



166 Auto Auction Dealer Registration Application Packet

Welcome to 166 Auto Auction!

We appreciate your business and are looking forward to assisting you!

❖ Please complete the attached forms and return by mail, fax*, or email to:

166 Auto Auction, 2944 W Sunshine, Springfield, MO 65807

FAX: 417-227-9393

Email: registration@166autoauction.com

USE BLACK INK ONLY ON ALL DOCUMENTS

MISTAKES/ALTERATIONS ARE NOT ACCEPTED

❖ When returning forms, please include the following:

1. A copy of your Dealer's License
2. A copy of your Bond
3. *A photo ID of each authorized individual (do not fax IDs)*
4. Dealership Authorization of an Individual form for each authorized person
5. Individual Authorization Letter for each authorized person (When it asks for Taxpayer ID, put the person's Social Security Number on this form. Never put an EIN on the Individual Authorization form.)
6. Bank forms if wanting to pay by check or ACH

For questions, please contact Dealer Registration at 417-882-1666 or 417-227-9366

Alternatively, you can fill out everything online at www.AuctionAccess.com

Note: If you already have an AuctionAccess account, please call with your ID number. That may be all we need.



Dealer Licensing Information & Checklist

Date: _____ Dealerhip AuctionACCESS ID: _____

State of: _____ Dealership DBA Name: _____

☐ Submit signed application

License Type(s) (example: Used MVs): _____

License Number: _____ Issue Date: _____ Exp. Date: _____

☐ Submit copy of license

Bond Company: _____ Bond Number: _____

Effective Date: _____ Expiration Date: _____

☐ Submit copy of bond

Tax ID #: _____ Tax Classification: _____

☐ Submit signed W-9

Payment Type: _____

(We accept company check/ACH*, cash, cashiers check, money order, bank wire, most floor plans)

☐ Submit bank information for approval, if wanting to pay by check or ACH

Authorized Agents: _____ Role: _____

_____ Role: _____

_____ Role: _____

_____ Role: _____

(attach extra page if needed) _____ Role: _____

☐ Submit Dealer Authorization for each person

☐ Submit Individual Authorization Letter for each person (if not already in AA)

☐ Submit legible photo ID for each person (if not already in AA)



Registration Application

Dealership Information

Dealership AuctionACCESS ID: _____

Trade or DBA Name: _____

Legal Name (if different): _____

Date Business Started: _____

Federal ID: _____

(US-EIN, MX-RFC, CA-GST/BIN, International-Owners Passport)

RIN (Canadian Province of Ontario only): _____

Check only one

☐

Sole Proprietorship

☐

General Partnership

☐

Limited Partnership

Company Type:

☐

Business Corporation

☐

Limited Liability Company

☐

Unlimited Liability Corporation

Business Types

Check all that apply

New

Used

Lease

Wholesale

Parts

Salvage

Export

Rental

Automobile								
Motorcycle								
Moped								
RV								
Mobile Home								
Trailer (Pull Behind)								
Motorcycle (Off Road)								
ATV								
Snowmobile								
Heavy Equipment								
Boat								
Personal Watercraft								
Airplane								
Unknown								

Contact Information

Lot Address: _____

City: _____

Colony (if applicable): _____

St/Prov (if applicable): _____

Postal Code: _____

Country: _____

Mailing Address: _____

City: _____

Colony (if applicable): _____

St/Prov (if applicable): _____

Postal Code: _____

Country: _____

Bus. Phone Number: _____

Bus. Fax Number: _____

Email Address: _____

Website Address: _____

Agreement

Dealership AuctionACCESS ID: _____

The undersigned entity and individuals (collectively "you") hereby authorize AutoTec, LLC and those customers that subscribe to AutoTec's AuctionACCESS system (including without limitation Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, all other subscribing auctions and Auction Insurance Agency) (collectively, "Customers") to provide, obtain, store, use and share amongst themselves, and externally, as each sees fit, the information contained on this application or on any other forms provided to AutoTec, and any and other information regarding you and/or your dealings with each, including transaction, bank, credit information and consumer reports. You acknowledge that AutoTec provides such information to Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Our Customers are not limited to businesses in the automobile auction or dealer industries, but may also include other businesses providing goods or services to such industries.

