

Farmington Auto Auction

1661 W. Murray Dr. • P. O. Box 2931 • Farmington, NM 87401

Phone: (505)326-1005 • FAX (505)326-1007

Enclosed you will find a dealer packet. In order to properly register your dealership you will need to return the following to our office as soon as possible.

1. Dealer Auction Access Registration Application
All information completely filled out and all applicable places signed.
2. Auction Access Auction Access User Agreement
3. W9
4. Auction Access Dealership Authorization of an Individual and Individual Authorization Letter
 - A. Owner
 - B. Officer/Manager
 - C. Representatives
5. Farmington Auto Auction Personal Guaranty Form
6. Auction Access Bank Authorization Letter
7. Bank letter
Signed and returned. We will send it to your bank. This must be on file before we can accept any company check.
8. Farmington Auto Auction Rules & Policies Form
9. GSA Registration Form
Copy of GSA Fleet Vehicle Sales Terms & Conditions for Live Sales.
10. Current Dealer's license.
11. Current Dealer's bond
12. Auction Access Dealer Licensing Information Form
13. Legible copies of driver's licenses for all authorized representatives.

The Farmington Auto Auction is a Dealers Only Auction which takes place every Wednesday morning at 10:00 am. We are located at 1661 W. Murray Dr. Farmington on the newly widened truck route. The Farmington Auto Auction sits on 10 acres which includes an 8,000 sq. ft. auction building with two lanes, snack bar, offices and all the comforts of a first class building.

The Farmington Auto Auction can also provide transportation of your vehicles. Call the auction and ask for the transportation department and request a pickup, it's that simple.

If you are planning to attend the auction and would like to stay the night, we can reserve you a room at one of the many fine hotels in Farmington. All you need to do is call the auction and one of our representatives will make the reservations for you.

If you have any further questions, please don't hesitate to give us a call. We look forward to seeing you at one of our sales.

Sincerely,

Farmington Auto Auction



Registration Application

Dealership Information

Dealership AuctionACCESS ID: _____

Trade or DBA Name: _____

Legal Name (if different): _____ Date Business Started: _____

Federal ID: _____
(US-EIN, MX-RFC, CA-GST/BIN, International-Owners Passport)

RIN (Canadian Province of Ontario only): _____

Check only one ☐ Sole Proprietorship ☐ General Partnership ☐ Limited Partnership
Company Type: ☐ Business Corporation ☐ Limited Liability Company ☐ Unlimited Liability Corporation

Business Types

| Check all that apply | New | Used | Lease | Wholesale | Parts | Salvage | Export | Rental |
|-----------------------|-----|------|-------|-----------|-------|---------|--------|--------|
| Automobile | | | | | | | | |
| Motorcycle | | | | | | | | |
| Moped | | | | | | | | |
| RV | | | | | | | | |
| Mobile Home | | | | | | | | |
| Trailer (Pull Behind) | | | | | | | | |
| Motorcycle (Off Road) | | | | | | | | |
| ATV | | | | | | | | |
| Snowmobile | | | | | | | | |
| Heavy Equipment | | | | | | | | |
| Boat | | | | | | | | |
| Personal Watercraft | | | | | | | | |
| Airplane | | | | | | | | |
| Unknown | | | | | | | | |

Contact Information

Lot Address: _____

City: _____ Colony (if applicable): _____

St/Prov (if applicable): _____ Postal Code: _____ Country: _____

Mailing Address: _____

City: _____ Colony (if applicable): _____

St/Prov (if applicable): _____ Postal Code: _____ Country: _____

Bus. Phone Number: _____ Bus. Fax Number: _____

Email Address: _____ Website Address: _____

Agreement

Dealership AuctionACCESS ID: _____

You, the undersigned entity and individuals, hereby authorize AutoTec, LLC, its affiliate Auction Insurance Agency("AIA"), and those customers that subscribe to AutoTec's AuctionACCESS system (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions) (collectively, "Customers") to provide, obtain, store, use, and share amongst themselves, and externally, as each sees fit, the information contained on this application, on any other forms provided to AutoTec, and other information regarding you and/or your dealings with each, including transaction, bank, and credit information and consumer reports. You acknowledge that AutoTec provides such information to Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Customers are not limited to businesses in the automobile auction or dealer industries, but may also include other businesses providing goods or services to such industries.

By signing below, you (1) agree to the terms of this application, any exhibits hereto, and AutoTec's Terms and Conditions as they may be amended from time to time and posted on www.AuctionACCESS.com, (2) warrant that you are solvent, properly registered to do business and licensed as a dealer (if applicable), and that the information provided herein is complete, accurate, and truthful, (3) acknowledge that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit with any Customer, which each retain the discretion to deal with you as they see fit, (4) agree to be bound by the policies and procedures of each Customer at which you register or transact with your AuctionACCESS credentials, (5) agree that AutoTec, AIA, and each Customer, on their own behalf or on behalf of their respective customers and business partners may contact you for any commercial or advertising purpose using the telephone numbers (whether business, home, or mobile numbers), fax numbers, e-mail addresses, and/or other contact information provided on this form, or otherwise used in connection with your business, and (6) agree to disclose AuctionACCESS numbers only to AutoTec Customers.

You agree that these terms and any other commitments or account forms submitted to AutoTec, its affiliates, and any Customers, by you or any authorized Individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Signature

Legal Name of Entity (Corp/LLC/LLP/ULC/Partnership/Individual) _____

Trade or DBA Name of Entity _____

By: _____

Its: _____

Printed Name of Authorized Signer (Owner/Officer/Manager) _____

Title of Authorized Signer (Owner/Officer/Manager) _____

Signature of Authorized Signer (Owner/Officer/Manager) _____

Date of Signature _____

Owners

Owner Name

Owners AA ID

Owner Name

Owners AA ID

References

Auction Name

Phone Number

Franchise Information

Franchise Name

Franchise Number

Franchise Name

Franchise Number



AuctionACCESS User Agreement

Agreement

To Whom It May Concern:

The individual referenced below ("Individual" or "you") wishes to be authorized, as of the date listed, as a user of AutoTec LLC's AuctionACCESS System ("System") as part of the Individual's employment with the below listed AuctionACCESS Subscribing Customer. By signing below, you understand that you alone are authorized to use your System login ID. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your login credentials. If you provide your username and or password to an unauthorized person, we may suspend or terminate your System privileges. You agree to immediately notify us of any unauthorized use of your username and password or any other breach of security. AutoTec is not liable for any loss or damage arising from your failure to comply with this section.

Individual agrees to comply with all laws, regulations and rules that apply to your use of the System and/or privileges it accords you wherever you are located.

Individual agrees to treat all company and individual files, System elements and any non-public information and/or AutoTec's confidential information strictly confidential during the term hereof and beyond. Individual is also responsible for maintaining confidentiality of any non-public information printed or saved directly from System access resulting from the Individual's login credentials. Individual agrees to defend and indemnify AutoTec, its directors, employees and agents against any claim or damage arising out of individual's breach of foregoing provision.

