I-69 ANDERSON AUTO AUCTION
6230 Columbus Ave, Anderson, IN 46013
(765) 649-0434

SECTION 1

REQUIRED DOCUMENTS

Welcome to I-69 Anderson Auto Auction. To open your dealer account, complete every section of this packet and include a copy of each document below. Mark each item as you add it.

- [ ] Dealer License
- [ ] Bond
- [ ] Retail Merchants Certificate
- [ ] AuctionACCESS
- [ ] Voided Business Check
- [ ] Complete Bank Address
- [ ] Driver's License for each owner and each representative

WHAT IS IN THIS PACKET

Section 2 | Dealer Application
Section 3 | General Information and Certification
Sections 4 and 5 | Dealer Registration Agreement
Section 6 | Authorization Letter for Sales Representative
Section 7 | Representatives and Additional Owners
Section 8 | Bank Information
Section 9 | Release of Liability
Section 10 | Power of Attorney
Section 11 | Rules and Regulations

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SECTION 2

DEALER APPLICATION

Date _____ Fax # _____ Cell # _____

BUSINESS INFORMATION

Please submit a copy of the dealer license.

Name of Dealership (hereinafter "Dealer") _____ Business Phone _____

Business Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Federal ID # _____ Sales Tax # _____

DMV Dealer # _____ DMV Dealer State _____ Dealer Plate Number _____

LIST OF OWNERS AND OFFICERS

OWNER / OFFICER 1

Name _____ Title _____

Home Phone _____ Other Contact Info _____

Home Address _____ City, State & Zip _____

Social Security # _____

OWNER / OFFICER 2

Name _____ Title _____

Home Phone _____ Other Contact Info _____

Home Address _____ City, State & Zip _____

Social Security # _____

OWNER / OFFICER 3

Name _____ Title _____

Home Phone _____ Other Contact Info _____

Home Address _____ City, State & Zip _____

Social Security # _____

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SECTION 3

GENERAL INFORMATION

Email _____ Website _____

When was the dealership organized? _____

Type of Dealership (select all that apply): ☐ Wholesale ☐ Retail ☐ Used ☐ Franchised

The company is a: ☐ Individual ☐ Partnership ☐ Corporation

Do you expect to: ☐ Sell ☐ Buy

If you expect to buy, will you use: ☐ Check ☐ Floor Plan

Title Maintenance (select one): ◯ HOLD at auction for pick-up ◯ Mail certified ($10 fee)
◯ Mail regular mail (dealer assumes risk) ◯ Overnight ($30 fee)

My overnight account info _____

BANK AND REFERENCES

Bank or Finance Company _____ Address _____

Name of Official _____ Account # _____ Credit Limit _____

Dealer Reference _____ Address _____

Dealer Reference _____ Address _____

If you have done business with either of the above for less than 3 years, give previous bank information:

Previous Bank Name _____ Address _____

Other Auctions You Attend _____

CERTIFICATION

I certify that the above information is true and accurate to the best of my knowledge and that I have the authority to register this dealership at I-69 Anderson Auto Auction.

Signature of Dealer _____ Title _____

Printed Name _____ Date _____

SECTION 4

DEALER REGISTRATION AGREEMENT

Agreement dated _____ Dealer _____

This Dealer Registration Agreement, dated as shown above, is made and entered into by and between the Dealer named above ("Dealer") and I-69 Anderson Auto Auction ("Auction"). In consideration of the following recitals, representations, guarantees, covenants and agreements contained herein, Dealer and Auction agree as follows:

1. Title. Dealer represents that it is a licensed vehicle dealer engaged in the business of buying and selling vehicles. Dealer has provided to Auction a completed Dealer Application Sheet as required by Auction, and Dealer represents that all information provided thereon is true and correct.

2. Dealer recognizes and acknowledges that Auction is not to be deemed to be the seller of any vehicle for any purpose, nor is it the transferor required to give the Federal Odometer Mileage Statement in connection with any sale at this auction. The Seller named on the Bill of Sale is the transferor.

3. All sales at the Auction are conducted under published Auction Rules/Policies. Dealer acknowledges receipt of a copy of the Auction Rules/Policies and agrees to be bound by such Auction Rules/Policies, as amended from time to time.

