



1421 Liberty Expressway S.E.
Albany, Georgia 31705

Phone: 229-435-7708

Fax: 229-888-8035

www.albanyautoauction.net

DEALER REGISTRATION

Thank you for your interest in Albany Auto Auction. You will find everything needed to register with our auction included in this package. After we receive each of the attached forms completed, and all of the requested information, we will process your application as quickly as possible.

Completed Applications MUST include:

- Copy of Dealers License**
- Copy of Sales Tax Certificate**
- Copy of Federal Tax ID (EIN)**
 - Copy of Bond**
- Copy of driver's license for each owner & representative**
 - Copy of voided business check**
- GA Dealers must provide their 12 Digit Master Tag #**
- Bank Reference Letter** (this will determine your eligibility to pay with checks)

**We appreciate the opportunity to do business with your dealership!
If you have any questions, feel free to give us a call at 229-435-7708.**

Please note: ALL dealerships are required to turn in a bank reference form, even if you choose to pay by cash only. This is required by our insurance company, so no exceptions. If you are approved to pay by checks, ONLY company checks with current addresses are accepted.

***To avoid a delay in the processing of your application, please return ALL requested information listed on the checklist above.**

**PLEASE RETURN COMPLETED REGISTRATION TO:
jingram@albanyautoauction.net**

DEALERSHIP INFORMATION

Dealership Name: _____

Address: _____ City: _____ St: _____ Zip: _____

Mailing Address (if different from above): _____

Business Phone: _____ Fax: _____

Email Address: _____

BUSINESS INFORMATION:

Dealership is: _____ individual _____ partnership _____ corporation _____ LLC

Type of Dealership: _____ used _____ wholesale _____ retail _____ franchised

If franchised, make of vehicle sold: _____

Dealer License #: _____ Customer # (GA) #: _____

Sales Tax #: _____ Federal Tax ID: _____

OWNER/OFFICER INFORMATION:

Name: _____ Title: _____ SSN: _____

Home Address: _____ City: _____ St: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Driver's License #: _____ D.O.B: _____

I HAVE READ & UNDERSTAND ALL RULES & REGULATIONS OF THIS AUCTION: (PLEASE INITIAL) _____

Name: _____ Title: _____ SSN: _____

Home Address: _____ City: _____ St: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Driver's License #: _____ D.O.B: _____

I HAVE READ & UNDERSTAND ALL RULES & REGULATIONS OF THIS AUCTION: (PLEASE INITIAL) _____

Title Delivery: Albany Auto Auction assumes no responsibility for titles lost in the mail. If you would like us to hold your titles here at the auction to be picked up, please let a member of our staff know, or provide your overnight carrier and account number if you would like them to be sent overnight.

Dealership: _____

AAA Dealer #: _____

AUTHORIZED AGENTS/REPRESENTATIVES

The following agents and/or representatives are duly authorized to buy and sale vehicles at Albany Auto Auction. The authority of the following agents and/or representatives to act on behalf of the Dealer shall continue in full force until terminated by the Dealer in writing to Albany Auto Auction. The dealer does hereby guarantee all transactions made by such agents/representatives. The Dealer agrees to indemnify and hold harmless Albany Auto Auction from all loss or expense caused as a result of any transaction, including but not limited to losses from dishonored drafts, as well as any expense incurred in attempting to collect loss including attorney's fees.

◆ Authorized Agent/Representative:

Sample Signature of Above:

SSN: _____ - _____ - _____

D.O.B: ____/____/____

Cell#: _____

**I HAVE READ & UNDERSTAND ALL RULES AND REGULATIONS OF THIS AUCTION
(PLEASE INITIAL) _____**

Authorized to Buy? YES NO
Authorized to Sell? YES NO
Authorized to Sign Checks? YES NO

◆ Authorized Agent/Representative:

Sample Signature of Above:

SSN: _____ - _____ - _____

D.O.B: ____/____/____

Cell#: _____

**I HAVE READ & UNDERSTAND ALL RULES AND REGULATIONS OF THIS AUCTION
(PLEASE INITIAL) _____**

Authorized to Buy? YES NO
Authorized to Sell? YES NO
Authorized to Sign Checks? YES N

AUTHORIZED BY: _____ **DATE:** _____

GUARANTY (must be signed by owner/officer)

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 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 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. 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 suborgees. 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____.

