

Dealer Registration

NEW CALHOUN AUTO AUCTION

T: 706-624-1944

F: 706-625-7288

Please provide the following:

- A copy of your Dealer's License
- A copy of your Sales Tax Certificate
- A copy of the Driver's License for all representatives
- A copy of your Master Tag Receipt
- A copy of your Surety Bond
- A Voided Business Check if you plan to write checks
- A completed Dealer Application Packet for New Calhoun Auto Auction
- Bank Verification Form

If you have any questions, please call 706-624-1944

Fax 706-625-7288

We honor the following Floor Plans:

AFC

Automotive Finance Corporation

FX Floorplan Xpress

DEALER'S FINANCE
YOUR FRIEND IN THE FINANCE BUSINESS

NEXTGEAR
CAPITAL

WAC

THE NEW CALHOUN AUTO AUCTION

417 LOVERS LANE ROAD
CALHOUN, GA 30701
Phone (706-)624-1944 FAX (706)625-7288
www.newcalhounautoauction.com

DEALERS APPLICATION

DEALERSHIP NAME _____ CONTACT _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

OFFICE PHONE # _____ FAX# _____ CELL # _____

E-MAIL ADDRESS _____

STATE LICENSE # _____ EXP DATE _____

SALES TAX # _____

12 DIGIT MASTER TAG # _____ EXP DATE _____

FEDERAL ID # _____

Or Social Security # _____

DATE FIRM WAS ORGANIZED _____

INCORPORATED _____ PARTNERSHIP _____ SOLE OWNERSHIP _____

TYPE OF DEALER:

NEW _____ USED _____ WHOLESALE _____ PARTS _____

I WISH TO PAY BY:

DRAFT _____ CHECK _____ CASH _____ CREDIT CARD _____

REFERENCES

BANK NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

CONTACT NAME _____ ACCT # _____

DO YOU FLOOR PLAN CARS? _____ IF YES, WITH WHOM? _____

I AM INTERESTED IN: BUYING _____ SELLING _____ BOTH _____

OWNER INFORMATION

RESIDENCE ADDRESS _____

YEARS LIVED AT THIS ADDRESS _____ RESIDENCE PHONE # _____

DEALER REFERENCES

REFERENCE #1 _____

PHONE # _____ CONTACT _____

REFERENCE #2 _____

PHONE # _____ CONTACT _____

OTHER AUCTIONS YOU HAVE ATTENDED

NAME _____ PHONE _____

NAME _____ PHONE _____

NAME _____ PHONE _____

PLEASE READ AND INITIAL

UPON AUTHORIZATION TO CONDUCT BUSINESS AT NEW CALHOUN AUTO AUCTION, THE APPLICANT AGREES TO ABIDE BY ALL AUCTION POLICIES AND PROCEDURES SPECIFICALLY THOSE CONCERNING TAMPERING, SALVAGE AND REBUILT VEHICLES.

INITIALS _____

PRINTED NAME OF OWNER _____

SIGNATURE OF OWNER _____

AUTHORIZED REPRESENTATIVES

DATE _____

COMPANY NAME _____

DEAR DEALER,
IN ORDER FOR US TO PROVIDE ADDITIONAL SECURITY AGAINST
UNAUTHORIZED ENTRANTS TO **THE NEW CALHOUN AUTO AUCTION**, WE
REQUEST THAT YOU INCLUDE THE NAMES OF YOUR AUTHORIZED SALES
REPRESENTATIVES. THESE NAMES WILL BE AUTHORIZED TO BUY WITH
CHECKS AND/OR DRAFTS. PLEASE NOTE THAT YOU BEAR FULL
RESPONSIBILITY FOR THEIR ACTION AT **THE NEW CALHOUN AUTO AUCTION**
BY ALLOWING THEM TO USE YOUR LICENSE.

AUTHORIZED REPRESENTATIVE <small>Please print full name</small>	DRIVERS LICENSE#	CONTACT PHONE #	SIGNATURE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PRINTED NAME OF OWNER _____

SIGNATURE OF OWNER _____

DATE _____

IF AT ANY TIME YOU WOULD LIKE TO MAKE CHANGES TO YOUR AUTHORIZED SALES LIST, YOU MUST INFORM US IN WRITING OF THESE CHANGES.

AGREEMENT

This agreement (herein after referred to as the "Agreement") is made and entered into on the _____ day of _____, _____, between NEW CALHOUN AUTO AUCTION, and _____

Whose address for mailing notices is _____

Sole proprietorship / corporation of the State of Georgia (herein after referred to as "Dealer"); and NEW CALHOUN AUTO AUCTION, a corporation organized under the laws and regulations of the State of Georgia or _____.

