

Farmington Auto Auction

1661 W. Murray Dr. Farmington, NM 87401
Phone: (505)326-1005 · FAX (505)213-0034

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
8. Signed and returned. We will send it to your bank. This must be on file before we can accept any company check.
9. Farmington Auto Auction Rules & Policies Form
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: _____

The undersigned entity and individuals (collectively "you") hereby authorize AuctionACCESS, LLC and those customers that subscribe to AuctionACCESS's AuctionACCESS system (including without limitation Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, all other subscribing auctions and Auction Insurance Agency) (collectively, "Customers") to provide, obtain, store, use and share amongst themselves, and externally, as each sees fit, the information contained on this application or on any other forms provided to AuctionACCESS, and any and other information regarding you and/or your dealings with each, including transaction, bank, credit information and consumer reports. You acknowledge that AuctionACCESS provides such information to Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Our 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 AuctionACCESS'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, each of whom 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 AuctionACCESS and each Customer, on their own behalf or on behalf of their respective customers or other third parties may contact you for any commercial or advertising purpose, including pre-recorded messages, using the telephone numbers (whether business, home, or mobile numbers (including texts)), fax numbers, e-mail addresses, and/or other contact information provided on this form, or otherwise used in connection with your business, (6) agree to disclose AuctionACCESS numbers only to subscribing Customers and (7) agree that we may collect, use and share the information you provide in this application and your other personal information as described above and as set out in our Terms and Conditions and Privacy Policy available at www.AuctionACCESS.com.

You agree that these terms and any other commitments or account forms submitted to AuctionACCESS, 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)

By: _____

Printed Name of Authorized Signer (Owner/Officer/Manager)**Trade or DBA Name of Entity**

Its: _____

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



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 pass word 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: ☐ Individual/sole proprietor or single-member LLC ☐ 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. ☐ 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) _____ (Applies to accounts maintained outside the U.S.)
	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 AuctionACCESS, 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. You are responsible for any use of such Individual's AuctionACCESS ID on your account. 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 AuctionACCESS 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, AuctionACCESS, 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. AuctionACCESS and Customers each 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. You agree that, upon request, you will provide IRS forms W-2 or 1099 to substantiate that any authorized individual are indeed bona fide employees or contractors. 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 AuctionACCESS, its affiliates, and any other 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: _____	Its: _____
Printed Name of Authorized Signer (Owner/Officer/Manager)	Title of Authorized Signer (Owner/Officer/Manager)
_____	Date: _____
Signature of Authorized Signer (Owner/Officer/Manager)	



Individual Authorization Letter

Agreement

Date: _____ Individual's AuctionACCESS ID: _____

You, the individual referenced below ("Individual" or "you"), wish to register, as of the date listed above, with AuctionACCESS, LLC's AuctionACCESS System. You hereby authorize AuctionACCESS, LLC and those customers that subscribe to AuctionACCESS's AuctionACCESS system (including without limitation Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, all other subscribing auctions and Auction Insurance Agency) (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 AuctionACCESS, and other information regarding you and/or your dealings with each, including transaction, bank, credit information and consumer reports. You acknowledge that AuctionACCESS 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 AuctionACCESS'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 AuctionACCESS, LLC and Customers may contact you, on their own behalf or on behalf of their respective sellers, consignors, or other third parties for any commercial or advertising purpose, including pre-recorded messages, using the telephone numbers (whether business, home, or mobile (including texts) 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, (6) agree to disclose AuctionACCESS numbers only to subscribing Customers, (7) agree to pay the current yearly fee upon registration and at each annual renewal of your registration, and (8) agree that we may otherwise collect, use and share the information you provide below and your other personal information as described in our Terms and Conditions and Privacy Policy available at www.AuctionACCESS.com. You agree that these terms and any other commitments or account forms submitted by you to AuctionACCESS, 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 Dr. Farmington, NM 87401
Phone: (505)326-1005 · FAX (505)213-0034

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 company to participate in AuctionACCESS'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 AuctionACCESS, LLC, its affiliate Auction Insurance Agency, and those customers that subscribe to AuctionACCESS'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, AuctionACCESS, 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.