OWNER/OFFICER SIGNATURE _____ **PRINTED NAME** _____

OWNER/OFFICER SIGNATURE _____ **PRINTED NAME** _____

Witnessed By: _____

BANK CREDIT INFORMATION

Bank Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Bank Phone: _____ Bank Fax: _____

Account #: _____ Official Handling Your Account: _____

Normal Payment Type: _____ CASH _____ CHECK _____ FLOORPLAN

Floorplan Used: _____ NEXTGEAR _____ CAR BUCKS _____ AFC _____ OTHER (PLEASE SPECIFY)

IMPORTANT:

We ***MUST*** have a ***LETTER OF REFERENCE*** from your bank **before** you will be approved for check writing privileges. This can be the attached form, returned to us **completed**; or a typed letter on your bank's letterhead that states:

- ***that you have an active business account,***
- ***the date the account was established,***
- ***the number of NFSs on the account,***
- ***and whether or not the account is in good standing with the bank.***

ALL DEALERS are on a ***CASH ONLY*** basis until this letter is received.

ONLY BUSINESS CHECKS will be accepted.

REFERENCES

Other auctions you attend:

_____ Date Registered _____
_____ Date Registered _____
_____ Date Registered _____

POWER OF ATTORNEY For Title Transfer

Albany Auto Auction, Inc.
1421 Liberty Expressway SE
Albany, Georgia 31705
Phone: 229-435-7708
Fax: 229-888-8035

The undersigned, and its subsidiaries hereby appoint ALBANY AUTO AUCTION, INC, through all of its authorized employees and agents (to be listed below), 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 ALBANY AUTO AUCTION, INC 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 as required by law.

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

This Power of Attorney shall be effective as of the date of signing hereof on behalf of the undersigned and continue in full force and effect until 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.

Company Name

By: _____
Signature of Owner/Officer

Printed Name of Owner/Officer

The following individuals are officers, employees, and agents of Albany Auto Auction, Inc, and therefore authorized to sign: Hoke Rutherford III, Hoke Rutherford IV, Brandy Rutherford, Lawrence Boyd, J. Ingram (Jessica Ingram), and Brenda Willis.

ACKNOWLEDGMENT

Sworn to and subscribed before me this _____ day of _____, 20____.

Day

Month

Year

Notary Public's Signature & Notary Seal or Stamp

Printed Name of Notary Public

Albany Auto Auction is a "Dealers Only" auction. All dealers and their agents must be registered (fill out all necessary paperwork and provide bank letter) prior to transacting business. The auction reserves the right to accept or reject applicants. Use of the buyer's privilege is non-transferable. Albany Auto Auction may revoke the dealer's privileges when deemed necessary. The dealer will be responsible for all transactions conducted at this auction in which the dealer and/or his representative may be involved.

It is the responsibility of all customers to review the Auction's rules, policies, and any revisions thereto, BEFORE transacting business at this auction. Dealers are responsible for ensuring all authorized agents are aware of and abide by Albany Auto Auctions terms and conditions.

Any dealer or representative who brings retail buyers to this Auction may lose his/her auction privileges. Retail customers will be subject to criminal trespassing charges. Dealers are responsible for their drivers' actions while they are on Auction premises.

All purchases must be paid for on Sale Day. Late payments and returned checks will be charged \$100.00.

Buyers and sellers must understand that this auction acts solely as a dealer-only vehicle exchange, with titles passing from sellers to buyers. The auction is never involved in the chain of title, although the auction provides specific title warranties as outlined in both the policy guidelines and in the terms stated on the Vehicle Agreement of sale, which both seller and buyer sign.