By signing below, you (1) agree to the terms of this application, any exhibits hereto, and AutoTec's Terms and Conditions as they may be amended from time to time and posted on www.AuctionACCESS.com, (2) warrant that you are solvent, properly registered to do business and licensed as a dealer (if applicable), and that the information provided herein is complete, accurate, and truthful, (3) acknowledge that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit with any Customer, each of whom retain the discretion to deal with you as they see fit, (4) agree to be bound by the policies and procedures of each Customer at which you register or transact with your AuctionACCESS credentials, (5) agree that AutoTec and each Customer, on their own behalf or on behalf of their respective customers or other third parties may contact you for any commercial or advertising purpose, including pre-recorded messages, using the telephone numbers (whether business, home, or mobile numbers (including texts)), fax numbers, e-mail addresses, and/or other contact information provided on this form, or otherwise used in connection with your business, (6) agree to disclose AuctionACCESS numbers only to subscribing Customers and (7) agree that we may collect, use and share the information you provide in this application and your other personal information as described above and as set out in our Terms and Conditions and Privacy Policy available at www.AuctionACCESS.com.

You agree that these terms and any other commitments or account forms submitted to AutoTec, its affiliates, and any Customers, by you or any authorized Individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Signature_____
Legal Name of Entity (Corp/LLC/LLP/ULC/Partnership/Individual)_____
Trade or DBA Name of Entity

By: _____

Its: _____

Printed Name of Authorized Signer (Owner/Officer/Manager)_____
Title of Authorized Signer (Owner/Officer/Manager)_____
Signature of Authorized Signer (Owner/Officer/Manager)_____
Date of Signature**Owners**_____
Owner Name_____
Owners AA ID_____
Owner Name_____
Owners AA ID**References**_____
Auction Name_____
Phone Number**Franchise Information**_____
Franchise Name_____
Franchise Number_____
Franchise Name_____
Franchise Number

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregard entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > _____
- Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
- ☐ Other (see instructions) > _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

or

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA) and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person >

Date >

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return. Examples of information returns include, but are not limited to, the following:

- * Form 1099-INT (interest earned or paid)
- * Form 1099-DIV (dividends, including those from stocks or mutual funds)
- * Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- * Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- * Form 1099-S (proceeds from real estate transactions)
- * Form 1099-K (merchant card and third party network transactions)

- * Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- * Form 1099-C (cancelled debt)
- * Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Individual Authorization Letter

Agreement

Date: _____ Individual's AuctionACCESS ID: _____

You, the individual referenced below ("Individual" or "you"), wish to register, as of the date listed above, with AutoTec, LLC's AuctionACCESS System. You hereby authorize AutoTec, LLC and those customers that subscribe to AutoTec's AuctionACCESS system (including without limitation Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, all other subscribing auctions and Auction Insurance Agency) (collectively "Customers") to provide, obtain, store, use, and share amongst themselves, and externally, as each sees fit, the information contained on this application, on any other forms provided to AutoTec, and other information regarding you and/or your dealings with each, including transaction, bank, credit information and consumer reports. You acknowledge that AutoTec provides this information to said Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Customers are not limited to businesses engaged in the automobile dealer or auction industries, but may also include other businesses providing goods or services to such industries. By signing below, you (1) agree to the terms of this registration and AutoTec's Terms and Conditions (as they may be amended from time to time) posted on www.AuctionACCESS.com, (2) warrant that you are solvent and the information provided herein is complete, accurate, and truthful, (3) acknowledge that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit with any Customer, (4) agree to be bound by the policies and procedures of each Customer with whom you deal or attend, (5) agree that AutoTec, LLC and Customers may contact you, on their own behalf or on behalf of their respective sellers, consignors, or other third parties for any commercial or advertising purpose, including pre-recorded messages, using the telephone numbers (whether business, home, or mobile (including texts) numbers), fax numbers, e-mail addresses, and other contact information provided on this form, or at any other address, telephone number, fax number, or e-mail address used in connection with your business, (6) agree to disclose AuctionACCESS numbers only to subscribing Customers, (7) agree to pay the current yearly fee upon registration and at each annual renewal of your registration, and (8) agree that we may otherwise collect, use and share the information you provide below and your other personal information as described in our Terms and Conditions and Privacy Policy available at www.AuctionACCESS.com. You agree that these terms and any other commitments or account forms submitted by you to AutoTec, its affiliates, and any Customers shall have the same force and effect as though personally signed by you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Date of Birth: _____ Taxpayer ID Number: _____ Please select ID type: US: SSN ☐ ITIN ☐ Mexico: CURP ☐ Other: N/A ☐

