



Dealer Registration Packet

**4501 Hwy 77
Robstown, TX 78380
Phone 361-767-4100
Fax 361-767-9840
www.sparklingcityaa.com**

ServNet[®]

Experienced Service. Net Results.



Registration Application

Dealership Information

Dealership AuctionACCESS ID: _____

Trade or DBA Name: _____

Legal Name (if different): _____ Date Business Started: _____

Government Business ID: _____

RIN (Canadian Province of Ontario only): _____

- Check only one*
- Company Type: Sole Proprietorship General Partnership Limited Partnership
 Business Corporation Limited Liability Company Unlimited Liability Corporation

Business Types

Check all that apply

	New	Used	Lease	Wholesale	Parts	Salvage	Export	Rental
Automobile								
Motorcycle								
Moped								
RV								
Mobile Home								
Trailer (Pull Behind)								
Motorcycle (Off Road)								
ATV								
Snowmobile								
Heavy Equipment								
Boat								
Personal Watercraft								
Airplane								

Contact Information

Lot Address: _____

City: _____ Colony (if applicable): _____

St/Prov (if applicable): _____ Postal Code: _____ Country: _____

Mailing Address: _____

City: _____ Colony (if applicable): _____

St/Prov (if applicable): _____ Postal Code: _____ Country: _____

Bus. Phone Number: _____ Bus. Fax Number: _____

Email Address: _____ Website Address: _____

The undersigned Entity ("Entity") does hereby authorize AutoTec, LLC, its affiliate Auction Insurance Agency, and those of its customers that subscribe to AutoTec's AuctionACCESS system (including Manheim Auctions, Inc. and its subsidiaries, ADESA Inc. and its subsidiaries, and all other customers subscribing to AutoTec's AuctionACCESS System) and to which Entity registers or otherwise provides its AuctionACCESS number at any time ("Subscribing Customers") to obtain, store, use and provide to Subscribing Customers the information contained on this application and other information regarding the Entity, including credit information, such as bank information and credit reports, and understands that AutoTec provides this information to said Subscribing Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Subscribing Customers are not limited to businesses engaged in the automobile dealer or auction industries, but may also include other businesses providing goods or services to such industries. By signing below, the Entity (1) agrees to the terms of this application and any exhibits hereto, (2) warrants that it is solvent and that the information provided herein is complete, accurate and truthful, (3) acknowledges that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit, (4) agrees to be bound by the policies and procedures of each Subscribing Customer at which they are registered via AuctionACCESS, (5) agrees that AutoTec, LLC, its affiliate Auction Insurance Agency, and its Subscribing Customers, on their own behalf or on behalf of their respective sellers, consignors, or other customers, for any commercial or advertising purpose, may contact Entity using the telephone numbers (whether business, home or mobile numbers), fax numbers, e-mail addresses, and other contact information provided on this form, or at any other address, telephone number, facsimile number or e-mail address used in connection with Entity's business, and (6) agrees to disclose AuctionACCESS numbers only to Subscribing Customers. Each of the undersigned also agrees in his/her individual capacity that AutoTec, LLC, its affiliate, and its Subscribing Customers may obtain, store, provide, and use that individual's credit information, including bank information and credit reports, in the same manner as described above for Entity.

Signature

Legal Name of Entity (Corp/LLC/LLP/ULC/Partnership/Individual)

Trade or DBA Name of Entity

By: _____
Printed Name of Authorized Signer (Owner/Officer/Manager)

Witness/Attester: _____

Its: _____
Title of Authorized Signer (Owner/Officer/Manager)

Date: _____

Signature of Authorized Signer (Owner/Officer/Manager)

Owners

<i>Owner Name</i>	<i>Owners AA ID</i>	<i>Owner Name</i>	<i>Owners AA ID</i>
_____	_____	_____	_____
_____	_____	_____	_____

References

<i>Auction Name</i>	<i>Phone Number</i>
_____	_____
_____	_____
_____	_____

Franchise Information

<i>Franchise Name</i>	<i>Franchise Number</i>	<i>Franchise Name</i>	<i>Franchise Number</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



Individual Authorization Letter

Agreement

Date: _____ Individual's AuctionACCESS ID: _____

To Whom It May Concern:

The individual referenced below ("Individual") wishes to register, as of the date listed above, with AutoTec, LLC's AuctionACCESS System. The Individual does hereby authorize AutoTec, LLC, its affiliate Auction Insurance Agency, and those of its customers that subscribe to AutoTec's AuctionACCESS System (including Manheim Auctions, Inc. and its subsidiaries, ADESA, Inc. and its subsidiaries, and all other customers subscribing to AutoTec's AuctionACCESS system) and to which Entity registers or otherwise provides its AuctionACCESS number at any time ("Subscribing Customers") to obtain, store, use and provide to Subscribing Customers the information contained on this form and other information regarding the Individual, including credit information, such as bank information and credit reports, and understands that AutoTec provides this information to said Subscribing Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Subscribing Customers are not limited to businesses engaged in the automobile dealer or auction industries, but may also include other businesses providing goods or services to such industries. By signing below, the Individual (1) agrees to the terms of this registration, (2) warrants that he/she is solvent and the information provided herein is complete, accurate and truthful, (3) acknowledges that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit, (4) agrees to be bound by the policies and procedures of each Subscribing Customer at which they are registered via AuctionACCESS, (5) agrees that AutoTec, LLC, its affiliate Auction Insurance Agency, and its Subscribing Customers may contact the Individual, on their own behalf or on behalf of their respective sellers, consignors, or other customers, for any commercial or advertising purpose, using the telephone numbers (whether business, home or mobile numbers), fax numbers, e-mail addresses, and other contact information provided on this form, or at any other address, telephone number, facsimile number or e-mail address used in connection with the Individual's business, and (6) agrees to disclose AuctionACCESS numbers only to Subscribing Customers.

Date of Birth: _____ Government Personal ID: _____

Printed Legal Name of Individual _____ Individual Signature _____

Photo Identification

- Driver's License State/Province Issued ID Passport Voter Registration Card (Mexico Only)

ID Number: _____ State/Province or Country: _____

Issue Date: _____ Expiration Date: _____

Contact Information

Home Address: _____

City: _____ Colony (if applicable): _____

State/Province (if applicable): _____ Postal Code: _____

Country: _____ Email: _____

Mobile Telephone: _____ Home Telephone: _____



Dealer Authorization/Removal of an Individual

Dealership Name: _____ Dealership AuctionACCESS ID: _____

To Whom It May Concern:

Printed Legal Name of Individual _____ Individual's AuctionACCESS ID _____ Date of Birth _____

Add or Change Roles

The business referenced above ("Dealership") wishes to authorize and register the individual listed above ("Individual") to serve in the role(s) approved below. Dealership understands and acknowledges that this role(s) will be applicable to all AuctionACCESS subscribing customers ("Subscribing Customers") where the Dealership is registered to do business. Dealership further understands and acknowledges that this authorization will be valid until such time as the Dealership provides written notice of termination of authorization by completing the "Remove All Roles" section of an Individual Dealership Authorization or Removal Letter.

The role(s) designated below will be the only role(s) in effect for this Individual for this Dealership, replacing any previous role authorization(s).

- Representative
- Owner
- Officer or Authorized Signatory
- Driver

If, and only if, the Individual is authorized as a Representative ("Authorized Representative"), the Individual is authorized to buy and sell automobiles for the Dealership and, in connection therewith, to execute company checks or drafts and any other necessary instruments or documents on behalf of said Dealership at any Subscribing Customer where Dealership currently does or may do business until such time as the Dealership provides written notice of termination of authorization by completing the "Remove All Roles" section of an Individual Dealership Authorization or Removal Letter. The Dealership further guarantees performance of all obligations and transactions of such Authorized Representative on its behalf and agrees to indemnify and hold harmless the Subscribing Customer and AutoTec, LLC including their agents and affiliates from all loss and/or expense caused by said Dealership's Authorized Representative's actions. This guaranty includes but is 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 fees.

Remove All Roles

- Remove All Roles

Dealership wishes to remove the Individual listed above from its account with all AuctionACCESS Subscribing Customers where the Dealership conducts business.

This Individual is no longer authorized to conduct business on behalf of above listed Dealership in any role.

Signature

By: _____
Printed Name of Authorized Signer (Owner/Officer/Manager)

Its: _____
Title of Authorized Signer (Owner/Officer/Manager)

Signature of Authorized Signer (Owner/Officer/Manager)

Date: _____



Bank Authorization Letter

To Whom It May Concern:

In order to enable the undersigned dealership to participate in AutoTec's AuctionACCESS System and thereby enhance its wholesale automotive business and ability to utilize bank accounts in connection with the same, you are hereby authorized to do the following:

- W Release credit information to AutoTec, LLC, its affiliate Auction Insurance Agency, and those of its customers that subscribe to AutoTec's AuctionACCESS System (including Manheim Auctions, Inc. and its subsidiaries, ADESA, Inc. and its subsidiaries, and all other customers subscribing to AutoTec's AuctionACCESS System and to which dealership registers or otherwise provides its AuctionACCESS number at any time) ("Subscribing Customers").
- W Include the information contained in the attached Bank Reference Letter regarding the undersigned dealership and its business checking and other accounts as requested by the AuctionACCESS Subscribing Customer, AutoTec, LLC and/or its affiliate, Auction Insurance Agency.
- W Share this information with the AuctionACCESS Subscribing Customers with whom I wish to register.