4. Dealer will provide a list of people to Auction to act as "Authorized Agents" who are duly authorized by Dealer to buy and sell automobiles, to execute Company "Trading As" checks or drafts, and to execute bills of sale, Odometer Mileage Statements, assignments of title, and warranties of title on behalf of Dealer. The authority of such people to act on behalf of Dealer shall continue in full force and effect until terminated by Dealer in writing to the Auction. Dealer hereby guarantees all transactions made by such persons and indemnifies and holds harmless the Auction from all loss or expense caused to it as a result of any such transaction, 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 attorney's fees.

5. Dealer authorizes the Auction to act as Dealer's attorney-in-fact to purchase, sell and transport vehicles and, as required on Dealer's behalf, to execute any documents necessary to transfer ownership thereof and any disclosure statements relating thereto. Except for negligence on the part of the Auction, Dealer agrees to indemnify the Auction, hold the Auction harmless, and defend against all claims, loss, damage, expense, and attorney fees that the Auction may sustain by reason of acting for Dealer.

6. Dealer assumes all risks 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. The Auction disclaims all liability, in tort, contract, or otherwise, for such loss, liability and damage.

7. With respect to each and every vehicle delivered by Dealer to Auction for sale, Dealer represents to Auction and to the buyer of that vehicle that:

a. The vehicle is in a safe condition to operate on the public highways and complies with applicable laws, including laws relating to safety and performance;

b. Dealer will fully and accurately disclose the description, condition, known defects and mileage of the vehicle and be solely responsible for such representations;

c. Dealer is the true and lawful owner of the vehicle;

d. Dealer has good and right power to sell the vehicle;

e. 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 for any loss, liability, or expense resulting from any defect in such title;

f. Within the time allowed by Auction Rules, Dealer will deliver to Auction, as agent, good title to the vehicle, free and clear of all liens or encumbrances, with related disclosure statements. Upon such delivery, Auction agrees to pay Dealer the purchase price of the vehicle, less any fees owing to Auction;

g. Dealer will hold harmless and indemnify Auction and the buyer of the vehicle 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 Dealer, Dealer agrees that:

a. Auction does not inspect vehicles delivered to it for sale; rather, the seller is responsible for all representations of description, condition and mileage and for disclosure statements relating to the vehicle;

b. Dealer will pay the Auction the purchase price of the vehicle by draft, check or cash (as requested by Auction) immediately upon tender of good title thereto. Upon failure to so pay, Auction may, 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 the vehicle, and any other damage the Auction may sustain, including reasonable attorney fees incurred in collecting payments due and interest;

c. All vehicles purchased must be paid for the night of the auction. No vehicle will be allowed off the premises without payment.

SECTION 5

DEALER REGISTRATION AGREEMENT (CONTINUED)

1. Checks and Drafts. Dealer agrees to honor payment of any check or draft immediately when properly presented to Dealer's bank for payment. Dealer will not, under any circumstances, stop payment of its check or draft without the advance written approval of an authorized representative of Auction; then, if approved, Dealer will return the vehicle at Dealer's expense to Auction's place of business. Dealer further agrees to hold Auction harmless and indemnify Auction against any loss as a result of a check or draft of Dealer being dishonored by the bank upon which it is drawn. If a check is returned for any reason, there will be a return check fee added, along with a $100.00 per day charge for every day no payment is made. Also, if a dealer writes more than one returned check, they will be placed on a cash-only basis or barred from buying or selling.

2. Credit Investigation. 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 financial information to Auction.

3. Title Guarantee. Auction guarantees the buyer good and valid title to each vehicle 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 mere 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 to the title on Auction's contract;

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 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;

d. Seller has 30 days to produce title. If on the 31st day title is still not present, the buyer must give 24 hours' notice before returning the vehicle. If title is brought in before the time has expired, the buyer must still purchase the vehicle. If the buyer does not return the vehicle within the 24-hour time period, the notice will become void, and a new 24-hour notice must be given. Seller will be responsible for buyer fees and seller fees if the vehicle is returned for no title. Please note that the car can have no more than 200 miles on it to be returned.

