



**DEALERSHIP REGISTRATION FORM**

**COMPLETING REGISTRATION**

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Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Copies of the following documents will be required to complete registration:

Check Here

- \_\_\_\_\_ 1. Current Dealer's License (must be for the address of the business)
- \_\_\_\_\_ 2. Surety Bond
- \_\_\_\_\_ 3. Seller's Permit (showing sales tax number for address of the business)
- \_\_\_\_\_ 4. Driver's License
- \_\_\_\_\_ 5. Three Months Bank Statements (submit for consideration to make payments with business checks)
- \_\_\_\_\_ 6. Signed Auction Rules and Policies
- \_\_\_\_\_ 7. Registration Information
- \_\_\_\_\_ 8. Security Interest (initial required)
- \_\_\_\_\_ 9. Bank & Credit Authorization (initial required)
- \_\_\_\_\_ 10. California Certificate of Resale (initial required)
- \_\_\_\_\_ 11. Personal Guaranty
- \_\_\_\_\_ 12. Indemnity & Hold Harmless Agreement
- \_\_\_\_\_ 13. Title Mailing Method
- \_\_\_\_\_ 14. W9 Form

Submitting Registration:

**In Person:** copies of the above documents and the completed forms should be brought to WSM Auctions at 2701 Auto Mall Drive, Bakersfield CA 93313. Upon approval of application a photo ID will be issued. ID's are required to enter auction facilities.

**By Fax:** registration Packet may be obtained on-line. Copies of the above documents and the completed forms can be faxed to (661) 829-6928, attn: Dealer Registration. Applicants will be notified by phone upon approval of application. Once approved, applicants must bring a valid driver's license to WSM Auctions at 2701 Auto Mall Drive, Bakersfield CA 93313 and be issued a photo ID. ID's are required to enter auction facilities.

**Questions:** for questions about registration with WSM Auctions please call (661)829-6924. Information regarding registration and copies of the necessary forms are also available online at [www.wsmauctions.com](http://www.wsmauctions.com).



**WSM AUCTIONS**  
www.wsmauctions.com

2701 Auto Mall Drive - Bakersfield, CA 93313  
(855) 236-7967 or (661) 829-6924

<h2>DEALERSHIP REGISTRATION FORM</h2>
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**COMPANY INFORMATION**

Company: \_\_\_\_\_  
Dealer Lic #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Fed Tax ID/SS #: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Business Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

**OWNER INFORMATION**

Owner's Full Name: \_\_\_\_\_  
Social Security #: \_\_\_\_\_ Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVES**

*The persons named below as the Authorized Representatives are the primary contact between the Auction and the Dealer. They are authorized to sign all official documents for the Dealer, including checks and drafts, and is also authorized to buy and sell vehicles. This authorization shall remain in full force and effect unless terminated in writing by the Dealership. Such termination shall be effective upon Auction's acknowledgement of receipt. I understand that the representatives indicated herein are acting as the Dealership's agents and can legally bind the Dealership.*

Authorized Rep's Name: \_\_\_\_\_ Driver's License #: \_\_\_\_\_  
Contact #: \_\_\_\_\_ Sales Person License #: \_\_\_\_\_  
Additional Representative: \_\_\_\_\_ Driver's License #: \_\_\_\_\_  
Contact #: \_\_\_\_\_ Sales Person License #: \_\_\_\_\_  
Additional Representative: \_\_\_\_\_ Driver's License #: \_\_\_\_\_  
Contact #: \_\_\_\_\_ Sales Person License #: \_\_\_\_\_



**DEALERSHIP REGISTRATION FORM**

*Initial:* \_\_\_\_\_ **GRANT OF SECURITY INTEREST**

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The Auction hereby retains and the Dealership hereby grants a security interest in all vehicles through the Auction to guaranty payment of all sums due on account. The prevailing party in any litigation between Dealership and the Auction shall be awarded reasonable attorney’s fees, including fees for the cost of collection. Venue of any action shall be in the Judicial District in which the Auction is located, and the law of the State of California shall govern.

*Initial:* \_\_\_\_\_ **BANK AND CREDIT AUTHORIZATION**

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The undersigned dealer or dealership hereby authorizes the Auction to obtain a written bank/credit report regarding the dealership (which includes authorization to check the credit of the undersigned dealer if business is conducted as a sole proprietorship at any time, until this authorization shall be terminated in writing by the dealership. Dealer further represents that within the last five years he has not filed bankruptcy, has not been the subject of a DMV administrative action or other regulatory, administrative, or criminal action, has not been sued by another Auction, and has not been involved in any civil action that would impair Dealer’s ability to pay for vehicles purchased through the Auction, except as follows:

Auction is relying on the bank/credit representatives made by Dealership in granting Dealership Auction privileges including the ability to purchase and sell vehicles through the Auction.

