



Ph 218-454-2910  
 Fax 218-454-2911

10294 Business 371  
 Brainerd, MN 56401

**Brainerd**

## CMD Auction Fees

Vehicle Purchased or Sold	Auction Fee
\$1-\$999	\$75
\$1,000 - \$1,399	\$100
\$1,400 - \$2,999	\$125
\$3,000 - \$5,999	\$150
\$6,000 - \$9,999	\$200
\$10,000 - \$14,999	\$250
\$15,000 and Above	\$300

### Detailing Charges

Interior only ..... \$50

- Vacuum
- Clean Windows
- Wipe Dash

Interior/Exterior..... \$70

- Vacuum
- Clean Windows
- Wipe dash
- Tire Shine
- Wash Outside

**Post-Sale Inspection** – 3 Day Frame & Drive ..... \$75

**Arbitration** – Buying dealer may only arbitrate amounts over \$500.00 – Fee of \$75

If merit is found, seller is responsible for \$75 fee. If no merit found, buyer is responsible for \$75 fee

**Late Title Fee** ..... \$25.00

If title is not received within 21 days of sale date, a late title fee of \$25 will be imposed.

**Online Buyer Fee** ..... \$40.00 per vehicle purchased

**Late Payment Fee** ..... \$100.00 per vehicle (*per week*) if not paid within 3 business days of purchase.

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## **Dealership Registration**

Thank you for your interest in attending our auction. We look forward to providing you with the highest quality of service. Central Minnesota Dealer Auction is located at 10294 Business 371 in Brainerd, MN. Our sales are every Wednesday at 3:00 PM.

To expedite your registration, please complete the following forms, sign where required, and return to us via:

- Email: [brittanys@cmdauction.com](mailto:brittanys@cmdauction.com)
- Mail: 10294 Business 371, Brainerd, MN 56401
- Fax: 218-454-2911

Please include with your completed information the following items:

- Copy of your Dealers License
- Photo ID of Owner and Authorized Representatives
- Sales Tax Certificate
- Copy of your security Bond & Insurance Certificate

We look forward to you joining us on auction day. Allowing us time to process your information provides us with the ability to have your account created prior to your arrival.

Thank you for choosing Central Minnesota Dealer Auction.

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## **Access Registration Checklist**

### Required Documents

- Copy of Dealer License
- Copy of Picture ID and/or Auction Access Badge
- Copy of Sales Tax Certificate (Retail Dealers)
- Copy of Security Bond & Insurance Certificate
- Title Clerk Authorization
- Letter of Guarantee – Signed & Dated
- Registration Application pg. 1: (Must have Federal Tax ID for business and owner's information including Social Security numbers)
- Registration Application pg. 2: (must be signed by Owner/Officer/Manager)
- W-9: Filled out and signed by Owner/Officer/Manager
- Individual Authorization Letter
- Dealer Authorization of an Individual: One per representative, must be signed by Owner/Officer/Manager.
- Title Handling Method

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## **Title Clerk Authorization**

The undersigned, and its subsidiaries hereby duly appoint Central Minnesota Dealer Auction and/or its employees to act as our Agent to sign all papers and documents that may be necessary pertaining to the sale and subsequent title transfer of the vehicles owned by the undersigned and consigned to Central Minnesota Dealer Auction for sale, including without limitation, any title, title transfer document, reassignment of odometer statements as required by federal or state law.

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

This Authorization shall be effective as of the date of hereof on behalf of the undersigned and shall continue until terminated by the undersigned in its sole discretion.

This Authorization supersedes any previous authorization to act as Agent for the undersigned.

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

Auction Access # (If applicable): \_\_\_\_\_

Signature of Owner/Officer/Manager: \_\_\_\_\_

Printed Name of Owner/Officer/Manager: \_\_\_\_\_



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## Letter of Guaranty

In consideration of the Central Minnesota Dealer Auction (aka CMDA) allowing Dealer to buy and sell motor vehicles through the CMDA, the undersigned, whether one or more, personally covenant, guarantee and warrant that the title to each vehicle sold by Dealer through CMDA will be good and will be free and clear of all liens and encumbrances, whatsoever. The undersigned agrees to reimburse CMDA for any loss, damage, expense, or costs, including attorney's fees, incurred by CMDA as a result of breach of the foregoing warranty as to any such motor vehicle. The undersigned further guarantees full payment of any debts of Dealer to CMDA, including any checks or drafts issued by Dealer or any Dealer's representatives, together with any loss of expense incurred by CMDA in collecting or attempting to collect such debt, including attorney's fees.

The undersigned acknowledges that CMDA shall have the right to refuse to transact with Dealer, to modify or release any and all collateral security, to extend or charge time if payment and to settle or compromise with Dealer without notice to the undersigned and without discharging to affecting the liability of the undersigned hereunder. The guaranty is to be a continuing guaranty and the undersigned hereby waives notice of acceptance of this guaranty and presentment, demand, protect, and any notice of non-payment of dishonor. The undersigned shall be liable as principal debtor and not merely as surety and the bankruptcy or any assignment in favor of Creditors or Dealer shall not affect the enforcement of the agreement.

