



STATEWIDE AUTO AUCTION

1756 N. BROAD ST. MERIDEN, CT. 06450
TOLL FREE 888-886-1975 FAX 203-237-2418

Dealer File Checklist

Thank you for applying to Statewide Auto Auction

In order to process your application in a timely manner, please use this checklist sheet to ensure we have the necessary paperwork from your dealership. A fax application may also be accepted.

_____ Completed Application with Owner's Signature

_____ Proof of Ownership (Articles of Incorporation; form that shows all officers and titles) **Must be NOTARIZED**

_____ Copy of a **CURRENT** Dealer's License

_____ Copy of **CURRENT** Sales Tax Certificate

_____ Copy of Voided Business Check

_____ Power of Attorney **Must Be NOTARIZED**

_____ Signed Disclosure

_____ Copy of All Representatives' **CURRENT** Driver's License

1) _____ Title: _____

2) _____ Title: _____

3) _____ Title: _____

4) _____ Title: _____

5) _____ Title: _____

DEALER APPLICATION

Legal Name of Dealership _____

DBA _____

Address _____ City _____ State _____ Zip _____

Mailing Address (if different) _____

Phone () _____ Cell () _____ Fax () _____

Email Address _____ Website Address _____

Dealers License # _____ Dealer Sales Tax # _____

Fed ID # _____ **Owner Signature** _____

Is the dealer an: _____ Individual _____ Partnership _____ Corporation

Type of Dealership: _____ Franchised _____ Used _____ Wholesale

If franchised, make of cars sold: _____

Date dealership was organized: _____

Method of payment if you buy: _____ Cash _____ Checks _____ Credit Card

REFERENCES

Other Auctions you Attend:

Name _____ Name _____

Address _____ Address _____

City, State, Zip _____ City, State, Zip _____

LIST OF OWNERS AND OFFICERS

Name _____ Title: _____

Home Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell _____

Name _____ Title: _____

Home Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell _____

Name _____ Title: _____

Home Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell _____

Name _____ Title: _____

Home Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell _____

GUARANTY

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

The undersigned further guarantees the Odometer Mileage Statement given by or in behalf of the dealer in all sales of motor vehicles by it through the Auction, and agrees to reimburse, indemnify and hold harmless the Auction from all losses and expenses caused it by any such Odometer Mileage Statement. Guaranty issued by it in connection with any such sale, as well as any such sale, as well as any expense or costs incurred by Auction in collection or attempting to collect such losses, including attorney's fees.

The undersigned acknowledges that Auction shall have the right to refuse to transact business with Dealer, to modify or release 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 nonpayment of dishonor. The undersigned shall be liable as principal debtor and not merely as surely, and the bankruptcy of any assignment in favor of creditors or 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 ensure to the benefit of Auction, its successors, assigns and subrogates.

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

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seal this

_____ day of _____ 20_____.

_____ Notarized _____
(President or Owners Signature)

_____ Notarized _____

Date _____ **(Hereinafter referred to as Auction)**

Name of Dealership _____ Telephone # _____

(Hereinafter referred to as Dealer)

Address _____ City _____ State _____ Zip _____

MUST BE NOTARIZED

AUTHORIZED REPRESENTATIVES

The following person or persons are duly authorized to buy and sell automobiles, to execute checks or drafts, to execute bills of sale, odometer/mileage statements, assignments of titles and warranties, on behalf of Dealer. The authority of the following 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 not hereby guarantee all transactions made by such persons, and does not indemnify and hold harmless the Auction, from all loss or expense caused it as a result of any such transaction including losses from dishonored checks, 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.

