

Texarkana Auto Auction, LLC 2631 E. Wallace Drive Texarkana, Texas 75501

(903)794-6925 phone | (903)791-8788 fax | <u>taa903@gmail.com</u> email

Thank you for your interest in registering with Texarkana Auto Auction, LLC. Please complete this registration form and provide copies of the documents listed below. Once we receive this completed application and all below listed forms, we will process your registration.

- State issued Automotive Dealer or Business License
- o Bond
- Liability Insurance
- Driver's License for all owners
- Driver's License for all Authorized buying Agents
- Voided Company Check

We look forward to doing business with your dealership. If You have any questions feel free to contact us at (903) 794-6925. Office hours are Monday - Thursday 9AM to 5PM, Fridays 9AM to 2PM.

All buyers are registered "CASH ONLY" until approved to pay via business check or floorplan. Payment for all purchased vehicles must be made during or immediately following the auction sale. If approved to pay by check, only company business checks imprinted with the registered dealership name will be accepted.

Floorplan Provider(s) (if applicable)

| Floorplan Company | |
|-------------------|-----------|
| Floorplan Company | Account # |
| Floorplan Company | Account # |



Dealer Registration

Dealership or Company Information

| Dealership/Company Name: _ | |
|-------------------------------|---|
| Business Address: | |
| | State: Zip Code: |
| Business Phone: | Business Fax: |
| Website address: | |
| Business Mailing Address: | |
| (If different from above) | |
| State issued Dealer Number: _ | State: Expiration:// Years in business: _ |
| <u>Prim</u> | ary Owner or Principle Information |
| Name: | |
| | |
| | State: Zip Code: |
| Home Phone: | Cell Phone: |
| Email address: | |
| | SSN: DOB: / / |
| Signature of Owner: | Date: |
| <u>Additi</u> | onal Owner Information (if applicable) |
| Name of Owner: | |
| | |
| | State: Zip code: |
| | Cell Phone: |
| Email address: | |
| | SSN: DOB:// |
| Signature of Owner: | Date: |



Dealer Registration

Bank Information

| Bank Name: | | |
|--|---------------------------------|-------------------------------|
| Address: | | |
| City: | | Zip Code: |
| Bank Phone #: | | |
| Contact Person: | | |
| Company Checking Account number(s): | | |
| I hereby authorize the bank or finance Texarkana Auto Auction, LLC 2631 E. information related to my business bank loans, floorplans and lines of credit. | Wallace Dr. | Texarkana, TX 75501-1022 |
| Further, I authorize Texarkana Auto Aud company, and authorized company emp may be used in obtaining full payment for and in obtaining banking status updates | loyees with choor vehicle purch | eck signatory authority, that |
| Original of this release will retain on file | at Texarkana A | Auto Auction, LLC. |
| Business or Dealership Name: Printed Name of Account Holder: Account Holder Signature: Date: | | |



Dealer Registration

Authorized Employees & Agents

The following employees or agents are authorized to purchase vehicles at Texarkana Auto Auction, LLC. The authority of the listed employees or agents to act on behalf of the dealer shall continue until terminated by the owner in writing to Texarkana Auto Auction. The owner does hereby guarantee all transactions made by any of the following employees/agents. The owner agrees to indemnify and hold harmless Texarkana Auto Auction form all dept or expense caused as a result of any transaction, including but not limited to losses from dishonored drafts, as well as any expenses incurred attempting to collect loss.

INCLUDE A COPY OF ALL AUTHORIZED AGENT DRIVER'S LICENSE

(Business/dealership owner(s) need not be listed here.)

| Authorized Agent #1: | | | |
|----------------------|-----------------|--------------|-------------|
| Home Address: | | State: | Zip code: |
| Home Phone: | | | |
| Email address: | | | |
| Driver's License#: | SSN#: | DOE | B#:// |
| Authorized Agent #2: | | | |
| Home Address: | City: | State: | Zip Code: |
| Home Phone: | Cell Phone: | | |
| Email address: | | | |
| Driver's License#: | SSN#: | DOE | 3#// |
| Signature of Owner: | | Date | e: |
| | Auction Refer | <u>ences</u> | |
| Auction Name: | | | |
| Phone#: | | | |
| Auction Name: | | | |
| Phone#: | How long attend | led: | |



Dealer Registration

Power of Attorney

Used solely for obtaining, reassigning or transferring titles & related paperwork pertaining to vehicles sold at TAA.

| Known All Men by Tl | heses Presents, tl | nat the undersigned |
|---------------------------------------|------------------------|----------------------------------|
| DBA | 1 | |
| (Owner's printed name) | (Dealership/B | usiness Name) |
| does hereby make, constitute and | appoint Texarka | na Auto Auction, LLC true and |
| lawful attorney in fact to sign nam | e, place and stea | d of the undersigned, any |
| certificate of ownership issued be | the Department | of Motor Vehicles of any state, |
| covering vehicles sold at our auction | on, in whatever n | nanner necessary to transfer any |
| registration of said vehicle. | | |
| Granting and giving unto said atto | • | • |
| perform any and all other acts nec | - | • |
| herein expressly granted, with pov | • | |
| as fully to all intents and purposes | | ight or could if personally |
| present with full power of substitu | ition. | |
| | | |
| By: | | |
| (owners' signature) | | |
| (commercial dispersion of | | |
| | | |
| State of | | |
| County of | | |
| Acknowledged before me on | day of | , 20 |
| | | |
| | | |
| Notary Public | | |