Printed Legal Name of Individual

Individual Signature

Email Address

Date (mm/dd/yyyy)

AuctionACCESS Subscribing Customer: (Please Select One)

☐

ADESA

☐

Manheim

☐

Independent

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

| | |
|--|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| 2 Business name/disregard entity name, if different from above | |
| 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) > _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| 6 City, state, and ZIP code | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|--|--|--|
| Social security number | | | | | | | | | |
| | | | | - | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | - | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA) and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|--------------------------------------|------------------|
| Sign Here | Signature of U.S. person > | Date > |
|------------------|--------------------------------------|------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return. Examples of information returns include, but are not limited to, the following:

- * Form 1099-INT (interest earned or paid)
- * Form 1099-DIV (dividends, including those from stocks or mutual funds)
- * Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- * Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- * Form 1099-S (proceeds from real estate transactions)
- * Form 1099-K (merchant card and third party network transactions)

- * Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- * Form 1099-C (cancelled debt)
- * Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Dealership Authorization of an Individual

Dealership Name: _____ Dealership AuctionACCESS ID: _____

Printed Legal Name of Individual

Individual's AuctionACCESS ID

Date of Birth

Add or Change Roles

By signing or clicking approval below, the dealership referenced above ("you", "your", or "yours") authorizes AutoTec, LLC ("we", "us", or "our") to register the individual listed above ("Individual") to serve as your representative and agent in the following capacity:

The role designated below will be the only role in effect for this Individual for this Dealership, replacing any previous role authorization (check one).

☐ Representative

☒ Owner

☐ Officer/Manager

☐ Driver

Subject to our acceptance of this authorization, you acknowledge the following: (i) the capacities in which the Individual is authorized as your agent apply at and with us and our subscribing AuctionACCESS customers ("Customers"), including affiliates; (ii) the authorization will be valid until one business day after we receive and process your written notice of termination in the form of a Dealer Removal Letter; and (iii) once processed, the most recent authorization received and accepted by us will replace any prior authorization(s) for the Individual for transactions thereafter.

If you designate the Individual in the capacity of "Representative," "Owner," or "Officer/Manager" in this form, the Individual may buy and sell automobiles for you and execute company checks, drafts, certificates of title, and/or any other instruments or documents on your behalf at or with any Customer. All categories, including "Drivers," may pick up, receive, and/or deliver cars or other property on or for your account.

You guarantee performance of all obligations and payment of all debts incurred or authorized by this Individual on your account with us or any Customer. This guaranty includes but is not limited to payment of losses from dishonored checks or drafts, defective titles, or false or inaccurate Odometer Mileage Statements. You also guarantee that the Individual will honor the AutoTec Terms and Conditions (as they may be amended from time to time and posted on www.AuctionACCESS.com), conduct business with us and our Customers in a fair and ethical manner, honoring all policies and procedures of each, and respecting decisions of ours or our Customers with respect to same. You will indemnify and hold harmless Customers, AutoTec, LLC, each's affiliates, and the officers, directors, employees, and agents of each of the foregoing, against any liability, loss, damages (including punitive damages), claim, settlement payment, cost, expense, award, judgment, fee, or other charge, including reasonable attorneys' fees, arising out of or relating to the authorized Individual's actions, as well as any expense incurred in attempting to collect such losses, including attorney fees.

Our Customers are third-party beneficiaries of this authorization agreement. At their election, and in their sole discretion, they may avail themselves of any provision of this agreement. However, this document is a supplement to, and not a replacement or modification of, any agreement you have with those Customers, or any policies and procedures of such Customer. Each Customer retains the right to stop doing business with this Individual as it sees fit.

Use of the AuctionACCESS System is open only to licensed dealers and their business associates and is a privilege, not a right. You may authorize and register only those individuals who are bona fide employees or independent contractors for your dealership. Retail buyers or others not affiliated with your business are not eligible to use the System. By signing or clicking approval below, you also certify that the Individual is affiliated with your business and is eligible to use the System. We reserve the right to immediately terminate any authorization obtained for ineligible persons and the right to terminate your AuctionACCESS membership if you authorize a person who is not eligible to use the System, as well as the right to terminate either or both without cause in our sole discretion.

You agree that these terms and any other commitments or account forms submitted to AutoTec, its affiliates, and any Customers, by you or any authorized Individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Signature

By: _____

Printed Name of Authorized Signer (Owner/Officer/Manager)

Its: _____

Title of Authorized Signer (Owner/Officer/Manager)

Date: _____

Signature of Authorized Signer (Owner/Officer/Manager)



Individual Authorization Letter

Agreement

Date: _____ Individual's AuctionACCESS ID: _____

To Whom It May Concern:

You, the individual referenced below ("Individual" or "you"), wish to register, as of the date listed above, with AutoTec, LLC's AuctionACCESS System. You hereby authorize AutoTec, LLC, its affiliate Auction Insurance Agency, and those of its customers that subscribe to AutoTec's AuctionACCESS System (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions) and at which you deal (or otherwise provide any AuctionACCESS number) at any time ("Customers") to provide, obtain, store, use, and share amongst themselves, and externally, as each sees fit, the information contained on this application, on any other forms provided to AutoTec, and other information regarding you and/or your dealings with each, including transaction, bank, and credit information and consumer reports. You understand that AutoTec provides this information to said Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Customers are not limited to businesses engaged in the automobile dealer or auction industries, but may also include other businesses providing goods or services to such industries. By signing below, you (1) agree to the terms of this registration and AutoTec's Terms and Conditions (as they may be amended from time to time) posted on www.AuctionACCESS.com, (2) warrant that you are solvent and the information provided herein is complete, accurate, and truthful, (3) acknowledge that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit with any Customer, (4) agree to be bound by the policies and procedures of each Customer with whom you deal or attend, (5) agree that AutoTec, LLC, Auction Insurance Agency, and subscribing Customers may contact you, or their own behalf or on behalf of their respective sellers, consignors, or other customers, for any commercial or advertising purpose, using the telephone numbers (whether business, home, or mobile numbers), fax numbers, e-mail addresses, and other contact information provided on this form, or at any other address, telephone number, fax number, or e-mail address used in connection with your business, and (6) agree to disclose AuctionACCESS numbers only to subscribing Customers. You agree that these terms and any other commitments or account forms submitted by you to AutoTec, its affiliates, and any Customers shall have the same force and effect as though personally signed by you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Date of Birth: _____ Taxpayer ID Number: _____ Please select ID type: US: ☐ SSN ☐ ITIN ☐ Mexico: ☐ CURP ☐ Other: ☐ N/A ☐

Printed Legal Name of Individual _____

Individual Signature _____

Photo Identification

☐ Driver's License ☐ State/Province Issued ID ☐ Passport ☐ Voter Registration Card (Mexico Only)

Photo ID Number: _____ State/Province or Country: _____

Issue Date: _____ Expiration Date: _____

Contact Information

Home Address: _____

City: _____ Colony (if applicable): _____

State/Province (if applicable): _____ Postal Code: _____

Country: _____ Email: _____

Mobile Telephone: _____ Home Telephone: _____



Dealership Authorization of an Individual

Dealership Name: _____ Dealership AuctionACCESS ID: _____

Printed Legal Name of Individual _____ Individual's AuctionACCESS ID _____ Date of Birth _____

Add or Change Roles

By signing or clicking approval below, the dealership referenced above ("you", "your", or "yours") authorizes AutoTec, LLC ("we", "us", or "our") to register the individual listed above ("Individual") to serve as your representative and agent in the following capacity:

The role designated below will be the only role in effect for this Individual for this Dealership, replacing any previous role authorization (check one).