The auction always attempts to administer and rule on matters involving transactions in an impartial and equitable manner. The auction retains total discretion to make final judgments and to rule on all matters involving auction policies. Any effort to circumvent auction policies will not be tolerated. The auction management will make all final decisions involving dealer disputes.

DO NOT bring children to the auction. Children under the age of 18 must remain in the kitchen. Under No circumstances are they allowed beyond this area.

AUCTION POLICIES

1. **SIGN PAPERWORK AND PAY FOR ALL VEHICLES BEFORE LEAVING THE SALE!! (NO EXCEPTIONS). PAYMENT IS REQUIRED THE NIGHT OF THE SALE!**
2. **All transactions (buying and selling vehicles) taking place anywhere on this property must be processed through the auction office. Any act or effort to circumvent this policy will be grounds for revoking privileges of both the buyer and seller involved in the unauthorized transaction.**
3. All checks must be imprinted with the name, address and telephone number of the participating dealership. NO personal checks will be accepted.
4. Buyers are responsible for thoroughly checking and road testing purchased vehicles and either pay for the vehicle or put the vehicle in Arbitration within ONE HOUR. Do not leave the sale until you have gotten a decision from Arbitration.
5. Buyer is responsible for verifying serial number, model year, odometer reading, and that the odometer is working on all purchases **before leaving the sale**. No vehicle will be offered for sale without serial number plate or proper verification.
6. It is the Sellers obligation to correct any errors made by the auction as to announced conditions. It is the buyers' obligation to watch lights and listen to announced conditions.
7. All police cars, taxi cabs, municipal vehicles, fire cars, flood cars, and frame damage, previous salvage or salvage titles must be called on block.
8. Cars selling for \$3000 or less become "AS-IS" and are not subject to arbitration, regardless of light they ran on. All salvage, previous salvage, and repaired salvage must be announced at the time of the sale and sold Red-Light.
9. The auction does not guarantee the year of any foreign vehicle, house trailer, motor home, boat, boat motor, antique vehicle, dune buggy, or motorcycle. Satisfy yourself before settlement, as the auction will not become involved in any subsequent dispute.
10. Motor home, dune buggy, etc. sellers must announce the year of the chassis and the year of the unit from the auction block.
11. All cars must have a gate pass before leaving the premises. For your protection, a drive out slip is required for each vehicle or driver leaving the yard.
12. "OUTSIDE SALES" - the auction will not become involved in any arbitration procedures on any unit sold off the block (OSS).
13. Any purchase other than "UNDER THE HAMMER" is strictly between buyer and seller.
14. The auction does not guarantee any warranty books or plates.
15. Any vehicle considered unsafe to drive will not be run through the block.
16. Vehicles left on the lot will be automatically re-run. Vehicles left on the lot for over 30 days will be sold for storage and abandonment.
17. Diesel conversions must be announced. If not, the buyer has the right to turn down.
18. All vehicles are subject to inspection by the National Auto Theft Bureau, FBI, GBI, or any other enforcement agency.
19. It is the buyer's responsibility to find out if an "if" or "call" bid was accepted.

