

AutoNation

AUTO AUCTION

608 W. Mitchell Road | Houston, TX 77037

T: (855) 905.ANAA (2622) F: (281) 506.3866

AutoNationAutoAuction.com

Facebook.com/AutoNationAutoAuctionHouston

Email: ANAAHouston@autonation.com

REGISTRATION PACKET

AutoNation

//AUTO AUCTION

We would like to welcome you to AutoNation Auto Auction Houston!

AutoNation Auto Auction provides a trusted place to buy and sell quality used vehicle inventory. It's the only place where you can bid exclusively on inventory from AutoNation, America's largest automotive retailer.

Our Auction includes the following:

- EXCLUSIVE vehicle trades from AutoNation dealerships
- Featuring vehicles from: New Car Franchise Dealerships, Financial Institutions, and Fleet/Lease Companies
- Accepting Auction Access
- MEMBER OF NAAA- National Auto Auction Association
- 100% AIA insured
- Fully staffed DMV/title department
- Four action packed lanes (all lanes are broadcast online via AuctionEdge)
- Fast, reliable, and affordable vehicle transport service
- Secure auction area (ID required for entry) with security personnel present at all times
- Professional and courteous staff
- On-site Detail and Mechanical services
- Accepting AFC, NextGear & Westlake
- Secured website with direct access to your inventory
- Dealers only

AutoNation Auto Auction is committed to providing you with the best service possible. We appreciate your business and look forward to the future success of your company.

Sincerely,

Mike Green
General Manager

COMPLETING REGISTRATION

Company Name: _____ Phone#: _____

Address: _____ Auction Access#: _____

Copies of the following documents will be required to complete registration (please check):

- 1. Current Dealer's License (must be for the address of the business)
- 2. Surety Bond
- 3. Seller's Permit (showing sales tax number for address of the business)
- 4. Driver's License (*Mexican dealerships require a corp card & a government issued Mexico driver's license*)
- 5. Three Months Bank Statements (submit for consideration to make payments with business checks)
- 6. Signed Auction Rules & Policies
- 7. Registration Information
- 8. Bank & Credit Authorization
- 9. Personal Guaranty
- 10. Texas Certificate of Resale (initial required)
- 11. Title Mailing Method
- 12. Security Interest
- 13. Release & Waiver of Liability
- 14. W9 Form
- 15. Auction Access I.D.

Submitting Registration:

In Person - Copies of above documents & the completed forms should be brought to AutoNation Auto Auction Houston at 608 W. Mitchell Road, Houston, TX 77037. Upon approval of application a photo ID will be issued. IDs are required to enter auction facilities.

By Fax - Registration Packet may be obtained online. Copies of the above documents & the completed forms can be faxed to (281) 506.3866, ATTN: Dealer Registration. Applicants will be notified by phone upon approval of application. Once approved, applicants must bring a valid driver's license to AutoNation Auto Auction Houston at 608 W. Mitchell Road, Houston, TX 77037 & be issued a photo ID. IDs are required to enter auction facilities.

Questions? For questions about registration with AutoNation Auto Auction Houston, or directions to our site, please call (281) 506.3220. Information regarding registration & copies of the necessary forms are also available online at: www.AutoNationAutoAuction.com.

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AGREEMENT TO AUCTION RULES AND POLICIES

The Dealer/Buyer/Seller agrees to be bound by the Auction Agreements, including the Rules and Policies of the Auction. Nothing contained in these Agreements or otherwise is intended to preclude the Auction from Terminating Dealer's/Buyer's/Seller's privilege to buy or sell cars at the Auction at any time as the Auction may determine in the exercise of its sole discretion. Each Dealer/Buyer/Seller further agrees to be responsible for all of their employees, agents or contractors ("Third Parties") and shall further be responsible that such Third Parties comply with these Auction Rules and Policies and Dealer/Seller/Buyer shall be liable for, and shall indemnify the AutoNation Auto Auction from any damages, costs and attorneys' fees arising from a breach of these rules and policies by Dealer/Buyer/Seller or the Third Parties. The undersigned Dealer/Buyer/Seller or Authorized Representative hereby affirms that all of the information set forth in the Registration Packet is true and correct, including financial and background information provided the Auction.