Printed Legal Name of Individual _____

Individual Signature _____

Photo Identification

☐ Driver's License ☐ State/Province Issued ID ☐ Passport ☐ Voter Registration Card (Mexico Only)

Photo ID Number: _____ State/Province or Country: _____

Issue Date: _____ Expiration Date: _____

Contact Information

Home Address: _____

City: _____ Colony (if applicable): _____

State/Province (if applicable): _____ Postal Code: _____

Country: _____ Email: _____

Mobile Telephone: _____ Home Telephone: _____



Dealership Authorization of an Individual

Dealership Name: _____ Dealership AuctionACCESS ID: _____

Printed Legal Name of Individual

Individual's AuctionACCESS ID

Date of Birth

Add or Change Roles

By signing or clicking approval below, the dealership referenced above ("you", "your", or "yours") authorizes AutoTec, LLC ("we", "us", or "our") to register the individual listed above ("Individual") to serve as your representative and agent in the following capacity:

The role designated below will be the only role in effect for this Individual for this Dealership, replacing any previous role authorization (check one).

☐

Representative

☐

Owner

☐

Officer/Manager

☐

Driver

Subject to our acceptance of this authorization, you acknowledge the following: (i) the capacities in which the Individual is authorized as your agent apply at and with us and our subscribing AuctionACCESS customers ("Customers"), including affiliates; (ii) the authorization will be valid until one business day after we receive and process your written notice of termination in the form of a Dealer Removal Letter; and (iii) once processed, the most recent authorization received and accepted by us will replace any prior authorization(s) for the Individual for transactions thereafter.

If you designate the Individual in the capacity of "Representative," "Owner," or "Officer/Manager" in this form, the Individual may buy and sell automobiles for you and execute company checks, drafts, certificates of title, and/or any other instruments or documents on your behalf at or with any Customer. You are responsible for any use of such Individual's AuctionACCESS ID on your account. All categories, including "Drivers," may pick up, receive, and/or deliver cars or other property on or for your account.

You guarantee performance of all obligations and payment of all debts incurred or authorized by this Individual on your account with us or any Customer. This guaranty includes but is not limited to payment of losses from dishonored checks or drafts, defective titles, or false or inaccurate Odometer Mileage Statements. You also guarantee that the Individual will honor the AutoTec Terms and Conditions (as they may be amended from time to time and posted on www.AuctionACCESS.com), conduct business with us and our Customers in a fair and ethical manner, honoring all policies and procedures of each and respecting decisions of ours or our Customers with respect to same. You will indemnify and hold harmless Customers, AutoTec, LLC, each's affiliates, and the officers, directors, employees, and agents of each of the foregoing, against any liability, loss, damages (including punitive damages), claim, settlement payment, cost, expense, award, judgment, fee, or other charge, including reasonable attorneys' fees, arising out of or relating to the authorized Individual's actions, as well as any expense incurred in attempting to collect such losses, including attorney fees.

Our Customers are third-party beneficiaries of this authorization agreement. At their election, and in their sole discretion, they may avail themselves of any provision of this agreement. However, this document is a supplement to, and not a replacement or modification of, any agreement you have with those Customers, or any policies and procedures of such Customer. AuctionACCESS and Customers each retains the right to stop doing business with this Individual as it sees fit.

Use of the AuctionACCESS System is open only to licensed dealers and their business associates and is a privilege, not a right. You may authorize and register only those individuals who are bona fide employees or independent contractors for your dealership. Retail buyers or others not affiliated with your business are not eligible to use the System. You agree that, upon request, you will provide IRS forms W-2 or 1099 to substantiate that any authorized individual are indeed bona fide employees or contractors. By signing or clicking approval below, you also certify that the Individual is affiliated with your business and is eligible to use the System. We reserve the right to immediately terminate any authorization obtained for ineligible persons and the right to terminate your AuctionACCESS membership if you authorize a person who is not eligible to use the System, as well as the right to terminate either or both without cause in our sole discretion.