*Initial:* \_\_\_\_\_ **CALIFORNIA CERTIFICATE OF RESALE**

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THE UNDERSIGNED HEREBY REPRESENTS: that the dealer holds a valid Seller’s permit No. \_\_\_\_\_ issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling Motor Vehicles that the tangible personal property described herein which they shall purchase from Auction will be resold by the undersigned in the form of tangible personal property; provided, however, that in the even any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that they are required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount. Description of property to be purchased: Motor Vehicles.

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_



**DEALERSHIP REGISTRATION FORM**

**PERSONAL GUARANTY**

The undersigned hereby personally guarantees all obligations of the applicant Dealership, including without limitation all sums due for payment on vehicles, auction charges, etc. This Guaranty is given as additional security to secure the payment or performance by the dealership herein, hereafter the "Dealership", of all obligations and sums due and to become due, hereafter the "Debt", from Dealership to Auction. The undersigned Guarantor(s), and each of them, jointly and severally unconditionally guarantee and promise to pay to Auction, or order, on demand, in lawful money of the United States, the Debt due Auction. Guarantors waive notice of acceptance of this Guaranty and waive diligence on the part of the Auction in collection of Debt. Auction shall have the privilege of granting such renewals and extensions as Auction may deem proper. Guarantors further expressly waive notice of nonpayment, protest, and notice of protest with respect to the indebtedness covered by this instrument.

This Guaranty is in addition to such other security as Auction now or hereafter may have. Auction may surrender or release all or any portion of such other security without affecting the Guaranty. It shall not be necessary for Auction to enforce payment by Guarantors of the Debt, to first institute suit, or to pursue or exhaust remedies against Dealership, or against any other security that Borrower may have given Auction. Guarantors acknowledge that this guaranty is in effect and binding on Guarantors without reference to whether it is signed by any other person or persons. Guarantors agree that this Guaranty shall continue in full force and effect notwithstanding the death of Guarantors, or the release by agreement or by operation of law of, or the extension of time to, any other guarantor or guarantors, if any, as to the obligations then existing. Liability of the Guarantors hereunder shall not be affected or impaired by the existence, from time to time, of an indebtedness or liability of the Dealership to Auction in excess of the amount of this Guaranty.

This Guaranty agreement shall remain in full force and effect until all of the Debt has been fully paid, and shall be binding upon Guarantors, and each of them, their heirs, successors, executors, administrators, and legal representatives and, along with all rights and benefits existing and to exist hereunder, shall inure to the benefit of and be available to Auction, and each of them and their respective successors and assigns. Guarantors agree that the obligations of the Guaranty agreement shall be governed by the laws of the State of California. In the event that legal action is commenced to enforce the performance and any payment that may become due under this Guaranty, Guarantors, without demand, shall pay Auction, or any of them, such reasonable attorney's fees and costs as shall be determined by the court.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY EXECUTES THIS PERSONAL GUARNTY this day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

**GUARANTORS**

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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**DEALERSHIP REGISTRATION FORM**

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

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\_\_\_\_\_, (herein after called "DEALER"), whose principle place of business is at:

Physical Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

, shall indemnify, defend and hold harmless the Auction, subsidiaries, affiliates, directors, officers, agents and employees, from and against any liability, loss, damage, cost, expense, claim, suit or demand, including, without limitation, attorney's fees and other legal cost, resulting from, arising out of or connected with, directly or indirectly, any of the following: (a) purchase and sale of Consigned Vehicles, including, without limitation, title services provided by Auction, odometer mileage, odometer mileage statements, breach of DEALER'S warranty of title, or alleged misrepresentations of a DEALER regarding vehicle title, history or condition; and (b) breach by DEALER of any other terms set forth by Auction.

AGREED TO AND ACCEPTED by (Legal Company Name): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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<b>DEALERSHIP REGISTRATION FORM</b>
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TITLE MAILING METHOD

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**PLEASE CHOOSE ONE OF THE FOLLOWING METHODS OF MAILING FOR VEHICLE TITLES PURCHASED AT WSM AUCTIONS:**

\_\_\_\_\_ Hold Titles (Titles will be held at the Auction pending pick-up by your Authorized Rep.)