Date: _____

Name (Print): _____

Position: _____

Signature: _____

RELEASE AND COVENANT NOT TO SUE

NAME: _____

ADDRESS: _____

PHONE #: _____

EMAIL ADDRESS: _____

COMPANY OR AFFILIATION: _____

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“AGREEMENT”) AND COVENANT NOT TO SUE

IN CONSIDERATION of participating in any way in the AutoNation Auto Auction (the “Event”), I, for myself, my personal representatives, assigns, heirs, and next of kin (and/or if as an officer, director, or principal of a corporation, partnership or limited liability company, then on behalf of said entity):

1. ACKNOWLEDGE, agree and represent that I understand the nature of the Event. I further agree and warrant that if, at any time, I believe any conditions taking place at the Event to be unsafe, I will immediately discontinue further participation in the Event.
2. I FULLY UNDERSTAND that: (a) there are risks and dangers associated with any Event, particularly where auction vehicles are being moved or displayed including the auction lanes; (b) the Risks could involve serious bodily injury including permanent disability, paralysis and death (“Risks”); (c) these Risks may be caused by my own actions or inactions or the actions or inactions of other participants in the activity, the condition in which the activity takes place, or the negligence of the Releasees named below; (d) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur or cause to any third party, as a result of my participating in this activity.
3. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE, AutoNation Auto Auction, its managers, directors and employees; AutoNation, Inc. (including all subsidiaries and affiliates and the officers, employees and directors of each); (the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESPONSE; AND I FURTHER AGREE THAT DESPITE THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT, THAT IF I, OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS AND COVENANT NOT TO SUE EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGES OR COST WHICH MAY BE INCURRED AS A RESULT OF SUCH CLAIM.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I FURTHER REPRESENT THAT I HAVE HAD THE OPPORTUNITY TO PRESENT THIS AGREEMENT TO LEGAL COUNSEL FOR REVIEW AND HAVE EITHER DONE SO OR WAIVED MY RIGHT TO DO SO. I INTEND FOR THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I have read this release and agree to the terms:

Releasor’s Signature

Printed Name

Date

DEALERSHIP REGISTRATION INFORMATION

Company Information

Company _____

Dealer Lic # _____ Exp. Date _____ Fed Tax ID/SS# _____

Physical Address _____

City _____ State _____ Zip _____

Mailing Address _____

City _____ State _____ Zip _____

Business () _____ Fax () _____

Email _____

Owner Information

Owner's Full Name _____

Social Security Number _____

Residence _____

City _____ State _____ Zip _____

Home () _____ Mobile () _____ Years at Residence ___ Own ___ Rent ___

Authorized Representatives

The persons named below as the Authorized Representatives are the Primary Contact between the Auction and the Dealership. The Authorized Representatives are authorized to sign all official documents for the Dealership, including checks and drafts, and is further authorized to buy and sell vehicles. This authorization shall remain in full force and effect unless terminated in writing by the Dealership. Such termination notice shall be effective upon the Auction's written acknowledgment of receipt. I understand that the representatives indicated herein are acting as the Dealership's agents, and can legally bind the Dealership.

Authorized Representative's Name: _____ Contact # _____

Sales Person License # _____ Driver's License # _____

Additional Representative: _____ Contact # _____

Sales Person License # _____ Driver's License # _____

Additional Representative: _____ Contact # _____

Sales Person License # _____ Driver's License # _____

GRANT OF SECURITY INTEREST

Security Interest The Auction hereby retains and the Dealership hereby grants a security interest in all vehicles sold through the Auction to guaranty payment of all sums due on account. The prevailing party in any litigation between Dealership and the Auction shall be entitled to an award of reasonable attorneys' fees, including fees for the cost of collection. Venue of any action shall be in the Judicial District in which the Auction is located, and the law of the State in which Auction is located shall govern. The parties hereby irrevocably consent to the jurisdiction of said courts.

_____Initial

BANK & CREDIT AUTHORIZATION

Bank/Credit Authorization The undersigned Dealer or Dealership hereby authorizes the Auction to obtain a written bank/credit report regarding the Dealership (which includes authorization to check the credit of the undersigned individual if business is conducted as a sole proprietorship) at any time, until this authorization is terminated in writing by the Dealership or individual. Dealer further represents that within the last five years he has not filed bankruptcy; has not been the subject of a DMV administrative action or other regulatory, administrative, or criminal action; has not been sued by another Auction; and has not been involved in any civil action that would impair Dealer's ability to pay for vehicles purchased through the Auction, except as follows:

Auction is relying on the bank/credit representations made by Dealer/Dealership in granting Dealer/Dealership Auction privileges, including the ability to purchase and sell vehicles through the Auction.

