

# METRO AUTO AUCTION

## DALLAS

Your Tuesday Sale

1836 Midway Road  
Lewisville, Texas 75056  
Phone: 972-492-0900  
Fax: 972-492-0944

**[WWW.METROAA.COM](http://WWW.METROAA.COM)**

# Dealer Information and Registration Packet

## A Brand New Auction with Years of Experience

It's exciting to be at Metro Dallas!

Metro Auto Auction of Dallas, sister auction to Metro Auto Auction Phoenix, held its first sale June 5th.

That sale was a huge success and the auction continues to average over 1000 units from both franchise and independent dealers.

Metro Dallas' 100 full and part-time employees truly understand what it means to deliver customer service. Before they were hired, they were asked difficult questions about dealing with customers and their needs.

Metro Dallas' staff knows it feels good to go the extra

mile to help dealers. Like Metro Phoenix, all employees go through a two-day training program covering introductory topics like auction

vocabulary all the way to more difficult subjects like conflict resolution.

Metro Auto Auction of Dallas boasts eight lanes equipped with Live Global Bid and air conditioning for comfort. All lanes are fully tiled.

A 100 ft. long indoor pit allows employees to walk underneath all PSI units to make the right frame calls comfortably.

The auction's 24,000 sq. ft. reconditioning center prepares vehicles for sale.

Metro Dallas' general manager, Scott Stalder, has over 24 years of auction experience.

He's held positions at both major chains as well as in-

dependent auctions. His extensive knowledge of the industry is put to good use as he guides the day to day operations of the business.

With a combined 80 years of auction experience, Metro Dallas' management staff is able to address any and all concerns or problems that come up.

Dealers can rest assured that even though they're attending a brand new sale, Metro Dallas' staff has the knowledge and experience to make it feel like they've been around forever!

At the end of the day, Metro Dallas Auto Auction just tries to make every dealer's experience simply better!



*Your Tuesday Sale  
Simply Better*

1836 Midway Road, Lewisville, Texas 75056  
Phone: (972) 492-0900; Fax: (972) 492-0944

# Your Tuesday Sale

Metro Auto Auction Dallas

1836 Midway Road

Lewisville, Texas 75056

Office: 972-492-0900

Fax: 972-492-0944

## DEALER CONSIGNMENT SALE TUESDAYS AT 9:00 AM

Dealer Name: \_\_\_\_\_

Dealer Address: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Auction Access: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Payment Option: \_\_\_\_\_

\*Authorization to pay by company check only given upon our approval of a completed bank reference letter.

### Accounts Payable Contact

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Reps: \_\_\_\_\_

How Did You Hear About Us? \_\_\_\_\_

**METRO AUTO AUCTION**

Simply Better

## Metro Auto Auction Terms and Conditions

In consideration of Metro Auto Auction Dallas, LLC. ("MAA") allowing the undersigned automobile dealer ("Dealer"), to purchase and sell motor vehicles at MAA's auction facilities ("Auction"), Dealer, as purchaser or seller, as applicable, agrees to the following terms and conditions:

1. **Dealer Registration** Prior to participation in any Auction, Dealer shall register with MAA by completing any registration form or other documentation required by MAA in MAA's sole discretion. Dealer agrees to execute any documents required by any bank or financial institution to release financial information to MAA. Submission of an MAA registration form or any other documentation required by MAA shall constitute Dealer's authorization to MAA to investigate Dealer's (and Dealer's owners and representatives) credit history and to obtain a credit report on Dealer.

2. **Consignment Sale** All vehicles delivered to MAA by Dealer for sale at the Auction ("Consigned Vehicles") are delivered on consignment by Dealer for MAA to attempt to effectuate sales to other automobile dealers on behalf of the consigning Dealer. MAA is strictly a service company and does not purchase or sell Consigned Vehicles. MAA simply facilitates transactions for the sale of Consigned Vehicles between a selling dealer and a purchasing dealer. MAA reserves the right to refuse to do business with any Dealer at MAA's sole discretion.

