

1424 Masters Road Phone: 920-674-6080 Jefferson

Wisconsin

53549

www.jeffersonmidstate.com Fax: 920-674-6361

Name of Dealer \_\_\_\_\_Telephone \_\_\_\_\_ (Hereinafter Referred To As Dealer) Fax # \_\_\_\_\_\_ E-mail \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_ State \_\_\_ Zip \_\_\_\_ **BUSINESS INFORMATION** Is the Dealer an Individual \_ Partnership \_ Corporation \_\_\_\_\_ Federal ID # \_\_\_\_\_ State Tax Exempt # \_\_\_\_\_ State Incorporated In \_\_\_\_\_ Type of Dealer - Franchised Used Wholesale Retail If Franchised Make of Car Sold LIST OF OWNERS OR OFFICERS Name\_\_\_\_\_\_Title \_\_\_\_\_\_ Home Address \_\_\_\_\_\_ U.S. Citizen \_\_\_\_\_ Name\_\_\_\_\_Title\_\_\_\_\_ Home Address \_\_\_\_\_\_ Cell Tele#\_\_\_\_\_ U.S. Citizen Dealer License No. When Dealer was organized Do you expect to Buy\_\_\_\_ Sell \_\_\_\_\_ If you expect to buy, will you use – Cash \_\_\_\_\_ Checks \_\_\_\_ **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 \_\_\_\_\_ **REFERENCES** Other Auction You Attend \_\_\_\_\_ How Long Registered \_\_\_\_\_ Other Auction You Attend \_\_\_\_\_ How Long Registered \_\_\_\_\_

### **AUTHORIZED REPRESENTATIVES**

The following person or persons are duly authorized to buy and sell automobiles, to execute checks or drafts, to execute bills of sales, 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 persons.

| Representative (print) | Signature |          |  |
|------------------------|-----------|----------|--|
| Driver License #       |           | Cell No. |  |
| E Mail                 |           | _        |  |
| Representative (print) |           |          |  |
| Driver License #       |           | Cell No. |  |
| E Mail                 |           | _        |  |

# **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 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 to the undersigned hereunder. This guaranty is to be continuing guaranty and the undersigned hereby waives notice of acceptance of this guaranty and presentment, demand, protest, and any notice of nonpayment or dishonor. The undersigned shall be liable as principal debtor and not merely as surely, 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 be to the benefit of Auction, its successors, assigns, and subrogees. Auction is authorized to investigate the credit history of Dealer and any of Dealer's Owners and Officers through banks, financial institutions, credit reporting agencies and other sources.

In connection with your dealer registration we may obtain nonpublic information about you and that information is handled as stated in this notice. This does not apply to information in a non-financial transaction.

- 1. We may collect personal nonpublic information about you from the following sources:
  - a. Information we receive from you on an application for dealer registration or other similar forms;
  - b. Information about your transaction with us and other; and, Information we receive from a consumer-reporting agency.
- 2. We do not disclose any nonpublic personal information about you to anyone except as permitted by law.

3. Further, we restrict access to your nonpublic personal information to only those employees who need to know that information to provide products or services to you. Employees cannot use you information for any other purpose. For your safety, we maintain physical, electronic and procedural safeguards that comply with federal regulations to further guard your nonpublic personal information.

## **POWER OF ATTORNEY**

I hereby appoint Jefferson Mid-State Auto Auction Wisconsin as my agent in fact, to sign my name to the Certificate of Title in Registration and release my interest in any transaction related to the buying and/or selling of any vehicle registered with Jefferson Mid-State Auto Auction Wisconsin.

### JMAA's POLICIES

Until all proper paperwork is in order, all business will be on a cash basis. When this paperwork has been filed, all business checks used to purchase vehicles must be in the name that is on your dealer's license. When purchasing multiple vehicles from Jefferson Mid-State Auto Auction, a separate check must be written for each individual vehicle. This policy has been made in the best interest of all parties involved. Any vehicles left in the dealer parking lot must be picked up within the week of the sale. All vehicles left past the allowable time will be charged storage in the amount of \$10.00 per day and/or a towing fee. Jefferson Mid-State Auto Auction is not responsible for any damage done to any vehicle. Vehicles must be paid for the night of Auction. Late fee will be assessed for every week not paid. Name of Dealer 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 (Officer or Owner's Signature) Title Printed Name Please, provide the following information. Contacts should be persons who are authorized to make decisions. Cell Number 1st Contact Email: 2nd Contact \_\_\_\_\_ Cell Number Fmail:

# Please be sure to include the following with your application:

Copy of your state dealer certificate and/or license Copy of driver's license of each person authorized to buy or sell Copy of Wisconsin Buyer's license (Dealers/Owners are exempt)

Copy of your business check

Sales Tax Exempt Certificate