

New Dealer Application

*Please make sure you have **all** the following documents listed below with your application. We will **not** be able to process your application if any documents are missing.

These documents are required by law.

- Dealer Application
- Up to Date Dealers License
- Sales and Use Tax Certificate OR
Tax Exemption form
- EIN Document (comes from the IRS)
- Owners Driver's License

Completed Date: _____

Owners Signature: _____

Agreement to Terms and Policies:

In consideration of Central Auto Auction, DBA Statewide Auto Auction, allowing Dealer to buy motor vehicles through Auction, the undersigned personally covenant guarantee full payment of any debts of Dealer to Auction, including any checks Issued by Dealer or any of Dealer's representatives herein listed or additionally added by Dealer, together with any loss or expense incurred by Auction in collecting or attempting to collect such debt including attorney's fees. The undersigned unconditionally agrees to reimburse Auction for any loss, damage, expense, or cost including attorney's fees, incurred by Auction because of breach of the forgoing, Auction Terms & Conditions, Auction Regulating Policy} OVE Agreement, or other On-line Policy under which vehicle(s) was/ were purchased

The undersigned acknowledges the Auction shall have the right to refuse to transact business with Dealer, to modify or release any and all collateral security, to extend or change time of payment and to settle or compromise with Dealer without notice to the undersigned and without discharging or affecting the liability of the undersigned hereunder. This agreement is to be a continuing agreement and the undersigned hereby waives notice of acceptance of this agreement and presentment, demand, protest, and any notice of nonpayment or dishonor. The undersigned shall be liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of Creditors of Dealer shall not affect the enforceability of this agreement.

Notwithstanding the foregoing, nothing contained in here shall be construed to require Dealer to indemnify Auction from any loss resulting from any willful misconduct of Auction, its employees, or its agents.

By signing below, the undersigned agrees to these terms, the AUCTION Terms and Conditions and Regulating Policy of Auction and authorizes the Representatives noted above. (Terms & Conditions Regulating Policy are available online at Statewideauction.com and posted at auction.)

DEALERSHIP NAME: _____
OWNER(S) SIGNATURE: _____
PRINTED NAME(S): _____
DATE SIGNED: _____

How Did you hear
about us?

- ONLINE
- OTHER
- REFERRAL
- POSTCARD

STATEWIDE AUTO AUCTION
1756 NORTH BROAD ST MERIDEN, CT 06450
PHONE: 203-237-1975 FAX: 203-237-2418

Legal Name of Business: _____
Trade Name of Business: _____
Street: _____ City: _____
State: _____ Zip: _____
Phone: _____ Fax: _____
Dealership email: _____
Dealer License Plate #: _____

Owner Name: _____
Owner Cell: _____ Owner SSN: _____
Co-owner Name (If applicable): _____
Co-Owner cell: _____ Co-owner SSN: _____

Authorized representatives (you are allowed to add up to 5)

1. Name: _____ DOB: _____ SSN: _____ phone#: _____
Address: _____ state: _____ city: _____ zip: _____
Driver's license#: _____ state: _____ expiration date: _____
2. Name: _____ DOB: _____ SSN: _____ phone#: _____
Address: _____ state: _____ city: _____ zip: _____
Driver's license#: _____ state: _____ expiration date: _____
3. Name: _____ DOB: _____ SSN: _____ phone#: _____
Address: _____ state: _____ city: _____ zip: _____
Driver's license#: _____ state: _____ expiration date: _____
4. Name: _____ DOB: _____ SSN: _____ phone#: _____
Address: _____ state: _____ city: _____ zip: _____
Driver's license#: _____ state: _____ expiration date: _____
5. Name: _____ DOB: _____ SSN: _____ phone#: _____
Address: _____ state: _____ city: _____ zip: _____
Drivers license#: _____ state: _____ expiration date: _____

POWER OF ATTORNEY

The undersigned, and its subsidiaries hereby duly appoint Statewide Auto Auction, located at N. Broad St, Meriden, CT through its authorized employees and agents, to act as your ATTORNEY-IN-FACT to sign all papers and documents that may be necessary pertaining to the sale and subsequent title transfer of the vehicles or pertaining to the purchase of vehicles by the undersigned, including without limitation, any title, title transfer document, reassignment of odometer disclosure statements required by federal law.

