



Dealer File Checklist

Thank you for applying to Statewide Auto Auction

In order to process your application in a timely manner, please use this checklist sheet to ensure we have the necessary paperwork from your dealership. A fax application may also be accepted.

_____ Completed Application with Owner's Signature

_____ Proof of Ownership (Articles of Incorporation; form that shows all officers and titles) **Must be NOTARIZED**

_____ Copy of a **CURRENT** Dealer's License

_____ Copy of **CURRENT** Sales Tax Certificate

_____ Copy of Voided Business Check

_____ Power of Attorney **Must Be NOTARIZED**

_____ Copy of All Representatives' **CURRENT** Driver's License

1) _____ Title: _____

2) _____ Title: _____

3) _____ Title: _____

4) _____ Title: _____

5) _____ Title: _____

DEALER APPLICATION

Legal Name of Dealership _____

DBA _____

Address _____ City _____ State _____ Zip _____

Mailing Address (if different) _____

Phone () _____ Cell () _____ Fax () _____

Email Address _____ Website Address _____

Dealers License # _____ Dealer Sales Tax # _____

Employer ID # _____ Owner Signature _____

Principal Owner _____ Owner SSN # _____

Is the dealer an: _____ Individual _____ Partnership _____ Corporation

Type of Dealership: _____ Franchised _____ Used _____ Wholesale

If franchised, make of cars sold: _____

Date dealership was organized: _____

Method of payment if you buy: _____ Cash _____ Checks _____ Credit Card

REFERENCES

Other Auctions Attended:

Name _____ Name _____

Address _____ Address _____

City, State, Zip _____ City, State, Zip _____

LIST OF OWNERS AND OFFICERS

Name _____ Title: _____

Home Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell _____

Name _____ Title: _____

Home Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell _____

Name _____ Title: _____

Home Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell _____

Name _____ Title: _____

Home Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell _____

GUARANTY

In consideration of Auction allowing dealer to buy and sell motor vehicle through 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 of 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 in 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 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 nonpayment of dishonor. The undersigned shall be liable as principal debtor and not merely as surety, and the bankruptcy of any assignment in favor of creditors or Dealer 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 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

Dealership Name

Authorized Signature: _____

Printed Name: _____

Title: _____

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

Notary Public

Commission Expiration: _____ County of Residence: _____

MUST BE NOTARIZED

AUTHORIZED REPRESENTATIVES

The following person or persons are duly authorized to buy and sell automobiles, to execute checks or drafts, to execute bills of sale, odometer/mileage statements, assignments of titles and warranties, on behalf of Dealer. The authority of the following persons to act on behalf of Dealer shall continue in full force and effect until terminated by Dealer, in writing, to the Auction. Dealer does not hereby guarantee all transactions made by such persons, and does not indemnify and hold harmless the Auction, from all loss or expense caused it as a result of any such transaction including losses from dishonored checks, 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.

ONLY 5 REPRESENTATIVES PER DEALERSHIP

1) Representative _____ **Rep SSN #** _____

Home Address _____

Date of Birth _____ Home # _____

Cell # _____ Email _____

Driver's License # _____ **State** _____

Owner's Signature _____ **Date** _____

2) Representative _____ **Rep SSN #** _____

Home Address _____

Date of Birth _____ Home # _____

Cell # _____ Email _____

Driver's License # _____ **State** _____

Owner's Signature _____ **Date** _____

3) Representative _____ **Rep SSN#** _____

Home Address _____

Date of Birth _____ Home # _____

Cell # _____ Email _____

Driver's License # _____ **State** _____

Owner's Signature _____ **Date** _____

4) Representative _____ **Rep SSN #** _____

Home Address _____

Date of Birth _____ Home # _____

Cell # _____ Email _____

Driver's License # _____ **State** _____

Owner's Signature _____ **Date** _____

5) Representative _____ **Rep SSN #** _____

Home Address _____

Date of Birth _____ Home # _____

Cell # _____ Email _____

Driver's License # _____ **State** _____

Owner's Signature _____ **Date** _____

Dealership Name: _____

Dealership ID #: _____

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 our ATTORNEY-IN-FACT to sign all papers and documents that may be necessary pertaining to the sale and subsequent title transfer of the vehicles consigned by the undersigned to Statewide Auto Auction for its auction 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 assigns from and against any and all loss, damages, liability, claims, cause of action, 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 herein shall be construed to require the undersigned to indemnify Statewide Auto Auction, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from any loss resulting from any gross negligence or willful misconduct of Statewide Auto Auction or its employees or agents.

This Power of Attorney shall be effective as of 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.

Dealership Name

Authorized Signature: _____

Printed Name: _____

Title: _____

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

Notary Public

Commission Expiration: _____ County of Residence: _____

MUST BE NOTARIZED

POLICIES

Arbitration:

Arbitration is available for green light vehicles only and must be completed by 10am Friday for vehicles purchased on Thursday and 10am Monday for vehicles purchased on an 'if bid'.

Titles:

Sellers have 15 business days from the date sold to provide titles to vehicles that ran TA. After the 15 business days the vehicle can be returned for a refund of the purchase price only. If the title arrives before the vehicle does on the 15th day the vehicle is not returnable.

A \$100 fee will be applied to the seller for any vehicle returned for no title.

Fees:

All vehicles purchased on Thursday are to be paid in full by 4pm Friday or a \$100 late fee will be applied.

All vehicles purchased on an 'if bid' are to be paid in full by 4pm Monday or a \$100 late fee will be applied.

There is a \$15 lot fee due from buyers for all drive thru vehicles purchased.

Storage:

All sold and non-sold vehicles are to be removed from our lot by the following Wednesday. Any vehicle left on our lot will be charged \$7 a day until the vehicle is removed.