



**Burlington Auto Auction Inc.
2475 N. Church St.
Burlington, NC 27217
www.burlingtonaa.com
Tel#: (336)506-0760 Fax#: (336)506-0773**

In order to finalize your registration, we must have a completed dealer registration package, and also we need the current copies of the following:

- Dealer's License**
- State driver's license**
- Sales Rep. License**
(for anyone authorized to buy and/or sell for your dealership)
- Social Security # & FEIN #**

To be approved for check writing privileges a dealer must bring:

- Bank reference letter or**
Copy of a voided company check

Thank you for your interest in Burlington Auto Auction Inc.

Dealer Registration Application

Dealership Information

Dealer Name: _____ DBA (if applicable) : _____
Physical Address: _____ P.O Box: _____
City: _____ State: _____ Zip: _____
Phone #: _____ Alt Phone #: _____
Fax #: _____ E-mail: _____
Yrs. in Business: _____ Business Type : _____ Corporation _____ Partnership _____ Sole Proprietor
Dealer Type: _____ Franchised Dealership _____ Used _____ Wholesale Only
EIN #: _____

Owner / Officer Information

Name: _____ Title: _____
Driver's License #: _____ SS#: _____
Home Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____ Alt Phone #: _____

Co-Owner / partner Information

Name: _____ Title: _____
Driver's License #: _____ SS#: _____
Home Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____ Alt Phone #: _____

Auction References: _____ Phone #: _____
Auction References: _____ Phone #: _____
Auction References: _____ Phone #: _____

Owner Signature: _____ Date: _____

Co-Owner/ Partner Signature: _____ Date: _____

**Power of Attorney
Indemnity and Harmless Agreement**

I, _____ of _____,
appoints Burlington Auto Auction Inc. as a dealers agent with full and complete Power of Attorney, and authority to sign Odometer Disclosure Statements, Title Documents, Auction Invoices and/or other documents as required on the dealer's behalf with regard to any/all motor vehicles owned by the dealer which are sold thru Burlington Auto Auction and to do any act or thing necessary to conduct such transactions for the dealer. The dealer will hold harmless either the auction employee agents, from all losses or expenses incurred by the auction as a result of either, the auction acting as a dealer agent.

Name of Dealer: _____ Phone #: _____

Signature: _____ Date : _____

(Printed signature of authorized agent as it appears on Driver's License)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS:

Date: _____ County: _____ State: _____

(Name(s) of Principal(s))

Notary Signature: _____

Printed or Typed Name: _____

(SEAL)

My Commission Expires: _____

Title Delivery Agreement

Titles will only be mailed if requested. Otherwise, they will remain here until they are picked up. You will need to provide your information below in order to have the titles sent. **Please be advised in the event you wish to have the titles regular mailed, packages will be sent on Thursdays. Burlington Auto Auction Inc. will not be responsible for lost or damaged packages.

Date: _____

Print Name: _____ Signature: _____

Hold for pickup: ___ Yes ___ No

Fedex Account #: _____

UPS Account #: _____

Service: Priority ____, 2-day ____, Standard ____, Ground ____, Regular Mail ____

Mailing Address:

Marketing Consent Form

Dealership Name: _____

Dealership Address: _____

City: _____ State: _____ Zip: _____

Telephone #: _____

Fax #: _____

E-Mail: _____

I understand that by providing my mailing address, e-mail address, telephone number and fax number, the dealer named above consents to receive sent by on behalf of Burlington Auto Auction Inc. via regular mail, e-mail, telephone, fax or in person.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Bank Reference Form

Dealer Complete:

Dealer Name: _____ Bank: _____
Address: _____ Address: _____
City: _____ City: _____
State: _____ Zip: _____ State: _____ Zip: _____
Phone #: _____ Phone #: _____
Fax #: _____ Fax #: _____
Dealer Lic. #: _____ Account #: _____

I hereby authorize the above bank to release the information requested to BURLINGTON AUTO AUCTION. I hereby authorize BURLINGTON AUTO AUCTION INC. to request the financial data needed to approve my registration.

