DEALER REGISTRATION PACKET

Please return this completed paperwork by mail, fax or email:

Sunflower Auto Auction
545 SE ENGLE ST. BLDG. 131
TOPEKA, KS 66619
PHONE 785-862-2900
FAX 785-862-2902

Email: sales@sunflowerautoauction.com

PLEASE INCLUDE:

1. A copy of the DMV dealership license
2. Picture ID for each officer & representative
3. Copy of W-9 Form (Fed Tax ID #)
4. Copy of Dealer Bond

For questions on Dealer Registration please call:
785-862-2900

Visit Sunflower Auto Auction on the internet at
www.SunflowerAutoAuction.com

SUNFLOWER AUTO AUCTION DEALER APPLICATION

Date: _____

BUSINESS INFORMATION: Please submit a copy of the DMV Dealer license

Name of Dealership _____

(Hereinafter referred to as 'Dealer')

Type of Entity: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC

Business Address: _____ City _____

State _____ Zip _____ Bus.Phone _____ Fax _____

Mailing Address:
(if different) _____

City _____ State _____ Zip _____

Federal ID# _____ DMV Dealer# _____ State _____ Expires _____

Email: _____ Web Site Address: www. _____

Referred by: _____

LIST OF OWNERS AND OFFICERS, MEMBERS OR MANAGERS: Please submit copies of salesman licenses

1. Name _____ Title _____ Cell Phone & Provider _____

Home Address _____ Home Phone# _____

City, State, & Zip _____ Social Security (req'd) _____

Email Address: _____

2. Name _____ Title _____ Cell Phone & Provider _____

Home Address _____ Home Phone# _____

City, State, & Zip _____ Social Security (req'd) _____

Email Address: _____

3. Name _____ Title _____ Cell Phone & Provider _____

Home Address _____ Home Phone# _____

City, State, & Zip _____ Social Security (req'd) _____

Email Address: _____

SUNFLOWER AUTO AUCTION DEALER APPLICATION

When was Dealership organized? _____

Please check all that apply:

Type of Dealership: ☐ Wholesale ☐ Retail ☐ Used ☐ Franchised **Do you expect to:** ☐ Sell ☐ Buy

Title Maintenance: ☐ HOLD at auction for pick-up ☐ Certified Mail ($10 fee) ☐ Regular mail (dealer assumes risk)

☐ FexEd Overnight ($30 Fee) ☐ My Fedex Overnight Account: _____

REFERENCES

Other auctions you attend _____ State: _____ How long registered? _____

Other auctions you attend _____ State: _____ How long registered? _____

How did you hear about Sunflower Auto Auction?

_____

I certify that the above information is true and accurate to the best of my knowledge and that I have the authority to register this dealership at Sunflower Auto Auction, LLC

Signature of Dealer _____ Title _____

Printed Name _____ Title _____

ACH Authorization Form

CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize **SUNFLOWER AUTO AUCTION** (THE COMPANY) to initiate entries to my (our) checking/savings accounts at the financial institution listed below (THE FINANCIAL INSTITUTION), and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until THE COMPANY is notified by me (us) in writing to cancel it in such time as to afford THE COMPANY and THE FINANCIAL INSTITUTION a reasonable opportunity to act on it.

_____

Authorized Printed Name on Account

_____

Authorized Account Holder's Address

_____

Name of Financial Institution

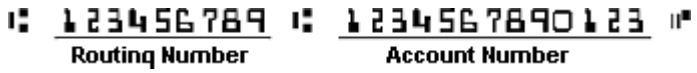
_____

Address of Financial Institution - Branch, City, State, & Zip

Financial Institution Routing Number:_____

Checking/Savings Account Number:_____

These numbers are located on the bottom of your check as follows:



_____

Authorized Signature (Date)

BANK REFERENCE FORM

Instructions:

1) Dealer / Buyer to complete Part A
2) Bank / Financial Institution complete Part B
3) Bank / Financial Institution return completed form directly to Sunflower Auto Auction, LLC

This bank letter is for **buyers only** and will need to be updated yearly. Check approval policies require bank accounts to be opened at least six month and be in the dealership name.