In consideration for good and valuable consideration, the Dealer hereby represents, covenants, warrants and agrees to THE NEW CALHOUN AUTO AUCTION, as follows:

- a) Dealer is presently licensed to sell new and/or used automobiles and in good standing under the laws of the State of Georgia as they may regulate such activity;
- b) Dealer has never been known as, or been incorporated or carried on business or trade under or used any name other than the name appearing on the first page of this Agreement;
- c) Dealer shall not change its name, its principal place of business or its chief executive officer without having given NEW CALHOUN AUTO AUCTION, at least thirty (30) days prior certified written notice thereof;
- d) Dealer warrants that the transfer of any funds pursuant to this Agreement shall be considered to be made a contemporaneous exchange for payment of a debt incurred in the ordinary course of business or financial affairs of the Dealer, and made according to ordinary business terms. Dealer further warrants that the transfer is intended to create a constructive trust as to any such funds;
- e) Dealer warrants and acknowledges that at no time does THE NEW CALHOUN AUTO AUCTION; waive its right to reclamation under any circumstance. Any transfer of vehicles by Dealer without full and complete payment by the Dealer shall conclusively presume intent to misrepresent a material fact.

Should Dealer fail to tender cash or certified payment upon any vehicle or vehicles purchased through THE NEW CALHOUN AUTO AUCTION, then THE NEW CALHOUN AUTO AUCTION shall have the right at any time or times to: (1) immediately bring an action for the full price along with consequential damages; or (2) within ten (10) days written demand upon Dealer, reclaim the vehicle from the dealer and then sell, lease or otherwise dispose of the vehicle(s) without advertisement or publication (unless required by law) at public or private sale for cash, upon credit or upon such other terms as NEW CALHOUN AUTO AUCTION deems advisable in its sole discretion and bring action for any deficiency along with all consequential damages. Dealer specifically waives any right to notification of sale or disposition.

Dealer further agrees that any action it may bring against NEW CALHOUN AUTO AUCTION for possession or non delivery shall be limited to the amount of purchase price of the vehicle, if accepted, less auction costs and liquidated amount of one hundred dollars. Dealer further agrees that any action it may bring against THE NEW CALHOUN AUTO AUCTION breach of warranty shall be a liquidated amount of one hundred dollars. In any action brought by or against Dealer, Dealer specifically waives any claim for consequential damages.

The Dealer submits to the jurisdiction of Gordon County, Georgia as to any action or proceeding arising out of or related to any legal or equitable claim which THE NEW CALHOUN AUTO AUCTION may have against the Dealer, including but not limited to the purchase or payment of automobiles from THE NEW CALHOUN AUTO AUCTION and agrees not to bring action or proceeding arising out of or relating to any legal or equitable claim which THE NEW CALHOUN AUTO AUCTION may have against the Dealer, including but not limited to the purchase or payment of automobiles from THE NEW CALHOUN AUTO AUCTION in any other court. Each party waives any defense of inconvenience forum to the maintenance of any action or proceeding so brought. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law.

Should the Dealer become liable to THE NEW CALHOUN AUTO AUCTION, THE NEW CALHOUN AUTO AUCTION shall be entitled to attorney's fees of no less than fifteen percent (15%) of the principal and interest due and owing expenses in exercising any of the rights, remedies, powers or privileges provided hereunder.

New Calhoun Auto Auction follows all National Auto Auction Association policies. In the event of a dispute, New Calhoun Auto Auction's decision will be final and absolute.

Consent to receive text/emails from NCAA and understand that no consent to texting or calling is required for a for a purchase of a product or service. Carrier messages and data rates apply.

I, _____ further personally guaranty individually and equally bind any obligation hereunder upon the heirs, executors, administrators, successors and assigns.

Owners Signature _____

Date _____

TITLE DELIVERY AND VEHICLE PICK UP

DATE _____

COMPANY NAME _____

I, _____ UNDERSTAND

AND AGREE THAT I WILL NOT SPEND ANY MONEY ON PURCHASED VEHICLES FROM THE NEW CALHOUN AUTO AUCTION, BEFORE RECEIVING PROPER DOCUMENTS.

