



Western Wisconsin Auto Auction LLC

3272 County Hwy P *Chippewa Falls, WI 54729

Phone: 715-723-1100 * Fax: (715) 723-3100

Wisconsin State Auto Auction LLC

N11577 Industrial Dr. * Lomira, WI 53048

Phone: 920-269- 1129 * Fax: (920) 269-1116

Sale Every Tuesday at 3:00 pm

Sale Every Friday at 10:00 am

- **Please include:** a copy of your dealership license, voided check, surety bond, driver's license and Wisconsin buyers license for each authorized agent.

REGISTRATION APPLICATION

Registration Date: _____ Computer Number: _____

Dealer #: _____ Expiration Date: _____

Federal ID #: _____ State Sales Tax Exemption # _____

Company Name: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Bus. Phone: _____ Fax#: _____

Mailing Address (If Different):

Business Address: _____

City: _____ State: _____ Zip: _____

Bus. Phone: _____ Fax#: _____

Sole Owner Partnership Incorporated

Month / year business opened (under this dealer number): _____

Used Cars New Cars

If new cars, type of franchise: _____ Factory Dealer Number: _____

Form of Payment Preferred: Cash Company Check Floor Plan

Statements of Agreement:

- **Owner Agreement:**

I will be the only individual conducting business under the above dealer license. In addition, I will be the only individual signing company checks, sales, contracts, titles and any other paperwork necessary to conduct business unless stated in writing.

- **Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC Rules Agreement**

Upon authorization to conduct business at Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC, applicants agree to abide by all auction policies and procedures including, but not limited to, those concerning odometer tampering, which if violated, could result in the termination of business privileges and the repurchase of any odometer tampered vehicle sold by the applicant. I have received and understand the Arbitration Rules of the auction. Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC, shall not be liable or responsible for acts of nature, fire, theft, collision, vandalism, or any other damage sustained by any Consigned vehicle while on or off the Auction premises. Dealer shall maintain such insurance on vehicles in Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC's possession as Dealer in its sole discretion shall determine, it being understood that Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC assumes no liability for loss or damage incurred while vehicles are in the possession of Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC.

- **Limited Power of Attorney**

- **Indemnity and Hold Harmless Agreement:**

I do hereby duly authorize Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC and all of its affiliates and its employees to act as our agent to sign all papers and documents pertaining to the sale and subsequent title transfer of the vehicles owned by said dealership/financial institution. Documentation is to include but is not limited to title, title transfer documentation, reassignment, certification, odometer disclosure statements and any other documentation required by federal or state law needed to complete the sale of vehicles. In consideration of Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC's agreement to execute such documents on dealership/ financial institution's behalf, dealership/financial institution shall indemnify, defend and hold harmless Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC and its affiliates, subsidiaries, officers, directors, employees, successors and assigns from and against any and all loss, damages, liability, claims, causes of action and expenses of whatever kind and nature arising from the execution, transfer of ownership of any vehicle.

Notwithstanding the foregoing contained herein shall be construed to require dealership/financial institution to indemnify Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC from any loss resulting from any gross negligence or willful misconduct of Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC or its employees or agents.

Dealership/financial institution further agrees to guarantee and save the authorities of any state agency/representative requested to process such transfer of title, from all responsibility with respect to this title clerk authorization.

This Power Of Attorney shall remain on effect until terminated, in writing.

- **Test Drive Agreement:**

I understand that in the test drive of a vehicle I am fully responsible for any damage or accident that may happen during the test drive. I know that Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC are not responsible in any way for any damage or accident that may happen. This is due to insurance reasons before you can test drive a vehicle off the lot. Please understand that this is now required by Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC.

- **Fax, Email and TEXT Consent:**

I consent to receive communications and solicitations via fax email and/ or TEXT message sent on behalf of Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC. I am authorized to grant consent for the above-named company to receive faxes and email on behalf of Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC. I acknowledge that Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC if said consent is revoked and understood that Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC is entitled to rely on this consent, unless revoked. If I wish to no longer receive such faxes, I agree to provide the auction with such request in writing.

