



## Dealer Registration Package

REQUESTED by: \_\_\_\_\_ 10 pages

ATTENTION: Chiquita Ford (Dealer Registration)  
OFFICE NUMBER: (980)781-4714  
FAX NUMBER: (980)781-4217  
EMAIL: cford@speedwayaa.com

**\*\*\*\*\*THIS PAGE DOES NOT NEED TO BE FILLED OUT IT IS ONLY A REFERENCE PAGE\*\*\*\*\***

- DEALER LICENSE
- SURETY BOND (IF APPLICABLE)
- SALES TAX CERTIFICATE (IF APPLICABLE)
- DRIVER'S LICENSE OF ALL OWNERS AND REPRESENTATIVES
- COPY OF A VOIDED COMPANY CHECK (IF APPLICABLE)
- AUCTION ACCESS # \_\_\_\_\_



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

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

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Hold for pickup: yes: \_\_\_ no: \_\_\_

Fedex Account#: \_\_\_\_\_

UPS Account#: \_\_\_\_\_

Service: Priority \_\_\_\_\_ Standard \_\_\_\_\_ 2day \_\_\_\_\_ Ground \_\_\_\_\_

Regular Mail: \_\_\_\_\_

Address:

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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? \_\_\_\_\_

\*\*Please be advised it is the recipient responsibility to advise the auction of any changes in carrier or account number. \*\*

**Speedway Auto Auction**  
224 NC HWY SOUTH • CONCORD, NC 28025  
Office: (980) 781-4700 • Fax: (980) 781-4217



## DEALER REGISTRATION GUARANTY AGREEMENT

IN CONSIDERATION OF **SPEEDWAY AUTO AUCTION OF CHARLOTTE**, (hereinafter called Auction) allowing \_\_\_\_\_ (hereinafter called Dealership name) TO BUY AND SELL MOTOR VEHICLES THROUGH AUCTION, THE UNDERSIGNED DEALER AGREE AS FOLLOWS:

- 1. Dealer guarantees and warrants 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. This warranty does not cover mere technical defect which can be removed by execution and delivery of title documents or 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 (5) business 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 to the 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 titles for boats, campers, trailers, or recreational units. Selling Dealer then has (7) business days to correct any issue or risk grounds for cancellation of the sale.**
- 2. Dealer is fully responsible and liable and holds the Auction harmless for, and Indemnifies, all actions, activities, and injuries caused to others or themselves by persons authorized by Dealer to represent Dealer at Auction. Dealer must report any changes in authorization to Auction in writing; however, de-authorization shall not be effective until the representatives Auctions identification card has been returned to the physical possession of Auction.**
- 3. Dealer guarantees 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 Dealer's representatives and acknowledge that all financial obligations of Dealer to Auction will accrue interest at the highest rate allowed by law.**
- 4. Dealer 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 Dealer through Auction, Auction will be allowed to Sell the vehicle to mitigate its loss without notice to the undersigned, and Dealer 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 Dealer waives notice of acceptance, hereof, as well as presentment and demand Dealer is liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor or creditors of Dealer shall not affect the enforceability of this agreement.**
- 7. Dealer unconditionally agree to reimburse Auction for any loss, damage, expense, or costs, including attorney's fees, incurred by Auction as a result of any obligation arising pursuant to this agreement or as a result of any transaction in which the Dealer is involved at 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 upon receipt of title which is good and free and clear of all liens and encumbrances.
9. Upon payment by Auction of any guarantee of payment pursuant to paragraphs 8, Auction shall be fully subrogated to any interest of Dealer in the claim paid by Auction.
10. Dealer will have sufficient funds on deposit to pay any draft or check delivered by Dealer to Auction with regard to any transaction at Auction. Such funds shall remain on deposit until such check or draft is paid.
11. Failure of the selling Dealer to deliver to Auction title properly 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 properly reassigned title to the Auction by the selling Dealer after the waiting period, selling Dealer assumes all responsibility.
12. Dealer is bound by all rules and regulations of Auction as such rules and regulations are amended from time to time.
13. Dealer is 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.
14. The parties agree that 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 or 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.
15. This instrument shall bind the respective heirs, executors, administrators, and assigns of the Dealer, and shall insure to the benefit of Auction, its successors, assigns, and subrogates.
16. 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 he or she is signing this guaranty contract, both in his or her capacity as owner or officers of Dealer, and in their individual capacity.
17. Dealer gives SPEEDWAY AUTO AUCTION OF CHARLOTTE permission to obtain credit information from any source pertaining to Dealer, myself and all representatives for use in processing this application as well as periodic updates as deemed by this Auction.

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature Owner/Officer

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature Owner/Officer



**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 INCURRED 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: \_\_\_\_\_

**\*\*PLEASE NOTARIZE IF NOT SIGNED AT THE AUCTION\*\***



## Auction Policies 2017

This is a licensed DEALER ONLY auction.

Dealers must be approved & registered before buying & selling vehicles. NO retail customers are allowed on property.

Bringing a retail customer will result in immediate expulsion and loss of dealer privileges. A valid driver's license is required for anyone on property. Dealers are responsible for the actions of their representatives & drivers.