3. **Auction Procedures** Consigned Vehicles shall be sold in accordance with MAA's Policies and Procedures, a current written description of which Dealer acknowledges was provided to Dealer with these Auction Terms and Conditions, and which are incorporated herein by reference and made part of MAA's Terms and Conditions as if set forth herein in full. All sales are final when the auctioneer declares a vehicle "sold" unless said auctioneer declares the sale an "if" sale. When a selling dealer agrees to sell a vehicle for the "if" price, the deal is then final and binding to both the purchasing dealer and the selling dealer. If the price is negotiated and then accepted by the purchasing dealer and the selling dealer, the deal is binding on both. No Consigned Vehicles will be offered for sale without a proper vehicle identification plate. MAA reserves the right to refuse to sell any Consigned Vehicle on which the vehicle identification number plate appears marred or in any way altered or any Consigned Vehicle not originally manufactured for sale in the United States.

4. **Auction Use and Fees** Dealer agrees to pay for all fees required by MAA. Such fees include but are not limited to seller fees, buyer fees, NSF charges, storage fees, title fees, "no sale" fees, detail fees and any other usual and customary fees associated with doing business at MAA. Dealer unconditionally agrees to adhere to all rules and policies of MAA. Dealer agrees to never sell a vehicle to another dealer, agent or representative of such by circumventing the Auction process. If Dealer engages in such practice, it will result in the immediate suspension of all buying and selling privileges at the Auction.

5. **Payment Terms** All transactions must be paid for on the day of sale. MAA may elect to subtract from Dealer's proceeds, any and all fees due whether associated with the vehicle sold or any other vehicle sold at Auction by Dealer. Further, MAA may retain possession of any vehicles owned or controlled by Dealer and/or withhold title documents until all NSF checks, related service charges or any other amounts owed by Dealer to MAA have been paid. With each and every payment to MAA by check or draft, by or on behalf of Dealer, Dealer represents and warrants (regardless of whether Dealer is the drawer of the check or draft) that, at the time of issuance of the check or draft and at the time such check or draft may be presented for payment, the account on which such check or draft is drawn contains sufficient funds for payment of that check or draft. Any checks and/or drafts returned for non-sufficient funds ("NSF") must be settled and replaced immediately with cash or certified funds to prevent collection action. Upon return of any NSF check or draft, a \$25 service charge will be imposed and must be paid. Thereafter, MAA will review the Dealer's financial ability and may in its discretion require that any future transactions be strictly paid in cash. DEALER SHALL NOT UNDER ANY CIRCUMSTANCES STOP PAYMENT ON A CHECK OR REFUSE TO HONOR A DRAFT. Dealer shall pay all legal costs, including without limitation, attorney fees and court costs, incurred by MAA to collect any monies owed to MAA by Dealer.

6. **Security Interest** In order to secure final payment of any indebtedness owing to MAA arising out of the sale of a Consigned Vehicle purchased by Dealer at the Auction, Dealer hereby grants to MAA a security interest (including a purchase money security interest where applicable) in any such Consigned Vehicle, together with all additions, accessions, accessories and replacements and proceeds thereof, which security interest shall continue until all funds are collected with respect to such sale. Dealer authorizes MAA to prepare and file a financing statement for such Consigned Vehicle without the Dealer's signature being required thereon. If requested, Dealer agrees to sign any such financing statement in person at the Auction.

7. **Delivery of Vehicle** Delivery of possession to a Dealer of a Consigned Vehicle purchased by Dealer at the Auction before: (a) final payment is received by MAA; or (b) a valid certificate of title for the Consigned Vehicle has been delivered to Dealer, is solely for the convenience of Dealer, and no title or ownership interest is conveyed or is intended to be conveyed to Dealer until both of these conditions have been met. Dealer is liable for all expenditures or any mileage on or damage to, a Consigned Vehicle occurring after the Consigned Vehicle is purchased by and delivered into Dealer's possession but before title is conveyed to Dealer. Neither MAA nor the selling dealer shall be liable for any cost of repairs or other costs incurred by purchasing Dealer in the event title is not delivered and the purchasing Dealer returns the Consigned Vehicle. MAA shall not be liable for titles mailed and not received by the Dealer.

