

Lehigh Valley Auto Auction

Dealer Registration and Consignment Agreement

Along with your application we will need:

- _____ Front and back copy of driver's license & salesperson license for each representative
- _____ For out of state dealers we require a copy of your driver's license and proof of ownership (Lease papers, insurance etc.)
- _____ A copy of your DMV dealership license
- _____ A copy of your dealer plate registration card(s)
- _____ A voided company check

You can fax back your application to (610) 435-5557 ATTN: Dealer Registration or
Email your application to lehighvalleyautoauction1@gmail.com ATTN: Dealer Registration
If you have any questions or concerns do not hesitate to give us a call (610) 435-5554

Name Of Dealership: _____

DBA: _____ Email Address _____

Phone: () _____ Fax: () _____

Address: _____

City: _____ State: _____ Zip: _____

Owner's Information: *(must be completed by owner of dealership.)*

Name: _____ Cell Phone Number: () _____

Address: _____ City: _____ State: _____ Zip: _____

Dealership Organization Date: _____ DMV Dealer License #: _____

Which Floorplan company do you use _____

List of Officers:

Please be sure to include a copy of the front and back side of the driver's license for each officer authorized to buy. In the event of an officer being removed from your company a notice must be issued immediately to the auction in order for the change to be made. Please submit the notice in writing, any other form will not be accepted.

Name: _____ Email Address _____ Phone #: () _____

Address: _____ City: _____ State: _____ Zip: _____

Authorized to: Buy Y / N Sell Y / N Sign Checks Y/N Representative Signature _____

Name: _____ Email Address _____ Phone #: () _____

Address: _____ City: _____ State: _____ Zip: _____

Authorized to: Buy Y / N Sell Y / N Sign Checks Y/N Representative Signature _____

Name: _____ Email Address _____ Phone #: () _____

Address: _____ City: _____ State: _____ Zip: _____

Authorized to: Buy Y / N Sell Y / N Sign Checks Y/N Representative Signature _____

Guaranty: In consideration of the 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 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 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 issued by Dealer or any of the 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 the Auction shall have the right to refuse to transact business with Dealer, to modify 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 acceptance of this guaranty 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 agreement. This instrument shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall insure to the benefit of Auction, its successors, assignees, and subrogates. Where there is more than one signatory to the agreement each signatory shall be jointly and severally liable under this agreement. I hereby give Lehigh Valley Auto Auction the authority to obtain personal credit references.

Power Of Attorney: The undersigned and its subsidiaries hereby duly appoint Lehigh Valley Auto Auction or any of its subsidiaries or divisions, through authorized employees and agents, to act as our Attorney-In-Fact to fill out, complete, and sign any/all papers and documents that may be necessary or helpful pertaining to the sale or purchase of vehicles through Lehigh Valley Auto Auction including but not limited to titles, title transfer documents, bills of sale, and odometer disclosure statements. In consideration of Lehigh Valley Auto Auction agreement to execute such documents on our behalf from time to time, the undersigned shall indemnify, defend, and hold harmless Lehigh Valley Auto Auction its affiliates, subsidiaries, officers, directors, employees, successors and assigns from and against any/all loss, damages, liability, claims, causes of action, and expenses of whatever kind of nature arising from the execution of filling out by Lehigh Valley Auto Auction or its employees or agents of any certificates of titles, odometer statements, bills of sale, or any other document necessary or helpful to the ownership transfer of vehicles purchased or sold by the undersigned through Lehigh Valley Auto Auction notwithstanding the foregoing, nothing contained herein shall be construed to require the undersigned to indemnify Lehigh Valley Auto Auction its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from any loss resulting from any gross negligence or willful misconduct of Lehigh Valley Auto Auction and its employees or agents.

This Power of Attorney shall be effective as of the date signing hereof and shall continue in full force and effect until written notice of termination is provided by either of the undersigned.

Dealer Consignment Contract: This is a blanket Consignment Contract covering all vehicles auctioned at Lehigh Valley Auto Auction for the aforementioned dealer. This consignment contract is in force from the date of the contract until such time as the dealer is no longer a Licensed PA Dealer. Fees-See attached dealer Buying and Selling Fee Schedule. I certify that all vehicles offered for auction will:

- Have a current PA inspection or rejection while in my possession (Public Only)
- Have a clear and marketable title free from all liens, loans or encumbrances
 - Required Announcements: The following MUST be announced when selling a vehicle regardless of the selling light (Red or Green)
 - A: Frame/Unibody or Flood Damage
 - B: Odometer Problems
 - C: Branded Title, Major Damage or Salvage History
 - D: Lemon Law/ Manufacturer Warranty Buy Back
 - E: Missing or Deployed Airbags
 - F: Reassigned VIN
 - G: Former Taxi or Police Vehicle
 - H: Cracked Block, Head or Head Gasket
 - I: No A/C, or compressor seized on last 3 model years
- Be represented honestly and fairly. It is the seller who determines which light a vehicle sells under
- Seller MUST verify the accuracy of announcements and light system for ALL of their consigned vehicles
- I will reimburse LVAA in FULL (including any applicable fees) if the vehicle is returned/repurchased by LVAA
- I agree to abide by and any future auction policy changes that affect the Consignment Contract

All vehicles registered for the sale get a total of four consecutive runs not including Saturdays (8 total runs), after the fourth run the vehicle needs to be removed from the auction. If the vehicle is not removed, you will be subject to a fee of \$35.00 for every additional run. Vehicles removed from the sale and parked in the customer parking lot will be towed and parked in until the storage and tow fee of \$100.00 is satisfied.

Acknowledgement and Acceptance:

The auction's policies and procedures document (available in our office during regular business hours) applies to all buyers, both Public and Dealer. Additionally, there are a few new Dealer specific policies 1. For all NEW dealers, the auction reserves the right to hold in its possession titles for any/all vehicles purchased and paid for by check/draft until payment has cleared and been received into the auction's account; 2. With the exception of title issues as "Title Delay", all titles and checks are available for pick up in the auction's office, titles and checks can be mailed upon request for \$8.00 fee; 3. The auction participates with various dealer floor plan financing companies, there will be a \$25.00 fee (per auction sale date) for any dealer who wishes to floor plan their vehicle(s) purchases, in order to cover administrative costs.

I have received, read, understand and agree to the Lehigh Valley Auto Auction's policies, terms and conditions and will abide by them when selling vehicles and agree to indemnify and hold harmless Lehigh Valley Auto Auction from any claims made against it or arising from any and all transactions.

Company Name

Date

Signature (Owner)

Printed Name