☐ Representative

☐ Owner

☒ Officer/Manager

☐ Driver

Subject to our acceptance of this authorization, you acknowledge the following: (i) the capacities in which the Individual is authorized as your agent apply at and with us and our subscribing AuctionACCESS customers ("Customers"), including affiliates; (ii) the authorization will be valid until one business day after we receive and process your written notice of termination in the form of a Dealer Removal Letter; and (iii) once processed, the most recent authorization received and accepted by us will replace any prior authorization(s) for the Individual for transactions thereafter.

If you designate the Individual in the capacity of "Representative," "Owner," or "Officer/Manager" in this form, the Individual may buy and sell automobiles for you and execute company checks, drafts, certificates of title, and/or any other instruments or documents on your behalf at or with any Customer. All categories, including "Drivers," may pick up, receive, and/or deliver cars or other property on or for your account.

You guarantee performance of all obligations and payment of all debts incurred or authorized by this Individual on your account with us or any Customer. This guaranty includes but is not limited to payment of losses from dishonored checks or drafts, defective titles, or false or inaccurate Odometer Mileage Statements. You also guarantee that the Individual will honor the AutoTec Terms and Conditions (as they may be amended from time to time and posted on www.AuctionACCESS.com), conduct business with us and our Customers in a fair and ethical manner, honoring all policies and procedures of each, and respecting decisions of ours or our Customers with respect to same. You will indemnify and hold harmless Customers, AutoTec, LLC, each's affiliates, and the officers, directors, employees, and agents of each of the foregoing, against any liability, loss, damages (including punitive damages), claim, settlement payment, cost, expense, award, judgment, fee, or other charge, including reasonable attorneys' fees, arising out of or relating to the authorized Individual's actions, as well as any expense incurred in attempting to collect such losses, including attorney fees.

Our Customers are third-party beneficiaries of this authorization agreement. At their election, and in their sole discretion, they may avail themselves of any provision of this agreement. However, this document is a supplement to, and not a replacement or modification of, any agreement you have with those Customers, or any policies and procedures of such Customer. Each Customer retains the right to stop doing business with this Individual as it sees fit.

Use of the AuctionACCESS System is open only to licensed dealers and their business associates and is a privilege, not a right. You may authorize and register only those individuals who are bona fide employees or independent contractors for your dealership. Retail buyers or others not affiliated with your business are not eligible to use the System. By signing or clicking approval below, you also certify that the Individual is affiliated with your business and is eligible to use the System. We reserve the right to immediately terminate any authorization obtained for ineligible persons and the right to terminate your AuctionACCESS membership if you authorize a person who is not eligible to use the System, as well as the right to terminate either or both without cause in our sole discretion.

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Signature

By: _____

Printed Name of Authorized Signer (Owner/Officer/Manager)

Its: _____

Title of Authorized Signer (Owner/Officer/Manager)

Date: _____

Signature of Authorized Signer (Owner/Officer/Manager)



Individual Authorization Letter

Agreement

Date: _____ Individual's AuctionACCESS ID: _____

To Whom It May Concern:

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Date of Birth: _____ Taxpayer ID Number: _____ Please select ID type: US: ☐ SSN ☐ ITIN ☐ Mexico: ☐ CURP ☐ Other: ☐ N/A ☐

Printed Legal Name of Individual _____

Individual Signature _____

Photo Identification

☐ Driver's License ☐ State/Province Issued ID ☐ Passport ☐ Voter Registration Card (Mexico Only)

Photo ID Number: _____ State/Province or Country: _____

Issue Date: _____ Expiration Date: _____

Contact Information

Home Address: _____

City: _____ Colony (if applicable): _____

State/Province (if applicable): _____ Postal Code: _____

Country: _____ Email: _____

Mobile Telephone: _____ Home Telephone: _____



Dealership Authorization of an Individual

Dealership Name: _____ Dealership AuctionACCESS ID: _____

Printed Legal Name of Individual

Individual's AuctionACCESS ID

Date of Birth

Add or Change Roles

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Representative



Owner



Officer/Manager



Driver

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If you designate the Individual in the capacity of "Representative," "Owner," or "Officer/Manager" in this form, the Individual may buy and sell automobiles for you and execute company checks, drafts, certificates of title, and/or any other instruments or documents on your behalf at or with any Customer. All categories, including "Drivers," may pick up, receive, and/or deliver cars or other property on or for your account.

You guarantee performance of all obligations and payment of all debts incurred or authorized by this Individual on your account with us or any Customer. This guaranty includes but is not limited to payment of losses from dishonored checks or drafts, defective titles, or false or inaccurate Odometer Mileage Statements. You also guarantee that the Individual will honor the AutoTec Terms and Conditions (as they may be amended from time to time and posted on www.AuctionACCESS.com), conduct business with us and our Customers in a fair and ethical manner, honoring all policies and procedures of each, and respecting decisions of ours or our Customers with respect to same. You will indemnify and hold harmless Customers, AutoTec, LLC, each's affiliates, and the officers, directors, employees, and agents of each of the foregoing, against any liability, loss, damages (including punitive damages), claim, settlement payment, cost, expense, award, judgment, fee, or other charge, including reasonable attorneys' fees, arising out of or relating to the authorized Individual's actions, as well as any expense incurred in attempting to collect such losses, including attorney fees.

Our Customers are third-party beneficiaries of this authorization agreement. At their election, and in their sole discretion, they may avail themselves of any provision of this agreement. However, this document is a supplement to, and not a replacement or modification of, any agreement you have with those Customers, or any policies and procedures of such Customer. Each Customer retains the right to stop doing business with this Individual as it sees fit.

Use of the AuctionACCESS System is open only to licensed dealers and their business associates and is a privilege, not a right. You may authorize and register only those individuals who are bona fide employees or independent contractors for your dealership. Retail buyers or others not affiliated with your business are not eligible to use the System. By signing or clicking approval below, you also certify that the Individual is affiliated with your business and is eligible to use the System. We reserve the right to immediately terminate any authorization obtained for ineligible persons and the right to terminate your AuctionACCESS membership if you authorize a person who is not eligible to use the System, as well as the right to terminate either or both without cause in our sole discretion.