- **Personal Guarantee in favor of
Western Wisconsin Auto Auction LLC And Wisconsin State Auto Auction LLC**

In consideration for Western Wisconsin Auto Auction LLC, and Wisconsin State Auto Auction LLC (Auction) allowing _____ (Dealer) to buy and sell motor vehicles through Auction, the undersigned whether one or more, personally covenants, guarantees, and warrants that the title of each vehicle sold by Dealer through Auction will be good and will be free and clear of all liens and 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 foregoing warranty of titles as to such motor vehicle. The undersigned further guarantees full payment of debts of Dealer to Auction, including any checks or drafts issued by Dealer or any of Dealer's representatives, together with any loss or expenses incurred by Auction in collecting or attempting to collect such debt, including attorney's fees.

The undersigned further guarantees the odometer disclosure statements given by or on behalf of the Dealer in all sales of motor vehicles by it through Auction, and agrees to reimburse, hold harmless, and indemnify Auction for, from, and against all claims, losses, damages, and expenses caused it by any such odometer disclosure statement which proves to be false or inaccurate including, without limitation (1) payments made by the Auction under its Odometer Protection Plan in connection with any such sale, (2) any amount paid in settlement of a legal claim in connection with any such claim, (3) any amounts paid in damages for any such claim, including any punitive damages, and (4) any expense or costs incurred by Auction in collection or attempting to collect such losses, including attorneys' 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 of the undersigned hereunder. This guarantee is to be a continuing guarantee and the undersigned hereby waives notice of acceptance of this guarantee and presentment, demand, protest, and any notice of non-payment or dishonor. The undersigned shall be liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Dealer shall not affect the enforceability of this guarantee.

This guarantee shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall inure to the benefit of Auction, its successors, assigns, and subrogees.

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

- **Mailing Agreement:
Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC**

Due to titles being lost in the mail, Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC is now requesting that our customers choose one of the following methods regarding the mailing of paperwork.

If no item is checked, then titles will be held for pick-up.

I Authorize Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC to mail my titles by:

- _____ Please **DO NOT** mail titles, I prefer to pick up my titles at the auction.
- _____ Regular Mail (At no charge) *
- _____ Certified mail (A \$10.00 charge on your account.)
- _____ Fed Ex - account # _____
- _____ UPS - account # _____
- _____ Fed Ex or UPS – I don't have an account number. Please invoice my auction account. **

Note:

* My signature below releases Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC from any responsibility caused by the U.S. Postal Services failure to deliver said title and any cost incurred for replacement of this title will be my own.

** My signature below allows Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC to charge my account \$25.00 for titles mailed Fed Ex or UPS as I do not have an established account.

Authorized Agent: _____

Signature: _____ Date: _____

OWNERS OR OFFICERS

Print Name: _____ Position: _____

Res. Phone: _____ Cell Phone #: _____ Service Provider: _____

Res. Address: _____

City: _____ State: _____ Zip: _____ email: _____

Driver's License# _____ DOB: _____ SS#: _____

Agreement to:

- Owner Agreement
- Auction Rules Agreement
- Power of Attorney
- Personal Guaranty
- Test Drive Agreement
- Text/Fax/ email Agreement

By check marking the above box(s) I have read and understand each agreement statement. _____ Date: _____

Agent Signature

Print Name: _____ Position: _____

Res. Phone: _____ Cell Phone #: _____ Service Provider: _____

Res. Address: _____

City: _____ State: _____ Zip: _____ email: _____

Driver's License# _____ DOB: _____ SS#: _____

Agreement to:

- Owner Agreement
- Auction Rules Agreement
- Power of Attorney
- Personal Guaranty
- Test Drive Agreement
- Text/Fax/ email Agreement

Authorized Agent:

I, _____ Owner of _____,

Hereby authorize _____ to act as "Authorized Agent" to buy and sell automobiles, to execute checks or drafts, and to execute bills of sale, Odometer Mileage Statements, assignments of titles, and warranties of title on behalf of Dealer. Dealer understands and agrees that the authority of such person to act on behalf of Dealer shall continue in full force and effect until terminated by Dealer in writing to the Auction. Dealer hereby guarantees all transactions made by such person and agrees to identify and hold harmless the Auction of all loss or expense caused it as a result of any such transaction including but not limited to losses from dishonored drafts, defective titles, and false or inaccurate Odometer Mileage Statements as well as any expense incurred in attempting to collect such losses, including attorney's fees.