\_\_\_\_\_ Regular Mail (PLEASE NOTE: the Auction is NOT responsible for lost titles processed through regular mail)

\_\_\_\_\_ Fed Ex Account #: \_\_\_\_\_



## DEALERSHIP REGISTRATION FORM

**\*\*Lack of knowledge of the Auction rules/policies will not release dealers of their obligation to abide by these rules and policies. The Auction reserves the right to refuse service to anyone.\*\***

**Dealer's Auction:** Only authorized representatives of licensed dealers whose applications have been approved are allowed to participate in this Auction. ***Retail buyers are prohibited.***

**Auction Disclaimer:** The Auction makes no representations warranties or guarantees as to the safety, description, equipment, condition, service, repairs, availability or validity of factory warranty or odometer reading or accuracy of any vehicle sold or offered for sale at this Auction. Any and all representations and warranties are made by or on behalf of the seller/consignor and not the Auction.

**Terms of Sale:** All of the terms of sale printed in this manual, or posted on auction premises are binding on all parties to each transaction at this Auction. The Auction reserves the right to change or modify its terms and policies as needed.

**Outside Sales:** The appropriate sales and buy fees are payable to the Auction on any transaction where contact is made on the Auction premises, whether or not the vehicle is sold on the Auction Block.

**Enforcement:** The Auction reserves the right to enforce, interpret or waive these rules and policies according to the circumstances of each transaction in order to assure equitable treatment of all parties. The Auction reserves the right to reverse or cancel any sale at its discretion and for any reason.

### REGISTRATION

- » Dealers must be registered prior to attending the Auction
- » Dealers must check in on the day of sale and be issued a bidder badge.
- » Dealer representatives must obtain a bidder badge for each Dealer they represent.
- » Any driver allowed into Auction must be registered by the Dealer and must wear a color coded badge at all times while on the premises.
- » Authorized drivers will not be allowed in Auction Arena/Lane during sales. If they are found in the Auction Arena/Lane they will be subject to removal from premises and Barred from the Auction.

### BUYER'S RESPONSIBILITY

- » Owner/Licensee of the company conducting business with the Auction is responsible for all transactions conducted by their authorized representatives.
- » Dealer must notify WSM Auctions, in writing, of any changes in authorized representatives or ownership structure. Failure or neglect to notify WSM Auctions in writing will not release Dealers from their obligations.
- » Dealers are responsible for any and all transactions conducted by authorized representatives.
- » All bids must be honored. Buyers failing to pay for vehicles will be barred from WSM Auctions. WSM Auctions will file against the Dealers bond to recover any losses incurred by the Auction.
- » It is the Buyer's responsibility to closely follow the chant and cadence of the auctioneer.
- » Any disputes in purchase or selling price must be reported to the auction General Manager on the day of sale when signing the Block Ticket.
- » Any information posted on any vehicle by Seller such as: credit value, year, model or equipment etc. are not guaranteed by Auction. They are for convenience only and should be verified by the Buyer before bidding.



## DEALERSHIP REGISTRATION FORM

### SELLER'S RESPONSIBILITY

- » Owner/Licensee of the company conducting business with the Auction is responsible for all transactions conducted by their representatives.
- » Dealer must notify, in writing, WSM Auctions of any changes in authorized representatives, or ownership structure. Failure or neglect to notify WSM Auctions in writing will not release the Dealers from their obligations under the terms of the Auction. Dealers are responsible for any and all transactions conducted by their authorized representatives.
- » Sellers are responsible for all announcements (i.e. branded title, prior rental, flood damage, TMU, salvage title, duplicate title, gross polluter, odometer exceeds mechanical limits, broken odometer, lemon law buy back, police or government vehicle).
- » Seller guarantees to provide clean title to WSM Auctions unless announced prior to sale.
- » Seller guarantees miles unless otherwise announced.

### SELLER/ BUYER ABSENCE

- » WSM Auction assumes no responsibility for announcements on vehicles if Seller' is not present. If Seller is present, the Seller has an obligation/duty to ensure all applicable announcements are made. Failure to do so may result in the sale being voided.

**Agency Relationship:** The Auction is acting as the agent of the Seller or Buyer, and may upon verbal or written instructions sign documents on their behalf in order to complete a transaction.

