

HATTIESBURG AUTO AUCTION

2812 Edwards Street
Hattiesburg, MS 39401

"Sale Every Thursday at 2:00"

Date: _____
Name of Dealer: _____ E-mail Address: _____
(Hereinafter referred to as Dealer)
Address: _____ City: _____ State: _____ Zip: _____
Telephone (Office): _____ Telephone (Cellular): _____

BUSINESS INFORMATION

Is the Dealer an: Individual _____ Partnership _____ Corporation _____
If so, what state incorporated _____

List of owners and officers:

Name: _____ Title: _____ SS #: _____

Home Address: _____

Name: _____ Title: _____ SS #: _____

Home Address: _____

Name: _____ Title: _____ SS #: _____

Home Address: _____

When was Dealer organized: _____ Dealers License No.: _____

Do you expect to: Buy _____ Sell _____

If you expect to buy, will you use: Cash _____ Checks _____ Drafts _____ (subject to auction approval)

Type of Dealer: Franchised Used Wholesale Retail If Franchised Make of Car Sold: _____

CREDIT INFORMATION

Bank: _____ Address: _____

Name of Official: _____ Account #: _____ Credit or FP Limit \$ _____

How Long Doing Business: _____

Finance Company: _____ Address: _____

Name of Official: _____ Credit or Floor Plan Limit \$ _____

How Long Doing Business: _____

If you have done business with either of the above for less than three years, give previous financial institution(s) name and address.

Bank: _____ Finance Company: _____

Address: _____ Address: _____

REFERENCES

Other Auction You Attend: _____ How Long Registered: _____

Other Auction You Attend: _____ How Long Registered: _____

Dealer and/or Business Reference: _____ How Long Acquainted: _____

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, assignments of titles and warranties of titles 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 hereby guarantee all transactions made by such person(s).

Sample

Representative: _____ Signature: _____

Authorized to sell cars Yes No
Authorized to sign checks Yes No
Authorized to sign drafts Yes No

Officer or
Owner's Signature _____ Date _____

Representative: _____ Signature: _____

Authorized to sell cars Yes No
Authorized to sign checks Yes No
Authorized to sign drafts Yes No

Officer or
Owner's Signature _____ Date _____

Representative: _____ Signature: _____

Authorized to sell cars Yes No
Authorized to sign checks Yes No
Authorized to sign drafts Yes No

Officer or
Owner's Signature _____ Date _____

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 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 Dealer's representatives, together with any loss or expense incurred by Auction in collecting or attempting to collect such debt, 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 of 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, or 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 the 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 subrogees.

Where there is more than one signatory 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 seals this _____ day of _____, 20 _____.

_____ Witness _____

_____ Witness _____

_____ Witness _____

HATTIESBURG AUTO AUCTION

2812 Edwards Street
Hattiesburg, MS 39401
(601) 544-8741
Fax (601) 582-5539
E-mail: hattiesburgautoauction@gmail.com

Account # _____

Date: _____

Name: _____

Re: _____

Gentlemen:

Your bank has been designated by the above as his/their principal depository and banking reference.

We operate a wholesale automobile auction for licensed new and used car dealers. Since we guarantee all dealer checks for cars bought at our auction, we require that all dealers who do business here, establish their financial responsibility.

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

We would be pleased to reciprocate at any time.

REGULAR CHECKING ACCOUNT SINCE: _____

ISSUE INSUFFICIENT CHECKS

DOES (PLEASE CHECK ONE)
DOES NOT

EXPERIENCE

SATISFACTORY
UNSATISFACTORY (PLEASE EXPLAIN BELOW)

DO YOU FLOOR PLAN FOR THIS ACCOUNT? YES
NO

FLOOR PLAN LINE

NEW \$ _____ USED \$ _____

AVERAGE BALANCE

LOW 3 FIGURES
MED 4 FIGURES
HIGH 5 FIGURES
 6 FIGURES

MAXIMUM CREDIT RECENTLY EXTENDED

\$ _____ SECURED

\$ _____ UNEXTENDED

FLOOR PLAN OUTSTANDING

NEW \$ _____ USED \$ _____

Comments: _____

Above information give by _____
BANK STAMP OR AUTHORIZED SIGNATURE

Date Completed: _____

Many thanks for your cooperation.

Yours very truly,

Auction Manager

RULES AND REGULATIONS

1. This is a Dealers only Auction. All Dealers must be registered and approved by the Auction before buying or selling. Customers are not to be in attendance during Auction.
2. Any sale before or after a vehicle crosses the block must be approved by the Auction. Trading or selling outside of the Auction (when no fees are paid) is **STRICTLY PROHIBITED** and will be grounds for suspension of auction privileges.
3. It is the responsibility of the seller to be sure that year, make, model, and mileage written on the vehicle and invoice is correct.
4. **ALL WARRANTS ARE THOSE OF SELLER ONLY. THE AUCTION MAKES NO WARRANTIES IMPLIED OR EXPRESSED.**
5. **THE AUCTION IS NOT A PARTY TO THE CONTRACT OF A SALE, WHICH IS BETWEEN BUYER AND SELLER ONLY.**
6. Fees are charged the seller and buyer, but if a vehicle is misrepresented and turned down, the seller must pay all Auction charges and fees for both himself and the buyer.
7. Buyer must pay on the day of the auction sale, by Draft, Cash or Check. Method of payment subject to Auction's approval.
8. Checks and Drafts returned for Non-Payment will result in a \$100.00 Penalty.
9. Auction is not responsible for announcements on units offered for sale when the owner or owner's representative is not present on the Block.
10. The BUYER has the right to reject an "IF" sale not approved with one hour. The BUYER MUST NOTIFY the Auction if they do not want the vehicle after the one hour time frame. If BUYER notifies the Auction, the Auction will cancel sale. Otherwise, the Auction will continue to try to get approval of bid from SELLER. The bid is binding for one hour after the vehicle crosses the auction block or until buyer notifies the auction to cancel sale. It is the BUYER'S responsibility on all vehicles sold on "IF" to check with the office to verify sale or no-sale before leaving the premises.

