



Statewide Auto Auction
1756 North Broad St
Meriden, CT 06450
P: 203.237.1975
F: 203.237.2418

GUARANTY

In Consideration of Auction allowing Dealers to buy and sell motor vehicles through the Auction, the undersigned, whether one or more, personally covenant, guarantee and warrant that the title to each vehicle sold by dealer through Auction will be good and be free and clear of all liens and encumbrances, whatsoever. The undersigned unconditionally agrees to reimburse Auction for any loss, damage, expense or costs, including attorney's fees, incurred by Auction as a result of breach of the foregoing warranty of title as to any such motor vehicle.

The Undersigned further guarantees full payment of any debts of Dealer to Auction, including any checks or drafts issued by Dealer or any Dealers representatives, together with any loss or expense incurred by Auction in collecting or attempting to collect such debt, including attorney's fees.

The undersigned further guarantees the Odometer Mileage Statement given by or on behalf of the Dealer in all sales of motor vehicles by it through the Auction, and agrees to reimburse, indemnify and hold harmless the Auction from all losses and expenses caused it by any such Odometer Mileage Statement. Guaranty issued by it in connection with any such sale, as well as any expense or costs incurred by Auction in collection or attempting to collect such losses, including attorney's fees.

The undersigned acknowledges that 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 guaranty is to be a continuing guaranty and the undersigned hereby waives notice of acceptance of this guaranty and presentment, demand, protest, and any notice of non-payment of dishonor. The undersigned shall be liable as principle debtor and not merely as surety, and the bankruptcy of any assignment in favor of creditors or Dealers shall not affect the enforceability of this agreement.

This instrument shall bind the respective heirs, executors, administrators and assigns of the undersigned and shall ensure to the benefit of the Auction, its successors, assigns and subrogates.

Where there is more than one signature to this agreement, each signatory shall be jointly and severally liable under this agreement.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seal this.

Dealerships Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

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

Notary Public: _____

Commission Expiration: _____ County of Residence: _____

Must be Notarized



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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: _____

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

Notary Public: _____

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Must be Notarized



STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

SALES & USE TAX RESALE CERTIFICATE

Issued to (Seller)

Address

I certify that Name of Firm (Buyer)

is engaged as a registered

Street Address or P.O. Box No.

- () Wholesaler
- () Retailer
- () Manufacturer
- () Lessor
- () Other (specify)

City State Zip

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased, or rented in the normal course of our business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

.....
.....

City or state State Registration
or I.D. No.

City or State State Registration
or I.D. No.

City or state State Registration
or I.D. No.

City or State State Registration
or I.D. No.

City or state State Registration
or I.D. No.

City or State State Registration
or I.D. No.

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a sales or use tax we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.

General description of products to be purchased from the seller:

I declare under the penalties of false statement that this certificate has been examined by me and to the best of my knowledge and belief is a true, correct and complete certificate.

Authorized Signature _____
(Owner, Partner or Corporate Officer) Title Date



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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 service fee of \$100, per vehicle will be charged for any vehicle not paid for by 4:00pm on the day of the sale. A fee of \$200 will be charged if not paid by Monday. If bids must be paid for by 4:00pm on Friday 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), ie. Carfax, Autocheck, 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 15 working days will be considered abandoned, and are subject to towing charges and fees.
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.

RESERVING NUMBERS

Reservations may be made in person with all paperwork (re-assignments, letter of corrections etc.) Vehicles can only run 2 weeks in a row and \$20 should be paid for registration each time, the vehicle runs. Exporters cannot sell vehicles at the auction. We do not take donation vehicles.



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ARBITRATION POLICY

Arbitration requests must be made in person by end of day on the day of sale. All defects must be listed, as only one arbitration per vehicle will be allowed. In matters of interpretation of auction policy, the decision of the auction management will be final.

All boats, campers, RV's, ATV'S, trailers and motorcycles are not arbitratable 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.

FRAME-UNIBODY DAMAGE STRUCTURAL DAMAGE POLICY

Frame, unibody and structural damage is guaranteed for 7 working days by the seller except if sold for less than \$1500.00. Altered frames on non-factory bodies such as limos, plow hitches and are not arbitratable.

NOT SUBJECT TO ARBITRATION

- TMU, over 100k (unless personal green)
- Yard deals
- Diesel Engines
- CV joints hub/bearing, assemblies, rack & pinion
- Engine Lights, ABS A/C, SRS, ETC.
- Conditions that are considered "normal" for specific manufacturers
- Vehicles sold for \$1500 or less are not subject to arbitration for any reason except TMU or branded titles.
- Head Gaskets on Subaru's
- 4x4/2x4
- Frames on Jeep Wranglers and Toyota Tacomas
- Jeep rear-ends

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

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.

SELLING LIGHT SYSTEM

GREEN LIGHT-OK

These vehicles are sold with a drive and are mechanically sound with no single powertrain defect which exceeds \$600 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 and excessive rust if sold for more than 1500.
4. Non-titled vehicles
5. 2 wheel drive (SUVs & Pick-ups)
6. Lemon law/Buy backs on vehicles 4 years older and newer as defined by calendar year.



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References

AUCTION REFERENCE:

Name: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

OTHER REFERENCES:

Name: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

Name: _____

ADDRESS: _____

CITY, STATE, ZIP: _____