



224 Highway 49 South, Concord NC 28025

As "Number 1 on the Leaderboard in Customer Service", our goal is to provide you with the best possible service. In order to register with Speedway Auto Auction of Charlotte/ Auction Access ALL of the following documents MUST be completed.....NO EXCEPTIONS!

WE MUST HAVE COPIES OF THE FOLLOWING DOCUMENTS:

- Dealer License
- Company Voided Check
- Salesman License (if applicable)
- Driver's License

Please Follow the above instructions and return all required forms. Thank you for your cooperation in registering with Speedway Auto Auction of Charlotte.

Sincerely,
Chiquita Ford
Dealer Registration
(P) 980.781.4714
(F) 980.781.4217

1 on the Leaderboard in Customer Service



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, 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) warrants 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) acknowledges 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) agrees 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: _____

Its: _____

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

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) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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 <i>How to get a TIN</i> on page 3.																			
	<table border="1" style="margin: auto;"> <tr> <th colspan="9" style="text-align: left;">Social security number</th> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
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.																			
	<table border="1" style="margin: auto;"> <tr> <th colspan="9" style="text-align: left;">Employer identification number</th> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification number																	
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), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
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 3.	
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

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

Future developments. The IRS has created a page on www.irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.



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, I.LC ("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 other 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: _____



Individual Authorization Letter

Agreement

Date: _____ Individual's AuctionACCESS ID: _____

To Whom It May Concern:

The individual referenced below ("Individual" or "you") wishes 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, the 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) warrants that you are solvent and the information provided herein is complete, accurate and truthful, (3) acknowledges that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit with any customer, (4) agrees to be bound by the policies and procedures of each Customer with whom you deal or attend, (5) agrees that AutoTec, LLC, Auction Insurance Agency, and subscribing Customers may contact the you, on 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 the Individual's business, and (6) agrees 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: _____
(US:SSN; MX: 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: _____



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)



AA subscribing Customer:	_____
Address:	_____
City:	_____
St/Prov:	_____ Postal Code: _____
Phone:	_____
Fax:	_____

Bank Reference Letter

AuctionACCESS® Dealership ID: _____ Owner/Officer Name: _____
 Dealership Name: _____
 Bank Name: _____ Account #: _____
 Bank Address: _____ Routing #: _____
 Bank City: _____ State/Province: _____ Country: _____ Postal Code: _____
 Bank Reference Phone: _____ Bank Reference Fax: _____
 Attention Credit Department or Officer: _____

The aforementioned Dealership has listed your bank as its principal banking reference.

AutoTec, LLC has compiled and maintains a national database, AuctionACCESS®, which contains information on licensed new and used car dealers for use by its automobile industry customers. Since those customer often accept and advance funds on dealership checks for transactions they facilitate, they require customers, such as Dealership, to establish their financial responsibility.

We would be grateful if you would check mark below your estimate of this account. This information will be incorporated into the AuctionACCESS® database and otherwise used only as agreed by Dealership. **Please return this completed letter directly to the above address.** Thank you for your assistance.

Dealership has been banking with your bank since: _____

Checking Savings Floor Plan ZBA Sweep Controlled Disbursement

Type(s) of accounts held: Regular Account Account is: Satisfactory Open Date: _____
 Special Account Unsatisfactory
 Loan Account Closed Closed Date: _____

The Customer is: A valued customer with a good reputation and financial responsibility.
 Honest and reliable, but limited capital resources.
 Unknown to us.
 A new customer – our experience is limited.
 Negative response

Average Balances for six months are: Negative Balance Insufficient Checks or Drafts:
 Nominal 3 Figures How Many? _____ Does not issue
 Small 4 Figures
 Moderate 5 Figures Overdrafts:
 Medium 6 Figures How Many? _____ Does not issue
 Large 7 Figures

Maximum Credit recently extended: \$ _____ Secured \$ _____ Unsecured \$ _____

Do you floor plan this Customer? Yes No

Floor Plan Line New/Used: \$ _____ Floor Plan Outstanding New/Used: \$ _____

Do you accept their Drafts? Yes No Are all Drafts picked up within 48 hours? Yes No