You agree that these terms and any other commitments or account forms submitted to AutoTec, its affiliates, and any other Customers, by you or any authorized Individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Signature

By: _____

Printed Name of Authorized Signer (Owner/Officer/Manager)

Its: _____

Title of Authorized Signer (Owner/Officer/Manager)

Date: _____

Signature of Authorized Signer (Owner/Officer/Manager)



Bank Authorization Letter

To Whom It May Concern:

In order to enable the undersigned dealership to participate in AutoTec's AuctionACCESS System and thereby enhance its automotive business and ability to utilize bank accounts in connection with the same, you are hereby authorized to do the following:

- ◆ Release financial credit information, including account statements and credit reports, to AutoTec, LLC, its affiliate Auction Insurance Agency, and those customers that subscribe to AutoTec's AuctionACCESS System (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions and customers) ("Customers").
- ◆ Include the information contained in the attached Bank Reference Letter regarding the undersigned dealership and its business checking and other accounts as requested by the AuctionACCESS Customer, AutoTec, LLC, and/or Auction Insurance Agency.
- ◆ Share this information with the AuctionACCESS Customers with whom I wish to register.

The information will be used for business purposes in connection with the AuctionACCESS System and/or affiliated programs provided for subscribing Customers. We have agreed that our online or digital signature to this and other forms is binding as if personally signed. Thus, you may rely on any system generated acknowledgment stamp with IP address below.

Dealership AuctionACCESS ID: _____

Dealership Name: _____

Dealership Address: _____

Your prompt attention in answering the Bank Reference Letter will be greatly appreciated.

Sincerely,

By: _____
Printed Name of Authorized Signer (Owner/Officer/Manager)

Its: _____
Title of Authorized Signer (Owner/Officer/Manager)

Signature of Authorized Signer (Owner/Officer/Manager)



Bank Reference Letter

AA subscribing Customer: <u>166 Auto Auction</u>	
Address: <u>2944 W. Sunshine</u>	
City: <u>Springfield</u>	
St/Prov: <u>MO</u>	Postal Code: <u>65807</u>
Phone: <u>417-882-1666</u>	
Fax: <u>417-227-9393</u>	

AuctionACCESS® Dealership ID: _____ Owner/Officer Name: _____
Dealership Name: _____
Bank Name: _____ Account #: _____
Bank Address: _____ Routing #: _____
Bank City: _____ State / Province: _____ Country: _____ Postal Code: _____
Bank Reference Phone: _____ Bank Reference Fax: _____

Attention Credit Department or Officer:

The aforementioned Dealership has listed your bank as its principal banking reference.

AutoTec, LLC has compiled and maintains a national database, AuctionACCESS®, which contains information on licensed new and used car dealers for use by its automobile industry customers. Since those customer often accept, and advance funds on, dealership checks for transactions they facilitate, they require customers, such as Dealership, to establish their financial responsibility.

We would be grateful if you would check mark below your estimate of this account. This information will be incorporated into the AuctionACCESS® database and otherwise used only as agreed by Dealership. **Please return this completed letter directly to the above address.** Thank you for your assistance.

Dealership has been banking with your bank since: _____

☐ Checking ☐ Savings ☐ Floor Plan ☐ ZBA ☐ Sweep ☐ Controlled Disbursement

Type(s) of accounts held: ☐ Regular Account Account is: ☐ Satisfactory Open Date: _____
☐ Special Account ☐ Unsatisfactory
☐ Loan Account ☐ Closed Closed Date: _____

The Customer is: ☐ A valued customer with a good reputation and financial responsibility
☐ Honest and reliable, but limited capital resources
☐ Unknown to us
☐ A new customer - our experience is limited
☐ Negative response

Average Balances for six months are: ☐ Negative Balance Insufficient Checks or Drafts:
☐ Nominal ☐ 3 Figures How Many? _____ ☐ Does not issue
☐ Small ☐ 4 Figures
☐ Moderate ☐ 5 Figures Overdrafts:
☐ Medium ☐ 6 Figures How Many? _____ ☐ Does not issue
☐ Large ☐ 7 Figures

Maximum Credit recently extended: \$ _____ Secured \$ _____ Unsecured \$ _____

Do you floor plan this Customer? ☐ Yes ☐ No

Floor Plan Line New/Used: \$ _____ Floor Plan Outstanding New/Used: \$ _____

Do you accept their Drafts? ☐ Yes ☐ No Are all Drafts picked up within 48 hours? ☐ Yes ☐ No

Physical Address of bank for sight Draft: _____

Remarks: _____

Signature of Bank Official _____ Title: _____

Print Name: _____ Date: _____ Phone: _____



Dealership Credit Information

Dealership Name: _____ Dealership Auction ACCESS® ID: _____

Bank 1: _____ Name of Contact: _____
Address: _____
City: _____ St/Prov: _____ Postal Code: _____ Country: _____
Telephone #: _____ Fax #: _____ Date Opened: _____
Routing #: _____ Account #: _____

