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INDEMNITY AND HOLD HARMLESS AGREEMENT

_____, (hereinafter called "DEALER"), whose principal place of business is at _____, 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: _____