Auction issued Dealer ID cards must be used at all times, each dealer must have their OWN bidder badge in the sale lanes. Auction issued dealer cards and bidder badges are **NOT** to be shared with anyone else.

Persons under the age of 18 are not allowed on the property at any time.

Absolutely no deals before & after the vehicle crosses the block, unless cleared by auction management. All deals must be processed through the office.

Auction fees are chargeable to seller & buyer.

**THE AUCTION IS A FACILITATOR ONLY & IS NOT A PART OF THE CONTRACT OF SALE, WHICH IS BETWEEN SELLER & BUYER.**

Vehicles registered are subject to inspection by the North Carolina Highway Patrol, FBI, National Auto Theft Bureau, Local Police & auction personnel. Any vehicle judged to be unsafe will be rejected from the sale. 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. **\*\* Non-working odometer issues must be dealt with Day of Sale ONLY.\*\***

The auction will endeavor to provide information on vehicle history, i.e. salvage, major damage, theft, flood, etc. However, the auction does not guarantee information listed in Electronic Data Vehicle Histories (i.e. CarFax, Auto Check, etc.) & will not arbitrate solely on EDVH data.

- All Vehicles **MUST** have a Public VIN Plate or a DOT issued VIN on DASH.
- **Seller** is Responsible for Proper Badging and Sub Series on units sold regardless of the light sold under.
- 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 & state laws.
- The **seller** must register and provide information (ie: floor prices, lights, announcements, person representing, etc) for all vehicles for sale by 2:00pm Tuesday. Vehicles not stocked in by 2:00pm or vehicles without info will **NOT** be offered in the sale. Vehicles represented by the auction will be charged \$50 per unit per run and will be deducted from proceeds. If the vehicle does not sell. The fee must be paid to gate pass.

•It is the **Buyer's** responsibility to know the vehicle & verify engine size & 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 & mechanical condition on all purchases before leaving the sale. The auction is not responsible for the accuracy of written information on any vehicle.

**PAYMENT** is due at time of purchase however dealers are allowed 48 hours to pay and payment must be received before vehicles are gate passed. Wire Payments need to be submitted by noon on Thursday due to a 24 hour processing from bank to bank. Payments not received by noon on Friday are subject to late fees.

**IF SALES** are legally binding contracts between the buyer & seller and buyer is bound to their original offer unless seller declines or makes a counter offer. The auction has until 2pm Wednesday to finalize all if sales. The buyer may request a Post Sale Inspection at time of purchase. Test drive are not eligible on IF SALES it has to be a sale before it is able to be test driven

**TITLES** are due to the buyer within 30 days of purchase. If title is not received at auction by the 30<sup>th</sup> day, the buyer may return the vehicle. Buyer should call the auction 24 hours in advance. The vehicle can only be returned during business hours and NO returns will be accepted on Tuesdays. The vehicle **MUST** be in like condition. The buyer maybe charged for excessive mileage. Neither the auction nor the seller is 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'. Auction/Seller is also not obligated to reimburse buyer for any transportation costs.

The auction will not mail titles, unless it is requested by owner of company. Titles may be sent via UPS or FedEx at the expense of the buyer. **Regular mail is also an option however the auction is not responsible for lost, damaged or stolen titles.**

#### **ALL VEHICLES LEFT ON AUCTION PREMISES ARE AT OWNERS RISK.**

- The Auction is not liable for any stolen or damaged items.
- Sold vehicles must be removed from property by Monday at 9am to avoid a \$100 storage fee. Any vehicles left of property after that time will incur a storage fee per day until the vehicle is picked up.
- Vehicles are not to be left in the outside lot or dealer parking more than 48 hours or it will be towed the at owner's expense.

#### FEES

- 1) A service charge will be assessed to any vehicle that needs a battery &/or gas to run through the sale.
- 2) A \$100.00 LATE FEE will be assessed on all purchases not paid for within 48 hours of sale.
- 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) A \$150.00 fee will be charged for duplicate titles.
- 7) A \$50 fee will be charged for any vehicle represented by the auction on the block.
- 8) A \$100.00 storage fee will be applied to any vehicle left on our property longer then Friday after the sale

#### THE AUCTION IS NOT RESPONSIBLE FOR ADMINISTRATIVE OR CLERICAL ERRORS

**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.**



### **GREEN LIGHT (Ride & Drive):**

Seller represents the vehicle mechanically sound.

- Covers Odometer, Frame & Unibody. Mechanical Motor, Transmission, and Differential Noise.
- \*(Differential exemptions: Aviator, Explorer, Land Rover, Mountaineer, Range Rover and all Jeep Models),
- Green Light Does Not Include Radios, DVD'S, Power Accessories. 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 & replacement & would include, **but are not limited to:** clutches, tires, wipers, brake pads, shoes, rotors, belts, chains, hoses, lubricants /fluids, timing belts, bulbs, filters, shocks & struts.

### **YELLOW LIGHT (Caution):**

Except for announced special defects, seller represents the vehicle to be mechanically sound.