In consideration of Statewide Auto Auction's agreement to execute such documents on behalf of the undersigned shall from time to time, the undersigned indemnify, defend and hold harmless Statewide Auto Auction, its affiliates, subsidiaries, officers, directors, employees, successors, and assigned from and against any and all loss, damages, liability, claims, cause of auction, and expenses of whatever kind and nature, arising from the execution by Statewide Auto Auction or its employees or agents of any certificate of title, odometer statement, bill of sale, or other documents necessary to transfer ownership of consigned vehicles. Notwithstanding the foregoing, nothing contained here in shall be construed to require the undersigned to indemnify Statewide Auto Auction, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns any loss resulting from the any gross negligence or willful misconduct of Statewide Auto Auction or its employees of agents.

This Power of Attorney shall be effective as the date of signing hereof on behalf of the undersigned unless earlier terminated by the undersigned in its sole discretion.

This Power of Attorney supersedes any previous authorization to act as agent and ATTORNEY-IN-FACT for the undersigned.

Dealerships Name: _____
Authorized Signature: _____
Printed Name: _____
Title: _____

Must be Notarized

Subscribed and sworn before me this _____ Day of _____ 20 _____

Notary Public: _____

Commission Expiration: _____ County of Residence: _____

AUCTION POLICY

1. Each dealership must have a complete application, dealer license, dealer bond and sales tax on file. Only dealers complying with the motor vehicle regulations of their state may attend the auction.
2. Dealers are responsible for providing annually updated copies of their dealer license and all changes pertaining to their dealership as they occur.
3. All authorized buyer's and seller's representatives must be listed on the application. The dealership is responsible for all transactions of each of these representatives. The auction will not remove or add any representative without written approval from the owner of the company.
4. A current driver's license must be used to enter the auction grounds and may be checked periodically by security.
5. **NO** retail customers are allowed. Any violation of this policy will result in revocation of auction privileges. Dealers are solely responsible for their employees and drivers.
6. **NO** children are allowed.
7. The auction reserves the right to refuse to auction any vehicle. The auction has the right to refuse or cancel any sale for any reason.
8. Personal checks are **not** accepted. If writing a check, it must be a business check approved by Statewide Auto Auction.
9. A service fee of \$100 will be charged for all returned checks. Restitution must be made before being readmitted into the auction. The dealer here in grants permission to the auction to sell any vehicle to offset any outstanding checks or fees.
10. A late fee of \$100, per vehicle will be charged for any vehicle not paid for by end of sale. If bids must be paid for by 4:00pm the following business day to avoid a late fee.
11. The seller is responsible for the accuracy of the vehicles information as well as announcements and accompanying lights. Representations must be announced through the auctioneer. It is the seller's obligation to correct any errors made by the auctioneer as to "announced conditions."
12. The auctioneer determines the successful bidder. By not signing the bill of sale, the buyer is not released from the purchase and is liable for any losses or expenses.
13. Auction is not bound by information listed in Electronic Data Vehicle Histories (EDVH), i.e. Carfax, Auto check, etc. and any vehicle may not be arbitrated solely on EDVH data. Auction may investigate vehicle history based on information that may impact arbitration.
14. The auction reserves the right to correct clerical errors.
15. Statewide Auction is not responsible for any missing keys, theft or damage of any vehicle and/or personal property theft on premises.
16. All vehicles on the Auction Property for **more than 6** working days will be stored at the owners' expense
17. Any stipulations, promises or guarantees made between buyer and seller must appear in writing on the bill of sale before it may become part of the transaction. The Auction assumes no responsibility for verbal commitments between buyer and seller.