8. **Disclaimer of Warranties by MAA** MAA is neither responsible for the accuracy of the odometer mileage on the Consigned Vehicle nor the information contained in the odometer mileage statement. MAA does not make or guarantee and expressly disclaims any warranty, express or implied, including, without limitation, a) warranties of title, merchantability or fitness for a particular purpose, or, 2) warranties related to plates, service policies, vehicle history, vehicle condition (including frame condition), year of manufacture or mileage with respect to any Consigned Vehicle. MAA disclaims the accuracy of any market information provided to Dealer through its computerized system or otherwise, which market information is provided as a courtesy to the Dealer.

9. **Risk of Loss** MAA shall not be liable nor responsible for acts of God, fire, theft, collision, vandalism, or any other damage sustained by any Consigned Vehicle while on or off the Auction's premises. Dealer shall maintain such insurance on vehicles in MAA's possession as Dealer in its sole discretion shall determine, it being understood that MAA assumes no liability for the loss or damage incurred while vehicles are in the possession of MAA. No bailment relationship is established between MAA and Dealer by delivery of any Consigned Vehicle to MAA.

10. **Dealer's Representations and Warranties** Dealer represents that: (a) it is licensed as a motor vehicle dealer by a state or other governmental entity to sell motor vehicles; (b) it is in good standing with MAA under its then existing rules; and, (c) it is subject to all terms and conditions promulgated by MAA, whether in writing or verbally. Dealer's submission of an application for registration with MAA constitutes Dealer's authorization to MAA to perform any credit checks on Dealer and any and all officers or owners of Dealer. Dealer covenants, guarantees and warrants that with respect to each Consigned Vehicle by Dealer for sale through MAA that: (a) title to Consigned Vehicle will be transferred valid and free from all defects, liens and encumbrances; (b) Dealer has the right and power to sell and transfer title to the Consigned Vehicle; and (c) Dealer will defend the title against all claims and demands of any person. Dealer certifies that Dealer holds a certificate, license or other permit, issued by the State tax authority of the state or province, and if necessary the locality, of Dealer's automobile business or businesses which certificate license or permit exempts Dealer from payment of sales tax with respect to the purchase of Consigned Vehicles and bears the numbers set forth in the Dealer Application. Any Consigned Vehicles purchased by Dealer at the Auction are purchased for resale in the form of tangible personal property in the regular course of business and are the sort usually purchased by the Dealer for resale. In the event that the property is used for any purpose other than for resale, Dealer will pay directly to the proper taxing authorities such sale or use tax that may then accrue and be due and payable. Dealer further represents and warrants that the financial and other factual information contained in the Dealer Application is true, complete and accurate. Dealer authorizes an investigation of Dealer's credit history deemed necessary by MAA, including without limitation, Dealer's lending institution accounts listed in the Dealer Application. Dealer shall notify MAA immediately of any change of its principal financial lending institution and any other material changes in the financial or other information contained in the Dealer Application, including, without limitation, a change in ownership interest(s) whereby more than 10% of such interest is transferred by sale, purchase, gift, assignment or otherwise.

11. **Indemnity** DEALER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS MAA, ANY SUCCESSORS, ASSIGNS, AFFILIATED ENTITIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PREDECESSORS, AND ALL OTHER PERSONS, CORPORATIONS, FIRMS, ASSOCIATIONS OR PARTNERSHIPS RELATED TO MAA FROM AND AGAINST ANY LIABILITY, LOSS, DAMAGE, COST, EXPENSE, CLAIM, SUIT OR DEMAND, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND OTHER LEGAL COSTS, RESULTING FROM, ARISING OUT OF OR CONNECTED WITH, DIRECTLY OR INDIRECTLY, ANY OF THE FOLLOWING: (A) PURCHASE AND SALE OF CONSIGNED VEHICLES, INCLUDING, WITHOUT LIMITATION, TITLE SERVICES PROVIDED BY MAA, ODOMETER MILEAGE, ODOMETER MILEAGE STATEMENTS, BREACH OF DEALERS' WARRANTY OF TITLE, OR ALLEGED MISREPRESENTATIONS OF A DEALER REGARDING VEHICLE TITLE, HISTORY, OR CONDITION; AND (B) BREACH BY DEALER OF ANY OTHER OF THESE AUCTION TERMS AND CONDITIONS.