4. Arbitration. All arbitrations must be done within 1 hour from time of purchase. If a vehicle is taken out and not brought back to the auction within 1 hour, the vehicle will no longer be eligible for arbitration.

5. Termination. This Agreement may be terminated by Auction at any time, with or without cause. The parties' obligations under this Agreement with respect to transactions completed prior to termination shall survive termination.

6. Amendment. This Agreement may be amended at any time, with or without notice. A copy of the new agreement will be available upon request.

SIGNATURES

DEALER

Auto Group: _____

Signature: _____

Printed: _____

Title: _____

I-69 ANDERSON AUTO AUCTION

Signature: _____

Printed: _____

Title: _____

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SECTION 6

AUTHORIZATION LETTER FOR SALES REPRESENTATIVE

Complete one letter for each representative. Make additional copies as needed.

Date _____ AuctionACCESS # _____

I-69 Auction REP # _____ Dealership Name _____

The representative trades only under this REP number.

I-69 Anderson Auto Auction Acc # _____

TO BE COMPLETED BY THE REPRESENTATIVE

Provide a copy of the salesman license (if applicable in your state) and a picture ID.

Name _____ SS # _____

Home Address _____ City & State _____ Zip _____

Mobile Phone _____ Home Phone _____

Representative Signature _____

AUTHORITY

The above-named representative may: ☐ Buy automobiles ☐ Sell automobiles
☐ Execute bills of sale and odometer mileage statements

Execute payment with: ☐ Company Check (with Auction approval) ☐ Cash

I give permission for the above-named individual to use my floor plan account with _____

I understand that the authority of this person to act on behalf of the dealership shall continue in full force until I-69 Anderson Auto Auction is notified in writing of termination. It is the dealership's responsibility to collect the auction card from the terminated representative. Dealer hereby guarantees all transactions made by such person and agrees to indemnify and hold harmless the auction from all loss and expense caused as a result of transactions including, but not limited to, losses from dishonored checks or drafts, defective titles, and false or inaccurate odometer mileage statements, as well as expenses incurred in attempting to collect such losses, including attorney fees.

Signature _____ Title _____

Printed Name _____ Witness _____

SECTION 7

REPRESENTATIVES

REPRESENTATIVE 1

Name of Representative _____ Date of Birth _____

Social Security # _____ Height _____ Weight _____ Color of Hair _____

Representative Signature _____

Authorized to Sign Checks: ◯ Yes ◯ No

Owner's Signature Authorizing Representative _____

REPRESENTATIVE 2

Name of Representative _____ Date of Birth _____

Social Security # _____ Height _____ Weight _____ Color of Hair _____

Representative Signature _____

Authorized to Sign Checks: ◯ Yes ◯ No

Owner's Signature Authorizing Representative _____

REPRESENTATIVE 3

Name of Representative _____ Date of Birth _____

Social Security # _____ Height _____ Weight _____ Color of Hair _____

Representative Signature _____

Authorized to Sign Checks: ◯ Yes ◯ No

Owner's Signature Authorizing Representative _____

ADDITIONAL ROOM FOR OWNERS

OWNER / OFFICER 4

Name _____ Home Telephone # _____

Address _____ City _____ State _____ Zip Code _____

Social Security Number _____

OWNER / OFFICER 5

Name _____ Home Telephone # _____

Address _____ City _____ State _____ Zip Code _____

Social Security Number _____

SECTION 8

BANK INFORMATION

Bank Name and Address:

_____

_____

_____

Dealer Name and Address:

_____

_____

_____

To Whom It May Concern:

Your bank has been designated by the above Dealer as their principal depository and banking reference.

We operate a Wholesale Automobile Auction for licensed New and Used Dealers. Since we guarantee all Dealer's Checks for units bought at our Auction, we require that all dealers who do business here establish their Financial Responsibility.

We would be grateful to you if you would indicate below your estimate of this account. Our relationship and this inquiry is on a commercial level and your reply will, of course, be held strictly confidential and will be used only for our own purpose.

We would be pleased to reciprocate at any time. We would greatly appreciate a bank official completing this form and returning it to us at the address above.

