

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 -- Non Auction Access

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:

- 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
- Copy of Company check (if completing the Bank Authorization)
- Copy of Security Bond & Insurance Certificate
- Title Clerk Authorization – Filled out, Signed, and Notarized
- Letter of Guaranty – Signed & dated
- Title Handling Method
- 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
- Bank Authorization Letter: (optional: only completed if you plan to pay with checks. If not completed you will be placed on Cash Only status requiring cash deposits prior to sale.)
- Bank Reference Letter: optional (must be filled out by your Bank Officer if you plan to write checks. The Business Account must have been established at least six months).
- Individual Authorization Letter: must complete one for each individual representative. Must be signed by representative. Must include Social Security number, Driver's License number including issue and expiration dates, and birth date. Please fill in all other fields that apply.
- Dealer Authorization of an Individual: One per representative, must be signed by owner/officer/manager.

At the auction, Dealer Registration will need to scan ID's and take pictures for Auction Access cards.



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: _____

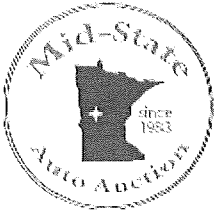
On _____ before me, (name of Notary) _____
appeared (name & title of owner/officer of company) _____, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their 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 herby 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 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 herby 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 herby agree that Mid-State Auto Auction is acting and shall act as their mutual agent in the sale of a vehicle. Seller herby instructs Auction to sell said vehicle. Buyer and Seller herby state that they have read and understood the same and herby 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.: _____



Registration Application

Dealership Information

Dealership AuctionACCESS ID: _____

Trade or DBA Name: _____

Legal Name (if different): _____ Date Business Started: _____

Federal ID: _____
(US-EIN, MX-RFC, CA-GST/BIN, International-Owners Passport)

RIN (Canadian Province of Ontario only): _____

Check only one Sole Proprietorship General Partnership Limited Partnership
 Company Type: Business Corporation Limited Liability Company Unlimited Liability Corporation

Business Types

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: _____ Colony (if applicable): _____

St/Prov (if applicable): _____ Postal Code: _____ Country: _____

Mailing Address: _____

City: _____ Colony (if applicable): _____

St/Prov (if applicable): _____ Postal Code: _____ Country: _____

Bus. Phone Number: _____ Bus. Fax Number: _____

Email Address: _____ Website Address: _____

Agreement

Dealership AuctionACCESS ID: _____

You, the undersigned entity and individuals, hereby authorize AutoTec, LLC, its affiliate Auction Insurance Agency("AIA"), and those customers that subscribe to AutoTec's AuctionACCESS system (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions) (collectively, "Customers") to provide, obtain, store, use, and share amongst themselves, and externally, as each sees fit, the information contained on this application, on any other forms provided to AutoTec, and other information regarding you and/or your dealings with each, including transaction, bank, and credit information and consumer reports. You acknowledge that AutoTec provides such information to 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 in the automobile auction or dealer 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 application, any exhibits hereto, and AutoTec's Terms and Conditions as they may be amended from time to time and posted on www.AuctionACCESS.com, (2) warrant 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) acknowledge that registration in the AuctionACCESS 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) agree to be bound by the policies and procedures of each Customer at which you register or transact with your AuctionACCESS credentials, (5) agree that AutoTec, AIA, and each Customer, on their own behalf or on behalf of their respective customers and business partners may contact you for any commercial or advertising purpose using the telephone numbers (whether business, home, or mobile numbers), fax numbers, e-mail addresses, and/or other contact information provided on this form, or otherwise used in connection with your business, and (6) agree to disclose AuctionACCESS numbers only to AutoTec Customers.

You agree that these terms and any other commitments or account forms submitted to AutoTec, 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 _____

Owners

Owner Name	Owners AA ID	Owner Name	Owners AA ID
_____	_____	_____	_____
_____	_____	_____	_____

References

Auction Name	Phone Number
_____	_____
_____	_____

Franchise Information

Franchise Name	Franchise Number	Franchise Name	Franchise Number
_____	_____	_____	_____
_____	_____	_____	_____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶

Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



Bank Authorization Letter

To Whom It May Concern:

In order to enable the undersigned dealership to participate in AutoTec's AuctionACCESS System and thereby enhance its automotive business and ability to utilize bank accounts in connection with the same, you are hereby authorized to do the following:

- ◆ Release financial credit information, including account statements and credit reports, to AutoTec, LLC, its affiliate Auction Insurance Agency, and those customers that subscribe to AutoTec's AuctionACCESS System (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions and customers) ("Customers").
- ◆ Include the information contained in the attached Bank Reference Letter regarding the undersigned dealership and its business checking and other accounts as requested by the AuctionACCESS Customer, AutoTec, LLC, and/or Auction Insurance Agency.
- ◆ Share this information with the AuctionACCESS Customers with whom I wish to register.

