

ATHENS AUTO AUCTION
5050 ATLANTA HWY
BOGART, GA 30622
PHONE: # (770) 725-7676 FAX: # (770) 725-9076

Thank You for your interest in Athens Auto Auction, we look forward to doing business with you. Our goal is to make this auction the one you enjoy doing business with.

Enclosed in this document, you will find the Dealer Pack. Dealers are expected to completely finish the packet. Return it back as soon as you complete it, along with copies of your information. We will need the following copies:

- Dealer Bond
- Dealer's License
- State issued 12 digit tag number (Georgia Dealers)
- Sales Tax Certificate
- Liability Insurance
- Dealer Tag #'s
- Photo copy of DL for authorized buyers

The seller on any vehicle is to announce any and all "Legends" on the title, salvage, salvage history, flood damage, frame damage, or any odometer discrepancies. All dealers selling any vehicle without the title present must produce the title within thirty (30) Days of the sale date.

Auction run numbers may be made in advance. To insure good numbers, please contact us as soon as possible as to how many numbers you will need for the next auction.

Again, thank you for this opportunity, and as always, we look forward to doing business with you in the very near future.

If you have any questions concerning this packet, or any other questions, please feel free to contact us at any time @ 770-725-7676.

Sincerely,

Greg Langford CEO
Athens Auto Auction

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Name of Dealership: _____

Address: _____

Office Phone #: _____ FAX #: _____

Sales Tax #: _____ Fed ID #: _____

Type of Business: _____

Owner #1: _____

Home Address: _____

City & State: _____ Zip: _____

Home Phone: _____ Alt. #: _____

E-Mail Address: _____

DL #: _____ SSN: _____ DOB: _____

Type of Business: _____

Owner #2: _____

Home Address: _____

City & State: _____ Zip: _____

Home Phone: _____ Alt. #: _____

E-Mail Address: _____

DL #: _____ SSN: _____ DOB: _____

Authorized Agents

Name: _____ Phone #: _____

Address: _____ City & St. _____ Zip: _____

Name: _____ Phone #: _____

Address: _____ City & St. _____ Zip: _____

AUCTION REFERENCES – (Other auctions you attend)

Auction Name _____ Contact _____

Telephone _____ Contact Cell # _____

Auction Name _____ Contact _____

Telephone _____ Contact Cell # _____

Auction Name _____ Contact _____

Telephone _____ Contact Cell # _____

BUSINESS REFERENCES

Name _____ How Long Doing Business _____

Address _____ City & State _____ Zip _____

Telephone # _____ Contact Name _____

Name _____ How Long Doing Business _____

Address _____ City & State _____ Zip _____

Telephone # _____ Contact Name _____

By signing below I give Athens Auto Auction permission to check my credit and reference information I have provided.

Sign _____ Date _____

WE APPRECIATE YOUR TIME IN HANDLING THIS REQUEST FOR INFORMATION. WE LOOK FORWARD TO DOING BUSINESS WITH YOU AT ATHENS AUTO AUCTION. PLEASE FEEL FREE TO CALL ON ME FOR ASSISTANCE YOU MAY NEED NOW OR IN THE FUTURE. YOU CAN REACH ME @ 770-725-7676 ext. 26 OR MY CELL @ 706-654-8891. THANK YOU.

Angie Lunsford

BANK INFORMATION
ATTENTION ACCOUNT MANAGER

BANK NAME _____ CONTACT _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE # _____ FAX # _____

In order for the dealer listed below to participate at auctions held by Athens Auto Auction, the following information is required. Please release any information available. We greatly appreciate your help in this matter.

Customer Account Name _____

Customer Name _____

Account Number _____

To be answered by Bank Official:

Regular Checking since _____

Account is handled: Satisfactory _____ Unsatisfactory _____

Average Balance:

Low _____ Med _____ High _____

NSF's Last 6 Months? _____ Last 12 Months? _____

Are Checks Ever Returned? _____ Drafts Picked Up Promptly _____

Printed Name of Officer: _____

Signature: _____ Date: _____

Please call Angie Lunsford, Sales Manager of Athens Auto Auction if you have questions about information needed for this request. Again, thank you for taking the time to handle this request.

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DEALER REGISTRATION AGREEMENT

This Dealer Registration Agreement, dated as of _____, is made and entered into by and between (Dealer) _____ and Athens Auto Auction.

In consideration to the following recitals, representations, guarantees, covenants, and agreements contained herein, Dealer and Auction agree as follows:

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

2) Dealer recognizes and acknowledges that Athens Auto Auction is not to be deemed to be the seller of any vehicle for any purpose nor is the transferor required to give the Federal Odometer Mileage Statement in connection with any sales at this location within 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 this Auction are conducted under published Auction Rules/Policies, as amended from time to time.

4) The persons indicated in this Dealer Pack as "Authorized Agents" are duly authorized by Dealer to buy and sell automobiles, to execute checks or drafts, and to execute bill of sale, Odometer Mileage Statements, assignments of title, and warranties of title on behalf of Dealer in writing to the auction. Dealer does hereby guarantee all transactions made by such persons, and does indemnify and hold harmless the Auction from all loss or expense caused it as a result of any such transaction including but not limited to losses from dishonored checks or drafts, defected 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 on 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 the Auction against any claims, loss, damage, expense, and attorney fees that the Auction may sustain by reason of so acting for Dealer.

6) Dealer assumes all risks of loss, liability, and damage incident to or arising out of any vehicle left on the premises and the Dealer shall provide insurance for such loss, liability, and damage.