Physical Address of bank for sight Draft: _____

Remarks: _____

Signature of Bank Official _____ Title: _____

Print Name: _____ Date: _____ Phone: _____



DEALER REGISTRATION GUARANTY AGREEMENT

IN CONSIDERATION OF SPEEDWAY AUTO AUCTION OF CHARLOTTE, (hereinafter called Auction)

allowing _____ (hereinafter called Dealer) TO BUY AND SELL MOTOR VEHICLES

THROUGH AUCTION, THE UNDERSIGNED INDIVIDUAL(S), WHETHER ONE OR MORE, PERSONALLY AGREE

AS FOLLOWS:

1. They guarantee and warrant that the title to each motor vehicle sold by Dealer through Auction will be good and will be free and 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.
2. They are fully responsible and liable and hold the Auction harmless for all actions, activities, and injuries caused to others or themselves by persons authorized by Dealer to represent Dealer at Auction. Dealer must report any changes in authorization to Auction in writing; however, deauthorization shall not be effective until the representatives Auction identification card has been returned to the physical possession of Auction.
3. They guarantee full payment of any debts of Dealer to Auction for services of any nature whatsoever rendered by or on behalf of Auction, including any checks or drafts issued by Dealer or any of Dealer's representatives and acknowledge that all financial obligations of Dealer to Auction will accrue interest at the highest rate allowed by law.
4. They unconditionally guarantee the accuracy of the Odometer Mileage Statements given by or on behalf of Dealer in all sales of motor vehicles by Dealer through Auction, regardless of whether Dealer is at fault.
5. If Dealer fails to pay Auction for a vehicle purchased by Dealers through Auction, Auction will be allowed to sell the vehicle to mitigate its loss without notice to the undersigned, and undersigned will be fully liable to Auction for any 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 Dealer to modify or release any and all collateral security to extend or change time of payment and to settle or compromise with Dealer without notice to them and without discharging or affecting their liability. This guarantee is continuing and they waive notice of acceptance hereof as well as presentment, demand 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.
7. They unconditionally agree to reimburse Auction for any loss, damage, expense, or costs, including attorney's fees, incurred by Auction as a result of any obligation arising pursuant to this agreement or as a result of any transaction Dealer is involved in at Auction, including payment made by Auction for valid business reasons even if Auction is not legally obligated to the payee. Venue for any civil action by or against Auction shall be in any county in the State of North Carolina, at Auction's sole option, and Dealer consents to personal jurisdiction of any Court of competent jurisdiction in North Carolina.

8. Auction guarantees to the Seller Payment of all checks and drafts for drafts for motor vehicles sold through Auction.

9. Auction guarantees to the Buyer the title of all motor vehicles purchased by Dealer through Auction to be free and clear of all liens and encumbrances at the time the auction invoice or such purchase is executed for a period of four (4) years from the date of purchase limited to the purchase price less 2% per month, but not beyond the date Dealer discovers or in the exercise of reasonable care should have discovered the existence of the title defect. This warranty does not cover mere technical defect which can be removed by execution and delivery of title documents of documents in support thereof, and inures only to the dealer who purchases the motor vehicle through the Auction. Failure of the purchasing dealer to furnish full particulars of any claim within five days after receiving notice of the same shall void this title warranty. The purchasing dealer shall not surrender possession of a motor vehicle except as required by legal process, nor shall such dealer pay or acknowledge any claim affecting title of a motor vehicle without the approval of Auction, this warranty does not protect against claims affecting the motor vehicle that are known to the purchasing dealer at the time of sale, and does not apply to boat, camper trailer titles.

10. Upon payment by Auction of any guarantee of payment or title pursuant to paragraphs 8 and 9, Auction shall be fully subrogated to any interest of Dealer in the claim paid by Auction. 11. Sufficient funds will be on deposit to pay any draft or check delivered by Dealer to Auction with regard to any transaction Auction at the time such check or draft is delivered to Auction, and such funds shall remain on deposit until such check or draft is paid.