SECTION A: Authorization – to be completed by dealer

I hereby authorize my bank / financial institution to release information as requested below to Sunflower Auto Auction.

Signature:_____ Print Name:_____ Date: _____

Bank Information:	Buyer/Dealership Info: Sunflower Auto Auction, LLC _____
Name: _____	Name: _____
Address: _____	Address: _____
City, State: _____	City, State: _____
Phone: _____ Fax: _____	Phone: _____ Fax: _____
	Account # (req.) _____

SECTION B: to be completed by Bank/Financial Institution and mailed/faxed to Sunflower Auto Auction, LLC

Your bank has been listed by the above named dealership as their principal banking reference. Our company is 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 dealers doing business with us established their financially credibility.

We would be grateful to you if you could complete the below estimate of this account. This information will be held strictly confidential and will be used only for the purpose of establishing the credit worthiness of the dealership.

Date acct. was opened: _____ Is account in dealership name? ☐ YES ☐ NO

NSF Checks? ☐ YES (if yes, give details) _____ ☐ NO

Yearly average balances are: (Please check one in both columns)	☐ **Low** ☐ **Medium** ☐ **High**	☐ **3 figures** ☐ **4 figures** ☐ **5 figures** ☐ **6 figures**

This Dealer Registration Agreement, dated as of _____, is made and entered

into by and between _____ ("Dealer") and Sunflower Auto Auction, LLC (“Auction”). In consideration of the following recitals, representations, guarantees, covenants and agreements contained herein, Dealer and Auction agree as follows:

1. Dealer represents that it is a licensed motor vehicle dealer engaged in the business of buying and selling motor vehicles. Dealer has provided to Auction a completed Dealer Application as required by Auction, and Dealer represents that all information provided thereon is true and correct. The Dealer Application shall be a part of this Dealer Registration Agreement.

2. Dealer recognizes and acknowledges that Auction is not the seller of any vehicle for any purpose nor is it the transferor required to give the federal Odometer Mileage Statement in connection with any sale at the Auction within the contemplation of the Motor Vehicle Information and Cost Savings Acts of 1972 (Pub. L.92-513), as amended, or similar laws. The Seller named on the Bill of Sale is the transferor within the contemplation of such laws.

3. All sales at the Auction are conducted under published Auction Rules/Policies and Dealer agrees to be bound by such Auction Rules/Policies, as they may be amended from time to time. The Auction Rules/Policies are hereby incorporated by reference in this Dealer Registration Agreement.

4. The persons indicated on the Dealer Application as “Authorized Agents” are duly authorized by Dealer to buy and sell automobiles, to execute Company checks or drafts, and to execute bills of sale, Odometer Mileage Statements, assignments of title, and warranties of title on behalf of Dealer. The authority of such persons to act on behalf of Dealer shall continue in full force and effect until terminated by Dealer by written notice to the Auction. Dealer hereby guarantees all transaction made by such persons, and does indemnify and hold harmless the Auction from all loss or expense caused it as a result of any such transaction by such persons, including, but 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 reasonable attorney's fees and court costs.

5. Dealer authorizes the Auction to act as Dealer’s attorney-in-fact to purchase, sell and transport motor vehicles and as required on Dealer's behalf, to execute any documents necessary to transfer ownership thereof and any disclosure statements relating thereto. Except for gross negligence on the part of the Auction, dealer agrees to indemnify the Auction, hold the Auction harmless, and defend the Auction against all claims, loss, damage, expense, court costs, and attorney fees that the Auction may sustain by reason of so acting for Dealer.

6. Dealer assumes all risks of loss, liability, and damage incident to or arising out of any vehicle left on the Auction's premises and Dealer shall provide insurance for such loss, liability and damage. Auction may request proof of such insurance. Dealer agrees that Auction shall not be liable to Dealer or its Authorized Agents for injury to or death nor for loss or damage to property (including the property of Dealer) occurring in or about the Auction’s premises from any cause whatsoever, even if the cause or damages or injuries are alleged to be the fault or caused by the negligence or carelessness of the Auction.