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

- A) Dealer will fully and accurately disclose the description, and mileage of the vehicle and solely responsible for such representation.
- B) Dealer is the true and lawful owner of this vehicle.
- C) Dealer has good and right power to sell the vehicle.
- D) Dealer guarantees, without exception, that the 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 title.

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

F) Dealer agrees to pay to the Auction such fees as the Auction Rules/Policies provide for any vehicle which goes through the Auction but is not sold. Dealer specifically grants to the Auction a possessor lien against any such vehicle for which is due for the payment of such fee.

G) Dealer will hold harmless and indemnify the Auction and the buyer 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) The Auction does inspect vehicles delivered to it for sale; further, the seller is responsible for all representatives of description, condition, and mileage and for disclosure statements relating to the vehicle.

B) Dealer will examine any vehicle bought and accept the vehicle in its present condition. C) Dealer will pay the Auction the purchase price of the vehicle by check or cash

(as required by the Auction) immediately upon the tender of good title there to. Upon failure to so pay, Auction may without further notice to the Dealer dispose of such vehicle through subsequent auction sale, and Dealer shall be liable to the 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.

D) The title and ownership of the vehicle shall remain in the name of the seller of the vehicle until any check is given as payment for the vehicle has been honored and paid in full.

9) Dealer agrees to honor payment of any check immediately when properly presented to Dealer's bank for payment. Dealer will not, under any circumstances, stop payment of its check without the advance written approval of any authorized representative of the Auction; then if approved, Dealer will return the vehicle at Dealer's expense to the Auction's place of business within 24 hours. Dealer further agrees to hold the Auction harmless for and indemnify the Auction against any loss as a result of a check being dishonored by the bank upon which it is drawn.

10) Dealer hereby authorizes the Auction to investigate Dealer's credit history including but not limited to the banks and other financial institutions with whom the Dealer does business and agrees to execute any documents required by any such bank or financial institution to release financial information to the Auction.

11) The Auction guarantees to the buyer good and valid title to each vehicle bought at the Auction subject to the following terms, conditions and limitations:

A) The guaranty covers only invalidities in title existing at the sale and does not cover

more technical defects which can be removed by execution and delivery to the buyer, or prior owners of legally required papers without the necessity of any payment.

B) The amount of the Auction's liability under its guaranty shall never exceed the sale price of the vehicle, and the maximum amount of the Auction's liability shall be reduced by deducting from the sales price 2% thereof on the first of each month following the date of the sale and all liability of the Auction will expire and terminate on the first day of the forty-eighth (48) month after the date of the sale.

C) The guaranty is expressly limited to the Dealer who purchased the vehicle at the Auction, and the guaranty is not negotiable or transferable.

D) The guaranty shall be void if the buyer does not pay the purchase price for the vehicle. E) Whenever any claim is made by any person against the title of the vehicle, whether by any suit or otherwise, the buyer shall within five (5) days after becoming aware of "the claim notify "the 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.

F) On payment of any claim under the guaranty, the buyer will execute all necessary papers subrogation its right to recover against the seHer, or others, to the Auction.

G) The buyer shall not surrender possession of the vehicle to any claimant except as required by legal process, nor shall buyer voluntarily payor acknowledge the validity of any such claims without prior approval of the Auction.

H) Time is the essence of this section of this Agreement and any failure on the part of the buyer to notify the Auction of any such claim shall vitiate the Auction's liability under the guaranty. Likewise failure of "the buyer to cooperate in defending any such claim shall relieve the Auction of liability under the guaranty.

I) The guaranty does not include motorcycles, boats, campers, or trailer titles.

J) The guarantee does not apply to vehicles sold by bill of sale without title.

12) This agreement may be terminated by the Auction at any time with or without cause. The parties' obligations under this agreement with respect to transactions completed prior to shall survive termination.

13) Only an instrument in writing signed by both parties may amend this Agreement.

14) Any controversy or claim arising out of this agreement or relating in any way to any transaction at the Auction or otherwise in which Dealer engaged pursuant to this agreement shall be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator's (which may include the costs of arbitration and reasonable attorney's fees to the prevailing party) may be entered in any Court having jurisdiction thereof.

15) Seller has the right to "Green Light" a vehicle AFTER the bid becomes \$3000.00 or more. Only the motor and transmission are able to be up for arbitration. 16) The cost of repairs MUST exceed \$400.00 to be arbitratable.

DEALER:

NAME: _____

SIGNATURE: _____

TITLE: _____

AUCTION:

Athens Auto Auction

SIGNATURE: _____

TITLE: _____

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Attention Dealers: This Form is for your authorized buyers/sellers. Therefore any person that enters the auction and tries to buy or sell as a dealer, **must be an authorized representative** for my company (name of company) _____. I understand and agree that the authority of the person(s) listed below to act on behalf of my company shall continue in full force and affect until terminated by myself in writing to Athens Auto Auction. I hereby guarantee all transactions made by such person(s), and agree to indemnify and hold harmless Athens Auto Auction from all loss or expenses caused by a result of any transactions including but not limited to, losses from dishonored checks, defected titles, and false or inaccurate Odometer Mileage statements, as well as any expenses incurred in attempting to collect such losses, including attorney's fees.

*Please list below **ALL** representatives for your company.

DATE COMPLETED: ____/____/____

DEALERSHIP NAME: _____

OWNER OF DEALERSHIP: _____

SIGNATURE OF OWNER: _____

AUTHORIZED REPRESENTATIVES NAME

PHONE

THANK YOU FOR YOUR COOPERATION REGARDING THIS MATTER, AND AS ALWAYS, WE LOOK FORWARD TO DOING BUSINESS WITH YOU.

Sworn and subscribed before me n this _____ day of _____ 2009.

Notary Public