You agree that these terms and any other commitments or account forms submitted to AutoTec, its affiliates, and any Customers, by you or any authorized Individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Signature

By: _____

Printed Name of Authorized Signer (Owner/Officer/Manager)

Its: _____

Title of Authorized Signer (Owner/Officer/Manager)

Date: _____

Signature of Authorized Signer (Owner/Officer/Manager)



Individual Authorization Letter

Agreement

Date: _____ Individual's AuctionACCESS ID: _____

To Whom It May Concern:

You, the individual referenced below ("Individual" or "you"), wish to register, as of the date listed above, with AutoTec, LLC's AuctionACCESS System. You hereby authorize AutoTec, LLC, its affiliate Auction Insurance Agency, and those of its customers that subscribe to AutoTec's AuctionACCESS System (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions) and at which you deal (or otherwise provide any AuctionACCESS number) at any time ("Customers") to provide, obtain, store, use, and share amongst themselves, and externally, as each sees fit, the information contained on this application, on any other forms provided to AutoTec, and other information regarding you and/or your dealings with each, including transaction, bank, and credit information and consumer reports. You understand that AutoTec provides this information to said Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Customers are not limited to businesses engaged in the automobile dealer or auction industries, but may also include other businesses providing goods or services to such industries. By signing below, you (1) agree to the terms of this registration and AutoTec's Terms and Conditions (as they may be amended from time to time) posted on www.AuctionACCESS.com, (2) warrant that you are solvent and the information provided herein is complete, accurate, and truthful, (3) acknowledge that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit with any Customer, (4) agree to be bound by the policies and procedures of each Customer with whom you deal or attend, (5) agree that AutoTec, LLC, Auction Insurance Agency, and subscribing Customers may contact you, or their own behalf or on behalf of their respective sellers, consignors, or other customers, for any commercial or advertising purpose, using the telephone numbers (whether business, home, or mobile numbers), fax numbers, e-mail addresses, and other contact information provided on this form, or at any other address, telephone number, fax number, or e-mail address used in connection with your business, and (6) agree to disclose AuctionACCESS numbers only to subscribing Customers. You agree that these terms and any other commitments or account forms submitted by you to AutoTec, its affiliates, and any Customers shall have the same force and effect as though personally signed by you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Date of Birth: _____ Taxpayer ID Number: _____ Please select ID type: US: SSN ☐ ITIN ☐ Mexico: CURP ☐ Other: N/A ☐

Printed Legal Name of Individual _____

Individual Signature _____

Photo Identification

☐ Driver's License ☐ State/Province Issued ID ☐ Passport ☐ Voter Registration Card (Mexico Only)

Photo ID Number: _____ State/Province or Country: _____

Issue Date: _____ Expiration Date: _____

Contact Information

Home Address: _____

City: _____ Colony (if applicable): _____

State/Province (if applicable): _____ Postal Code: _____

Country: _____ Email: _____

Mobile Telephone: _____ Home Telephone: _____

Farmington Auto Auction

1661 W. Murray Drive • P. O. Box 2931 • Farmington, NM 87401
Phone: (505)326-1005 • FAX: (505)326-1007

GUARANTY

In consideration of Auction allowing Dealer to buy and sell motor vehicles 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 will be free and clear of all liens and encumbrances, whatsoever. The undersigned unconditionally agrees to reimburse Auction for any loss, damage, expense, or cost, 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 debt of Dealer to Auction, including any checks or drafts issued by Dealer or any of Dealer's representatives, together with any loss or expenses incurred by Auction in collecting or attempting to collect such debt, including attorneys fees.

The undersigned acknowledges that Auction shall have the right to refuse to transact business with Dealer, to modify 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 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.

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

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

I hereby agree to abide by and adhere to the rules of the Farmington Auto Auction concerning any and all transactions. Farmington Auto Auction identification cards will be accepted on transactions only when presented by the authorized representative to whom the card was issued.

Dealer's Signature (Owner or Corporate Officer) (Date)

Dealer's Signature (Owner or Corporate Officer) (Date)



Bank Authorization Letter

To Whom It May Concern:

In order to enable the undersigned dealership to participate in AutoTec's AuctionACCESS System and thereby enhance its automotive business and ability to utilize bank accounts in connection with the same, you are hereby authorized to do the following:

- ◆ Release financial credit information, including account statements and credit reports, to AutoTec, LLC, its affiliate Auction Insurance Agency, and those customers that subscribe to AutoTec's AuctionACCESS System (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions and customers) ("Customers").
- ◆ Include the information contained in the attached Bank Reference Letter regarding the undersigned dealership and its business checking and other accounts as requested by the AuctionACCESS Customer, AutoTec, LLC, and/or Auction Insurance Agency.
- ◆ Share this information with the AuctionACCESS Customers with whom I wish to register.

The information will be used for business purposes in connection with the AuctionACCESS System and/or affiliated programs provided for subscribing Customers. We have agreed that our online or digital signature to this and other forms is binding as if personally signed. Thus, you may rely on any system generated acknowledgment stamp with IP address below.

Dealership AuctionACCESS ID: _____

Dealership Name: _____

Dealership Address: _____

Your prompt attention in answering the Bank Reference Letter will be greatly appreciated.

Sincerely,

By: _____
Printed Name of Authorized Signer (Owner/Officer/Manager)

Its: _____
Title of Authorized Signer (Owner/Officer/Manager)

Signature of Authorized Signer (Owner/Officer/Manager)



| | |
|--------------------------------|--------------------|
| AA Subscribing Customer: _____ | |
| Address: _____ | |
| City: _____ | |
| State/Province: _____ | Postal Code: _____ |
| Phone: _____ | |
| Fax: _____ | |

Bank Reference Letter

AuctionACCESS Dealership ID: _____

Dealership Name: _____ **Owner/Officer Name:** _____

Bank Name: _____ **Account #** _____

Bank Address: _____ **Routing #** _____

Bank City: _____ **State/Province:** _____ **Country:** _____ **Postal Code:** _____

Bank Reference Phone: _____ **Bank Reference Fax:** _____

Attention Credit Department or Officer:

The aforementioned Dealership has listed your bank as its principal banking reference. AutoTec, LLC has compiled and maintains a national database, AuctionACCESS®, which contains information on licensed new and used car dealers for use by its automobile industry customers. Since those customer often accept and advance funds on dealership transactions they facilitate, they require customers, such as dealership, to establish their financial responsibility.

We would be grateful if you would check mark below your estimate of this account. This information will be incorporated into the AuctionACCESS® database. **Please return this completed letter directly to the above address.**

Thank you for your assistance.

Dealership has been banking with your bank since: _____

☐ Checking ☐ Savings ☐ Floor Plan ☐ ZBA ☐ Sweep ☐ Controlled Disbursement

Type(s) of accounts held: ☐ Regular Account Account is: ☐ Satisfactory Open Date: _____

☐ Special Account ☐ Unsatisfactory

☐ Loan Account ☐ Closed Closed Date: _____

The Customer is:

☐ A valued customer with a good reputation and financial responsibility.

☐ Honest and reliable, but limited capital resources.

☐ Unknown to us

☐ A new customer – our experience is limited.