7. With respect to each and every vehicle delivered by Dealer to Auction for sale, Dealer represents to Auction and to the buyer of the vehicle that:

    A. The vehicle is in a safe condition to operate on the public highways and complies with applicable laws, including laws relating to safety and performance;

    B. Dealer is the true and lawful owner of the vehicle;

    C. Dealer has good and right power to sell the vehicle;

    D. Dealer guarantees, without exception, that title to the vehicle is free and clear of all encumbrances and other defects, and Dealer will hold the buyer and the Auction harmless for any loss, liability, or expenses resulting from any defect in such title, including court costs and reasonable attorney's fees;

    E. Within the time allowed by Auction Rules/Policies, Dealer will deliver to Auction as Dealer's attorney-in-fact, good title to any vehicle delivered by Dealer to the Auction for sale, free and clear of all liens or encumbrances, with related disclosure statements. Upon such delivery and subsequent sale, Auction agrees to pay Dealer the purchase price of vehicle, less any fees owing to Auction;

    F. Dealer agrees to pay Auction such fees, as Auction Rules/Policies provide, for any vehicle which goes through Auction but is not sold;

    G. Dealer will hold harmless and indemnify Auction and any buyer of Dealer's vehicles against any loss resulting from the breach of the Dealer's warranty of title to the vehicle or of any warranty or representation contained herein, including but not limited to a reasonable attorney's fee and court costs;

8. With respect to each and every vehicle purchased by Dealer, Dealer agrees that:

    A. Auction does not inspect vehicles delivered to it for sale; rather, the seller of the vehicle is responsible for all representation of description, condition and mileage and for disclosure statements relating to vehicle;

    B. Dealer will pay Auction the purchase price of the vehicle by draft, check or cash (as requested by Auction) immediately upon tender of good title thereto. Upon failure to so pay, Auction may without further notice to Dealer dispose of such vehicle through a subsequent auction sale and Dealer shall be liable to Auction for all costs of collection, loss on resale of vehicle, and any other damage the liable Auction may sustain, including reasonable attorney fees incurred in collecting payments due and interest.

9. Dealer agrees to honor payment of any check or draft executed by any of its Authorized Agents immediately when properly presented to Dealer's bank for payment. Dealer will not, under any circumstances, stop payment of any of its checks or drafts without the advance written approval of Auction. If stoppage is approved, Dealer will return the vehicle at Dealer's expense to Auction. Dealer further agrees to hold Auction harmless and indemnify Auction against any loss as a result of a check or draft of Dealer being stopped or dishonored by the bank upon which it is drawn.

10. Dealer hereby authorizes Auction to investigate Dealer's credit history including but not limited to the banks and other financial institutions with whom Dealer does business and agrees to execute any documents required by any such bank or financial institution to release information to Auction.

11. Auction guarantees to the buyer good and valid title to each vehicle sold or bought at Auction subject to the following terms, conditions and limitations:

    A. The guaranty covers only invalidities in title existing at the time of the sale and does not cover more technical defects which can be removed by execution and delivery to the buyer of legally required papers without the necessity of any monetary payment.

    B. The guaranty does not protect against defects in the title known to the buyer whether or not listed as exceptions on the title on Auction's paperwork.

    C. Whenever any claim is made by any person against the title of the vehicle, whether by suit or otherwise, the buyer shall within five days after becoming aware of the claim, notify Auction, giving full particulars of the claim and shall cooperate fully in defending any legal action or taking any other steps to minimize possible loss.

12. Any disputes or disagreements of any nature arising under the terms of this Dealer Registration Agreement or of any purchase or sale of a motor vehicle at the Auction involving Dealer or its Authorized Representatives in any way shall be subjected to binding arbitration, to be conducted in accordance with the National Automobile Auction Association's Arbitration Policy, which is incorporated herein by this reference.

13. This Agreement may be terminated by Auction or Dealer at any time with or without cause upon written notice to the other party. However, the parties' obligations under this Agreement with respect to transactions completed prior to termination shall survive any termination.

Dealer: _____	**Sunflower Auto Auction, LLC:**
Signature: _____	Signature: _____
Printed: _____	Printed: _____
Title: _____	Title: _____