Bank 2: _____ Name of Contact: _____
Address: _____
City: _____ St/Prov: _____ Postal Code: _____ Country: _____
Telephone #: _____ Fax #: _____ Date Opened: _____
Routing #: _____ Account #: _____

Finance or Floor Plan:

Company: _____ Name of Contact: _____
Branch: _____
Address: _____
City: _____ St/Prov: _____ Postal Code: _____ Country: _____
Telephone #: _____ Fax #: _____ Date Opened: _____
Floor Plan Account #: _____ Floor Plan Credit Limit: _____ Account Opened: _____

Finance or Floor Plan:

Company: _____ Name of Contact: _____
Branch: _____
Address: _____
City: _____ St/Prov: _____ Postal Code: _____ Country: _____
Telephone #: _____ Fax #: _____ Date Opened: _____
Floor Plan Account #: _____ Floor Plan Credit Limit: _____ Account Opened: _____

Finance or Floor Plan:

Company: _____ Name of Contact: _____
Branch: _____
Address: _____
City: _____ St/Prov: _____ Postal Code: _____ Country: _____
Telephone #: _____ Fax #: _____ Date Opened: _____
Floor Plan Account #: _____ Floor Plan Credit Limit: _____ Account Opened: _____

166 Auto Auction, LLC Dealer Registration Agreement

This Dealer Registration Agreement date as of _____ is made and entered into by and between _____ (Dealer) and 166 Auto Auction, LLC (Auction). In consideration of the following recitals, representations, guarantees, covenants and agreements contained herein, Dealer and Auction agree as follows:

1. Dealer represents that it is a licensed dealer engaged in the business of buying and selling motor vehicles and/or recreational vehicles. Dealer has provided to Auction a completed Dealer Application as required by Auction, and Dealer represents that all information provided thereon is true and correct. The Dealer Application shall be part of this Dealer Registration Agreement. Dealer assumes responsibility for engaging solely in transactions that its particular license gives it permission to engage in.
2. Dealer recognizes and acknowledges that Auction is not the seller of any vehicle for any purpose (unless otherwise stated as such) nor is it the transferor required to give the Federal Odometer Mileage Statement in connection with any sale at the Auction within the contemplation of the Motor Vehicle Information and Cost Savings Act of 1972 (Pub. L. 92-513), as amended or similar laws. The Seller named on the Bill of Sale is the transferor within the contemplation of such laws.
3. All sales at the Auction are conducted under the Auction Rules/Policies and Dealer agrees to be bound by such Auction Rules/Policies, as they may be amended from time to time. The Auction Rules/Policies are hereby incorporated by reference in this Dealer Registration Agreement.
4. The persons indicated on the Dealer Application as "Authorized Agents" are duly authorized by Dealer to buy and sell automobiles, to execute company checks & drafts, to execute Bills of Sale, Odometer Mileage Statements, assignments of titles, and warranties of title on behalf of Dealer. The authority of such persons to act on behalf of the Dealer shall continue in full force and effect until terminated by Dealer, by written notice to Auction. Dealer hereby guarantees all transactions made by such persons, and does indemnify and hold harmless the Auction from the loss or expense caused as a result of any such transaction by such persons, including, but not limited to losses from dishonored checks or drafts, defective titles, and false or inaccurate Odometer Mileage Statements as well as any expense incurred in attempting to collect such losses, including reasonable attorney fees and court costs.
5. Dealer authorizes the Auction to act as Dealer's attorney-in-fact to purchase, sell and transport motor vehicles and as requires on Dealer's behalf to execute any documents necessary to transfer ownership thereof and any disclosure statements relating thereof. Except for gross negligence on part of the Auction, against all claims, loss, damage, expense, court costs, and attorney fees that the Auction may sustain by reason of so acting Dealer.
6. Dealer assumes all risk of loss, liability, and damage incident to or arising out of any vehicle left on the Auction's premises and Dealer shall provide insurance for such loss, liability and damage. Auction may request proof of such insurance. Dealer agrees that Auction shall not be liable to Dealer or its Authorized Agents for injury to or death, nor for loss or damage to property (including the property of Dealer) occurring in or about the Auction's premises from any cause

whatsoever, even if the cause or damage or injuries are alleged to be the fault or caused by the negligence or carelessness of the Auction.