12. Failure of the selling dealer to deliver to Auction title property reassigned for the purchasing dealer within 30 days from the date of sale is grounds for cancellation of the sale by the purchasing dealer, if notice of cancellation of the sale is received by the Auction, in writing, prior to delivery of the property reassigned title to Auction by the Selling dealer after the waiting period, selling dealer assumes all responsibility.

13. They are bound by all rules and regulations of Auction as such rules and regulations are amended from time to time.

14. They are obligated to promptly pay for any motor vehicle purchased by Dealer through Auction upon the delivery of title properly reassigned to dealer by the selling dealer.

15. Auction is merely performing auction services for the selling and purchasing dealers, and all transactions which occur at Auction are transactions between the selling and purchasing dealers, and Auction is neither a buyer, seller, transferor nor transferee by reason of having provided auction services to such dealers. 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 particular purpose, and Auction does not in any manner whatsoever warrant the accuracy of odometer mileage statements, or mechanical or physical condition of any motor vehicle.

16. This instrument shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall insure to the benefit of Auction, its successors, assigns, and subrogates.

17. When there is more than one signatory to this agreement each signatory shall be jointly and severally liable under this agreement. The undersigned understand that they are signing this guaranty contract, both in their capacity as owner or office of Dealer and in their capacity as individual(s).

18. I give SPEEDWAY AUTO AUCTION OF CHARLOTTE permission to obtain credit information from any source pertaining to my company, myself and all representatives for use in processing this application as well as periodic updates as deemed by this auction.

Date: _____ Owner Signature: _____



**AGENCY WITH POWER OF ATTORNEY
INDEMNITY AND HARMLESS AGREEMENT
AGENCY WITH POWER OF ATTORNEY
INDEMNITY AND HARMLESS AGREEMENT**

_____(hereinafter dealer) WHOSE PRINCIPAL PLACE OF
BUSINESS IS IN _____, APPOINTS SPEEDWAY AUTO AUCTION OF
CHARLOTTE AS DEALERS AGENT WITH FULL AND COMPLETE POWER OF ATTORNEY, AND AUTHORITY
TO SIGN ODOMETER DISCLOSURE STATEMENTS, TITLE DOCUMENTS, AUCTION INVOICES OR OTHER
DOCUMENTS AS REQUIRED ON DEALER'S BEHALF WITH REGARD TO ANY AND ALL MOTOR
VEHICLES OWNED BY DEALER WHICH ARE SOLD THROUGH SPEEDWAY AUTO AUCTION OF
CHARLOTTE AND TO DO ANY ACT OR THING NECESSARY TO CONDUCT SUCH TRANSACTIONS FOR
DEALER. DEALER WILL ANY DEFEND, INDEMNITY, AND HOLD HARMLESS EITHER AUCTION'S EMPLOYEE
AGENTS, FROM ALL LOSSES OR EXPENSES INCURED BY THE AUCTIONS AS A RESULT OF EITHER
AUCTION ACTING AS A DEALER'S AGENT PURSUANT THIS AGREEMENT, INCLUDING ALL
EXPENSES AND ATTORNEY'S FEES INCURRED BY EITHER AUCTION, UNLESS CAUSED BY THE
AUCTION'S OWN NEGLIGENCE.

NAME OF DEALER: _____ PHONE _____
ADDRESS: _____
CITY, _____ STATE _____, ZIP: _____

FULL SIGNATURE OF AUTHORIZED AGENT AS IT APPEARS ON DRIVERS LICENSE) DATE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE ME THIS:

Date: _____ COUNTY _____ STATE _____

(NAME(S) OF PRINCIPAL(S))