12. **Authorized Representative(s)** Dealer authorizes the person(s) designated in the Dealer Application as "Authorized Representative(s)" to take or perform the following actions with respect to Consigned Vehicles: (a) purchase and/or sell Consigned Vehicles and complete and execute on behalf of Dealer papers conveying title, including endorsement of the certificate of title, odometer statements, bills of sale and other similar documents in connection with the sale of all Consigned Vehicles; and/or (b) complete and execute on behalf of Dealer checks and/or drafts in connection with the purchase or sale of Consigned Vehicles. The authority of the Authorized Representatives shall continue in full force and effect until terminated by Dealer in writing actually received by MAA. New or additional representatives of Dealer must be authorized by Dealer in writing delivered in advance to MAA. Dealer guarantees, as principal, all transactions made at the Auction by Dealer's Authorized Representatives. No Authorized Representative(s) shall be under the age of eighteen (18) years and neither the Dealer or the Authorized Representative shall bring any person under such age onto the Auction premises as drivers, assistant, observer or otherwise. Further, Dealer and Dealer's Authorized Representative(s) shall not bring into Auction any person(s) not authorized by Auction or any potential retail customer and fully understands that by doing so will result in the suspension of all buying and selling privileges at Auction.

13. **Changes in Auction Terms and Conditions** These Auction Terms and Conditions are subject to change upon written notice to Dealer. Use of the MAA dealer card or similar card approved by MAA, completion of other transactions through MAA subsequent to delivery by mail or other means to Dealer's place of business of such written notice shall be evidence of Dealer's acceptance of any changes to these Auction Terms and Conditions. Further, Dealer is subject to all other terms and conditions communicated in writing to Dealer, including, without limitation, Terms and Conditions posted conspicuously on bulletin boards or other signs located on the Auction premises.

14. **Miscellaneous** No waiver of the provisions hereof shall be effective unless in writing and signed by MAA. If any term, provision or section of these Auction Terms and Conditions is held invalid or unenforceable, under any statute or court decision or any governmental rule or regulation, the remainder of these Auction Terms and Conditions shall remain effective. These Auction Terms and Conditions shall bind the respective heirs, executors, administrators, successors, assigns and subrogees. These Auction Terms and Conditions and any and all agreements or authorizations executed by Dealer or MAA in connection herewith shall be governed and interpreted in accordance with the substantive laws of the state of Texas without resort to principles or conflicts of laws. By execution of these Auction Terms and Conditions, Dealer submits to the personal exclusive jurisdiction of the courts of Denton County, Texas and the federal courts of the United States of America, sitting in Texas for the adjudication of any matters arising under or in connection with these Auction Terms and Conditions. Any action initiated by Dealer against MAA relating to these Auction Terms and Conditions shall be filed and conducted in said Courts. MAA may bring suit against Dealer under or related to these Auction Terms and Conditions in any Court of competent jurisdiction.

IN WITNESS WHEREOF, Dealer, or Dealer's duly Authorized Representative(s) has (have) executed these Auction Terms and Conditions this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(If a sole proprietorship)

\_\_\_\_\_  
(Printed Name of Signer)

\_\_\_\_\_  
(Signature)

(If a corporation, partnership, LLC or some entity other than a sole proprietorship)

ATTEST:

\_\_\_\_\_  
(Printed Name of Corporation, Etc.)

By: \_\_\_\_\_  
\* (Signature of witness)

By: \_\_\_\_\_  
(Signature of Officer, Etc.)

\_\_\_\_\_  
(Printed Name and Title of Officer, Etc.)

\* REQUIRED- MUST HAVE A WITNESS SIGNATURE IF LLC, INC, OR PARTNERSHIP.

**WITNESS SIGNATURE IS REQUIRED**

**PERSONAL GUARANTY**

The undersigned, whether one or more, personally guarantee(s) Dealer's payment and performance of the auction Terms and Conditions and all transaction by Dealer taken pursuant thereto.

The undersigned acknowledge(s) that Metro Auto Auction shall have the right to refuse to transact business with the Dealer, to modify or release any and all collateral security, to extend or change time of payment and to settle of compromise with Dealer without notice to the undersigned and without discharging or affecting the liability of the undersigned hereunder. This personal guaranty is to be a continuing guaranty and the undersigned hereby waive(s) notice of acceptance of this guaranty and presentment, demand, protest and any notice of non-payment or dishonor. The undersigned shall be liable as principal debtor(s) and not merely to as surety (or surties), and the bankruptcy or any assignment in favor of creditors of Dealer shall not affect the enforceability of this personal guaranty.