AuctionACCESS ID: _____

Name: _____

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)

Farmington Auto Auction

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Phone: (505)326-1005 · FAX (505)213-0034

Company Name: _____

Bank Name: _____

Acct. No: _____

Dear Sir or Madam:

Your bank has been listed by the above dealer as his/their principal banking reference.

Farmington Auto Auction is a wholesale automobile auction for licensed new and used car dealers. We require that all dealers doing business with us establish their financial responsibility.

We would be grateful to you if you would check below your estimate of this account. This information will, of course, be held strictly confidential and will be used only for our purpose.

Regular Checking Account established since _____

The dealer is ☐ A valued customer with good reputation and financial responsibility.
☐ A new customer – our experience is limited.

The account is ☐ A regular account ☐ Issues insufficient check? ☐ Does
☐ A special account ☐ Does not

Balances are ☐ Low ☐ 3 figures ☐ 5 figures
☐ Medium ☐ 4 figures ☐ 6 figures
☐ High

Does this account have a credit line: ☐ Yes \$_____ Amount ☐ No

Do you floor plan this account: ☐ Yes \$_____ Amount ☐ No

Do you accept automobile drafts on this account? ☐ Yes ☐ No

If yes, are drafts ever returned ☐ Yes ☐ No

Above information given by _____ on this _____ day of _____, _____.
Authorized Signature

Subscribed and sworn to before me _____
Notary Public My Comm Expires _____

Thank you for you cooperation,

Farmington Auto Auction

I hereby authorize the above bank to release the information requested to Farmington Auto Auction. I hereby authorize Farmington Auto Auction to request the financial data needed to approve my registration

Company Name: _____

Signature: _____

Title: _____

Farmington Auto Auction

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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 \$1000.00 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 \$3,000.00) 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.
- 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.

Signature

Date

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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 cooperate fully in defending any legal action and in taking any other steps to minimize 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



Dealer Licensing Information

Date: _____

Dealership Name: _____

State of _____

Dealership Auction *ACCESS*[®] ID: _____

License Type	Number	Issue Date	Expiration Date

Bond Company	Bond Number	Expiration Date

State Tax ID#/Provincial Tax ID#	Issue Date	Expiration Date



Dealership Credit Information

Dealership Name: _____ Dealership Auction ACCESS® ID: _____

Bank 1: _____ Name of Contact: _____
Address: _____
City: _____ St/Prov: _____ Postal Code: _____ Country: _____
Telephone #: _____ Fax #: _____ Date Opened: _____
Routing #: _____ Account #: _____

Bank 2: _____ Name of Contact: _____
Address: _____
City: _____ St/Prov: _____ Postal Code: _____ Country: _____
Telephone #: _____ Fax #: _____ Date Opened: _____
Routing #: _____ Account #: _____

Finance or Floor Plan:
Company: _____ Name of Contact: _____
Branch: _____
Address: _____
City: _____ St/Prov: _____ Postal Code: _____ Country: _____
Telephone #: _____ Fax #: _____ Date Opened: _____
Floor Plan Account #: _____ Floor Plan Credit Limit: _____ Account Opened: _____

Finance or Floor Plan:
Company: _____ Name of Contact: _____
Branch: _____
Address: _____
City: _____ St/Prov: _____ Postal Code: _____ Country: _____
Telephone #: _____ Fax #: _____ Date Opened: _____
Floor Plan Account #: _____ Floor Plan Credit Limit: _____ Account Opened: _____

Finance or Floor Plan:
Company: _____ Name of Contact: _____
Branch: _____
Address: _____
City: _____ St/Prov: _____ Postal Code: _____ Country: _____
Telephone #: _____ Fax #: _____ Date Opened: _____
Floor Plan Account #: _____ Floor Plan Credit Limit: _____ Account Opened: _____