NOTARY SIGNATURE _____

PRINTED OR TYPED NAME: _____

(SEAL) My Commission Expires: _____



Auction Policies 2014

1. This is a licensed DEALER ONLY Auction and dealers must be approved and registered before buying and selling vehicles.
NO retail customers allowed. Any Retail customers found on premises will be escorted off property. Company will lose driver privileges. Valid driver's license is required. Dealers are responsible for the actions of their representatives and drivers.
2. Auction issued Dealer ID cards must be used at all times, each dealer must have his/her own bidder badge and Auction issued dealer card not to be shared with anyone else.
3. After a vehicle is consigned in the conventional open sale, it must be offered for sale prior to releasing the vehicle from the auction premises.
4. Absolutely no deals before and after the vehicle crosses the block, unless cleared by auction management. All deals must be processed through the office.
5. Persons under the age of 18 are not allowed on the property at any time.
6. SELLING DESCRIPTION
 - Buying Dealer is responsible for Model, Year, and Miles Regardless of Windshield Marking
 - All Vehicles Must have a Public VIN Plate on Dashboard or a DOT Assigned VIN.
 - In order to arbitrate for Frame or Unibody, damaged area must be specified.
 - Seller is responsible for proper badging and sub series on units sold under the green or red light.

GREEN LIGHT (Ride and Drive):

Seller represents vehicle mechanically sound within a \$500.00 singular item, as determined by the arbitrator.

- Covers Odometer, Frame & Unibody, Mechanical Motor, Transmission, Differential Noise (only differential exemptions: Jeep, Explorer, Land Rover and Range Rover), Drivability issues over \$500.00.
- Green Light Does Not Include Radios, DVD'S, Power Acc. Including: Convertible Tops, Power Windows or Navigation Systems. Wearable Items: Auction will not arbitrate vehicles for wearable items. For purposes of this policy wearable items as defined as part of the vehicle that the manufacturer recognizes the need for replacement/adjustment during the expected life of the vehicle. These items are normally identified in the Owner's Manual for routine check and replacement and would include, but are not limited to: clutches, tires, wipers, brake pads, shoes, rotors, belts, hoses, lubricants /fluids, timing belts, bulbs, filters, shocks and struts. Any issues can be announced with a Yellow Light.

YELLOW LIGHT (Special Defects):

Except for announced special defects, seller represents vehicle mechanically Sound within \$500.00 as determined by the arbitrator.

RED LIGHT (AS-IS):

Without warranty of any kind. The following must be sold "(AS-IS)" and will not be subject to arbitration regardless of Seller's failure to make the required Announcements as required in Rule 7.

- ****A vehicle sale price of \$3,000.00 or Less****
- As-is with all faults regardless of Frame or Unibody.
- True Miles Unknown or Odometer Discrepancy Must Be Announced.
- Non-Working Odometer Issues must be dealt with on Day of Sale Only.

7. Vehicles Must be Sold As-Is (i.e. "RED Light")

With the Following Announcements:

- A frame damaged vehicle *unless* sold under the "RED Light".
- Rebuilt/clip vehicle, salvage vehicle, vehicle with previous salvage, theft or rebuilt history, vehicle which has been declared 'Major Damage Loss' by an insurance carrier or a vehicle with any 'branded' title. Auction Management deems these vehicles as automatically "RED LIGHT".
- Hail damaged vehicle (Current model year only).
- Gray Market vehicles.
- Police vehicle. Taxi -Cab. Commercial/municipal
- Auction DOES NOT GUARANTEE Make Year on the following equipment: Boats, RV'S, ATV'S, Golf Carts, Motorcycles, Trailers, Snowmobiles, Jet Skies, Antiques, Farm Equipment, Dune Buggies & Kit Cars Make Year is the Responsibility of the Seller.
- Any vehicle without proper emissions control equipment (i.e) catalytic converter, diesel particulate filter
- Flood damage vehicle.
- Vehicle with an inoperable odometer/ digital display odometer reading which reflects mileage in excess of its mechanical limits or an odometer reading which does not represent actual mileage, MUST BE ADDRESSED DAY OF SALE.
- Vehicles with reassigned Vehicle Identification Number.
- Vehicles with altered VIN plates (ALL VEHICLES MUST HAVE VIN PLATE ON DASH).
- Vehicles manufactured for the Canadian market (Special rules apply).
- Vehicle (current model year only with less than 10,000 miles) having significant paint work.
- Manufacturer lemon-law buybacks when vehicle is in factory warranty.
- Vehicles on MSO
- Vehicles not equipped with factory A/C or missing airbags
- Diesel/Propane engines.
- Diesel Vehicles that are **Sold As Is Red Light:**
 - Are Not Eligible for Post Sale
 - Are Not Eligible for Arbitration
- Diesel Vehicles **Sold By Dealer Under Green Light:**
 - Are Not Eligible For Post Sale
 - Are Subject To Rules of Arbitration