ANNOUNCEMENTS

1. "Title Delay" on all sales.
2. Co's, MSO's, Rebuilt, Dismantled, Junk, Flood Titles, Previous Salvage Titles, and Salvage Titles must be announced on the block prior to the sale.
3. Body and Paint Work current year models.
4. Diesel Conversions.
5. No Air Conditioning.
6. Emission Control - missing or inoperable.
7. Police Cars or Taxi Cabs.
8. Miles not actual, Miles over mechanical limits, or kilometers only (if conditions exist).
9. Air Bags - inoperable or missing.
10. Frame Damage, Cracked Block and Flood Vehicles when sold Green or Yellow Light.

LIGHT SYSTEM

1. GREEN LIGHT – "Ride & Drive" - Vehicle with 100,000 miles or less and mechanically sound within \$300, as determined by the arbitrator. (Engine, Transmission, Differential and Drive Axle)
2. BLUE LIGHT – "Personal Ride & Drive" - Vehicle with 100,001 miles or more and selling for more than \$2,000, mechanically sound within \$300. Arbitration only on the following: Engine, Transmission, Differential and Drive Axle.
3. YELLOW LIGHT – Mechanically sound within \$300 except for announced defects, as determined by arbitrator.
4. RED LIGHT – "As Is Sale" - No warranty or guarantee or any kind. See definition under Arbitration Section (#4).

X SYSTEM

All vehicles sold and purchased through X System will have NO ARBITRATION.

X SYSTEM

1. Seller is required to make proper announcements on the block, prior to the sale of a vehicle, as required by the Federal Motor Vehicle Information Cost Saving Act of 1972.
2. Seller is solely responsible that information on the "bill of sale" and the "odometer statement" is correct and that the proper blocks are checked, and properly signed. Odometers recording in "Kilometers Only" must be announced.
3. Vehicles 10 calendar years old or older are exempt from odometer disclosure requirements, including odometer operation.
4. Buyer is responsible to check the operation of odometers. If inoperable, report immediately. If not reported, and odometer records any mileage, it will be considered operable at time of sale.

TITLES

1. Seller responsible to insure that a title is negotiable to the original buyer.
2. If a title is not produced within 30 calendar days, the buyer can cancel sale. To cancel, vehicle must be at H.A.A. before seller presents title for payment. Buyer must contact the auction management 24 hours prior to the return of the vehicle. Buyer will be responsible for any cost for repairs made prior to receiving the title.
3. Auction will not be responsible for charged or expenses incurred on "title delay" vehicles, nor hold seller responsible for such expenses, except reasonable transportation.

**ARBITRATION
(DAY OF SALE IS 1ST DAY FOR ARBITRATION)
NO ARBITRATION ON THE FOLLOWING:**

1. Any vehicle selling for \$2,500 or less, will be sold as an "AS IS SALE". See #4 for definition.
2. Inoperable Air Conditioning in Vehicles less than 2 years old, present model year is year 1.
3. Electrical Equipment, Wiring and Sound Equipment.
4. "AS IS SALE": Red Light - No Arbitration for anything (including year, make, model, frame, blocks, or hail) except items Federally regulated.
5. Visible Body Damage and Paint Work, including Hail Damage.
6. Tires, Glass or Upholstery.
7. Warning Lights, including "Service Soon" or "Check Engine" lights.
8. 100,000+ mile vehicles unless otherwise indicated are sold "AS IS".
9. Kit Cars, Police Cars, Taxi Cabs, Hot Rods, Show Cars, Antiques, Boats, Golf Carts, Trailers and Motorcycles. No warranty of any kind.
10. Oil and fluid leak.
11. All "counter sales" – Sales prior to or after the auction.
12. Visible Defects – IF YOU CAN SEE IT, YOU CAN'T ARBITRATE IT!

ARBITRATION UNDER GREEN OR YELLOW LIGHT

FRAME DAMAGE, UNDISCLOSED-----Must arbitrate within 7 days.

CRACKED BLOCKS, UNDISCLOSED-----Must arbitrate within 5 days.

FLOOD VEHICLES, UNDISCLOSED-----Must arbitrate within 7 days.

EMISSION CONTROL -----Missing or inoperable - Must arbitrate within 2 days.

AIR BAGS-----Inoperable or missing - Must arbitrate within 2 days.

ALL COMPLAINTS: Must be submitted for arbitration within 1 hour after unit crosses the block. "Conditional" and "If" sales included. All complaints must be settled prior to the vehicle leaving the Auction. The Arbitrator's Decision is final on both seller and buyer.

ALL VEHICLES AND DOCUMENTS: MUST CONFORM TO ALL STATE AND FEDERAL STANDARDS AND REGULATIONS, AND VEHICLES MUST HAVE A SERIAL PLATE ATTACHED PROPERLY.

THIS AUCTION RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE.

Signature: _____

Date: _____