



MID-STATE AUTO AUCTION

310 BACH AVENUE, P.O. BOX 100
NEW YORK MILLS, MN. 56567

info@msaany.com

TELEPHONE	218-385-3777
FAX PHONE	218-385-3232
WATS	800-458-5506

Dealership Registration -- Auction Access Member

Thank you for your interest in attending our Auction. We look forward to providing you with the highest quality of service. We have been providing our service to dealers nationwide and in Canada and Mexico since 1983. Mid-State Auto Auction is located at 310 Bach Avenue in New York Mills, MN. Our sales are every Friday at 10:00 AM. Mid-State Auto Auction and its staff of one hundred full and part time employees look forward to providing you with an outstanding experience.

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

- Email: info@msaany.com
- Fax: 218.385.3232
- Mail: PO Box 100, New York Mills, MN 56567

Include with your completed information the following items:

Dealership Name: _____

Auction Access#: _____

- Copy of your Dealers License
- Sales Tax Certificate
- Copy of your Security Bond & Insurance Certificate

All that remains will be to take pictures for your Auction Access cards when you join us on sale 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 Mid-State Auto Auction
Sincerely,
The Staff of Mid-State Auto Auction

Mid-State Auto Auction & Auction Access Registration Checklist

Required Documents

- Copy of Dealers License
- Copy of Sales Tax Certificate (Retail Dealers)
- Copy of Security Bond & Insurance Certificate
- Title Clerk Authorization – Filled out, Signed, and Notarized
- Letter of Guaranty – Signed & dated
- Title Handling Method

Certificate of Exemption

Purchaser: Complete this certificate and **give it to the seller.**

Seller: If this certificate is not fully completed, you must charge sales tax. Keep this certificate as part of your records.

This is a blanket certificate, unless one of the boxes below is checked, and remains in force as long as the purchaser continues making purchases, or until otherwise cancelled by the purchaser.

Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____.

If you are a contractor and have a purchasing agent agreement with an exempt organization, check the box to make multiple purchases for a specific job. Enter the exempt entity name and specific project:

Exempt entity name _____ Project description _____

Type or print	Name of purchaser _____			
	Business address _____	City _____	State _____	Zip code _____
	Purchaser's tax ID number _____		State of issue _____	
	If no tax ID number, enter one of the following:	FEIN _____	Driver's license number/state issued ID number _____	number _____
	Name of seller from whom you are purchasing, leasing or renting _____			
	Seller's address _____	City _____	State _____	Zip code _____

Type of business. Circle the number that describes your business.

- | | | |
|------------------|---|---------------------------------------|
| Type of business | 01 Accommodation and food services | 11 Transportation and warehousing |
| | 02 Agricultural, forestry, fishing, hunting | 12 Utilities |
| | 03 Construction | 13 Wholesale trade |
| | 04 Finance and insurance | 14 Business services |
| | 05 Information, publishing and communications | 15 Professional services |
| | 06 Manufacturing | 16 Education and health-care services |
| | 07 Mining | 17 Nonprofit organization |
| | 08 Real estate | 18 Government |
| | 09 Rental and leasing | 19 Not a business (explain) _____ |
| | 10 Retail trade | 20 Other (explain) _____ |

Reason for exemption. Circle the letter that identifies the reason for the exemption.

- | | | |
|----------------------|---|---|
| Reason for exemption | A Federal government (department) _____ | I Agricultural production |
| | B Specific government exemption (from list on back) _____ | J Industrial production/manufacturing |
| | C Tribal government (name) _____ | K Direct pay authorization |
| | D Foreign diplomat # _____ | L Multiple points of use (services, digital goods, or computer software delivered electronically) |
| | E Charitable organization # _____ | M Direct mail |
| | F Educational organization # _____ | N Other (enter number from back page) _____ |
| | G Religious organization # _____ | O Percentage exemption |
| | H Resale | <input type="checkbox"/> Advertising (enter percentage) _____% |
| | | <input type="checkbox"/> Utilities (enter percentage) _____% |
| | | <input type="checkbox"/> Electricity (enter percentage) _____% |

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief. (PENALTY: If you try to evade paying sales tax by using an exemption certificate for items or services that will be used for purposes other than those being claimed, you may be fined \$100 under Minnesota law for each transaction for which the certificate is used.)

Sign here	Signature of authorized purchaser _____	Print name here _____	Title _____	Date _____



Title Clerk Authorization

Mid-State Auto Auction

The undersigned, and its subsidiaries hereby duly appoint Mid-State Auto 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 Mid-State auto Auction for sale, including with-out limitation, any title, title transfer document, reassignment of odometer disclosure statements as required by federal or state law.

In consideration of Mid-State Auto Auction's agreement to execute such documents on behalf of the undersigned from time to time, the undersigned shall indemnify, defend, and hold harmless Mid-State Auto 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 Mid-State Auto 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 Mid-State Auto Auction from any loss resulting from any gross negligence or willful misconduct of Mid-State Auto Auction or its employees or agents.

This Authorization shall be effective as of the date of signing 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#: _____

Signature of Owner/Officer: _____

Printed Name of Owner/Officer: _____

Notary:

State of: _____ County of: _____

On _____ before me, (name of Notary) _____ appeared (name & title of owner/officer of company) _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

My Commission expires: _____



Letter of Guaranty

Mid-State Auto Auction (a Bob Thompson Motor Co. company)

In consideration of the Auction allowing Dealer to buy and sell motor vehicles through the 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 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 as to any such motor vehicle. The undersigned further guarantees full payment of any debts of Dealer to Auction, including any checks or drafts issued by Dealer or any Dealer's representatives, together with any loss of expense incurred by Auction in collecting or attempting to collect such debt, including attorney's fees.

The undersigned acknowledges that Auction 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, protest, 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 the Seller, the Purchaser, and Mid-State Auto Auction that the Auction does NOT provide insurance for theft, fire, hail, or any other damage to a motor vehicle. Mid-State Auto Auction is NOT RESPONSIBLE for the loss of, or damage to a vehicle because of theft, fire, hail, or other damage to a motor vehicle. Mid-State Auto Auction does NOT furnish liability insurance while said vehicle is being operated, either on or off public streets and highways.

While Mid-State Auto Auction does assist in locating drivers for Seller and Purchaser to drive vehicles to or from Mid-State Auto Auction's premises to the Seller and/or Purchaser's premises, such drivers are not employees of Mid-State Auto Auction and Mid-State Auto Auction 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 Auction may, in its discretion, 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 Auction premises shall preclude Buyer from asserting any and all claims concerning said vehicle.

The Buyer and Seller hereby agree that Mid-State Auto Auction is acting and shall act as their mutual agent in the sale of a vehicle. Seller hereby instructs Auction 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 Auction'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 Auction, 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 #: _____

Witness Print: _____

Owner/Officer print: _____

Witness Sig.: _____

Owner/Officer Sig.: _____

Owner/Officer print: _____

Owner/Officer Sig.: _____



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Title Handling Method

Dealership Name: _____

Dealership Auction ACCESS #: _____

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 AUCTION
- REGULAR US MAIL
- FEDEX (YOUR FEDEX ACCOUNT # _____)
- UPS (YOUR UPS ACCOUNT # _____)
- OTHER (PLEASE SPECIFY): _____

Address to send titles, if different than mailing address:

Acknowledgment

Signature: _____

Printed Name: _____ Date: _____