Failure to make the appropriate announcement will subject the vehicle to arbitration unless the vehicle sells for \$3,000.00 or less. Arbitration must occur within 7 calendar days of date the vehicle was purchased with respect to frame damage, rebuilt, salvage, Canadian or flood vehicle. Documentation substantiating prior rebuilt, salvage, flood or major damage history is required to arbitrate these defects, as determined within 6 months of purchase. In all other cases, arbitration must occur on the date of sale. The Arbitration Department will accept only one specific arbitration issue. Upon NC accepted/rejected arbitration, no additional arbitration will be considered. Units selling for \$3,000.00 or less are automatic "RED LIGHT" regardless of lights and/or announcements. Such as body work, paint work, tires, upholstery, deployed air bags and glass are "AS-IS".

8. ITEMS NOT SUBJECT TO AUCTION ARBITRATION:

AIR RIDE SYSTEMS ARE NOT ARBITRATABLE ON ALL UNITS

- **Any Vehicle that leaves Property is not subject to Arbitration**
- Power Accessories
- Radios, DVD'S,
- Power Windows, Power ACC
- Navigation Systems
- Electrical Components
- Gauges/warning lights
- Computer control units
- Diesel/Propane/hybrid engines (Must be Announced)
- Convertible tops
- Brakes – ABS
- Hitches – Tow, Fifth, Trailer Installed on Vehicles bolted & Welded. (Removable Hitches Are Subject to Arbitration)
- Airbags & Safety restraint systems and/or lights pertaining to these;
- Sludge
- Standard, Turbo & Superchargers Clutches (Wear and Tear Item)
- CV Joints
- Status of books, records and remaining factory warranty

- Status of luxury tax on MSO vehicles
- Air conditioning
- Vehicles towed or pushed across the block
- Mechanical defects reported after vehicle leaves auction property or after sale day, unless vehicle was post sale inspected by the auction within policy.
- Altered suspension. Structural Alterations for Altered Suspension.

9. Seller is responsible for all costs and charges including auction fees, if seller misrepresents a vehicle which is subsequently rejected by a buyer.

10. THE ARBITRATOR'S DECISION IS FINAL AND BINDING ON BOTH THE SELLER AND BUYER.

11. Buyer must pay on day of auction sale, by check, cash, or other means with prior approval of auction management. Refusal to honor a check payable to the auction without prior approval may result in loss of auction privileges, return fee or both. All unpaid deals will be charged \$100.00 late fee per unit after sale day.

•Wire Transfers must be completed with a fax confirmation by Monday or late fees will incur..

BLUE LIGHT (TITLE ABSENT): Vehicle sold with title pending must be announced. 30 days is standard.

12. If title is not present on day of sale (**Title –Absent Vehicle, Blue- Light**) , the seller must announce at the time of sale that "title to the vehicle is not present". Otherwise, the sale of the vehicle can be rescinded by the buyer. If the announcement is made, but the title to the vehicle is not presented to the Auction within 30 days from date of the sale, then the Auction may rescind the sale.

The Buyer must contact the Auction Arbitration Manager with intent to return the vehicle one business day on or after the 30th day, prior to returning the vehicle to the Auction. If the title is received within the "one business day" notification period, the Auction will not rescind the sale. The auction is not responsible for any charges or expenses incurred on the 'title absent vehicle'.

The buyer should not sell or spend money on a "title absent vehicle" until the title is in hand. See rule 20 to, return policy and procedures.

