

**AGENCY WITH POWER OF ATTORNEY
INDEMNITY AND HOLD HARMLESS AGREEMENT**

**3D Automotive Management Corporation
Kelley Auto Auction
HADA Auto Auction**

_____ (hereinafter Consignor) whose principal place of business is in _____ (State) does hereby duly authorize 3D Automotive Management Corporation and/or its employees to act as our Agent to sign all papers and documents that may be necessary to the sale and subsequent title transfer of the vehicles owned by consignor and consigned to 3D Automotive Management Corporation for sale including without limitation, any title, title transfer documents, reassignment or odometer disclosure statements as required by federal or state law. In consideration of 3D Automotive Management Corporation agreement to execute such documents on Consignor's behalf from time to time, Consignor shall indemnify, defend and hold harmless 3D Automotive Management Corporation, its affiliates, subsidiaries, officers, directors, employees, successors and assigns from and against any and all loss, damages liability, claims, causes of action, and expenses of whatever kind and nature, arising from the execution of any certificate of title, odometer statement, bill of sale or other document necessary to transfer ownership of a consigned vehicle. Notwithstanding the foregoing, nothing contained herein shall be construed to require Consignor to indemnify 3D Automotive Management Corporation or its employees or agents. Consignor further agrees to guarantee and save the authorities of any state requested to process such transfer of title from all responsibility with respect to this Indemnity and Hold Harmless Agreement.

DEALERSHIP NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

AUTHORIZED AGENT SIGNATURE: _____

PRINTED NAME: _____

STATE OF _____
COUNTY _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

_____ Type of Identification shown _____

Notary Public

Printed Name

Commission Expiration Date