrument shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall ensure to the benefit of Auction, its successors, assigns, and subrogees.

Where there is more than one signatory to this agreement each signatory shall be jointly and severally liable under this agreement.

(IN WITNESS WHEREOF) the undersigned have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Officer and Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Officer and Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Officer and Owner