ONLY 5 REPRESENTATIVES PER DEALERSHIP

1) Representative _____ Add _____ Delete

Home Address _____

Date of Birth _____ Title: _____

Home # _____ Cell # _____

Driver's License # _____ State _____ Email _____

Owner's Signature _____ **Date** _____

2) Representative _____ Add _____ Delete

Home Address _____

Date of Birth _____ Title: _____

Home # _____ Cell # _____

Driver's License # _____ State _____ Email _____

Owner's Signature _____ **Date** _____

3) Representative _____ Add _____ Delete

Home Address _____

Date of Birth _____ Title: _____

Home # _____ Cell # _____

Driver's License # _____ State _____ Email _____

Owner's Signature _____ **Date** _____

4) Representative _____ Add _____ Delete

Home Address _____

Date of Birth _____ Title: _____

Home # _____ Cell # _____

Driver's License # _____ State _____ Email _____

Owner's Signature _____ **Date** _____

5) Representative _____ Add _____ Delete

Home Address _____

Date of Birth _____ Title: _____

Home # _____ Cell # _____

Driver's License # _____ State _____ Email _____

Owner's Signature _____ **Date** _____

Dealership Name: _____

Dealership ID #: _____

POWER OF ATTORNEY

The undersigned, and its subsidiaries hereby duly appoint Statewide Auto Auction, located at N. Broad St, Meriden, Ct, through its authorized employees and agents, to act as our ATTORNEY-IN-FACT to sign all papers and documents that may be necessary pertaining to the sale and subsequent title transfer of the vehicles consigned by the undersigned to Statewide Auto Auction for its auction of the vehicles or pertaining to the purchase of vehicles by the undersigned, including without limitation, any title, title transfer document, reassignment of odometer disclosure statements required by federal law.

In consideration of Statewide Auto Auction's agreement to execute such documents on behalf of the undersigned shall from time to time, the undersigned indemnify, defend, and hold harmless Statewide Auto Auction, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from and against any and all loss, damages, liability, claims, cause of action, and expenses of whatever kind and nature, arising from the execution by Statewide Auto Auction or its employees or agents of any certificate of title, odometer statement, bill of sale, or other documents necessary to transfer ownership of consigned vehicles. Notwithstanding the foregoing, nothing contained herein shall be construed to require the undersigned to indemnify Statewide Auto Auction, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from any loss resulting from any gross negligence or willful misconduct of Statewide Auto Auction or its employees or agents.

This Power of Attorney shall be effective as of the date of signing hereof on behalf of the undersigned unless earlier terminated by the undersigned in its sole discretion.

This Power of Attorney supersedes any previous authorization to act as agent and attorney-in-fact for the undersigned.

_____ Dealership Name

_____ Printed Name of Dealership

By: _____

Printed: _____

Its: _____

Subscribed and sworn to before me this _____ Day of _____ 20__

_____ Notary Public

Commission Expiration: _____ County of Residence: _____

MUST BE NOTARIZED

DISCLOSURE

Disclosure and waiver of all warranties express or implied:
Ownership papers are to be furnished by seller and NOT Statewide Auto Auction. Vehicles are sold "AS IS" and NO warranties, including the warranties of merchantability and fitness for particular purpose, express or implied, are given. Buyer waives all such warranties, express and implied. Statewide Auto auction has not attempted any independent verification of the content or accuracy of the information on the sale list with respect to any vehicle. Accordingly, no warranty is made with respect to the accuracy of the information, including specifically the vehicle mileage and year on the sale list.

Buyer is SOLEY responsible for the verification of all information on the sale list, including specifically the year, make, model, mileage, and all other information. Buyer assumes all risk of lose with respect to any incorrect information on the sales list. Please inspect the vehicles, paperwork and all background information and documents, from whatever source derived, buyer deems necessary or prudent and submit bids accordingly.

Buyer(s) represents, warrant and covenants that he or she is duly authorized and a registered dealer and/or dismantler with the Department of Motor Vehicles in the state of their current business address, and buyer must provide adequate documentation supporting the foregoing warranty and covenant on or before the date of sale.

All sales are subject to the terms of auction and Statewide Auto Auction reserves the right to reject all bids in its sole discretion. ALL SALES ARE FINAL.

Statewide Auto Auction is not responsible for any subsequent damage or theft while any vehicle (personal or awarded) is on the property of Statewide Auto Auction or during delivery. Any vehicle that remains at Statewide Auto Auction's facility is at the buyer's sole risk.

Buyer(s) represents that he or she has read and fully understands the foregoing disclosure and waiver of all warranties express or implied, and covenants that he or she will at no time seek any recourse against Statewide Auto Auction, its shareholders, directors, officers, employees, agents, successors or assigns for any losses incurred by buyer after the award with respect to any vehicle purchased from any seller at any Statewide Auto Auction's auction.

Any buyer(s) that bring in any visitors must remain with the buyer at all times. Visitors may not bid on or look at any paperwork at any time

Buyer(s) are not allowed to roam around yard – only auction cars are to be viewed.

Buyer Badges must be worn at all times in plain view while in yard.

I have read and agree to the rules (Owner of Company, President or Partner)

Signature	Print Name	Title	Date
-----------	------------	-------	------

Dealership Name: _____