

# INDIANA PUBLIC AUTO AUCTION

## Dealer Registration Packet

Dealer Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Fax Number (\_\_\_\_) \_\_\_\_\_

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Is the Dealer an  Individual  Partnership  LLC  Corporation

FEI # (TIN) \_\_\_\_\_ State Sales Tax # \_\_\_\_\_

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1. Once registered with Indiana Public Auto Auction, Inc. (“IPAA”) the authorized agents listed below will be allowed to buy and sell vehicles at “IPAA”. Payment must be made on the day of purchase. Acceptable methods of payment are cash, certified funds or electronic transfers.
2. By signing below, the dealer agrees that the dealer is properly licensed in its resident state and that all vehicles purchased through “IPAA” are purchased solely with the intent of resale. Dealer further agrees that the below designated agent(s) are added as authorized agent(s) for purposes of binding dealer in making purchases and sales through “IPAA”.
3. By signing below, you (A) agree to be bound by the “IPAA” Policies, Rules, Terms and Conditions (which are incorporated herein by this reference) as then in effect, which policies are posted and/or distributed at “IPAA” (or will be provided to you upon your request). Said policies may be amended by “IPAA” at any time; (B) assume any and all risks associated with attending an “IPAA” auction; and (C) agree that neither “IPAA” nor any of its officers, directors, employees or agents shall have any liability for any loss of any kind whatsoever arising out of, resulting from, or in any way connected with your attendance at “IPAA” or presence at the “IPAA” facility or auction premises.
4. Dealer recognizes and acknowledges that Auction is not to be deemed to be the seller of any vehicle for any purpose, nor is Auction a “transferor” required to give the Federal Odometer Mileage Statement in connection with any sale at this auction. The Seller named on the contract documents is the transferor.
5. The persons indicated on the reverse side as “Authorized Agents” are duly authorized by Dealer to buy and sell automobiles and to execute bills of sale, Odometer Mileage Statements, provide

interim plates, assignments of title, and warranties of title on behalf of Dealer. The authority of such persons to act on behalf of Dealer shall continue in full force and effect until terminated by Dealer in writing to the Auction. Dealer does hereby guarantee all transaction made by such persons, and does indemnify and hold harmless the Auction from all loss or expense caused it as a result of any such transaction including, but not limited to, losses from dishonored checks or drafts, defective titles, and false or inaccurate odometer Mileage statements as well as any expense incurred in attempting to collect such losses, including attorney's fees.

6. Dealer authorizes the Auction to act as Dealer's attorney-in-fact (copy of executed POA attached) to sell and transport vehicles, and on Dealer's behalf to execute any documents necessary to transfer ownership thereof and any disclosure statements relating thereto. Dealer agrees to indemnify the Auction, hold the Auction harmless, and defend the Auction against all claims, loss, damage, expense, and attorney fees that the Auction may sustain by reason of so acting for Dealer.
7. Dealer assumes all risks of loss, liability, and damage incident to or arising out of any vehicle consigned hereunder whether left by the Dealer or whether moved by the Auction at the request of the Dealer. The Auction disclaims all liability in tort, contract, or otherwise for any loss, liability, and damage to vehicles left with Auction solely for Dealer's convenience.
8. With respect to each and every vehicle delivered by Dealer to the Auction for sale, Dealer represents to the Auction and to the Buyer of that vehicle that:
  - a. Dealer is the true and lawful owner of the vehicle;
  - b. Dealer has lawful power and authority to sell the vehicle;
  - c. Dealer guarantees, without exception, that title to the vehicle is free and clear of all encumbrances and other defects, and Dealer will hold the Buyer and the Auction harmless for any loss, liability, or expense resulting from any defect in such title;
  - d. Within the time allowed by Auction rules, Dealer will deliver to the Auction, as agent, good title to the vehicle, free and clear of all liens or encumbrances, with related disclosure statements. Upon receipt of full payment from Buyer, the Auction agrees to pay Dealer the purchase price of the vehicle, less any fees owing to the Auction;
  - e. Dealer agrees to pay to the Auction such fee as the Auction Policies, Rules, Terms and Conditions provide for any vehicle that goes through the Auction but is not sold. Dealer specifically grants to the Auction a possessor lien against any such vehicle for which a fee is due as security for the payment of such fee;
  - f. Dealer will hold harmless and indemnify the Auction and the Buyer of the vehicle against any loss resulting from breach of the Dealer's warranty of title to the vehicle or of any warranty or representation contained herein.
  - g. When required by Auction, Dealer will provide interim plates for Dealer's vehicles.