### Participants Release and Waiver of Liability/ Assumption of Risk and Indemnity Agreement:

Dealer/Licensee, its representatives, agents and or guests acknowledge that there are assumed risks when attending an auto auction that may cause serious injury, and in some cases death, because of the unpredictable nature of motorized vehicles and the inherent dangers of auction personnel and dealers driving vehicles, consigned by sellers or owned by the Auction in a densely populated pedestrian area. Knowing, or having reason to know these facts, Dealers, their representatives, agents and or guests voluntarily assume the risk of danger of injury or death inherent in attendance at the Auction and will **Hold Harmless WSM Auctions** in the event of such an occurrence.

**Possession and Risk of Loss:** Until sold, a vehicle is deemed to be in the possession of the Seller and at his risk of loss, even though it is at the Auction. Upon execution of the sales agreement by a Buyer or his agent, the possession and risk of loss transfers from the Seller to the Buyer. The Auction will not be liable for mechanical breakdowns of vehicles during or after transport of the vehicle. All vehicles are offered at the customers own risk for both (buyers and sellers). The Auction is not liable for any stolen or damaged items (including radios and other accessory equipment).





## DEALERSHIP REGISTRATION FORM

### I. PAYMENT

- » **Payment Options:** Buyer must pay for each vehicle on the day of sale by means pre-approved by the Auction. Payment must include bid price, Buyers fee, and all other applicable fees and charges.
  - » Auction may offset from amounts it owes a Buyer or Seller, whether based on proceeds of sales or otherwise, any amounts Dealer owes Auction.
  - » Any vehicle not paid for in accordance with the Auction policy will be consigned and resold at the next scheduled Auction. The Dealer will be liable for any deficit should one exist including a \$30.00 per-day late fee on any balances owed till paid.
- A. Cash:** Payment must be made by **Cashier's Check**, payable to the Auction. **WE DO NOT ACCEPT CASH.**
- B. Company Check:** Check must be drawn on the Buying Dealers business account. One check should be submitted for each vehicle. The Auction will deposit your check when the title is received by the Auction. The following phrase, "**Do Not Deposit-Will Replace with Cashier's Check**", or similar wording, may not be written on checks.
- C. Drafts:** WSM Auctions **does not accept** any form of **Draft payments**.
- D. Flooring:** Units may be floored only with the prior approval of the Auction and the flooring agency. A Service Flooring Fee may be assessed by the Auction.

### II. RETURNED ITEM POLICY

A returned item charge of **\$250.00** will be assessed on all returned checks. All returned items must be paid **within 24 hours by cashiers check or the following occur:**

- A.** Notice will be sent to the Bonding Company & DMV
- B.** Buyers privileges will be restricted and reported to Auction Access
- C.** Interest will be accrued at the highest legal rate from the date of return until paid in full. Repeated offenders and abusers of the check policy will be barred from the Auction and all privileges revoked.
- D.** Any returned check will subject buyer to suspension or termination of credit privileges. Buyers will also pay all expenses connected with collection of unpaid items.

### III. STORAGE FEES

Vehicles left on the Auction premises for more than two days after purchase or after cancellation of consignment contract shall be subject to storage at the Auction's normal daily storage rate, may be transported to the consignor's place of business at the owner's expense or sold at lien to offset the accrued storage fees and or lien expenses.

### IV. AS-IS SALES RED LIGHT

Various defects and conditions may be announced by the auctioneer, but this does not mean that there are no other



## DEALERSHIP REGISTRATION FORM

unannounced defects or conditions. Buyers are cautioned to listen to all announcements: The Buyer is bound to accept any vehicle that is sold ("AS IS") and cannot subject the vehicle to arbitration or unwind, for any reason other than having an unannounced **Branded Title** or an unannounced **broken odometer**. Broken odometers must be reported before leaving Auction facility on the day of sale. All vehicles over (130,000 miles), floored at or sell for (\$2500.00) or less or have any warning lights on will be run as RED LIGHT SALES.

### V. SELLER SALE DAY GURANTEE - GREEN LIGHT

You have until 4:00 p.m. on the same day of sale, after paying for a vehicle and before it leaves the auction facility, to arbitrate seller sale day guarantee vehicles. Vehicles announced seller sale day guarantee (**Green Light**) from auction block are guaranteed ONLY for motor, transmission and rear end to be functioning normal at time of sale. **NO EXCEPTIONS**. Normal wear on higher mileage vehicles may be determined differently than lower mileage vehicles. Buyer who enters a vehicle into arbitration is subject to a \$250.00 fee if complaint is found to be not valid. Seller will also be subject to a \$250.00 fee if the complaint is found to not be valid. The decision of Auction will be final. The above policies are subject to changes without notice. If Buyer requests a Post Sale Inspection on a Green Light purchase and the vehicle fails the inspection, the SELLER will pay a (\$150.00) fee and the Buyer's Post Sale Inspection fee will be waived. Frame on Green Light vehicles is guaranteed for (7 days) only from sale day, **no exceptions. (Auction does not arbitrate or guarantee unibody frames, Airbags, Airbag Lights and Seat Belts).**

### VI. TITLES

All Titles will be examined by Auction and if correct will be processed. All incomplete Titles will be returned to Seller unprocessed.