Owner Signature Date

Print Name: _____ Position: _____

Res. Phone: _____ Cell Phone #: _____ Service Provider: _____

Res. Address: _____

City: _____ State: _____ Zip: _____ email: _____

Driver's License# _____ DOB: _____ SS#: _____

Agreement to:

- Owner Agreement
- Auction Rules Agreement
- Power of Attorney
- Personal Guaranty
- Test Drive Agreement
- Text/Fax/ email Agreement

By check marking the above box(s) I have read and understand each agreement statement. _____ Date: _____

Agent Signature

Additional Authorized Agents:

Western Wisconsin Auto Auction LLC
Wisconsin State Auto Auction LLC

Registration Package

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I, _____ Owner of _____,
Hereby authorize _____ to act as "Authorized Agent" to buy and sell automobiles, to execute checks or drafts, and to execute bills of sale, Odometer Mileage Statements, assignments of titles, and warranties of title on behalf of Dealer. Dealer understands and agrees that the authority of such person to act on behalf of Dealer shall continue in full force and effect until terminated by Dealer in writing to the Auction. Dealer hereby guarantees all transactions made by such person and agrees to identify and hold harmless the Auction of all loss or expense caused it as a result of any such transaction including but not limited to losses from dishonored drafts, defective titles, and false or inaccurate Odometer Mileage Statements as well as any expense incurred in attempting to collect such losses, including attorney's fees.

Owner Signature Date

Print Name: _____ Position: _____

Res. Phone: _____ Cell Phone #: _____ Service Provider: _____

Res. Address: _____

City: _____ State: _____ Zip: _____ email: _____

Driver's License# _____ DOB: _____ SS#: _____

Agreement to:

- Auction Rules Agreement Power of Attorney Personal Guaranty Test Drive Agreement
 Text/Fax/ email Agreement

By check marking the above box(s) I have read and understand each agreement statement. _____ Date: _____
Agent Signature

Wi Buyers license exp: _____

I, _____ Owner of _____,
Hereby authorize _____ to act as "Authorized Agent" to buy and sell automobiles, to execute checks or drafts, and to execute bills of sale, Odometer Mileage Statements, assignments of titles, and warranties of title on behalf of Dealer. Dealer understands and agrees that the authority of such person to act on behalf of Dealer shall continue in full force and effect until terminated by Dealer in writing to the Auction. Dealer hereby guarantees all transactions made by such person and agrees to identify and hold harmless the Auction of all loss or expense caused it as a result of any such transaction including but not limited to losses from dishonored drafts, defective titles, and false or inaccurate Odometer Mileage Statements as well as any expense incurred in attempting to collect such losses, including attorney's fees.

Owner Signature Date

Print Name: _____ Position: _____

Res. Phone: _____ Cell Phone #: _____ Service Provider: _____

Res. Address: _____

City: _____ State: _____ Zip: _____ email: _____

Driver's License# _____ DOB: _____ SS#: _____

Agreement to:

- Auction Rules Agreement Power of Attorney Personal Guaranty Test Drive Agreement
 Text/Fax/ email Agreement

By check marking the above box(s) I have read and understand each agreement statement. _____ Date: _____
Agent Signature

Wi Buyers license exp: _____

AUCTION REFERENCES

Auction Name: _____

Auction Name: _____

Auction Name: _____

Name of Bonding / Insurance Company:

Policy #: _____

Address: _____ City: _____ State: _____

Owner / Officer Signature: _____ Date: _____

Floor Plan Company (if applicable)

AFC: Account Number: _____ Contact: _____

NextGear: Account Number: _____ Contact: _____

FloorplanXpress: Account Number: _____ Contact: _____

Other: _____

Account Number: _____ Contact: _____



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Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC

BANK INFORMATION-

Primary Bank: _____

Bank Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Acct #: _____ Date Opened: _____

Type Account: _____ Bank Contact: _____

Bank Authorization:

To Whom It May Concern:

I here by authorize you to release the necessary credit information to Western Wisconsin Auto Auction LLC and Wisconsin State Auto Auction LLC to enable my company to conduct business using our business checking account.