The information will be used for business purposes in connection with the AuctionACCESS System and/or affiliated programs provided for subscribing customers and for no other purpose.

Dealership AuctionACCESS ID: _____

Dealership Name: _____

Dealership Address: _____

Your prompt attention in answering the Bank Reference Letter will be greatly appreciated.

Sincerely,

By: _____
Printed Name of Authorized Signer (Owner/Officer/Manager)

Its: _____
Title of Authorized Signer (Owner/Officer/Manager)

Signature of Authorized Signer (Owner/Officer/Manager)

TERMS AND CONDITIONS OF SALE

Each Buyer and Seller authorizes Auction to act as his agent and trustee to purchase, sell and transport vehicles, transfer ownership thereof and execute any disclosure statements relating therefore. Except for Auctions own negligence, each Buyer and Seller agrees to indemnify it, hold it harmless and defend it against all claims, loss, damage, expenses and attorney fee that it may sustain by reason of acting as his agent and trustee.

All guarantees are of the Seller only. The Auction makes no guarantee or representation of any type. All cars sold for \$2000.00 or less, sold "AS IS"—no guarantee or warranties, expressed or implied. Stolen vehicles are to be settled from the purchase price, less 2% per month and are sole responsibility of the Seller. Buyer agrees to honor payment of any check or draft immediately when presented to his bank for payment. And under no circumstances will he stop payment for any reason whatsoever unless approved by the Auction. Then if approved, Buyer is to return vehicle at his expense. Auction does not provide insurance coverage on vehicle consigned to it for sale, purchase, storage and related transportation and except for its own legal negligence, the legal or equitable owner of the vehicle agrees to assume all risks of loss, damage and disability arising from such ownership and shall provide insurance for same. Whether or not Auction inspects vehicle consigned to it for sale it is only to determine if certain items are on the vehicle (power brakes, power steering, a/c, radio, etc.) and no inspection is ever made by Auction as to the working condition of the item or vehicle and, Seller is responsible for representations of description, condition, mileage and disclosure statements relating to said vehicles. Seller's representation, which can be verified by inspection, shall be in effect only for such time on the day of sale. Boats, motorcycles, trailers, RV's- all sold "AS IS" - no guarantee or warranty, expressed or implied. Unless otherwise declared, Seller warrants and represents to Buyer and Auction:

- That vehicle is in a safe condition to operate in the public highways and complies with applicable laws relating to safety, performance and environmental standards.
- That to the best of my knowledge and information, the description, conditions known defects, mileage and disclosure statements accurate and fully disclosed.
- The vehicle has not been used as a taxi or law enforcement.
- That the vehicle has never been in a flood, and is not homemade, modified, rebuilt or reconstructed. That any change of engine, transmission, or any major assembly has not taken place.
- That Seller has good title to vehicle, free and clear of all liens or encumbrances, which he will defend against all claims and demands.
- That vehicle does not have a salvage, reconditioned, or insurance dated title. That vehicle does not have a reassigned serial number on title.
- That vehicle does not have a cracked block, frame damage, diesel conversions, and is not a kit car.

Unless so stated in the announced conditions to the consigned vehicle, Seller will be held liable for all expenses incurred due to any misrepresentation. Auction does not guarantee

the year of any vehicle or unit consigned. Seller and Buyer agree that the Auction is neither responsible for odometer mileage nor the information contained in the odometer mileage statement which Seller is required to complete and Buyer acknowledges. Seller and Buyer also agree to indemnify and hold Auction harmless from any liability, loss, cost, damage or expense. Including attorney's fees, which may arise either directly from any discrepancy between actual mileage of the vehicle and the guarantee mileage as disclosed in the odometer disclosure statement. Auction does not guarantee the status of Seller's title. Seller and Buyer understand that the Auction is merely assisting in the transfer of ownership documents and makes no representations or warranties regarding title. An outside Arbitrator will conduct arbitration of all matters concerning this Auction and its decision will be final. All arbitration's can only consist of engine, transmission, and rear end only. Arbitration of the vehicle will only take place if the cost of repair exceeds \$400 except for Frame Damage which is allowed 7 days. This will also include ABS systems if found to be in excess of \$500 or more. There is a \$70.00 fee and must be paid and reported to a clerk in the office within an hour after the sale has finished. Any vehicles with frame damage must be reported within 7 days and the mileage has to be reasonable. By signing below Seller and Buyer agree to abide by these terms. Failure to comply with our rules prohibits you from doing business here at Sparkling City Auto Auction.

Date: _____

Dealer: _____

SCAA Rep: _____