ARBITRATION RULES

1. Albany Auto Auction adheres to National Auto Auction Association arbitration policies.
2. All arbitration must be handled through auction arbitration. The decision of the auction is binding and final. You must wait for the outcome before leaving the sale.
3. Buyers should thoroughly check and test drive every vehicle. If there is any problem, a complaint must be properly filed with the Arbitration Office within the established arbitration time limit. The buyer assumes responsibility for mechanical failure after leaving the auction once the arbitration period is over.
4. Vehicles selling for \$3000 or less are "AS-IS" and are not subject to arbitration, regardless of the light they ran on.
5. A green light car must have more than \$750 in mechanical repairs to be turned down.
6. Any vehicle without air conditioning must be announced as such, unless vehicle qualifies to be sold AS-IS.
7. Arbitration must begin within one hour.
8. No turn-down or arbitration after you have paid for the vehicle.
9. When you buy a vehicle AS-IS you must pay for it regardless of condition.
10. Deal may only be voided after you have signed the bill of sale and paid for the vehicle, but you must have definite proof of the following: (subject to auction management approval)
 - Cracked block- even on vehicles sold AS-IS. You must notify the auction within 2 working days with definite proof of a cracked block.
 - Frame Damage- even on vehicles sold AS-IS. You must notify the auction within 7 working days with definite proof of damage or repaired damage.
 - The seller is unable to produce a clear title within 30 days. With the exception of 60 day floats. NO REIMBURSEMENT

9. Problems with air conditioning, electric seats and windows, radios, and cruise control will come into arbitration on current year models to 5 previous year models, but are subject to # 3 above.
10. Paint and body work or damage must be called on current year and one year models.
11. Arbitration claims involving the auction's use of outside labor and/or expense will be charged to the responsible dealer (to be determined by the auction).
12. The auction does not guarantee information listed in Electronic Data Vehicle Histories. (i.e., CarFax, AutoCheck, etc.) and may not be arbitrated solely on EDVH data.
13. Engines/Rear End- No arbitration on noises that are inherent or typical to a particular model or manufacturer, unless deemed "excessive" by the arbitrator on non-warranty items.
14. Standard transmissions cannot be arbitrated for manual clutches unless completely inoperative.
15. The arbitrator will inspect only the defect(s) which are on the arbitration form. Each vehicle is allowed one chance at mechanical arbitration. If price adjustment is made and accepted, vehicle becomes "AS-IS", property of buyer, and is not subject to any further arbitration for mechanical defects or adjustments. The decision of the arbitrator is final, and binding to both Buyer and Seller.
16. Buyer must verify odometer reading and operation before leaving the Auction. Mileage must be the same as it was when it left the Auction if arbitrated for inoperable odometer.
17. It is the buyer's responsibility to watch lights and listen to announced conditions before placing bids. Once the vehicle is sold, the buyer should **check the block ticket** to confirm that vehicle price and announcements are correct before signing their name to the block ticket. The auction will not arbitrate defects visible from the block or announced conditions.
18. **Mileage and other information written on the window of sale vehicles is for the convenience of the buyer and is not to be relied upon as accurate or complete. Buyers should satisfy themselves, as to year, mileage, and equipment by viewing the actual vehicle prior to bidding. The auction will not arbitrate vehicles based on incorrect information written on the vehicle.**
19. The buyer is responsible for any pending sale from arbitration.

Buyers and Sellers: Buyers- Please be fair in your arbitration. Examine cars before bidding and be familiar with announced conditions. Sellers- Represent your cars as they are, not as you would wish them to be. Remember that the auction is here to serve both the buyer and seller. Let's all treat others as we would like to be treated.

Any violation of these policies could result in temporary or permanent revocation of all trading privileges.