Dealer Registration

Rules and Regulations

- Texarkana Auto Auction is a **state registered automotive dealer auction**.
- Texarkana Auto Action, LLC acts solely as a broker in vehicle sales transactions.
- Seller and Buyer agree not to hold this auction liable as a party to the contract of a sale.
- Any transaction of buying or selling vehicles on auction premises must be through the auction office and appropriate commission paid to the auction.
- Any dealer buying or selling vehicles must be registered in the office and wear a bidder badge at all times.
- Dealers are responsible for the conduct of their representatives and guests.
- Children 11 years of age and younger are not allowed to enter the auction lanes or lot.
- Auction accepts no responsibility for theft or damage of personal property.
- Auction maintains a security interest in all sold vehicles until paid with collected funds.
- All fair attempts are made by Texarkana Auto Auction to provide correct information of vehicles offered for sale on behalf of selling dealerships.
- It is the <u>sole</u> responsibility of the <u>buyer</u> and <u>seller</u> to be aware of selling descriptions and announcements from the auction block, conduct their own examination of vehicles, and to accept a purchased vehicle's present condition.
- All written information on vehicles windshield and windows, including but not limited to mileage, year model, and/or condition is for convenience only and the auction is not responsible for, and does not guarantee accuracy of this information. It is the buyer's and seller's responsibility to verify such information.
- Buyer is responsible for checking emission systems, smog pumps, catalytic converters and gas tanks.
- Texarkana Auto Auction, LLC is not responsible for damages or breakdowns when transporting a vehicle.
- Texarkana Auto Auction, LLC is not responsible for any repairs made on purchased vehicles.

- Vehicles will NOT be registered or offered for sale without a manufacturer's VIN plate properly and correctly attached.
- The following items or conditions **must** be announced at the time of sale:
 - A. Reconditioned or salvage titles
 - B. Frame damage or alteration (*see below)
 - C. Total rebuilds
 - D. Missing or non-functioning catalytic converter (*see below)
 - E. Flood damaged vehicles
 - F. Broken or replaced odometer (*see below)
 - G. Lemon law buyback
 - H. Police, taxi or government vehicle
 - I. Insurance titled vehicles
 - J. Cracked block
- Buyer is obligated to the following time frames for reporting the items or conditions above NOT announced at the time of purchase:

*Frame or Unibody damage or alteration within 5 business days of date of purchase.

*Missing or non-functioning catalytic converter within 3 business days of purchase.

*Broken or replaced odometer within 3 business days of purchase.

Selling descriptions and definitions:

"As Is" – without mechanical guarantee of any kind; including, but not limited to, year model or frame condition. All vehicles sold for \$3,000.00 or less are "As Is" regardless of announcements to the contrary from the auction block or otherwise.

- 1. All repo's, new car trades, & boats are "As Is" unless announced differently
- 2. All counter sales are "As Is" between buyer and seller.

"Ride & Drive" – guarantees engine, transmission, drive axle, and rear end without exception of announced defects or conditions. However, in no event will arbitration take place, if in the opinion of the arbitrator, the condition that can be corrected for \$1,000.00 or less. Any announced condition regarding a component of a vehicle renders the entire component ineligible for arbitration, for example; a vehicle is announced that the transmission slips going into 4th gear means the entire transmission is not arbitrated.

Arbitration - You have 2 hours from the time of purchase to report arbitration. The bid price on the vehicle must be over \$3,000.00 with Ride and Drive and have more than \$1,000.00 needed in repairs to one of the following:

Engine Transmission Drivetrain



Dealer Registration

Rules and Regulations continue

- Auction does not guarantee year, make, model or milage of vehicle. Buyer must confirm year model and mileage, and report to auction any discrepancies.
- Auction does not guarantee title of paperwork on boats, boat motors, or motorcycles
- Auction does not refund expenses or transportation on late title vehicles.
- Used vehicle dealer sellers are allowed 35 banking days, from date of sale to provide a negotiable title to the auction.
- New vehicle franchise dealerships are allowed 45 banking days, from the date of sale to provide a negotiable to the auction.
- Auction must be notified by buyer before returning vehicle for late title and allow the auction 48 hours from notification to provide a negotiable title.
- Only year model vehicles 2010 and older are sold with mileage exempt.
- Texarkana Auto Auction assumes no responsibility nor guarantees the accuracy of the odometer reading.
- Any vehicle left over 30 days must be sold for storage.
- Auction assesses \$75.00 charge for returned checks due to NSF, bank account closed or another other such reasons.
- · Sellers are expected and required to fairly represent their vehicles
- Texarkana Auto Auction sells vehicles governed by Texas Title Laws.

I/We hereby agree to pay in full the sale price of any and all vehicle purchases made by me/us and authorized agents as described on all sale vouchers under the terms and rules of Texarkana Auto Auction, LLC. And further certify the information provided on this registration packet is true and accurate.

| Company Name: | | |
|---------------------|------|--|
| Owner(s) signature: | | |
| | | |
| | | |
| Date: | | |