



Statewide Auto Auction
 1756 North Broad St
 Meriden, CT 06450
 P: 203.237.1975
 F: 203.237.2418

Email: Registration@statewideauction.com

Application/Agreement Supplement

Statewide Dealer #: _____

Legal Name of Business _____ Trade Name of Business _____

Street: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Dealership email: _____

Dealer License Plate #: _____

Owner Name: _____ Owner Cell: _____ Owner SSN: _____

Co-Owner Name (If applicable): _____ Co-Owner cell: _____ Co-Owner SSN: _____

Authorized Representatives: (Owner must be an authorized Representative) *Maximum of 4 Representatives per dealership*

Name: _____ Cell #: _____ SSN: _____ Email: _____

Name: _____ Cell #: _____ SSN: _____ Email: _____

Name: _____ Cell #: _____ SSN: _____ Email: _____

Name: _____ Cell #: _____ SSN: _____ Email: _____

Required Documentation to Complete this Application/Agreement/ Guaranty/Authorization:

- _____: Completed Packet
- _____: Copy of Current Dealer License
- _____: Documentation of Federal ID Number
- _____: Completed and signed CT sales and use Tax cert.
- _____: Copy of Business check (In dealerships name)
- _____: Copy of Dealer State Sales Tax Permit

Method of Payment Under this Agreement: Wire Transferor Approved Floor-Plan:

(Additional Methods of payment available pending credit review)

Agreement to Terms and Policies:

In consideration of Central Auto Auction, DBA Statewide Auto Auction, allowing Dealer to buy motor vehicles through Auction, the undersigned personally covenant guarantee full payment of any debts of Dealer to Auction, including any checks Issued by Dealer or any of Dealer's representatives herein listed or additionally added by Dealer, together with any loss or expense incurred by Auction in collecting or attempting to collect such debt, including attorney's fees. The undersigned unconditionally agrees to reimburse Auction for any loss, damage, expense, or cost including attorney's fees, incurred by Auction as a result of breach of the forgoing, Auction Terms & Conditions, Auction Regulating Policy, OVE Agreement, or other On-line Policy under which vehicle(s) was/ were purchased.

The undersigned acknowledges the 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 agreement is to be a continuing agreement and the undersigned hereby waives notice of acceptance of this agreement and presentment, demand, protest, and any notice of nonpayment or dishonor. The undersigned shall be liable as principle debtor and not merely as surety, and the bankruptcy or any assignment In favor of Creditors of Dealer shall not affect the enforceability of this agreement.

Notwithstanding the foregoing, nothing contained in here shall be construed to require Dealer to indemnify Auction from any loss resulting from any willful misconduct of Auction, its employees or its agents.

By signing below, the undersigned agrees to: these terms, the AUCTION Terms and Conditions and Regulating Policy of Auction and authorizes the Representatives noted above. (Terms & Conditions Regulating Policy are available online at Statewideauction.com and posted at auction.)

Dealership Name: _____
 Owner(s) Signature: _____
 Printed Name: _____ Title: _____ Date: _____
 Witness Name: _____ Signature: _____ Date: _____

How Did you hear about us?			
<input type="checkbox"/>	ONLINE	<input type="checkbox"/>	OTHER
<input type="checkbox"/>	REFERRAL	<input type="checkbox"/>	POSTCARD



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GUARANTY

In Consideration of Auction allowing Dealers to buy and sell motor vehicles through the 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 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 on 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 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 non-payment of dishonor. The undersigned shall be liable as principle debtor and not merely as surety, and the bankruptcy of any assignment in favor of creditors or Dealers 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 the 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.

Dealerships Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

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

Notary Public: _____

Commission Expiration: _____ County of Residence: _____

Must be Notarized



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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 your ATTORNEY-IN-FACT to sign all papers and documents that may be necessary pertaining to the sale and subsequent title transfer 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 assigned from and against any and all loss, damages, liability, claims, cause of auction, 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 here in shall be construed to require the undersigned to indemnify Statewide Auto Auction, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns any loss resulting from the any gross negligence or willful misconduct of Statewide Auto Auction or its employees of agents.

This Power of Attorney shall be effective as 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.

Dealerships Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

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

Notary Public: _____

Commission Expiration: _____ County of Residence: _____

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References

AUCTION REFERENCE:

Name: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

OTHER REFERENCES:

Name: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

Name: _____

ADDRESS: _____

CITY, STATE, ZIP: _____



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AUCTION POLICY

1. Each dealership must have a complete application, dealer license, dealer bond and sales tax on file. Only dealers complying with the motor vehicle regulations of their state may attend the auction.
2. Dealers are responsible for providing annually updated copies of their dealer license and all changes pertaining to their dealership as they occur.
3. All authorized buyer's and seller's representatives must be listed on the application. The dealership is responsible for all transactions of each of these representatives. The auction will not remove or add any representative without written approval from the owner of the company.
4. A current driver's license must be used to enter the auction grounds and may be checked periodically by security.
5. **NO** retail customers are allowed. Any violation of this policy will result in revocation of auction privileges. Dealers are solely responsible for their employees and drivers.
6. **NO** children are allowed.
7. The auction reserves the right to refuse to auction any vehicle. The auction has the right to refuse or cancel any sale for any reason.
8. Personal checks are **not** accepted. If writing a check, it must be a business check approved by Statewide Auto Auction.
9. A service fee of \$100 will be charged for all returned checks. Restitution must be made before being readmitted into the auction. The dealer here in grants permission to the auction to sell any vehicle to offset any outstanding checks or fees.
10. A service fee of \$100, per vehicle will be charged for any vehicle not paid for by 4:00pm on the day of the sale. A fee of \$200 will be charged if not paid by Monday. If bids must be paid for by 4:00pm on Friday to avoid a late fee.
11. The seller is responsible for the accuracy of the vehicles information as well as announcements and accompanying lights. Representations must be announced through the auctioneer. It is the seller's obligation to correct any errors made by the auctioneer as to "announced conditions."
12. The auctioneer determines the successful bidder. By not signing the bill of sale, the buyer is not released from the purchase and is liable for any losses or expenses.
13. Auction is not bound by information listed in Electronic Data Vehicle Histories (EDVH), ie. Carfax, Autocheck, etc. and any vehicle may not be arbitrated solely on EDVH data. Auction may investigate vehicle history based on information that may impact arbitration.
14. The auction reserves the right to correct clerical errors.
15. Statewide Auction is not responsible for any missing keys, theft or damage of any vehicle and/or personal property theft on premises.
16. **ALL VEHICLES ON THE AUCTION PROPERTY FOR MORE THAN 90 DAYS WILL BE CONSIDERED ABANDONED. VEHICLES WILL BECOME PROPERTY OF STATEWIDE AUCTION WITHOUT NOTIFICATION. THESE VEHICLES WILL BE DISPOSED OF AT STATEWIDE'S DISCRETION WITHOUT REMUNERATION.**
17. Any stipulations, promises or guarantees made between buyer and seller must appear in writing on the bill of sale before it may become part of the transaction. The Auction assumes no responsibility for verbal commitments between buyer and seller.

RESERVING NUMBERS

Reservations may be made in person with all paperwork (re-assignments, letter of corrections etc.) Vehicles can only run 2 weeks in a row and \$20 should be paid for registration each time, the vehicle runs. Exporters cannot sell vehicles at the auction. We do not take donation vehicles.



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ARBITRATION POLICY

Arbitration requests must be made in person by end of day on the day of sale. All defects must be listed, as only one arbitration per vehicle will be allowed. In matters of interpretation of auction policy, the decision of the auction management will be final.

All boats, campers, RV's, ATV'S, trailers and motorcycles are not arbitratable for any reason. Recreational vehicles all must be free of taxes and liens. Statewide Auction does not guarantee the year, make, model or paperwork for any boat, camper, RV, ATV, trailer or motorcycle.

FRAME-UNIBODY DAMAGE STRUCTURAL DAMAGE POLICY

Frame, unibody and structural damage is guaranteed for 7 working days by the seller except if sold for less than \$1500.00. Altered frames on non-factory bodies such as limos, plow hitches and are not arbitratable.

NOT SUBJECT TO ARBITRATION

- TMU, over 100k (unless personal green)
- Yard deals
- Diesel Engines
- CV joints hub/bearing, assemblies, rack & pinion
- Engine Lights, ABS A/C, SRS, ETC.
- Conditions that are considered "normal" for specific manufacturers
- Vehicles sold for \$1500 or less are not subject to arbitration for any reason except TMU or branded titles.
- Head Gaskets on Subaru's
- 4x4/2x4
- Frames on Jeep Wranglers and Toyota Tacomas; Ford Rangers
- Jeep rear-ends

PERSONAL GREEN/AS-IS

Personal Green light is announced at seller's discretion regardless of year or mileage must meet "green light" requirements.

TITLE ATTACHED

The seller has up to 14 days to produce the title, if it was announced Title Attached. The buyer is **cautioned NOT to sell or spend any money on the vehicle until the title is received**. Buyer is required to notify the auction before returning the vehicle (after the 14th day). Additional mileage may not exceed 250 miles.

SELLING LIGHT SYSTEM

GREEN LIGHT-OK

These vehicles are sold with a drive and are mechanically sound with no single powertrain defect which exceeds \$600 to repair.

RED LIGHT- AS-IS

BLUE LIGHT- TITLE ATTACHED (NO TITLE)

Sellers have 14 days to provide titles if announced T/A

YELLOW LIGHT- LISTEN

Vehicles sold subject to the following conditions must be announced by the seller.

1. TMU and/or over 100,000 miles or Inoperative odometer
2. Salvage, flood, or insurance titles.
3. Structural damage including frame, unibody and excessive rust if sold for more than 1500.
4. Non-titled vehicles
5. 2 wheel drive (SUVs & Pick-ups)
6. Lemon law/Buy backs on vehicles 4 years older and newer as defined by calendar year.