This personal guaranty shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall insure to the benefit of Metro Auto Auction, its successors, assigns and subrogees.

Where there is more than one signatory to this personal guaranty, each signatory shall jointly and severally liable under this personal guaranty.

IN WITNESS WHEREOF, the undersigned has (have) executed this personal guarantee this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**\*REQUIRED**

\_\_\_\_\_  
\*(Printed Name of First Owner)

\_\_\_\_\_  
\*(Witness Printed Name)

\_\_\_\_\_  
\*(Signature of First Owner)

\_\_\_\_\_  
\*(Witness Signature)

\_\_\_\_\_  
(Printed Name of Second Owner)

\_\_\_\_\_  
(Witness Printed Name)

\_\_\_\_\_  
(Signature of Second Owner)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Printed Name of Third Owner)

\_\_\_\_\_  
(Witness Printed Name)

\_\_\_\_\_  
(Signature of Third Owner)

\_\_\_\_\_  
(Witness Signature)



# POWER OF ATTORNEY

Must Be Notarized

The undersigned and its subsidiaries, hereby duly appoint Metro Auto Auction, located at 1836 Midway Road, Lewisville, Texas 75056, through its authorized employees and agents, to act as our ATTORNEY-IN-FACT to sign all paper and documents that may be necessary pertaining to the sale and subsequent title transfer of the vehicles consignees by the undersigned to Metro Auto Auction for its auction of the vehicles or pertaining to the purchase of the vehicle by the undersigned, including without limitation, any title, title transfer document, reassignment of odometer disclosure

In consideration of Metro Auto Auction's agreement to execute such document on behalf of the undersigned from time to time, the undersigned shall indemnify, defend, and hold harmless Metro Auto Auction, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from and against any and all loss, damages, liability, claims, causes of actions, and expense of whatever kind and nature, arising from the execution by Metro Auto Auction 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 undersigned to indemnify Metro Auto Auction, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from any loss resulting from any gross negligence or willful misconduct of Metro Auto Auction 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.

\_\_\_\_\_  
Dealership

\* Signature: \_\_\_\_\_

\* Printed Name: \_\_\_\_\_

\* Title: \_\_\_\_\_

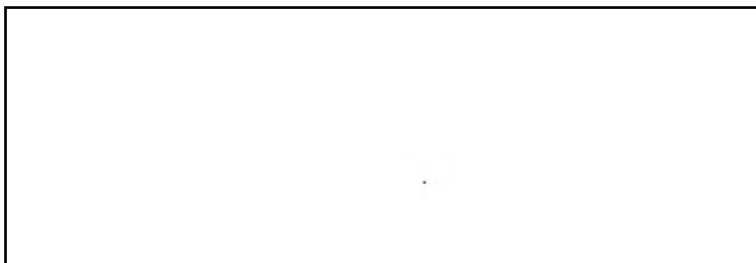
**\*REQUIRED**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_ County of Residence: \_\_\_\_\_

NOTARY OFFICIAL'S STAMP:  
(REQUIRED)



# RESALE SALES TAX CERTIFICATE

This is to certify that all material, merchandise or goods (including reconditioning of motor vehicles) purchased by the undersigned from or through Metro Auto Auction after

\_\_\_\_\_, 20\_\_\_\_\_ is purchased for the following purpose(s):

- Resale as tangible property.
- To be incorporated as a material or part of other tangible personal property to be produced for sale by manufacturing, assembling, processing, or refining.
- To be exported for sale, use or consumption outside the continental limits of the United States.
- Other

This certificate shall be considered a part of each order which we shall give. This certificate is to continue in force until revoked. The undersigned is authorized to execute this document for the purchaser named below. Any purchase of reconditioning of a motor vehicle is to recondition that motor vehicle for resale by the purchaser named below who is registered with the \_\_\_\_\_ (indicate state) Department of Revenue as a dealer required to collect sales tax on the retail sale of a motor vehicle.

