

**CALIFORNIA RESALE CERTIFICATE—
SALES BY AUTO AUCTIONS AND AUTO DISMANTLERS****Regulation 1566.1**

Sales of "vehicles" as defined in [Regulation 1566.1](#), subdivision (a)(2), at auction or by dismantlers licensed under the California Vehicle Code are presumed to be retail sales and not sales for resale unless the seller timely takes a valid resale certificate from any person specified in paragraph 2 below. The resale certificate **must** include the purchaser's license or registration number, if applicable.

I HEREBY CERTIFY:

1. I hold valid California seller's permit number: _____
 I am not required to hold a California seller's permit because I do not make any sales in the State.
2. I certify (*check statement that applies and provide your license or registration number, if applicable*):
 - I am licensed, registered, regulated, or certificated under the California Health and Safety Code or the California Vehicle Code as a dealer or dismantler.
My California license or registration number is: _____
 - I am licensed, registered, regulated, or certificated under the California Business and Professions Code as an automotive repair dealer.
My California license or registration number is: _____
 - I am qualified as a scrap metal processor as described in the California Vehicle Code.
 - I am not registered or licensed in California, but I am licensed, registered, regulated, certificated, or otherwise authorized as a dealer, dismantler, automotive repairer, or scrap metal processor in the following jurisdiction outside the state of California:
State/Country: _____
Registration/License Number, if applicable: _____
3. This certificate is for the purchase from: ADESA INC. & SUBS of the property described below. (VENDOR'S NAME)
4. I will resell the item(s) described in paragraph 5, which I am purchasing for resale in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any storage, use, or other consumption of the item(s) other than retention, demonstration, and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, **I will owe use tax** based on each item's purchase price or as otherwise provided by law.
5. Description of property to be purchased:
Motor vehicles

6. I have read and understand the following:

A person may be guilty of a misdemeanor under California Revenue and Taxation Code [Section 6094.5](#) if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

→ NAME OF PURCHASER _____

→ SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE _____

PRINTED NAME OF PERSON SIGNING _____

TITLE _____

ADDRESS OF PURCHASER _____

TELEPHONE NUMBER _____

() _____

DATE _____



ADESA, INC.
 And all of its U.S. Auction Subsidiaries

PERSONAL GUARANTY

The undersigned, whether one or more, personally guarantee(s) Dealer’s payment and performance of the Auction Terms and Conditions and all transactions by Dealer taken pursuant thereto.

The undersigned acknowledge(s) that ADESA 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 guaranty is continuing and unconditional, and may not be revoked unless such revocation is communicated in writing, signed by the revoking party, and sent by certified or registered mail, signed return receipt requested to the ADESA Legal Dept, 13085 Hamilton Crossing Blvd, Carmel, IN 46032, and shall have no effect for transactions that occurred or obligations created prior to the tenth day AFTER verified receipt of the written revocation by ADESA. The undersigned hereby waive(s) notice of acceptance of this guaranty and presentment, demand, protest and any notice of non-payment or dishonor. The undersigned shall be liable as principal debtor(s) and not merely as surety (or sureties), and the bankruptcy or any assignment in favor of creditors of Dealer shall not affect the enforceability of this personal guaranty.

This personal guaranty shall bind the respective heirs, executors, administrators and assigns of the undersigned, and shall inure to the benefit of ADESA, its successors, assigns and subrogees.

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

IN WITNESS WHEREOF, the undersigned has (have) executed this personal guaranty this _____ day of _____, 20_____.

Company Name

Auction ACCESS Number

(Printed Name of First Owner)

(Witness Printed Name)

(Signature of First Owner)

(Witness Signature)

(Printed Name of Second Owner)

(Witness Printed Name)

(Signature of Second Owner)

(Witness Signature)

(Printed Name of Third Owner)

(Witness Printed Name)

(Signature of Third Owner)

(Witness Signature)



ADESA, INC.

And all of its U.S. Auction Subsidiaries

POWER OF ATTORNEY

The undersigned, and its subsidiaries hereby duly appoint ADESA Inc, located at 13085 Hamilton Crossing Boulevard, Carmel, Indiana 46032, all of its U.S. subsidiaries ("ADESA"), through its authorized employees and agents, to act as our ATTORNEY-IN-FACT to sign all papers and documents that may be necessary pertaining to the sale and subsequent title transfer of the vehicles consigned by the undersigned to ADESA for its auction of the vehicles or pertaining to the purchase of vehicles by the undersigned, including without limitation, any title, title transfer document, reassignment of odometer disclosure statements as required by federal law.

In consideration of ADESA's agreement to execute such documents on behalf of the undersigned from time to time, the undersigned shall indemnify, defend, and hold harmless ADESA, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from and against any and all loss, damages, liability, claims, cause of action, and expenses of whatever kind and nature, arising from the execution by ADESA or its employees or agents of any certificate of title, odometer statement, bill of sale, or other document necessary to transfer ownership of consigned vehicles. Notwithstanding the foregoing, nothing contained herein shall be construed to require the undersigned to indemnify ADESA, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from any loss resulting from any gross negligence or willful misconduct of ADESA or its employees or agents.

This Power of Attorney shall be effective as of the date of signing hereof on behalf of the undersigned and continue until full force and effect until terminated by the undersigned in its sole discretion.

This Power of Attorney supersedes any previous authorization to act as agent and attorney-in-fact for the undersigned.

Company Name

Auction ACCESS Number

By: _____
(Signature of Owner/Officer)

Printed: _____
(Printed Name of Owner/Officer)

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____ before me, _____ personally
(insert name and title of notary officer)
appeared _____, who proved to me on the basis of satisfactory
(insert name and title of the owner/officer of the company)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
My Commission expires: _____



ADESA San Jose
344b Tully Road
San Jose, CA 95111
Ph: 408-890-2990
Fax: 408-890-2991

Title Handling Method

Dealership Name and AuctionACCESS Number _____

Mailing Address: _____

Please choose the title handling method you want applied to titles for vehicles that you purchase through ADESA Brasher's. All titles will be held at the auction until the form is completed

Hold Titles at Auction for Pickup

FedEx Your Account # _____

Regular Mail (USPS)

Certified Mail

Other (*Please Specify*) _____

**We are not responsible for any titles lost by the USPS. If the title is lost, ADESA will not be responsible for obtaining duplicate titles.*

***Mail Services are subject to auction location availability. Mailing service fees may be charged to your account unless the method selected is USPS or Hold for Pickup, or you provide your FedEx Courier account number.*

Address to send titles, if different than mailing address:

Acknowledgement

Signature of Owner/Officer: _____

Printed Name of Owner/Officer: _____

Date: _____