The information will be used for business purposes in connection with the AuctionACCESS System and/or affiliated programs provided for subscribing Customers. We have agreed that our online or digital signature to this and other forms is binding as if personally signed. Thus, you may rely on any system generated acknowledgment stamp with IP address below.

Dealership AuctionACCESS ID: _____

Dealership Name: _____

Dealership Address: _____

Your prompt attention in answering the Bank Reference Letter will be greatly appreciated.

Sincerely,

By: _____
Printed Name of Authorized Signer (Owner/Officer/Manager)

Its: _____
Title of Authorized Signer (Owner/Officer/Manager)

Signature of Authorized Signer (Owner/Officer/Manager)



Individual Authorization Letter

Agreement

Date: _____ Individual's AuctionACCESS ID: _____

To Whom It May Concern:

You, the individual referenced below ("Individual" or "you"), wish to register, as of the date listed above, with AutoTec, LLC's AuctionACCESS System. You hereby authorize AutoTec, LLC, its affiliate Auction Insurance Agency, and those of its customers that subscribe to AutoTec's AuctionACCESS System (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions) and at which you deal (or otherwise provide any AuctionACCESS number) at any time ("Customers") to provide, obtain, store, use, and share amongst themselves, and externally, as each sees fit, the information contained on this application, on any other forms provided to AutoTec, and other information regarding you and/or your dealings with each, including transaction, bank, and credit information and consumer reports. You understand that AutoTec 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 AutoTec's Terms and Conditions (as they may be amended from time to time) posted on www.AuctionACCESS.com, (2) warrant that you are solvent and the information provided herein is complete, accurate, and truthful, (3) acknowledge that registration in the AuctionACCESS System 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 AutoTec, LLC, Auction Insurance Agency, and subscribing Customers may contact you, or 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 AuctionACCESS numbers only to subscribing Customers. You agree that these terms and any other commitments or account forms submitted by you to AutoTec, 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: _____ Please select ID type US: SSN ITIN Mexico: CURP Other: N/A

Printed Legal Name of Individual _____

Individual Signature _____

Photo Identification

Driver's License State/Province Issued ID Passport Voter Registration Card (Mexico Only)

Photo ID Number: _____ State/Province or Country: _____

Issue Date: _____ Expiration Date: _____

Contact Information

Home Address: _____

City: _____ Colony (if applicable): _____

State/Province (if applicable): _____ Postal Code: _____

Country: _____ Email: _____

Mobile Telephone: _____ Home Telephone: _____



Dealership Authorization of an Individual

Dealership Name: _____ Dealership AuctionACCESS ID: _____

Printed Legal Name of Individual _____ Individual's AuctionACCESS ID _____ Date of Birth _____

Add or Change Roles

By signing or clicking approval below, the dealership referenced above ("you", "your", or "yours") authorizes AutoTec, LLC ("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).

- Representative
- Owner
- Officer/Manager
- Driver

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 and with us and our subscribing AuctionACCESS customers ("Customers"), including affiliates; (ii) the 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 AutoTec Terms and Conditions (as they may be amended from time to time and posted on www.AuctionACCESS.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, AutoTec, LLC, 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.

Use of the AuctionACCESS System is open only to licensed dealers and their business associates and is a privilege, not a right. You may authorize and register only those individuals who are bona fide employees or independent contractors for your dealership. Retail buyers or others not affiliated with your business are not eligible to use the System. By signing or clicking approval below, you also certify that the Individual is affiliated with your business and is eligible to use the System. We reserve the right to immediately terminate any authorization obtained for ineligible persons and the right to terminate your AuctionACCESS membership if you authorize a person who is not eligible to use the System, as well as the right to terminate either or both without cause in our sole discretion.

You agree that these terms and any other commitments or account forms submitted to AutoTec, 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

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: _____