**Printout (KSRs)** Printouts must be current within 30 days of when title is turned in and be run by the VIN number not the license plate number and must accompany any title. It the KSR does accompany the Title when submitted to the Auction one will be run and the Seller will be charged a fee of \$15.00 to their auction account.

Any original title from the 50 states will be accepted when accompanied by the documents required for registration in the State of California. The following title documents are not acceptable.

- » Duplicate title applications (Unless announced prior to sale).
- » Junk bill of sale.
- » Lien sale documents, government auction documents (such as Marshals sale not accompanied by the title).
- » Paperless Titles certificates and transfers.

**Attention out of state buyers:** Titles for vehicles purchased at this Auction will conform to California DMV transfer requirements.

Sellers will be paid within 48 hours of title being processed once title is received



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**Late Titles:** Auction Title Indemnity: Seller and Buyer agree to indemnify and hold harmless WSM Auctions from any liability, loss, cost, damage or expenses, including attorney fees which may arise either directly or indirectly from the sale or purchase of the consigned vehicle, including but not limited to title services. WSM Auctions acts as agent for both Seller and Buyer only. The contract for the sale or purchase is between the Seller and Buyer. WSM Auctions will act in a reasonable manner to facilitate title transfer as quickly as possible but cannot be held responsible for the actions of the contract parties. Titles received more than (60) days after the date of purchase, may be considered being in violation of WSM Title policy. WSM Auctions reserves the right to impose fees and penalties at its' discretion to enforce title policies not to exceed \$500.00 per violation.

### VII. Internet Sales & Buyers

All internet buyers are responsible for all bids placed and all vehicles sold to them online. Internet buyers are responsible for bid price, Auction Fee and Internet Buy Fees. All invoices must be paid for within (2) business days or no later than the Friday immediately following the sale. No Exceptions.

- » Vehicles sold online can be paid for by Wire Transfer, Dealer's Company Check, Cashier's Check or Dealer's Flooring Line. Please note that any form of check payment must be sent to Auction via overnight delivery at Buyer's expense.
- » It is the Buyer's responsibility to obtain invoice and make payment arrangements on vehicles purchased online.
- » Transportation costs and arrangements are also the sole responsibility of the buyer.
- » Vehicles need to be removed from Auction premises within (5) Business days of the sale or will be subject to storage fees assessed per day until vehicle is picked up. **FAILURE TO COMPLY WITH ANY OF THE ABOVE TERMS MAY CAUSE DEALER ACCOUNT TO BE REPORTED TO AUCTION ACCESS AND AIA FOR PAYMENT REMEDIES AND PERMANENT BARRING OF DEALER ACCOUNT AT AUCTION'S DISCRETION.**

Internet buyer understands that inspection is available for all offered vehicles on the morning of the auction from 8:00 AM – 10:00 AM. Information produced by Auction in catalogs or announced is not warranted or guaranteed and is provided as a courtesy to dealer. Internet buyer further understands that it is the buyer's responsibility to ascertain correct and accurate information on the vehicle PRIOR to placing any bids online. Failure to do so will not excuse any Internet buyer from paying for purchased vehicles online. Bidders may also contact auction personnel for questions about vehicles. Auction personnel will, at their discretion, provide information on a specific vehicle at no liability to auction personnel. Internet bidders will be treated the same as all onsite buyers. Failure to know and understand WSM Rules & Policies will not excuse any Internet buyer from accepting responsibility and paying for any vehicle sold online.



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**AGREEMENT TO RULES & POLICIES**

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The Dealer agrees to be bound by the Auction Agreements, including the Rules and Policies of the Auction. Nothing contained in these Agreements or otherwise is intended to preclude the Auction from Terminating Dealer's privilege to buy or sell cars at the Auction at any time as the Auction may determine in the exercise of its sole discretion. The undersigned Dealer or Authorized Representative hereby affirms that all of the information set forth in the Registration Packet is true and correct, including financial and background information provided the Auction.

Date \_\_\_\_\_

Name (Print) \_\_\_\_\_

Position \_\_\_\_\_

Signature \_\_\_\_\_