

ADESA, Inc. and all of its Auction Subsidiaries

INDEMNITY AND HOLD HARMLESS AGREEMENT

_____, (hereinafter called "DEALER"), whose principal place of business is at _____, hereby appoints ADESA, Inc., 13085 Hamilton Crossing Boulevard, Suite 500, Carmel, Indiana 46032 and its subsidiaries and their designees (hereinafter called "ADESA"), as DEALER'S agent with full and complete authority to sign odometer disclosure statements, title documents, auction invoices, or any other documents as required, in ADESA'S discretion, on DEALER'S behalf with regard to services provided by ADESA to DEALER, including but not limited to services relating to any and all motor vehicles owned, sold, purchased, stored, inspected, serviced, or conditioned by or for DEALER at ADESA.

DEALER shall indemnify, defend and hold harmless ADESA, its parent company, subsidiaries, affiliates, directors, officers, agents and employees, from and against any liability, loss, damage, cost, expense, claim, suit or demand, including, without limitation, attorneys' fees and other legal costs, resulting from, arising out of or connected with, directly or indirectly, any of the following: (a) purchase and sale of Consigned Vehicles, including, without limitation, title services provided by ADESA, odometer mileage, odometer mileage statements, breach of DEALER'S warranty of title, or alleged misrepresentations of a DEALER regarding vehicle title, history, or condition; and (b) breach by DEALER of any other of the terms set forth in the Auction Terms and Conditions.

AGREED TO AND ACCEPTED by: _____
Legal Company Name

Auction ACCESS Number

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

On _____, before me, _____ [name and title of notary officer], personally appeared _____, personally known to me (or proved to me on the basis of satisfactory 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.

WITNESS my hand and official seal.

| Signature _____ (Seal)

My Commission expires: _____