☐ Negative response

Average Balances for six months are:

☐ Negative Balance ☐ Nominal ☐ 3 Figures

☐ Small ☐ 4 Figures

☐ Moderate ☐ 5 Figures

☐ Medium ☐ 6 Figures

☐ Large ☐ 7 Figures

Insufficient Checks or Drafts: How Many? _____ ☐ Does not issue

Overdrafts: How Many? _____ ☐ Does not issue

Maximum Credit recently extended: \$ _____ Secured \$ _____ Unsecured

Do you floor plan this Customer? ☐ Yes ☐ N

Floor Plan Line New/Used: \$ _____ Floor Plan Outstanding New/Used: \$ _____

Do you accept their Drafts? ☐ Yes ☐ No Are all Drafts picked up within 48 hours? ☐ Yes ☐ No

Physical Address of bank for sight Draft: _____

Remark: _____

Printed Name of Bank Official _____ **Title** of Bank Official _____

Signature of Bank Official _____ **Date:** _____ **Phone:** _____

Farmington Auto Auction

1661 W. Murray Dr. • P. O. Box 2931 • Farmington, NM 87401

Phone: (505)326-1005 • FAX (505)326-1007

Rules & Policies

- A. Dealers only-dealers must register and be approved before transacting business. FAA reserves the right to discontinue doing business with any dealer without notice for any reason.
- B. Each buyer and seller agrees that all transactions shall be governed by the rules of the auction set forth herein and posted on the premises and as announced at the sale. All legal matters pertaining thereto shall be determined under the laws of the State of New Mexico. Such rules and policies are subject to change by the auction at any time without notice.
- C. All vehicles must cross the block for sale.
- D. Vehicles consigned for sale at FAA must be accurately declared. Vehicles not accurately declared or misrepresented in any way will be subject to arbitration and/or sale rejection, with the consignor liable for all expenses incurred including the FAA sale fee.
- E. In the event a guaranteed item does not work, or the buyer believes that the vehicle has been misrepresented, the buyer may request arbitration. All request for arbitration must be filed before payment, and/or by close of business at FAA on sale day. FAA will determine if the request for arbitration is valid and if it is, will resolve by repair, price adjustment or sale rejection.
- F. If consignor agrees to repair the problem and it can be done in a timely manner, the car remains sold. FAA will control all repairs.
- G. Repairs estimated to be less than \$200.00 by FAA are the responsibility of the buyer.
- H. No rejects after sale day.
- I. Auction arbitrator is final authority and must approve and/or reject.
- J. The following must be announced (including as is vehicles in excess of \$1,500.00) unless other terms and/or conditions are announced by the auctioneer day of sale.
 - 1. Salvage Titles (all vehicles)
 - 2. Missing Emissions
 - 3. Flood Cars, Police Cars, Taxi Cabs
 - 4. Rebuilt Units
 - 5. Improper Alterations
 - 6. Cracked Blocks
 - 7. Accurate Mileage Disclosure (all vehicles)
 - 8. Frame Damage- any frame or sub-frame that is damaged, altered, or repaired causing vehicle to be unsafe or preventing alignment. (Buyer-Section J defects must be reported to FAA within seven (7) days.)
- K. Antifreeze is not the responsibility of FAA. Seller is responsible for antifreeze until unit is removed from auction premises.
- L. Auction does not guarantee: Year, model-trailers, boats, motorcycles, snowmobiles, homemade or modified vehicles: sold as is.
- M. All transactions must be approved by management.
- N. Sale is not final until payment has been made and title surrendered in accordance with these rules.
- O. Payment on all units must be concluded on sale day prior to leaving premises. Payment must be in the form of company check, draft, or cash, subject to auction approval.
- P. Do not remove keys from any vehicle on auction property. If keys need to be made, buyer or seller will be charged for them.

Signature _____

Date _____

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- Q. Consignor must surrender a negotiable title free of all liens or encumbrances, with related disclosure statements, to the office of FAA within 30 days as computed by FAA. If Consignor fails to do so and Buyer agrees to cancel the sale, Consignor shall reimburse FAA for the price paid and consequential damages incurred, including but not limited to sale fees, late title fees, transportation, reject, return expenses, repurchase expenses and reasonable attorney fees.
- In the event of Consignor's failure to surrender title in a timely manner, as stated above, the buyer may elect to cancel the sale and return the subject automobile any time following 30 days. If buyer wishes to cancel the sale in such circumstances, buyer shall notify FAA during regular business hours to that effect. All parties agree that FAA shall retain final authority to approve the return of a vehicle pursuant to this rule. The parties here to agree that the buyer's sole remedy in such circumstances shall be the right to cancel the sale as just stated and to be reimbursed for any transportation expenses actually incurred in effecting the return of the subject vehicle as approved by FAA. All parties agree that this provision encompasses both the duties and the remedies of the parties with respect to a late title, notwithstanding any other right or remedy which may be provided by law or in equity.
- R. Method of title transfer and related disclosure statements will be conducted as per New Mexico state law.
- S. Auction does not provide any type of insurance coverage on vehicles consigned for sale, storage, or transportation, on or removed from auction premises. Auction will not be responsible for fire, theft, vandalism, wind, hail, collision, or any other damage. The legal or equitable owner of vehicle agrees to assume all such risks arising from such ownership and shall provide insurance for same.
- T. Each buyer and seller authorizes FAA to act as his agent and trustee to purchase, sell, transport and store vehicles, transfer ownership thereof and execute any disclosure statements relating thereto. Each buyer and seller agrees to indemnify it, hold it harmless and defend it against all claims, loss damage, expense, and attorney fees that it may sustain by reason of acting as his agent and trustee, or by reason of default by either buyer or seller.
- U. The amount of the auction company's liability under its guaranty of title of the vehicle the subject of this transaction, shall never exceed the sale price of said vehicle in this transaction, and the maximum amount of the auction company's liability under its said guaranty shall be reduced by deducting from said sale price 2% thereof on the first of each month following the date of this transaction, and all liability of the auction company will expire and terminate on the first day of the fiftieth month after the date of this transaction.
- V. The auction company's guaranty of title is expressly limited to the buyer of the vehicle in the transaction the subject hereof, and said guaranty is not negotiable or transferable. The auction company's guaranty to the buyer shall be void if the purchase price for the vehicle is not paid by the buyer.

The guaranty does not protect against defects in the title known to the buyer whether listed as exceptions to the title on the instrument or not. Whatever any claim is made by any person against the title of said vehicle, whether by suit or otherwise, the buyer shall within five days after becoming aware of said claim notify the auction company, giving full particulars of the claim, and shall cooperated fully in defending any legal action and in taking any other steps to minimize

Signature

Date

Farmington Auto Auction

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possible loss. On payment of any claim under this guaranty the buyer will execute all necessary papers subrogating its right to recover against the seller, or other, to the auction company.

The buyer shall not surrender possession of the vehicle, except as required by legal process, to any such claimant, nor shall it voluntarily pay or acknowledge the validity of any such claim, without prior approval of the auction company.

Time is of the essence of this agreement and any failure on the part of the buyer to notify the auction company of any such claim shall vitiate the auction company's liability under this guaranty. Likewise, failure of the buyer to cooperate in defending any such claim shall relieve the auction company of the liability under this guaranty.

W. Firm/Close pricing structure. A FIRM price is within \$50 of low price stated at check-in. A CLOSE price is within \$200 of low price stated at check-in.

Signature

Date



GSA Fleet Vehicle Sales Terms and Conditions for Live Sales

Note: GSA reserves the right to change these sale terms and conditions. Bidders are cautioned to periodically review these terms and conditions for possible changes.