Dealership : \_\_\_\_\_

\* Printed Name: \_\_\_\_\_

\* \_\_\_\_\_  
Signature

**\*REQUIRED**

\_\_\_\_\_  
Purchaser's applicable State Department of Revenue Certificate Number (Sales Tax ID #)



# METRO AUTO AUCTION

## TITLE MAIL OUT OPTIONS

\*REQUIRED

Dealership Name: \_\_\_\_\_

### \*Please Choose One Of The Following:

- Pickup Only
- Automatic Floorplan- Title Sent To Floorplan Company

If title is being sent directly to the dealership we will charge the personal FEDEX/UPS account on file or charge the A/R in absence of an account number.

- FedEx Mail Out- **Charge To Dealer A/R** By Metro AA
- FedEx Mail Out- **Dealer's Personal Account #** \_\_\_\_\_
- UPS Mail Out- **Dealer's Personal Account #** \_\_\_\_\_

Note: Documents without a chosen mailing option will be assumed to be "Over The Counter Pickup" unless we're instructed otherwise

\* **Authorized Management/Dealer's Printed Name** \_\_\_\_\_

\* **Signature** \_\_\_\_\_

FEDEX MAILOUT FEES (WILL BE CHARGED TO A/R)

\$10.00 – COMMERCIAL MAILING ADDRESS

\$15.00 – RESIDENTIAL MAILING ADDRESS



## Bank Authorization Letter

To Whom It May Concern:

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

- ◆ Release financial credit information, including account statements and credit reports, to AutoTec, LLC, its affiliate Auction Insurance Agency, and those customers that subscribe to AutoTec’s AuctionACCESS System (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions and customers) (“Customers”).
- ◆ 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 Customer, AutoTec, LLC, and/or Auction Insurance Agency.
- ◆ Share this information with the AuctionACCESS 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. We have agreed that our online or digital signature to this and other forms is binding as if personally signed. Thus, you may rely on any system generated acknowledgment stamp with IP address below.

AuctionACCESS ID: \_\_\_\_\_

Name: \_\_\_\_\_

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)

**IF YOU ARE PLANNING TO PAY WITH CHECKS,  
YOU MUST MEET THE FOLLOWING REQUIREMENTS:**

- Have a company bank account with at least 6 months of activity.
- Have at least a moderate, 5 figure average for the last 6-12 months.  
(Moderate 5 Figures = \$20,000.00 - \$39,999.00)
- No history of NSF's or Overdrafts.
- Submit a voided company check.
- Have the attached bank reference letter filled out by your bank and signed by bank representative.  
You may also submit a verification of deposit by bank dated no later than a year from date of request to write checks.

**Note: Please make sure they check one box in each column of the "Average Balance for Six Months" section (e.g. marking Moderate AND 5 Figures) as this information is mandatory in Auction Access.**

	HERE	&	HERE
	↓		↓
Average Balances for six months are:	<input type="checkbox"/> Negative Balance		<input type="checkbox"/> 3 Figures
	<input type="checkbox"/> Nominal		<input type="checkbox"/> 4 Figures
	<input type="checkbox"/> Small		<input type="checkbox"/> 5 Figures
	<input type="checkbox"/> Moderate		<input type="checkbox"/> 6 Figures
	<input type="checkbox"/> Medium		<input type="checkbox"/> 7 Figures
	<input type="checkbox"/> Large		

**MANAGEMENT RESERVES THE RIGHT TO DENY CHECK WRITING  
PRIVILEGES UPON FAILURE TO MEET AUCTION'S CRITERIA.**

If you plan on paying by check, please submit this letter to your banking institution.