- Non-Working Odometer Issues must be dealt with on Day of Sale Only.
- We do not guarantee titles on Recreational Vehicles; i.e. boats, motorcycles, trailers, snowmobiles, jet skies, antiques, dune buggies kit cars etc • Vehicles not sold "under the hammer"
- Vehicles with "Branded Titles" must be announced

13. ALL VEHICLES LEFT ON AUCTION PREMISES ARE AT OWNERS RISK. THE AUCTION IS NOT LIABLE FOR ANY STOLEN OR DAMAGED ITEMS OR ADMINISTRATIVE ERRORS OR OMISSIONS.

14. Auction fees are chargeable to seller and buyer.

15. THE AUCTION IS NOT A PART OF THE CONTRACT OF SALE, WHICH IS BETWEEN SELLER AND BUYER ONLY.

16. It is the Buyer's responsibility to know the vehicle and verify engine size and model before purchasing. Buyer may test drive a vehicle only after becoming the successful buyer. Any damages occurred during a test drive are the buyers responsibility. The buyer is responsible for verifying VIN, model, year, mileage and mechanical condition on all purchases before leaving the sale. The auction is not responsible for the accuracy of written information on any vehicle.

17. The seller will not offer a vehicle for sale unless it is on a U.S. title in the seller's company name in compliance with current federal and state laws.

18. IF SALES with the buyer and seller present Buyers agreeing to sign upon an "IF" sale are obligated until auction contacts the buyer with confirmation of existing bid price or re-negotiated sale price. If sales are legal binding **contracts.**

19. THE AUCTION RESERVES THE RIGHT TO VOID ANY TRANSACTIONS & RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE. THE DECISION OF AUCTION MANAGEMENT SHALL BE FINAL IN ALL DISPUTES.

20. Vehicles registered are subject to inspection by the North Carolina Highway Patrol, FBI, National Auto Theft Bureau, Local Police and auction personnel. NO unit will be offered for sale without a Serial Number Plate (Public VIN#).
21. Vehicles 10 years or older are mileage exempt. However, a declaration of mileage does not cover odometer discrepancies or misrepresentations. Odometers that are inoperable must be announced.
22. Any vehicle judged to be unsafe will be rejected from the sale.
23. The auction will endeavor to provide information on vehicle history, i.e. salvage, major damage, theft, flood, etc., as is available through Auction Insurance Agency. However, the auction does not guarantee information listed in Electronic Data Vehicle Histories (i.e. CarFax, Auto Check, etc.) and will not arbitrate solely on EDVH data.
24. A buyer desiring to return a vehicle must make proper arrangements with the auction 24 hours IN ADVANCE:
- The buyer must contact the auctions ARBITRATION MANAGER.
 - The vehicle must be returned during business hours.
 - The vehicle must be in like condition without excessive mileage as determined by the Arbitration Manager. (Average 30 miles per day)
 - The Buyer may be charged for anything deemed excessive.
25. Sold vehicles left inside auction property after 10 Calendar Days are subject to a \$50.00 initial fee and \$10.00 per day storage charge. Vehicles left on outside parking lot overnight will be impounded by independent towing company.
26. Post Sale Fees are as Follows:
Mechanical Post Sales \$65.00 include emission testing
Full Post Sale Inspection \$75.00
Highline Post Sale Inspection \$145.00- What auction deems as a highline unit i.e. Volvos, Mercedes Benz, BMW, etc.
Vehicles post sale inspected are guaranteed for 7 days from date of sale.
27. The auction will not USPS mail titles, Unless it is requested by owner of company. Auction is not responsible for lost, damaged or stolen titles.

FEES

- 1) A service charge will be assessed to any vehicle that needs a battery and/or gas to run through the sale.
 - 2) A \$100.00 LATE FEE will be assessed on all purchases not paid for on sale day.
 - 3) A \$150.00 SERVICE FEE will be assessed on all returned checks
 - 4) A \$50.00 FEE will be assessed for any replacement Auction check. i.e. any lost, misplaced or ruined checks
 - 5) A \$25.00 FEE will be required for replacement Auction cards.
 - 6) When approved by Auction Management, a \$150.00 fee will be charged for duplicate titles.
- THE AUCTION IS NOT RESPONSIBLE FOR ADMINISTRATIVE OR CLERICAL ERRORS**
- 7) Dealers wanting to change Buyer or Seller on Bill of Sale on Sale day will be charged a fee of \$50.00 per deal. No exceptions.