GENERAL SALE TERMS AND CONDITIONS: Subject to the changes noted herein, the Sale of Government Property General Sale Terms and Conditions - [Standard Form 114C](#) (Rev. 04 / 2001) (SF-114C), which are incorporated by reference, apply to all sales of GSA Fleet vehicles. This standard form is available upon request.

1. **INSPECTION:** This clause of the SF-114C is unchanged.
2. **CONDITION AND LOCATION OF PROPERTY:** This clause of the SF-114C is deleted and replaced by the following:

LIMITED DESCRIPTION WARRANTY. The Government warrants to the original purchaser that the property listed in the Invitation for Bids or the Fleet Sales Catalog will conform to its description only. Condition of property is not guaranteed. Deficiencies, when known, have been noted in the item description; however, the absence of any indicated deficiencies does not mean there are none. Announced conditions at time of sale supersede the description in the Invitation for Bids or the Fleet Sales Catalog.

If a mis-description is determined, the Government will keep the property and refund any money paid unless an equitable resolution is agreeable between both parties. Any refund of payment, full or in part, as a result of a vehicle claim, will be made by electronic funds transfer (EFT) or a credit back to the credit card, if paid with such, on which payment was originally made. If a mis-description is determined after removal, the purchaser may be required to take the property at his or her expense to a location specified by the contracting officer. No refund will be made unless 1) the purchaser is still in possession of, and the owner of the vehicle, and 2) the purchaser submits a written notice, claiming a mis-description, to the contracting officer within 15 calendar days of the date of specified for removal and maintains the property in the same condition as when removed. Purchasers may be required to submit an independent estimate of repairs from a reputable repair facility as part of their written notice to the contracting officer. This warranty is in place of all other guarantees and warranties, express or implied. The Government does not warrant the merchantability of the property or its fitness for any use or purpose. The amount of recovery under this provision is limited to the purchase price of the mis-



GSA Fleet Vehicle Sales Terms and Conditions for Live Sales

described property. The purchaser is not entitled to any payment for loss of profit or any other monetary damages, including special, direct, indirect, or consequential damages.

3. **CONSIDERATION OF BIDS:** This clause of the SF-114C is unchanged.
4. **FORMS OF BID DEPOSITS AND PAYMENTS:** This clause of the SF-114C is supplemented with the following:

A valid driver's license or other form of Federal, state or local government issued photo identification information must be presented by all high bidders at time of payment.

Acceptable forms of payment shall include:

- a. Cash
 - i. Cash may not be accepted at all auction locations. Check with the auction facility or the Sales Contracting Officer prior to sale to determine the acceptability of cash as a form of payment.
 - ii. All cash must be in U.S. currency
 - iii. If a cash payment is in excess of \$10,000, it must be filed with the Federal Crimes Enforcement Network in accordance with [31 USC §5331](#) and [23 USC §6050i](#).
- b. Credit card - MasterCard, VISA, American Express, or Discover credit cards may be accepted. Credit cards must be backed by a United States financial institution. Acceptance of credit cards is subject to verification and approval by the issuing bank.
 - i. Effective June 1, 2015, the daily limit per individual credit card transaction is \$24,999.99.
 - ii. Any individual credit card transaction greater than \$24,999.99 will be rejected.
 - iii. Any individual transaction amount above \$24,999.99 must be paid by another form of payment.
 - iv. Individual transactions greater than \$24,999.99 may not be split into two or more transactions over one or multiple days if the multiple transactions would cause the total charge to exceed the individual transaction maximum dollar amount of \$24,999.99. Splitting a transaction violates card network and Fiscal Service



GSA Fleet Vehicle Sales Terms and Conditions for Live Sales

- rules.
- v. For a customer that attempts multiple transactions on the same day with the same credit card, those transactions causing the total charge to exceed the limit of \$24,999.99 will be rejected.
- vi. For more information on this limitation from the U.S Treasury Department visit: <https://tfm.fiscal.treasury.gov/v1/p5/c700.html>
- c. Debit cards - Must be backed by a United States financial institution. Debit cards with dollar limitations and/or requiring a PIN number are not acceptable. Debit card transactions have no U.S. Treasury daily transaction limit.
- d. Checks – Must be made payable to the auction facility and must be backed by a United States financial institution. The buyer must obtain approval from the auction facility to pay by check prior to bidding. The following type of checks, subject to the conditions noted, may be used with advance approval from the auction facility:
 - i. Cashier's check
 - ii. Credit union cashier's check - issued by a Federal or State chartered credit union
 - iii. Traveler's check
 - iv. Checks, properly endorsed by Federal, State, or local government
 - v. Personal or company checks will only be accepted when accompanied by a bank letter guaranteeing payment. This letter must state that the bank will guarantee the check for a specific amount for a minimum of 30 days after the specific sale date at which it is intended to be used, and that it covers the purchase of U.S. Government property only. The letter must be signed by the bank official affirming the guarantee.
- e. Postal or commercial money order – Must be made payable to the auction facility.
- f. Purchase Orders – State and local governments may present a purchase order to obligate funds for vehicle purchases. The obligation of funds via a purchase order must be pre-approved by the SCO. Payment must be received by GSA within 30 days of the vehicle sale. (See [FMR 102.38.350](#))



GSA Fleet Vehicle Sales Terms and Conditions for Live Sales

While multiple forms of payment will be accepted to purchase a vehicle, no more than two credit cards may be used to render payment for any one vehicle. In the event the bidder is purchasing for another individual or company and uses a credit card not imprinted with the bidder's name, a power of attorney permitting the use of the credit account will be required. Power of attorney is not required if the purchaser is a licensed dealer and registered as such.

Full payment must be made in accordance with the payment due date listed in the Invitation for Bid or the Fleet Sales catalog for each sale.

5. **BID PRICE DETERMINATION:** This clause of the SF-114C is unchanged.
6. **PAYMENT:** This clause of the SF-114C is unchanged.
7. **TITLE:** This clause of the SF-114C is supplemented with the following:

A United States Government Certificate to Obtain Title to a Vehicle, Standard Form 97-1 (SF-97-1) and a purchaser's receipt will be issued to the buyer of each motor vehicle sold. The SF-97-1 is not a motor vehicle registration. It is evidence of title only and is to be used by the purchaser to obtain a proper state motor vehicle registration. The SF-97-1 in no way serves as a waiver for payment of motor vehicle registration fees, nor county or State taxes assessed on the vehicle, subsequent to its purchase. The SF-97-1 is accepted in all 50 states and U.S. territories. The Government makes no claims as to the acceptance of this standard form outside of these areas.

The SF-97-1 can only be made out to the individual purchasing the vehicle. There are times when buyers require/request a duplicate copy of the SF-97-1. Any request for a duplicate SF-97-1 must be made in writing to the Contracting Officer of record. Please be advised there may be a fee associated with this request.

SALVAGE VEHICLES: A branded SF-97-1 will be issued for vehicles sold as salvage or scrap. This brand may indicate that the vehicle is sold as "salvage," "salvage - Not to be titled for highway use," or that the vehicle is sold as "salvage - parts only". A subsequent SF-97-1 will not be issued regardless of repairs made.