ARBITRATION POLICY

If the vehicle you purchased was not properly represented, you must complete an Arbitration Request in the office. The Auction's arbitration decision will be final.

All boats, campers, RV's, ATV'S, trailers and motorcycles are not arbitrable for any reason. Recreational vehicles all must be free of taxes and liens. Statewide Auction does not guarantee the year, make, model or paperwork for any boat, camper, RV, ATV, trailer or motorcycle.

SELLING LIGHT SYSTEM

GREEN LIGHT-OK

These vehicles are sold with a drive and are mechanically sound with no single powertrain defect which exceeds \$700 to repair.

RED LIGHT- AS-IS

BLUE LIGHT- TITLE ATTACHED (NO TITLE)

Sellers have 14 days to provide titles if announced T/A

YELLOW LIGHT- LISTEN

Vehicles sold subject to the following conditions must be announced by the seller.

1. TMU and/or over 100,000 miles or Inoperative odometer
2. Salvage, flood, or insurance titles.
3. Structural damage including frame/unibody
4. Non-titled vehicles
5. Taxi or Livery use
6. Lemon law/Manufacturers Buy backs on vehicles 4 years older and newer as defined by calendar year.

GREEN LIGHT ARBITRATION – MECHANICAL

MECHANICAL ARBITRATION (BUYERS ARE HERE DURING AUCTION)

- **TUESDAY SALE-** The buyer has until 1PM on Wednesday to Arbitrate. After that time, the sale is final, and becomes the property of the buyer, in accordance with Auction Policy.
- **THURSDAY SALE -** The buyer has until 4:00pm on the day of sale to Arbitrate. After that time, the sale is final, and becomes the property of the buyer, in accordance with Auction Policy.

FRAME-UNIBODY DAMAGE (7 days)

STRUCTUAL DAMAGE POLICY

Frame, unibody and structural damage is guaranteed for 7 days from the date sold, must have a bld of \$3001.00 or higher, regardless of mileage. Altered frames on non-factory bodies such as limos, plow hitches are not arbitrable.

NOT SUBJECT TO ARBITRATION

- Any single driveline defect that cost \$700 or less to repair
- Any broken and/or damaged glass
- U joints; CV joints; wheel bearings; noisy exhaust systems; any engine accessories, i.e. power steering pump, water pump, A/C compressor, belt tensioners, smog pumps, etc: minor blow-by; lifter noise; upholstery; headliners; mats and trim; replaced, straightened or refinished sheet

- metal; springs and shocks; any suspension item, altered, modified or not; any steering system item; steering racks; cars needing minor adjustments or tune ups; leaky gaskets or seals.
- Any visible item
 - Yard deals
 - Conditions that are considered "normal" for specific manufacturers
 - Vehicles sold for **\$3000** or less are not subject to arbitration for any reason except TMU or branded titles. Unless sold with a "Personal Green"
 - 4x4/2x4 need not to be announced.
 - Frames on Wranglers, Tacomas, Rangers, Canyons, Colorados
 - Warning Lights – Air bags, A.B.S., S.R.S., T/C, brakes, oil, temp, or all other warning lights are not grounds for arbitration. Check engine lights may require diagnosis at the auction's discretion.

PERSONAL GREEN/AS-IS

Personal Green light is announced at seller's discretion regardless of year or mileage must meet "green light" requirements.

TITLE ATTACHED

Title attached MUST BE announced or the sale will be cancelled

The seller has up to 14 days to produce the title, if it was announced Title Attached. The buyer is **cautioned NOT to sell or spend any money on the vehicle until the title is received.** Buyer is required to notify the auction before returning the vehicle (after the 14th day). Additional mileage may not exceed 250 miles.

POST SALE INSPECTION

Guaranteed for 7 days and covers

- Engine
- Transmission
- 4x4
- Frame