7. With respect to each and every vehicle deemed operable that is delivered from Dealer to Auction for sale, Dealer represents to Auction and to the buyer of the vehicle that:
 - a. The vehicle is in safe condition to operate on the public highways and complies with applicable laws, including laws relating to safety and performance. If the vehicle does not comply with these conditions, it must be deemed inoperable by Dealer in advance.
 - b. Dealer is the true and lawful owner of the unit.
 - c. Dealer guarantees, without exception, that title to the vehicle is free and clear of all encumbrances, and other defects, and Dealer will hold the buyer and the Auction harmless from any loss, liability, or expenses resulting from any defect in such title, including court costs and reasonable attorney fees.
 - d. Dealer has good and right power to sell unit.
 - e. Within the time allowed by Auction Rules/Policies, Dealer will deliver to Auction as Dealer's attorney-in-fact: good title to any vehicle that is sold, that is free and clear of all liens or encumbrances, with related disclosure statements. Upon such delivery, Auction agrees to pay Dealer the purchased price of vehicle, less any fees owed to Auction,
 - f. Dealer agrees to pay Auction such fees, per Auction Rules/Policies, for any vehicle which goes through Auction but is not sold.
 - g. Dealer will hold harmless and indemnify Auction and any buyer of Dealer's vehicles against any loss resulting from the breach of the Dealer's warranty of title to the vehicle or of any warranty or representation, contained herein,
8. With respect to each and every vehicle purchased by the Dealer, Dealer agrees that:
 - a. Auction is not responsible for inspecting vehicles delivered to it for sale. The seller of the vehicle is responsible for all representation of description, condition and mileage and for disclosure statements relating to vehicle.
 - b. Dealer will pay Auction the purchase price of the vehicle plus applicable fees by draft, check, cash, or floor plan (as requested by Auction) on day of sale (unless authorized otherwise). Payment by check or ACH will immediately be deposited upon tender of good title. Upon failure to pay on time, Auction may assess late fees, and without further notice to Dealer, dispose of such vehicle through a subsequent auction sale and Dealer shall be liable to Auction for all costs of collection, loss on resale of vehicle, and any other damage the liable Auction may sustain, including but not limited to, reasonable attorney fees incurred in collecting payments due and interest.
9. Dealer agrees to honor payment of any check or draft executed by any of its Authorized Agents immediately when properly presented to Dealer's bank for payment. Dealer will not, under any circumstances stop payment of any of its checks or drafts without the advanced written approval of Auction. If stoppage is approved, Dealer will return the vehicle at Dealer's expense to Auction. Dealer further agrees to hold Auction harmless and indemnify Auction against any loss as a result of a check or draft of Dealer being stopped or dishonored by the bank upon which it is drawn.

10. Dealer hereby authorizes Auction to investigate Dealer's credit history, including but not limited to the banks and other financial institutions with whom Dealer does business and agrees to execute any documents required by any such bank or financial institution to release information to Auction.
11. Auction guarantees to buyer good and valid title to each vehicle sold or bought at Auction subject to the following terms, conditions and limitations:
 - a. The guaranty covers only invalidities in title existing at the time of the sale and does not cover more technical defects which can be removed by execution and delivery to the buyer of legally required papers without the necessity of any monetary payment.
 - b. The guaranty does not protect against defects in the title known to the buyer whether or not listed as exceptions in the title on Auction's paperwork,
 - c. Whenever any claim is made by any person against the title of the vehicle, whether by suit or otherwise, the buyer shall within five (5) days after becoming aware of the claim, notify Auction, giving full particulars of the claim and shall cooperate fully in defending any legal action or taking any other steps to minimize possible loss.
12. Any disputes or disagreements of any nature arising under the terms of this Dealer Registration Agreement or of any purchase or sale of a motor vehicle at the Auction involving Dealer or its Authorized Representatives in any way shall be subject to binding arbitration, to be conducted in accordance with the National Automobile Auction Association's Arbitration Policy, which is incorporated herein by this reference.
13. This agreement may be terminated by Auction or Dealer at any time with or without cause upon written notice to the other party. However, the parties obligations under this Agreement with respect to transactions completed prior to termination shall survive any termination.

Dealership Name: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

166 Auto Auction, LLC

Printed Name: _____

Signature: _____

Title: _____