8. **DELIVERY, LOADING, AND REMOVAL OF PROPERTY:** This clause of the SF-



GSA Fleet Vehicle Sales Terms and Conditions for Live Sales

114C supplemented with the following:

The Government does not provide nor arrange for the transportation of vehicles purchased at auction.

A valid driver's license or other accepted form of Federal, state, or local government issued photo identification will be required to remove property from the sale premises. A copy of the identification will be maintained for up to 90 days and will then be destroyed. For vehicles purchased from an auction location, a valid gate pass issued by the auction is required. For vehicles purchased online via concurrent live broadcast, the credit card used to make payment must be displayed at time of removal. If said credit card is not available at the time of removal, a notarized letter from the credit card holder must be provided in order to remove the property. The notarized letter must include, at a minimum, the purchaser's name, the purchaser's address, the name of the individual or transport company authorized to remove the property, a copy of the purchaser's valid driver's license or other accepted form of Federal, state, or local government issued photo identification, and a copy of the credit card used to make the purchase. The removal of property may be delayed until the identity of the removing agent can be verified with the buyer. The individual removing the property must also provide a valid driver's license or other form of Federal, state, or local government issued photo identification.

Property must be removed by with the removal date listed in the Invitation for Bid or the Fleet Sales catalog for each sale. Buyers may make arrangements with the auction house to store vehicles at the auction facility for additional time, but this agreement is between the buyer and the auction facility, and the buyer assumes all risk of damages and costs associated with storage.

Access to some Federal facilities is now impacted by the Real ID Act. If using a driver's license or other Federal, state, or local government issued photo identification, it will need to comply with the requirements of the Real ID Act. Refer to www.dhs.gov/real-id-public-faqs for more information on the Real ID Act. Individuals with non-compliant identifications may present alternative forms of federal and local government issued photo identification - such as a U.S. Passport - accepted by the agency. Some agencies may have additional processes to accommodate individuals lacking the prescribed identification documents.

9. **DEFAULT:** This clause of the SF-114C is deleted and replaced with the

**GSA Fleet Vehicle Sales Terms and Conditions for Live Sales**

following:

All items awarded to you as the high bidder are contractually yours and must be paid for and removed within the time period specified under the special terms and conditions for each sale. Failure to do so could result in termination for the contract and the bidder may also be subject to paying liquidated damages. It is the responsibility of the bidder to be cognizant of which vehicle they are bidding on. Bidding on the incorrect vehicle does not constitute grounds to be released from the award of that vehicle.

The purchaser agrees that in the event he or she fails to pay for the property or remove the same within the prescribed period of time, the government at its election and upon notice of default shall be entitled to retain (or collect) as liquidated damages a sum equal to:

| Award Amount | Liquidated Damages Fee Equal To |
|----------------------|---------------------------------|
| Less than \$875.00 | Award Amount |
| \$875.00 and greater | \$875.00 |

In the event the purchaser fails to pay for or remove the vehicle as specified in these terms and conditions, the following action applies: Purchaser will automatically be placed in default. Upon being put in default, the purchaser shall lose all right, title, and interest which he/she might otherwise have acquired in and to such property as to which a default has occurred.

In the event the purchaser is placed in default, the Government shall be entitled to retain (or collect) as liquidated damages, the sum as denoted above. In the event multiple lots were purchased, this default amount will apply to EACH and EVERY lot for which a default has been recorded. **GSA does not grant extensions of time for payment and removal.**

Purchasers in default are not eligible to bid on future sales until all defaults are cured. See Provision #23 - Eligibility of Bidders.

10. SETOFF OF REFUNDS: This clause of the SF-114C is unchanged.

11. INTEREST: This clause of the SF-114C is unchanged.



GSA Fleet Vehicle Sales Terms and Conditions for Live Sales

12. **ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT:** This clause of the SF-114C is unchanged.
13. **WEIGHING, SWITCHING, AND SPOTTING:** This clause of the SF-114C is unchanged.
14. **RISK OF LOSS:** This clause of the SF-114C is unchanged.
15. **LIMITATION ON GOVERNMENT LIABILITY:** This clause of the SF-114C is unchanged.
16. **ORAL STATEMENTS AND MODIFICATIONS:** This clause of the SF-114C is unchanged.
17. **COVENANT AGAINST CONTINGENT FEES:** This clause of the SF-114C is unchanged.
18. **OFFICIALS NOT TO BENEFIT:** This clause of the SF-114C is unchanged.
19. **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** This clause of the SF-114C is unchanged.
20. **ASSIGNMENTS OF CONTRACTS:** This clause of the SF-114C is unchanged.
21. **CLAIMS LIABILITY:** This clause of the SF-114C is unchanged.
22. **WITHDRAWAL OF PROPERTY AFTER AWARD:** This clause of the SF-114C is unchanged.
23. **ELIGIBILITY OF BIDDERS:** This clause of the SF-114C supplemented with the following:

Contractors and subcontractors (including members of their immediate household) that are involved with the administration of this sale are also prohibited from purchasing, either directly or indirectly, any government property being sold. Further, the bidder warrants, by accepting these sale terms and conditions and submitting a bid, that he/she is not delinquent in paying for previous purchases of Federal personal property and any related charges. Indebted bidders will be ineligible for contract awards. Bidders will not be able to



GSA Fleet Vehicle Sales Terms and Conditions for Live Sales

bid on items offered until all debts have been cleared. This sale is open to the public. Bidders must attend the sale either in person or via concurrent live broadcast in order to bid. Bidders must be registered for the GSA sale and sign to agree to the terms and conditions of the sale in order to bid.

24. REQUIREMENTS TO COMPLY WITH APPLICABLE LAWS AND

REGULATIONS: This clause of the SF-114C is supplemented with the following:

The buyer of property from the U.S. Government purchased through a contracted Auction House may be subject to state and/or local use tax. The U.S. Government is not responsible for collection of state and/or local use taxes. Sales and/or use tax officials are permitted to examine records of Federal personal property sales to determine tax liability. Sales tax, where applicable, will be collected by the GSA Fleet contracted auction house, or the Department of Motor Vehicles when/where the vehicle is being registered. **It is the purchaser's responsibility to determine applicability.**

25. DEFINITIONS: This clause of the SF-114C is amended to include the following:

Concurrent Live Broadcast - a simultaneous transmission of a live auction via the internet

PRIVACY ACT NOTICE: The Privacy Act Notice contained in the SF-114C is supplemented with the following:

SOCIAL SECURITY NUMBER OR TAX IDENTIFICATION NUMBER: In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996: a Social Security Number (SSN) or company Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Bids will not be considered for award from anyone not providing this information. Non-U.S. citizens must provide passport or VISA information in lieu of a SSN or TIN. (Note: absence of a SSN or TIN may result in the rejection of any claim(s)) Individuals purchasing a vehicle for another person or company must furnish the information stated above and have a letter showing Power of Attorney from that person or company authorizing the buyer to purchase Federal Surplus Property on their behalf. Power of attorney is not required if the purchaser is a licensed dealer and registered as such,



GSA Fleet Vehicle Sales Terms and Conditions for Live Sales

although the requirement to provide a TIN remains.