Sincerely,
Andrew Wagner, Auction Manager

I (Signature of Owner) _____ for (Name of Dealership) _____

authorize I-69 Anderson Auto Auction to investigate our account (Bank Account Number) _____ for the purpose of establishing credit.

TO BE COMPLETED BY THE FINANCIAL INSTITUTION

Regular Checking Account Since _____

Average Balance: ☐ Low ☐ Medium ☐ High ☐ Three Figures ☐ Four Figures ☐ Five Figures ☐ Six Figures

Maximum Credit Recently Extended: Secured $ _____ Unsecured $ _____

Floor Plan Line: New $ _____ Used $ _____

Floor Plan Outstanding: New $ _____ Used $ _____

Comments _____

Bank Authorized Signature _____ Title _____

SECTION 9

RELEASE OF LIABILITY

I-69 Anderson Auto Auction provides vehicle pick-up and delivery services for limited fees for your convenience.

Our fee schedule does not allow us to have collision insurance on cars that we might either pick up or deliver for you at your request. Therefore, I-69 Anderson Auto Auction is under no circumstances responsible for any damage that may be sustained by or to your vehicle(s) while in our possession and during the transport from this point forward.

Please sign below indicating your acceptance of responsibility for any damage that your vehicle(s) may sustain during transportation.

Dealership Name _____

Signature _____ Date _____

SECTION 10

POWER OF ATTORNEY

I hereby appoint I-69 ANDERSON AUTO AUCTION as my agent in fact to sign my name to the certificate of title in registration or releasing my interest in any transaction related to the buying and/or selling of any vehicle registered with I-69 ANDERSON AUTO AUCTION.

Dealer _____

By _____

Subscribed and sworn to before me this date _____

Notary Public _____

My commission expires _____ Resident of County _____

SECTION 11

RULES AND REGULATIONS

The principals on this document, namely buyer and seller, by registering and asking to do business with I-69 Anderson Auto Auction, do hereby agree to the following terms and conditions, in addition to all posted rules and regulations, signs, etc. visible in the auction arena. Buyer and Seller must produce the I.D. card issued by I-69 Anderson Auto Auction at the auction block at time of purchase.

All dealers must be licensed by their state and registered at this auction before doing business.

All transactions must clear through the office.

Any purchase other than "UNDER THE HAMMER" is an "AS-IS" transaction.

Buyers are responsible for verifying serial number and mileage reading on all purchases before leaving the sale. No vehicle will be offered for sale without a serial number plate.

Any vehicle sold AUCTION GUARANTEE (AG) protects you against a faulty transmission, any rod or bearing noise, cracked block, or faulty rear end. A.G. DOES NOT INCLUDE: clutches, heads, valves, air compressors, electrical equipment or passing gear.

EMISSION CONTROLS - Any vehicle sold with a punched-out gas tank or otherwise tampered emission control must be announced and may be arbitrated within one (1) hour. (EXCEPTION: AS-IS).

DIESEL CONVERSIONS MUST BE ANNOUNCED - Regardless of price or how sold.

ANY vehicle sold AS-IS means exactly that - YOU OWN THE VEHICLE. Any unit sold for $700.00 or less is automatically AS-IS. (ALL REPOS ARE AS-IS)

FRAME DAMAGE - Any vehicle sold with frame damage and not announced at time of sale may be returned within 48 HOURS. Seller will assume ownership of the vehicle. (Exception - Units selling for $700.00 or less)

Vehicles that had previous or current Salvage, Rebuilt or Flood Damage Title MUST BE ANNOUNCED AS SUCH. Seller will assume ownership of any vehicle sold in this condition within 30 days.

TITLE ATTACHED (TA) - Seller has 30 DAYS from date of sale to produce a clear title to any vehicle sold TITLE ATTACHED (TA). The vehicle can be returned after that time period. Buyer assumes all responsibility for any repairs or sales during that time period. Vehicles not announced "TA" can be turned down the day of sale if the seller cannot produce a title.

The selling dealer must furnish the purchaser with a usable title with all reassignments and odometer figures correctly recorded.

All stolen cars settled at purchase price less 2% per month.

Signature _____ Date _____