AUCTION REGISTRATION POLICIES AND MISCELLANEOUS INFORMATION

1. Any changes in bank or floor plan information must be brought to the attention of our business office.
2. When leaving vehicles on the yard, please leave the keys, as we have daily maintenance on the yard.
3. We are only insured to the limits of our Garage Liability. Any questions concerning this can be addressed to management.
4. Auction Insurance Agency, Birmingham, AL, handles our check and title insurance.
5. The auction does not guarantee titles on watercraft.
6. **WARNING!!** Do not spend any money on a unit, do not drive excessively, and do not sell unit until the title is received. After thirty (30) day period, it is the dealer's option to return the vehicle or to wait a reasonable additional period of time for the title. In the event that the title is not received by the auction within the 30 day period and the dealer has decided to return the vehicle, 24 Hour advance notice and approval of auction management is required BEFORE returning any vehicle. **THE AUCTION WILL NOT BE RESPONSIBLE FOR TRANSPORTATION OR OTHER EXPENSES OF A RETURNED VEHICLE.**
7. All titles submitted must be in the seller's name. It is the seller's responsibility to ensure that a sold vehicle's title is **negotiable in the state in which the Auction resides** and that the title is clear of all liens and encumbrances.
8. Seller shall be solely responsible for repurchase of any vehicle sold through the auction found to be stolen prior to the date of sale.
9. The auction **will not** be responsible for titles mailed from the auction and not received. Buyer has the choice of alternative delivery method and will pay auction cost.
10. Vehicles left on the lot, which do not sale, will automatically be re-registered for the next sale unless you notify our staff otherwise.
11. All vehicles consigned or left on the lot are at owner's risk. Albany Auto Auction assumes no responsibility for fire, theft or any other loss or damage to any vehicle or equipment.
12. By registering with Albany Auto Auction, you are agreeing to receive faxes, voicemails and other marketing communications.
13. Albany Auto Auction is not responsible for transfer, delivery or validity of factory warranties or other warranties of third parties.

Your word is your reputation. Represent your vehicles accurately and buyers will pay more for them.

LIGHT SYSTEM

- **BLUE LIGHT**- title is present
- **GREEN LIGHT**- "ride-and-drive"-**selling dealer declares unit is subject to all arbitration rules.**
- **YELLOW LIGHT**- "listen"-**use caution and be sure to understand announcements.** Selling dealer must announce any defect known and must call non-standard motors and transmissions and major exceptions to the original, diesel included. Yellow light does not automatically represent miles over, they must be announced.
- **RED LIGHT**- "as-is"- **sold with NO arbitration.** Unit is subject to any and all defects. Any unit selling for \$3,000 or less automatically becomes "as-is" and buyer must pay for same, regardless of what the seller may say about the unit. Odometer discrepancy or miles over must be announced on red light cars. Miles over 200,000 or more must be called.

The buyer is responsible for listening to announcements related to the vehicle, made by the auctioneer or selling representative, prior to the start of the sale for each vehicle. The buyer is also responsible to observe and understand the light system, which identifies various sale conditions for the vehicle.

Albany Auto Auction Thanks You for Your Business!

PLEASE KEEP THESE RULES & REGULATIONS FOR YOUR RECORDS. DO NOT FAX BACK.

GREEN LIGHT

Vehicles under 125k miles and less than 10 years old that run Green Light with no announcements receive a PSI with a 7 calendar day warranty for \$155.

ANY VEHICLE PURCHASED ONLINE THAT DOES NOT QUALIFY FOR A PSI IS SOLD AS-IS.

RED LIGHT

Vehicles \$3000 or less are Automatic Red Light and cannot be arbitrated no matter how they are represented.

EUROPEAN MAKES

All European vehicles (including but not limited to: Audi, BMW, Jaguar, Land Rover, Mercedes-Benz, Mini Cooper, Porsche, Volkswagen) that run Green Light receive a 2 day warranty for \$250.00

Warranties Only Cover Drive-Train (Engine, Transmission, Rear-End)

If any item or part that was inspected fails during the guarantee period, the item will be repaired or replaced at Albany Auto Auction's option.

Any vehicle returned during the guarantee period must have less than 200 miles on the odometer since the time of inspection.

The buyer is responsible for the PSI/Guarantee fee even if the vehicle fails inspection. The inspection guarantee and provisions apply only to the original purchaser of the vehicle. The guarantee is null and void once the vehicle is re-sold and is not transferrable.

Arbitratable items that arise during inspection will be disclosed to purchaser. Arbitration rules will apply. Vehicles that ran with an announced condition cannot be arbitrated for that condition.

Vehicles purchased on-line will be charged a \$25.00 fee.

WARRANTIES BEGIN ON SALE DAY