SALE OF GOVERNMENT PROPERTY SPECIAL SEALED BID CONDITIONS: These terms and conditions do not apply to the sale of GSA Fleet vehicles.

SALE OF GOVERNMENT PROPERTY SPECIAL SEALED BID – TERM CONDITIONS: These terms and conditions do not apply to the sale of GSA Fleet vehicles.

SPECIAL SPOT BID CONDITIONS SALE OF GOVERNMENT PROPERTY: These terms and conditions do not apply to the sale of GSA Fleet vehicles.

SALE OF GOVERNMENT PROPERTY SPECIAL AUCTION CONDITIONS: The special auction terms and conditions included in the SF-114C apply to all GSA Fleet vehicle sales. This section of the SF-114C is amended to supplement it with the following additional terms and conditions:

1. **HIGH BIDDERS:** High bidders will be required to acknowledge and sign bid cards/block tickets immediately after an item is awarded and prior to removal. If this requirement is not accomplished, the item may be re-offered. **THE GOVERNMENT HAS THE RIGHT TO REJECT ANY BID.**
2. **DISPUTES/CLAIMS:** Any contract resulting from this offering is subject to the Contract Disputes Act of 1978, ([41 U.S.C. 7101-7109](#)) [Public Law 95-563](#) as amended to include the Administrative Dispute Resolution Act (enacted Nov. 15, 1990 ([Pub. L. 101-552](#))). The current disputes clause is hereby incorporated by reference. Except as provided in the Act, all disputes arising under or relating to the sale shall be resolved under this clause. As used herein, "claim" means a written demand or assertion by one or more parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim must be reduced to writing and submitted to the assigned Sales Contracting Officer for decision. Any claim for mis-description must be submitted to the contracting officer within 15 calendar days of the date of specified for removal as stated in provision 2 above. A claim by the purchaser against the Government shall be subject to a decision by the Sales Contracting Officer. Copies of the clause are available upon request from the GSA Sales Office conducting this sale.
3. **REVOCATION OF AWARD:** The bidder (offeror) warrants that they are not delinquent in the payment of any debt due the United States Government



GSA Fleet Vehicle Sales Terms and Conditions for Live Sales

resulting from prior purchase of surplus personal property. In the event the Government determines after award that the bidder has breached warranty, the Government shall have the right to annul the contract without liability.

4. **EXCHANGE SALE:** This property is being offered in accordance with the exchange/sale provisions of Section 201(a) of the Federal Property and Administrative Services Act of 1949 Stat. 384 as amended (40 U.S.C. 503).
5. **BUYER RESPONSIBILITIES:** The buyer of any vehicle from GSA is responsible for adhering to any Environmental Protection Agency (EPA) or National Highway Traffic Safety Administration (NHTSA) requirements. Additionally, buyers are responsible for having air pollution control devices inspected and or installed and obtaining a certificate of compliance from the appropriate state registration official. Accordingly, the Auction House (in accordance with applicable state laws) may have the vehicle inspected prior to obtaining title and collect the fee associated with the certificate of compliance at the time of payment.
6. **RECALLS:** Vehicles with known open recalls have been identified, but additional outstanding recalls may be possible. Potential buyers should contact the National Highway Traffic Safety Administration at <http://www.nhtsa.gov> for more information on recall campaigns. Buyers should contact a manufacturer's dealership in their local area that services that brand of vehicle to address any outstanding recalls, or to verify that all recalls that have been addressed are completed.
7. **TELEMATICS DEVICES:** Vehicles being sold may have telematics devices installed in the OBD-II (or similar) port. All telematics service subscriptions have been cancelled. Telematics devices have had any memory erased and the devices have been rendered permanently non-operational.
8. **CONCURRENT LIVE BROADCAST BIDDING SYSTEMS:** Concurrent live broadcast bidding may be offered as a courtesy. Neither GSA nor the Auction Contractor guarantee functionality, compatibility, or availability of concurrent live broadcast bidding systems. Registration with the auction facility prior to sale is required. The requirements and process for registration for concurrent live broadcast bidding may vary by auction location. Bidders are cautioned to test system operability prior to bidding.



U.S. General Services Administration

GSA Fleet Vehicle Sales Terms and Conditions for Live Sales

Sales Contracting Officer

Name: Edward Escobedo

Phone: 210-306-2347

Email: edward.escobedo@gsa.gov



BIDDER
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BIDDER REGISTRATION AGREEMENT

Auction Name/ Location: _____ Sale Date: _____
Registrant's Name (Please print as it will appear on title): _____
Buyer Type: Dealer _____ Public _____ Government _____ (mark appropriate one)
Daytime Phone: _____ Fax: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Email Address: _____
Is this your first GSA Sale?: Yes _____ No _____ (mark appropriate one)

Marketing Information - How did you hear about today's sale?

- | | |
|---|--|
| <input type="checkbox"/> Auction House Flyer/ Calendar | <input type="checkbox"/> Trade Journal |
| <input type="checkbox"/> Telemarketing Phone Call (Auction House) | <input type="checkbox"/> GSA Fleet E-Mail |
| <input type="checkbox"/> Auction House Social Media | <input type="checkbox"/> GSA Auctions Website (gsaauctions.gov) |
| <input type="checkbox"/> Auction House Email Blast | <input type="checkbox"/> Newspaper Ad |
| <input type="checkbox"/> Auction House Website | <input type="checkbox"/> Radio |
| <input type="checkbox"/> GSA Fleet Website (AutoAuctions.gsa.gov) | <input type="checkbox"/> Friend/ Relative |
| <input type="checkbox"/> GSA Fleet's Facebook/ Twitter Page | <input type="checkbox"/> TV |
| <input type="checkbox"/> Other (please specify) _____ | |

RULES AND REGULATIONS OF A PUBLIC SALE

- 1) Social Security Number shall be provided by the successful bidder at the time of award.
- 2) All vehicles purchased shall be paid for on the day of the sale by **Cash, Cashiers Check, Money Order, VISA, MasterCard, American Express or Discover.**
- 3) All vehicles purchased must be removed by the close of business on the day of the sale.
- 4) You MUST be 18 years of age to participate in a GSA sale.
- 5) There are NO buyer/bidder registration fees to attend a GSA sale.

I, the undersigned, agree that any bids submitted by me will be subject to the General Sale Terms and Conditions (Standard Form 114C) and any Special Terms applicable to this sale (copies of which I have received or have been made available to me as well as a copy of the Privacy Act Notice). I understand that if I am a successful bidder, full payment is required and property must be removed as specified in the Special Terms and Conditions for each sale. I further certify that I am not indebted to the U.S. government, and nor does my name appear on the National Debarred List. I will provide a valid Social Security Number or Tax Identification number at the time of purchase for live sales, or during the online registration for internet sales.

Additionally, I acknowledge an inspection period was provided to allow for vehicle inspection prior to purchase, and I acknowledge that vehicles will not be released until all documents are signed.

Signature: _____ Date: _____