Authorized signature/ title: _____ Date: _____

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BANK COMPLETE :

Your bank has been listed by the above dealer as the principal banking reference. BURLINGTON AUTO AUCTION INC. is a wholesale automobile auction for licensed new and used car dealers. We require that all dealers who do business with us to establish their financial credibility. Please answer the following questions concerning the status of the referenced account. This information will be held in strict confidence and will be used for our purpose only:

Date account established: _____
Telephone #: _____ Fax #: _____
Account Type: _____
Account rate: ____ Good ____ Fair ____ Poor
Average account balance: ____ 3 Figures ____ 4 Figures ____ 5 Figures
Accepts Overdrafts on the account: ____ Yes ____ No
Insufficient Check History: _____ Common _____ Uncommon
Number of NSF's in the last 12 months: _____
Bank Rep Name: _____
Signature: _____
Title: _____ Date: _____
Phone #: _____

Bank Stamp Here

Addition/ Removal of Dealers Authorized Agent

Dealerships Name: _____

1 Agents Full Name: _____

Phone Number: _____ Cell INumber: _____

Sales Rep. License: _____

E-mail: _____

Authorized to: _____ Buy Vehicles _____ Sell Vehicles _____ Sign Checks

Remove this Authorized Agent: _____ Date: _____

2 Agents Full Name: _____

Phone Number: _____ Cell Number: _____

Sales Rep. License: _____

E-mail: _____

Authorized to: _____ Buy Vehicles _____ Sell Vehicles _____ Sign Checks

Remove this Authorized Agent: _____ Date: _____

3 Agents Full Name: _____

Phone Number: _____ Cell Number: _____

Sales Rep. License: _____

E-mail: _____

Authorized to: _____ Buy Vehicles _____ Sell Vehicles _____ Sign Checks

Remove this Authorized Agent: _____ Date: _____

4 Agents Full Name: _____

Phone Number: _____ Cell Number: _____

Sales Rep. License: _____

E-mail: _____

Authorized to: _____ Buy Vehicles _____ Sell Vehicles _____ Sign Checks

Remove this Authorized Agent: _____ Date: _____

5 Agents Full Name: _____

Phone Number: _____ Cell Number: _____

Sales Rep. License: _____

E-mail: _____

Authorized to: _____ Buy Vehicles _____ Sell Vehicles _____ Sign Checks

Remove this Authorized Agent: _____ Date: _____

Owner/Officer Signature: _____ Date: _____

Dealer Registration Guaranty Agreement

In consideration of Burlington Auto Auction Inc., (hereinafter called Auction) allowing _____ (hereinafter called Dealer) to buy and sell motor vehicles through the auction. The undersigned dealer agrees to the following:

1. Dealer guarantees and warrants that the title to each motor vehicle sold by the Dealer thru the Auction will be good and free/clear of all liens and encumbrances, whatsoever, that Dealer owns each motor vehicle and that Dealer has the lawful right to sell each motor vehicle . This warranty does not cover more technical defects which can be removed by execution and delivery of the title documents or documents in support thereof, and inures only the Dealer who purchase the motor vehicle through the Auction. Failure of the purchasing Dealer to furnish full particulars of any claim within (5) business days after receiving notice of the same shall void this title warranty. The purchasing Dealer shall not surrender possessions of a motor vehicle except as required by legal process, nor shall such Dealer pay or acknowledge any claim to the title of a motor vehicle without the approval of the Auction, this warranty does not protect against claims affecting the motor vehicle that are known to the purchasing Dealer at the of sale, and does not apply to titles for boats, campers, trailers, or recreational units. Selling Dealer then has (7) business days to correct any issue or risk grounds for cancellation of the sale.
2. Dealer is fully responsible and liable and holds the Auction harmless for, and indemnifies, all actions, activities, and injuries caused to others or themselves by persons authorized by Dealer to represent Dealer at the Auction. Dealer must report any changes in authorization to auction in writing; however, deauthorized shall be effective until the owner/officer signs the removal of Dealers' Agent Form.
3. Dealer guarantees full payment of any debt of Dealer to Auction for services of any nature whatsoever rendered by, or on behalf of Auction, including any checks or drafts issued by the Dealer or any Dealer's representative and acknowledges that all financial obligations of the Dealer to the Auction will accrue interest at the highest rate allowed by law.
4. Dealer unconditionally guarantees the accuracy of the Odometer Mileage Statements given by, or on behalf of, the Dealer in all sales of motor vehicles sold through the Auction, regardless of whether the Dealer is at fault.
5. If Dealer fails to pay the Auction for a motor vehicle purchased by the Dealer through the Auction, the Auction will be allowed to sell the vehicle to mitigate its loss without notice to the undersigned, and the Dealer will be fully liable to the Auction for deficiency, including incidental and consequential damages. Notice of resale required by the Uniform Commercial Code or any other law is waived.
6. 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 or compromise with the Dealer without notice to them and without discharging or affecting their liability. This guarantee is continuing, and the Dealer waives notice of acceptance, hereof , as well as presentment and Demand the Dealer liable as principal debtor and not merely as surety, and bankruptcy are any assignment in favor of creditors of the Dealer shall not affect the enforceability of this agreement.
7. Dealer unconditionally agree to reimburse Auction for any loss, damage, expense, or costs, including attorney's fees, incurred by the Auction as a result of any obligation arising pursuant to

this agreement or as a result of any transaction in which the Dealer is involved at the Auction, including payment made by the Auction for valid business reasons, even if the Auction is not legally obligated to the payee. Venue for any civil action by or against the Auction shall be in any county in the state of North Carolina, at the Auctions sole option, and the Dealer consents to the personal jurisdiction of any Court of competent jurisdiction in North Carolina

8. The Auction guarantees to the Seller payment of all checks and drafts for drafts for motor vehicles sold through the Auction upon receipt of title which is good, free and clear of all liens and encumbrances.
9. Dealer will have sufficient funds on deposit to pay and draft or check delivered by Dealer to the Auction with regard to any transaction at the Auction, such funds remain on deposit until such check or draft is paid.
10. Failure of the selling Dealer to deliver to the Auction title properly re-assigned for the purchasing Dealer, within 30 days from the date of sale is grounds for cancelation of the sale by the purchasing dealers. If notice of cancelation of the sale is received by the Auction, in writing, prior to delivery of the properly re-assigned title to the Auction by the selling Dealer after the waiting period, selling Dealer assumes all responsibility.
11. Dealer is bound by all rules and regulations of the Auction as such rules and regulations are amended from time to time.
12. Dealer is obligated to promptly pay for any motor vehicle purchased by the Dealer through the Auction upon the delivery of the title properly re-assigned to the Dealer by the selling Dealer.
13. The parties agree that the Auction is merely performing, the Auction services for the selling and purchasing Dealers, and all transactions which occur at the Auction are transactions between the selling and purchasing Dealers, and the Auction is neither a buyer, seller, transferor or transferee by reason of having provided Auction services to such Dealers. The Auction does not provide any warranty or guarantee of any nature whatsoever not specifically set forth in this agreement, including, but not limited to, warranties of merchantability of fitness for a physical purpose, and the auction does not in any manner whatsoever warrant the accuracy of odometer mileage statements, or mechanical or physical condition of any motor vehicle.
14. This instrument shall bind the respective heirs, executors, administrators, and assigns of the Dealer, and shall insure to the benefit of the Auction, its successors, assigns, and subrogates.
15. When there is more than one signatory to this agreement each signatory shall be jointly and severally liable under this agreement. The undersigned understands he/she is signing this guaranty contract, both in his/her capacity as an owner or officers of the Dealer, and in their individual capacity.

I do hereby state that I have received the Dealer registration package and a summary of Burlington Auto Auction Inc. rules and regulations.

Signature/ title: _____ Date: _____

Signature/ title: _____ Date: _____

Dealer Name: _____ Dealer #: _____

Burlington Auto Auction Inc., Representative:

Signature _____ Date: _____