It is understood and agreed between Seller, the Purchaser, and Central Minnesota Dealer Auction that the CMDA does NOT provide insurance for theft, fire, hail, or other damage to a motor vehicle. CMDA does NOT furnish liability insurance while said vehicle is being operated, either on or off public streets and highways.

While Central Minnesota Dealer Auction does assist in locating drivers for Seller and Purchaser to drive vehicles to or from CMDA's premises to the Seller and/or Purchaser's premises, such drivers are not employees of CMDA and CMDA acts only as Purchaser's and Seller's agent in disbursement of funds for services and payment for driver's services is the obligation of Sellers and Purchasers. Seller and Buyer are free to select other drivers of their own choice.

Seller also understands that CMDA may, in its direction, add gasoline to said vehicle and/or have said vehicle washed and Seller hereby accepts said vehicle in its present condition and it is understood that removal of said vehicle from CMDA premises shall preclude Buyer from asserting any and all claims concerning said vehicle.

The buyer and Seller hereby agree that CMDA is acting and shall act as their mutual agent in the sale of a vehicle. Seller hereby instructs CMDA to sell said vehicle. Buyer and Seller hereby state that they have read and understood the same and hereby agree to be bound by the same as is fully incorporated herein. Said posted terms and conditions include but are not limited to CMDA's commission schedule for sales and regulations for buy fees.

This instrument shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall ensure to the benefit of the CMDA, its successors, assigns and subrogates.

Where there is more than one signatory to this agreement each signatory shall be severally liable under this agreement.

IN WITNESS, WHEREOF the undersigned have hereunto set their hands and seals this

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

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

Auction Access # (if applicable): \_\_\_\_\_

Witness Print: \_\_\_\_\_

Owner/Officer/Manager Print: \_\_\_\_\_

Witness Sign: \_\_\_\_\_

Owner/Officer/Manager Sign: \_\_\_\_\_

Owner/Officer/Manager Print: \_\_\_\_\_

Owner/Officer/Manager Sign: \_\_\_\_\_



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## Registration Application

### Dealership Information

Trade or DBA Name: \_\_\_\_\_ Legal Name (if different): \_\_\_\_\_

Federal ID: \_\_\_\_\_

Company Type:  Business Corporation       Limited Liability Company       Unlimited Liability Company

**Check all that apply**

New      Used      Lease      Wholesale      Parts      Salvage      Export      Rental

Automobile								
Motorcycle								
Moped								
RV								
Mobile Home								
Trailer (pull behind)								
Motorcycle (off road)								
ATV								
Snowmobile								
Heavy Equipment								
Boat								
Personal Watercraft								
Airplane								
Unknown								

### Contact Information

Lot Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing address (if different): \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Cell Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Business Fax: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Email Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

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**Brainerd**

**Agreement**

By signing below, you (1) agree to the terms of this application, any exhibits hereto, and CMDA's Terms and Conditions as they may be amended from time to time and posted on [www.CMDAuction.com](http://www.CMDAuction.com), (2) warrants that you are solvent, properly registered to do business and licensed as a dealer (if applicable), and that the information provided herein is complete, accurate, and truthful, (3) acknowledges that registration in the CMDA System is no guarantee of purchasing privileges or credit with any Customer, which each retain the discretion to deal with you as they see fit, (4) agrees to be bound by the policies and procedures of each Customer at which you register or transact with your CMDA access credentials

You agree that these terms and any other commitments or account forms submitted to CMDA, its affiliates, and any Customers, by you or any authorized Individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

**Signature**

\_\_\_\_\_  
Legal Name of Entity *(Corp/LLC/LLP/ULC/Partnership/Individual)*

\_\_\_\_\_  
Trade or DBA Name of Entity

By: \_\_\_\_\_  
**Printed Name** *of Authorized Signer (Owner/Officer/Manager)*

Its: \_\_\_\_\_  
**Title** *of Authorized Signer (Owner/Officer/Manager)*

\_\_\_\_\_  
**Signature** *of Authorized Signer (Owner/Officer/Manager)*

\_\_\_\_\_  
**Date** *of Signature*

**References**

Auction Name

Phone Number

_____	_____
_____	_____
_____	_____









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## Individual Authorization Letter

### Agreement

Date: \_\_\_\_\_ To Whom It May Concern:

You, the individual referenced below ("Individual" or "you"), wish to register, as of the date listed above, with, CMD Auction. You hereby authorize CMDA to provide, obtain, store, use, and share amongst themselves, and externally, as each see fit, the information contained on this application, on any other forms provided to CMDA, and other information regarding you and/or your dealings with each, including transaction, bank, and credit information and consumer reports. You understand that CMDA provides this information to said Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Customers are not limited to businesses engaged in the automobile dealer or auction industries, but may also include other businesses providing goods or services to such industries. By signing below, you (1) agree to the terms of this registration and CMDA Terms and Conditions (as they may be amended from time to time) posted on [www.CMDAuction.com](http://www.CMDAuction.com), (2) warrant that you are solvent and the information provided herein is complete, accurate, and truthful, (3) acknowledge that registration with CMDA is no guarantee of purchasing privileges or credit with any Customer, (4) agree to be bound by the policies and procedures of each Customer with whom you deal or attend, (5) agree that Customers may contact you, on their own behalf or on behalf of their respective sellers, consignors, or other customers, for any commercial or advertising purpose, using the telephone numbers (whether business, home, or mobile numbers), fax numbers, e-mail addresses, and other contact information provided on this form, or at any other address, telephone number, fax number, or e-mail address used in connection with your business, and (6) agree to disclose CMDA numbers only to subscribing Customers. You agree that these terms and any other commitments or account forms submitted by you to CMDA, its affiliates, and any Customers shall have the same force and effect as though personally signed by you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Date of Birth: \_\_\_\_\_ Taxpayer ID Number: \_\_\_\_\_ SSN: \_\_\_\_\_

Signature X: \_\_\_\_\_

**Photo Identification** ID Number: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Contact Information** Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mobile Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Business Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_



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## Dealership Authorization of an Individual

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

By signing approval below, the dealership referenced above ("you", "your", or "yours") authorizes CMDA ("we", "us", or "our") to register the individual listed above ("Individual") to serve as your representative and agent in the following capacity:

The role designated below will be the only role in effect for this Individual for this Dealership, replacing any previous role authorization (check one).

Subject to our acceptance of this authorization, you acknowledge the following: (i) the capacities in which the Individual is authorized as your agent apply at the Central Minnesota Dealer Auction (CMDA) authorization will be valid until one business day after we receive and process your written notice of termination in the form of a Dealer Removal Letter; and (iii) once processed, the most recent authorization received and accepted by us will replace any prior authorization(s) for the Individual for transactions thereafter.

If you designate the Individual in the capacity of "Representative," "Owner," or "Officer/Manager" in this form, the Individual may buy and sell automobiles for you and execute company checks, drafts, certificates of title, and/or any other instruments or documents on your behalf at or with any Customer. All categories, including "Drivers," may pick up, receive, and/or deliver cars or other property on or for your account.

You guarantee performance of all obligations and payment of all debts incurred or authorized by this Individual on your account with us or any Customer. This guaranty includes but is not limited to payment of losses from dishonored checks or drafts, defective titles, or false or inaccurate Odometer Mileage Statements. You also guarantee that the Individual will honor the CMDA Terms and Conditions (as they may be amended from time to time and posted on [www.CMDAuction.com](http://www.CMDAuction.com)), conduct business with us and our Customers in a fair and ethical manner, honoring all policies and procedures of each and respecting decisions of ours or our Customers with respect to same. You will indemnify and hold harmless Customers, CMDA, each's affiliates, and the officers, directors, employees, and agents of each of the foregoing, against any liability, loss, damages (including punitive damages), claim, settlement payment, cost, expense, award, judgment, fee, or other charge, including reasonable attorneys' fees, arising out of or relating to the authorized Individual's actions, as well as any expense incurred in attempting to collect such losses, including attorney fees.

Our Customers are third-party beneficiaries of this authorization agreement. At their election, and in their sole discretion, they may avail themselves of any provision of this agreement. However, this document is a supplement to, and not a replacement or modification of, any agreement you have with those Customers, or any policies and procedures of such Customer. Each customer retains the right to stop doing business with this Individual as it sees fit.

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You agree that these terms and any other commitments or account forms submitted to CMDA, its affiliates, and any other Customers, by you or any authorized Individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

By signing or clicking approval below, the dealership referenced above ("you", "your", or "yours") authorizes CMDA ("we", "us", or "our") to register the individual listed above ("Individual") to serve as your representative and agent in the following capacity:

The role(s) designated below will be the only role in effect for this Individual for this Dealership, replacing any previous role authorization (check one).

### Authorization and Signature

Authorized Representative       Owner       Officer/Manager       Driver

1.) Name: \_\_\_\_\_ SS# of Authorized Rep: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Printed Name of Authorized Representative/Owner/Officer/Manager

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Authorized Representative (Owner/Officer/Manager)

Printed Name Owner/Officer: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_ Date: \_\_\_\_\_

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Authorized Representative       Owner       Officer/Manager       Driver

2.) Name: \_\_\_\_\_ SS# of Authorized Rep: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Printed Name of Authorized Representative/Owner/Officer/Manager

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Authorized Representative (Owner/Officer/Manager)

Printed Name Owner/Officer: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_ Date: \_\_\_\_\_



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## Title Handling Method

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

Please choose from the list below, the title handling method that you want applied to titles for vehicles that you purchase through our auction:

- Hold titles at CMDA
- Certified (*trackable*) US Mail
- FedEx - Your FEDEX Account # ( \_\_\_\_\_ )
- UPS - Your UPS Account # ( \_\_\_\_\_ )
- Other (Please specify):

\_\_\_\_\_  
\_\_\_\_\_

Address to send titles, if different than mailing address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

### Acknowledgement

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_