9. With respect to each and every vehicle purchased by Dealer, Dealer agrees that:
  - a. The Auction does not inspect vehicles delivered to it for sale, rather, the seller is responsible for all representation of description, condition, and mileage and for disclosure statements relating to the vehicle;
  - b. Dealer will examine any vehicle bought and accept the vehicle in its present condition;
  - c. Dealer will pay the Auction the purchase price of the vehicle by draft, check or cash (as requested by Auction) immediately upon tender of good title thereto. Upon failure to pay, Auction may without further notice to Dealer dispose of such vehicle through a subsequent auction sale, and Dealer shall be liable to the Auction for all costs of collection, loss on resale of the vehicle, and any other damage the Auction may sustain, including reasonable attorney fees incurred in collecting payments due and interest;
  - d. The title and ownership of the vehicle shall remain in the Seller of the vehicle until any check or draft given as payment for the vehicle has been honored and paid in full.
10. Dealer agrees to honor payment of any check or draft immediately when properly presented to Dealer's bank for payment. Dealer will not under any circumstances, stop payment of its check or draft without the advance written approval of an authorized representative of the Auction; then if approved, Dealer will return the vehicle at Dealer's expense to the Auction's place of business. Dealer further agrees to hold the Auction harmless for and indemnify the Auction against any loss as a result of a check or draft of Dealer being dishonored by the bank upon which it is drawn.
11. Dealer hereby authorizes the Auction to investigate Dealer's (including its Principals) credit history including but not limited to the banks and other financial institutions with whom Dealer does business and agrees to execute any documents required by any such bank or financial institution to release financial information to the Auction (Bank Reference Authorization Form attached).
12. This Agreement may be terminated by the Auction at any time with or without cause. The parties' obligations under this Agreement with respect to transactions completed prior to termination shall survive termination.
13. This Agreement together with attachments and Auction's Policies, Rules, Terms and Conditions incorporated herein by reference, constitutes the understanding of the parties and represents the entire and integrated agreement between them and supercedes all prior negotiations, representations, or agrees, either written or oral, with respect to the subject matter hereof.
14. If any provision hereof or the application of any provisions to any persons or circumstances are held invalid or unenforceable by a court of competent jurisdiction, said provision shall be deemed deleted and the remainder of the Agreement shall remain in full force and effect.
15. This Agreement by and between Auction and Dealer shall apply to one (1) or more transactions/sales/purchases by Dealer. Each and every such separate transaction shall be subject to Auctions published Policies, Rules, Terms and Conditions. The specific terms and conditions

of each separate transaction shall be in writing upon an "Auction Ticket" prepared by Auction for such purposes, a copy of which shall be attached to, and made a part of this Dealer Registration Packet.

16. Disputes arising out of or under this Agreement shall be resolved in accord with the laws of Indiana.

DEALER:

AUCTION:

Name: \_\_\_\_\_

Indiana Public Auto Auction, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**The following person(s) is (are) authorized agent(s) to buy/sell on behalf of Dealer.**

Name of Authorized Agent: \_\_\_\_\_ Date of Birth \_\_\_\_\_

SS# \_\_\_\_\_ Drivers License # \_\_\_\_\_ State \_\_\_\_\_ Cell # \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature of Authorized Agent \_\_\_\_\_

Signature of Officer, Partner or Owner \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_ Date of Birth \_\_\_\_\_

SS# \_\_\_\_\_ Drivers License # \_\_\_\_\_ State \_\_\_\_\_ Cell # \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature of Authorized Agent \_\_\_\_\_

Signature of Officer, Partner or Owner \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Name of Authorized Agent: \_\_\_\_\_ Date of Birth \_\_\_\_\_

SS# \_\_\_\_\_ Drivers License # \_\_\_\_\_ State \_\_\_\_\_ Cell # \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature of Authorized Agent \_\_\_\_\_

Signature of Officer, Partner or Owner \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Printed \_\_\_\_\_ Title \_\_\_\_\_

If paying by company check, I agree that "IPAA" is authorized at any time to obtain a credit report and/or criminal background check on each entity signing this form.

**List of Owners, Partners, Officers**

Name \_\_\_\_\_ Title \_\_\_\_\_ SS# \_\_\_\_\_  
Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_  
US Citizen     Yes             No            Date of Birth \_\_\_\_\_  
Signature \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ SS# \_\_\_\_\_  
Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_  
US Citizen     Yes             No            Date of Birth \_\_\_\_\_  
Signature \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ SS# \_\_\_\_\_  
Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_  
US Citizen     Yes             No            Date of Birth \_\_\_\_\_  
Signature \_\_\_\_\_

## DOCUMENT CHECKLIST

### FOR CASH/WIRE

- Completed Dealer Application
- Copy of Dealer License
- Copy of Driver's License(s) for all representatives
- Tax Exempt Form
- Consignment Agreement Form
- Power of Attorney

### FOR CHECK

- Completed Dealer Application
- Copy of Dealer License
- Copy of Driver's License(s) for all representatives
- Copy of Business Check (VOIDED)
- Tax Exempt Form
- Consignment Agreement Form
- Power of Attorney

## BANK REFERENCE AUTHORIZATION FORM

Dear Sirs or Madams:

I hereby authorize the following list of Bank/Creditors to release my business banking/credit information including, but not limited to, business checking accounts, money market accounts, secured and unsecured loans, credit cards, draft collection, and floor plans to Indiana Public Auto Auction ("IPAA")

| Bank/Creditor Name | Address | Telephone # |
|--------------------|---------|-------------|
|                    |         |             |
|                    |         |             |
|                    |         |             |
|                    |         |             |
|                    |         |             |

A copy of this request remains on file at the Indiana Public Auto Auction, Inc. ("IPAA") office and you may release the information for their confidential use, as required, until I notify you to the contrary.

Thank you for your assistance.

Best regards,

BY: \_\_\_\_\_  
Signature Date

\_\_\_\_\_

Title

\_\_\_\_\_

Company Name

**BUSINESS CREDIT INFORMATION**

Bank \_\_\_\_\_ Bank Phone # \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Credit References: Attach additional page for credit references if necessary.

| Type | Account # | Bank Name/Phone #<br>(if different then above) | Name on Account |
|------|-----------|--|-----------------|
|      |           |  |                 |
|      |           |  |                 |
|      |           |  |                 |
|      |           |  |                 |