I ALSO UNDERSTAND AND AGREE THAT ANY MONEY SPENT WILL BE FORFEITED IN THE EVENT PROPER DOCUMENTS CANNOT BE DELIVERED AND VEHICLE MUST BE RETURNED TO THE NEW CALHOUN AUTO AUCTION. THE SELLER HAS THIRTY DAYS TO PRODUCE THE AUCTION THE TITLE. IF THE TITLE IS NOT PRODUCED WITHIN THIRTY DAYS THE BUYER CAN TURN IN A 24 HOUR NOTICE TO THE AUCTION. THE AUCTION WILL GIVE THE SELLER 24 HOURS TO PRODUCE THE TITLE. IF THE TITLE IS NOT PRODUCED WITHIN THE 24 HOURS THE BUYER WILL BE REFUNDED THE AMOUNT PAID TO THE AUCTION. THE VEHICLE MUST BEAT THE TITLE AND REMAIN IN THE SAME CONDITION AS TIME OF PURCHASE. MILEAGE EXCEEDING 500 MILES WILL BE DEEMED EXCESSIVE AND CHARGED AT A RATE OF \$0.35 PER MILE. VEHICLES MUST BE PICKED UP WITHIN 30 CALENDAR DAYS OF DROP OFF/PURCHASE. IF THE VEHICLE IS NOT PICKED UP WITHIN 30 DAYS A STORAGE FEE WILL BE CHARGED TO THE VEHICLE IN THE AMOUNT OF \$25 PER CALENDAR DAY. I _____ AGREE WITH THE AUCTIONS VEHICLE PICK UP POLICY.

PRINTED NAME OF OWNER _____

SIGNATURE OF OWNER _____

TITLE CLERK AUTHORIZATION

STATE OF _____

COUNTY OF _____

I, _____, (consignor) do hereby duly authorize THE NEW CALHOUN AUTO AUCTION and/or its employees to act as our Agent to sign all papers and documents that may be necessary to the sale and subsequent title transfer of the vehicles owned by consignor and consigned to THE NEW CALHOUN AUTO AUCTION for sale including without limitation any title, title transfer documents, reassignment or odometer disclosure statements as required by federal or state law. In consideration of THE NEW CALHOUN AUTO AUCTION agreement to execute such documents on Consignor's behalf from time to time, Consignor shall indemnify, defend and hold harmless THE NEW CALHOUN AUTO AUCTION, its affiliates, subsidiaries, officers, directors, employees, successors and assigns from any and all loss, damages, liabilities, claims, causes of action and expenses of whatever kind and nature arising from the execution transfer of ownership of any consigned vehicle of the execution by THE NEW CALHOUN AUTO AUCTION or its employees or against any certificate of title, odometer statement, bill of sale or other document necessary to transfer ownership of a consigned vehicle. Notwithstanding the foregoing, nothing contained herein shall be construed to require Consignor to indemnify THE NEW CALHOUN AUTO AUCTION from any loss resulting from any gross negligence or to indemnify THE NEW CALHOUN AUTO AUCTION or its employees or agents. Consignor further agrees to guarantee and save the authorities of any state requested process such transfer of title from all responsibility with respect to this Title Clerk Authorization.

Printed Name of Consignor

Signature of Consignor

Date

Printed Name of NCAA Employee

Signature of NCAA Employee

Date

Bank Verification

The New Calhoun Auto Auction
417 Lovers Lane Rd
Calhoun, GA 30701
706-624-1944
FAX 706-625-7288

Dealer- Please complete the top portion of this form and sign (*) and forward to your bank.

Dear Credit Department Officials:

I hereby authorize you to release information on my account with your bank to The New Calhoun Auto Auction. This information will be requested from time to time so they may better serve my need to buy and sell vehicles through their auction.

The original of this request will be retained by them and you may release this information for their confidential use, as requested until I notify you to the contrary.

Thank you for your courtesy and assistance regarding this request.

Bank Name

Dealership

Bank Address

Principal on Account

City, State, Zip

Account #

Bank Phone #

Bank Fax #

Release of Confidential Information Authorized by _____

Account Officer

Your bank has been designated by the automobile dealer above as his principal banking reference in order to honor the dealers request to grant him check or draft privileges. We need to establish the dealer's financial responsibility. We would greatly appreciate your assistance in providing us with your evaluation of the account listed above. This information will be held strictly confidential.

Type of Account
_____ Checking
_____ Savings
_____ Other (Explain)

Does Customer Issue
Insufficient Checks?
_____ Yes _____ No

Is there a Floor Plan?
Yes _____ Limit _____
No _____

Date Account Opened

Experience
_____ Satisfactory
_____ Unsatisfactory

Will you honor Auto Draft
for this Account?
Yes _____
No _____

Average Balance
Low _____ 3 figures
Med _____ 4 figures
High _____ 5 figures

Is there a Credit Line?
Yes _____ Limit _____
No _____

Signature of Account Officer

Date

Bank Stamp