### Bank Reference Letter

AA subscribing Customer:	<u>Metro-AA Dallas</u>
Address:	<u>1836 Midway Rd.</u>
City:	<u>Lewisville</u>
St/Prov:	<u>TX</u> Postal Code: <u>75056</u>
Phone:	<u>972-492-0900</u>
Fax:	<u>972-492-0944</u>

**AuctionACCESS® Dealership ID:** \_\_\_\_\_ **Owner/Officer Name:** \_\_\_\_\_

**Dealership Name:** \_\_\_\_\_

**Bank Name:** \_\_\_\_\_ **Account #:** \_\_\_\_\_

**Bank Address:** \_\_\_\_\_ **Routing #:** \_\_\_\_\_

**Bank City:** \_\_\_\_\_ **State/Province:** \_\_\_\_\_ **Country:** \_\_\_\_\_ **Postal Code:** \_\_\_\_\_

**Bank Reference Phone:** \_\_\_\_\_ **Bank Reference Fax:** \_\_\_\_\_

Attention Credit Department or Officer:

**\* Indicates required field**

The aforementioned Dealership has listed your bank as its principal banking reference.

AutoTec, LLC has compiled and maintains a national database, AuctionACCESS®, which contains information on licensed new and used car dealers for use by its automobile industry customers. Since those customer often accept and advance funds on dealership checks for transactions they facilitate, they require customers, such as Dealership, to establish their financial responsibility.

We would be grateful if you would check mark below your estimate of this account. This information will be incorporated into the AuctionACCESS® database and otherwise used only as agreed by Dealership. **Please return this completed letter directly to the above address.** Thank you for your assistance.

**\* Dealership has been banking with your bank since:** \_\_\_\_\_

- Checking
- Savings
- Floor Plan
- ZBA
- Sweep
- Controlled Disbursement

**\* Type(s) of accounts held:**  Regular Account **\* Account is:**  Satisfactory **\* Open Date:** \_\_\_\_\_

Special Account  Unsatisfactory

Loan Account  Closed **Closed Date:** \_\_\_\_\_

**\* The Customer is:**

A valued customer with a good reputation and financial responsibility.

Honest and reliable, but limited capital resources.

Unknown to us.

A new customer – our experience is limited.

Negative response

Average Balances for six months are:

**\*  Negative Balance**

Nominal **\*  3 Figures**

Small  4 Figures

Moderate  5 Figures

Medium  6 Figures

Large  7 Figures

**\* Insufficient Checks or Drafts:**

How Many? \_\_\_\_\_  Does not issue

**\* Overdrafts:**

How Many? \_\_\_\_\_  Does not issue

**\* Maximum Credit recently extended:** \$ \_\_\_\_\_ Secured \$ \_\_\_\_\_ Unsecured \$ \_\_\_\_\_

Do you floor plan this Customer?  Yes  No

Floor Plan Line New/Used: \$ \_\_\_\_\_ Floor Plan Outstanding New/Used: \$ \_\_\_\_\_

Do you accept their Drafts?  Yes  No Are all Drafts picked up within 48 hours?  Yes  No

Physical Address of bank for sight Draft: \_\_\_\_\_

Remarks: \_\_\_\_\_

Signature of Bank Official \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

# METRO AUTO AUCTION

Simply Better

## Automatic Post Sale Inspection (PSI) Authorization Form

Dealer# \_\_\_\_\_

(This section to be completed by office staff only)

\*I (print name) \_\_\_\_\_

authorize Metro Auto Auction Dallas to automatically PSI all units purchased under  
(Print Dealership name here) \* \_\_\_\_\_ as outlined  
below.

\*Signature **X** \_\_\_\_\_ \*Date \_\_\_\_/\_\_\_\_/\_\_\_\_

\***Green Light Units** (Please circle one)

<b>14 day</b>	<b>7 day</b>	<b>Frame only</b>	<b>Mechanical only</b>
<b>\$175</b>	<b>\$95</b>	<b>\$60</b>	<b>\$60</b>

\***Red Light Units** (May only have a frame check circle one, if left blank no inspections will be conducted for Red Light/AS IS units.)

<b>Frame only</b>	<b>None</b>
<b>\$60</b>	<b>\$0</b>

### Contact information for passed units

\*Contact name \_\_\_\_\_ \*Email \_\_\_\_\_

Cell# for text messaging \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Restrictions: All units must be under 150,000 Miles, less than 20 years old, purchase price between \$2,500 and \$50,000 in order to have a PSI. Some Makes and Models may not be eligible. Anything announced on the block is not arbitratable and may not be inspected. Please contact Arbitration or Post Sale Inspection for a full list of rules and restrictions.

(Optional: If interested at a later time contact Rhonda Brown)