Account Number: _____

Signature: _____ Date: _____

Authorized agent or officer

Wisconsin State Auto Auction and Western Wisconsin Auto Auction Policies

1-14-19

1. All dealers must register in the office to buy or sell. All dealers in the auction arena must wear a bid badge printed from the auction office. Only authorized buyers and sellers are allowed in the auction lanes. Drivers must remain in the office or cafeteria. All transactions must clear through the auction office. All sales pay a fee.
2. All buyers must have a Wisconsin Buyer's License.
3. The buyer is responsible for verifying VIN number and mileage reading on all units purchased before leaving the sale. No vehicle will be offered for sale without a VIN plate or proper verification.
4. The auction assumes no responsibility for odometer or the validity of the mileage statement provided by the seller to the buyer. Sellers must announce the following: (a) if the odometer is not working properly, (b) If he\she has any knowledge that the mileage on the vehicle is different than on the odometer. These conditions apply even if a vehicle is being sold as EXEMPT from odometer disclosure.
5. Buyers PLEASE Beware! Any conditions announced on the block are not arbitratable. If you do not properly hear the announcement, please ask the auctioneer or ring man.
6. Title Attached "TA" sales must be announced. Sellers must produce title to auction within FOURTEEN (14) days. Buyers are cautioned not to sell, spend any money, or put on excessive miles (limit mileage to dealership and back plus 150 miles) on units purchased as TA until negotiable title is presented to the buyer. AUCTION WILL NOT BE RESPONSIBLE FOR ANY ADDITIONAL COSTS (BEYOND PURCHASE PRICE) THE BUYER MAY INCUR ON TITLE ATTACHED SALES.
7. **"IF" sales at Wisconsin State Auto Auction and Western Wisconsin Auto Auction obligate the buyer to the bid price until 12:00pm on the next day following the sale. This is a one way IF.**
8. All flood vehicles, vehicles with frame or prior frame damage, prior taxi, municipal or commercial use vehicles, rebuilds, salvage vehicles or any title legends MUST BE ANNOUNCED at the time of sale. All IF units must be checked for any arbitratable conditions on sale day. In the event that an IF bid is approved after the buyer leaves the auction, it is recommended by the auction that the buyer purchase a Post Sale Inspection. There will be NO ARBITRATIONS after sale day.
9. SELLER must announce any vehicle with frame damage or history, whether the damage has been repaired or not. Buyer may reject or arbitrate a frame damage vehicle if he reports it to the auction within seven (7) working days following the sale. When a buyer reports a frame damaged vehicle to the auction, the auction will stop payment to the seller and treat the sale as a TITLE ATTACHED transaction until the dispute is resolved.
10. ALL Units selling for \$1,500.00 or less are sold AS-IS, no auction guarantee will apply to these vehicles.

11. SELLER must announce any vehicle with a non-factory VIN.
12. All titles submitted by sellers must be in the seller's company name and mileage numbers properly filled out. All units purchased and/or sold on premises must be paid through the auction the day of the sale, include TA's or charges will be added.
13. Auction DOES NOT guarantee years of Trailers, Boats, Powersports, Motorcycles, Antique Cars or R.V.'s. These units are sold "AS-IS".
14. Auction assumes NO responsibility for spare tires, warranty books or mileage on mileage statements for vehicles sold at the auction. We are only an agent; not the buyer or seller of the vehicle. It is the responsibility of the buyer to get a mileage statement and the seller to provide a mileage statement.
15. BUYER is responsible for anybody or mechanical damage to a vehicle while he/she is test driving it, either pre or post sale.
16. Wisconsin State Auto Auction and Western Wisconsin Auto Auction use the NAAA Arbitration Policies, to obtain a complete booklet of these policies please visit:
http://www.naaa.com/pdfs/arbitration_policy/2015/NAAA%20Arbitration%20Policy%20May2015%20FINAL%204-02-15%20%281%29.pdf
17. We recommend that Buyers inspect their purchased vehicles before leaving the auction. Once a vehicle is paid for or leaves the auction, the Buyer's arbitration period is considered over for sale day only arbitration items as referred to in the NAAA policies.