PSI POLICY

Vehicle Qualifications:

Green Light vehicles that run at this facility in the lane, with a final sale price over \$3,000 are eligible for a Post Sale Inspection.

PSI Inspection Checklist:

The Following items and areas are included as part of the FULL POST SALE INSPECTION.

- Odometer Verification
- Transmission Engages & Functions
- Engine Functions & Operation
- 4x4 System Engagement
- ABS/ Brakes Function
- Flood Inspection
- Frame or Unibody Structure Checked for Damage

The Checklist applies to defects that are singularly \$500.00 or more to repair or replace on Vehicles Sold In-Line and \$500.00 Cumulative Visible Damage on Vehicles Sold On-Line.

PSI Guarantee

- Depending on the type of Post Sale Inspection selected, all items checked in the Post Sale Inspection are Guaranteed for 7 days from Date of Sale
- If an item or part that was inspected fails during the guarantee period, the item will be replaced or repaired at OUR option.
- A vehicle challenged for issues must have 150 miles or less accumulated on the odometer between the time of inspection and the challenge date.
- **THE POST SALE INSPECTION GUARANTEE IS NOT A BUY-BACK POLICY BUT A GUARANTEE OF THE OPERATION AND FUNCTION OF THE ITEMS INSPECTED.**

PSI Terms and Conditions:

- **The Buyer is responsible for the PSI Fee even if the vehicle fails inspection.**
- The guarantees and provisions apply only to the original buyer of the PSI. This guarantee is voided once the vehicle is re-sold. The PSI guarantees cannot be transferred to any subsequent wholesale or retail vehicle buyer
- Vehicles that pass the PSI and are later found to have arbitral items will be processed in the same manner as all other arbitrations. If the arbitral items found were missed on the PSI, We will be responsible for the arbitration in discussion with the seller.
- If a vehicle fails a Post-Sale Inspection and the buyer chooses to void the sale based on misrepresentations made as the vehicles condition, the vehicle would enter the arbitration process.
- Vehicle condition at the time of return must be the same or better as when purchased.

*****Auction Will Not Reimburse a Dealer for Transportation, Reconditioning or Other Work or Expenses Performed on Vehicles that are Returned.*****

The Following are Excluded and Not Covered under the PSI Policy *

- Any Vehicle Sold "AS-IS"
- Vehicles with a Sale Price of \$3,000 and Under
- Kit Cars --Exotic Vehicles- Modified Vehicles – Diesel Vehicles
- Vehicles or Conditions Specifically Excluded in the Most Current NAAA Arbitration Policy.

AUCTION POLICIES

Speedway Auto Auction of Charlotte

Every Tuesday at 245 pm

224 NC HWY 49 SOUTH Concord, NC 28025
Phone (980) 781.4714 Fax: (980) 781.4217

Weekly Consignment Sales - *1st on the Leader Board in Customer Service" www.speedwayaa.com

I understand and agree to the terms and policies above stated by Speedway Auto Auction of Charlotte.

Dealership Name _____
Printed Signature _____
Signature _____
Date: _____

8/18/2014



Speedway Auto Auction of Charlotte appreciates your business, and we want to get you checks, titles and information to you in the fastest, most effective way.

The following options are available to you, please select the method that best suits you:

_____ No mail/Hold for pickup

_____ Your FedEx or UPS account number

_____ Shipping company _____

_____ USPS regular mail (Speedway Auto Action is not financially responsible for title once it leaves the auction.)

Print name: _____

Signature: _____

In order to save you money, we will mail out titles and checks on Thursdays. If you prefer your titles as soon as they are processed and more frequent mailings, please call Keiara or Kristen at 980-781-4700.

If you want to be added to our email blast or text blast please let us know the following information:

Email Address: _____

Cell Phone Number: _____

How did you hear about us? _____