_____Initial

Date: _____

Name (Print): _____

Position: _____

Signature: _____

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TEXAS CERTIFICATE OF RESALE

TX Certificate of Resale THE UNDERSIGNED HEREBY REPRESENTS: That the Dealer holds a valid **Seller's permit No.** _____ issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling **Motor Vehicles** that the tangible personal property described herein which they shall purchase from **AutoNation Auto Auction** will be resold by the undersigned in the form of tangible personal property; provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that they are required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount. Description of property to be purchased: **Motor Vehicles.**

_____ Initial

Date: _____

Name (Print): _____

Position: _____

Signature: _____

PERSONAL GUARANTY

The undersigned hereby personally guarantees ("Guaranty") all obligations of the applicant Dealership, including without limitation all sums due for payment on vehicles, auction charges, and all other liabilities of Dealership in connection with the Auction etc. This Guaranty is given as additional security to secure the payment or performance by the Dealership herein, hereafter the "Dealership", of all obligations and sums due and to become due, hereafter the "Debt", from Dealership to AutoNation Auto Auction ("Auction"). The undersigned Guarantor(s), and each of them, jointly and severally unconditionally guarantee and promise to pay to Auction, or order, on demand, in lawful money of the United States, the Debt due Auction. Guarantors waive notice of acceptance or presentment of this Guaranty and waive diligence on the part of Auction in collection of Debt. Auction shall have the privilege of granting such renewals and extensions as Auction may deem proper. Guarantor(s) further expressly waives notice of nonpayment, protest, and notice of protest with respect to the indebtedness covered by this instrument.

This Guaranty is in addition to such other security as Auction now or hereafter may have. Auction may surrender or release all or any portion of such other security without affecting this Guaranty (and such release shall not be construed as a waiver of rights against any other property or security). It shall not be necessary for Auction to enforce payment by Guarantors of the Debt, to first institute suit, or to pursue or exhaust remedies against Dealership, or against any other security that Dealership may have given Auction. Guarantor(s) acknowledges that this guaranty is in effect and binding on Guarantor(s) without reference to whether it is signed by any other person or persons. Guarantor(s) agrees that this Guaranty shall continue in full force and effect notwithstanding the death of Guarantor(s), or the release by agreement or by operation of law of, or the extension of time to, any other guarantor or guarantors, if any, as to the obligations then existing. Liability of the Guarantor(s) hereunder shall not be affected or impaired by the existence, from time to time, of an indebtedness or liability of the Dealership to Auction in excess of the amount of this Guaranty.

This Guaranty agreement shall remain in full force and effect until all of the Debt has been fully paid, and shall be binding upon Guarantor(s), and each of them, their heirs, successors, executors, administrators, and legal representatives and, along with all rights and benefits existing and to exist hereunder, shall inure to the benefit of and be available to Auction, and each of them, and their respective successors and assigns. Guarantor(s) agrees that the obligations of this Guaranty agreement shall be governed by the laws of the State of in which Auction is located. Venue shall be in the County where Auction is located and each party hereby irrevocably consents to the jurisdiction of said courts. In the event that legal action is commenced to enforce the performance and any payment that may become due under this Guaranty, Guarantor(s), without demand, shall pay Auction, or any of them, such reasonable attorney's fees and costs as shall be determined by the court. If any portion of this Guaranty is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY EXECUTES THIS PERSONAL GUARANTY this day of _____, 20____, at _____, _____ (state).

GUARANTOR(S)

Name (Print): _____ Name (Print): _____

Position: _____ Position: _____

Signature: _____ Date: _____ Signature: _____ Date: _____

TITLE MAILING METHOD

Please choose one of the following methods of mailing for vehicle titles purchased at AutoNation Auto Auction:

-----Hold Titles (Titles will be held at the Auction pending pick-up by your Authorized Representative).

-----Regular Mail (***Please Note*** AutoNation Auto Auction is **NOT** responsible for lost titles processed through regular mail).

-----FedEx Account # _____

HOW DID YOU HEAR ABOUT US?

AutoNation Auto Auction Sales Representative: _____

Referring Dealer Name: _____ City: _____

AutoNation Auto Auction Customer #: _____

Representative Name: _____

AutoNation Auto Auction Customer #: _____

Direct Mail

Flyers/Faxes

Website