### **RED LIGHT (AS-IS):**

Without warranty of any kind. The following must be sold "(AS-IS)" & will not be subject to arbitration regardless of Seller's failure to make announcements.

Auction deems the following to be automatic RED Light (As Is) sales:

- A vehicle with a Sale Price of \$3,000.00 or Less
- A vehicle with a Mileage reading of 200,000 miles or Greater
- Any Specialty unit. (motorcycles, boats, campers & RV's, golf carts, etc)

The following **MUST** be Announced UNLESS sold under 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.
- Gray Market vehicles.
- Commercial/municipal vehicles (Police, Taxi-Cab, Etc)
- Any vehicle not equipped with catalytic converters
- 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,
- Vehicles with reassigned Vehicle Identification Number.
- Vehicles manufactured for the Canadian Market (Special rules apply).
- Manufacturer lemon-law buybacks when vehicle is in factory warranty.
- Vehicles on MSO
- Vehicles not equipped with factory A/C or missing airbags

Failure to make the appropriate announcement will subject the vehicle to arbitration *unless* the vehicle sells under Red Light/ As Is. Arbitration must occur within 7 calendar days of the 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 and no additional arbitration will be considered.

\*\*\*Please see the current PSI/ Arbitration Policy for more details.\*\*\*

### **BLUE LIGHT (TITLE ABSENT):**

Vehicle sold with title pending must be announced.



## Post Sale Inspection and Arbitration Policies

### Vehicle Qualifications:

Vehicles sold in the lane, under green or yellow light with a final sale price over \$3,000 and have less than 200,000 miles are eligible for a Post Sale Inspection.

- Post Sale Inspections must be requested day of sale and must be done **before** vehicle leaves the lot.
- **Any Vehicle that leaves Property is NOT subject to Post Sale Inspection or Sale Day Arbitration**

### The following are NOT eligible for a Post Sale Inspection or Arbitration:

- Any Vehicle Sold "AS-IS"
- Any Vehicle Sold "Red Light"
- Vehicles with a Sale Price of \$3,000 & under
- Vehicles with a mileage reading of 200,000 miles or greater
- Vehicles towed or pushed across the block or assisted with a battery pack
- Kit Cars - Exotic Vehicles - Modified Vehicles
- Specialty units: Motorcycles, ATV's, Boats, Campers & RV's, Golf Carts, etc
- Commercial/Heavy Duty Trucks & Equipment
- Vehicles with Diesel, Hybrid or Alternative Fuel Systems

### PSI Fees:

Mechanical PSI	\$ 65.00
Highline* Mechanical	\$ 100.00
Full PSI	\$ 90.00
Highline* Full	\$ 145.00
Frame Check Only	\$50.00

\*Highline units: Acura, Audi, BMW, Infiniti, Lexus, Mercedes Benz, etc

### MECHANICAL PSI's include:

- Odometer Verification
- Transmission Engages & Functions
- Engine Functions & Operation
- 4x4 System Engagement
- Differential Noise\*\* (Exceptions: Aviator, Explorer, Land Rover, Mountaineer and all Jeep models)

ALL ITEMS CHECKED IN PSI ARE  
GUARANTEED FOR 7 DAYS

### FULL PSI's include the above and

- Flood Inspection
- Structure Check for Unibody or Frame Damage

### Arbitration Terms & Conditions:

- Buyer may arbitrate for **one** eligible item **day of sale** at no charge.
- Diesel & Hybrid units are arbitral for Frame/Unbody ONLY.
- Vehicles that pass the PSI & are later found to have arbitral items may be returned within 7 days to be rechecked. •If an item that was inspected fails during the guarantee period, the item may be replaced or repaired at our option.
- If a vehicle passes PSI and buyer requests a 2<sup>nd</sup> opinion, the buyer is responsible for the cost the third party diagnostics if they agree with auctions original diagnosis.
- Vehicle condition at the time of return must be the same or better as when purchased and odometer must have 150 miles or less accumulated miles.
- Buying Dealer is responsible for verifying Model, Year, & Miles regardless of windshield marking. The auction is not responsible for the accuracy of written information on any vehicle.
- Non-Working Odometer Issues must be dealt with on day of sale.
- Auction is Not Responsible for Emission Inspection

**ITEMS NOT SUBJECT TO AUCTION ARBITRATION:**

This is a list of the most common items that are not subject to arbitration  
It is NOT a complete list of items that are not eligible.

- Air Ride systems
- Power Accessories
- Radios, DVD'S
- Navigation Systems
- Electrical Components (including locks on BMWs)
- Gauges/warning lights/indicators
- Computer control units
- Convertible tops (hard or soft)
- Brakes- ABS
- Hitches - Tow, Fifth, Trailer bolted or welded on Vehicles (unless removed)
- Airbags & Safety restraint systems &/or lights pertaining to these;
- Sludge
- Timing Chains/Belts
- Cam Phasers
- Any leaks on BMWs (all series)
- Standard, Turbo & Supercharger Clutches (Wear & Tear Item)
- Catalytic Converters (only arbitral if missing)
- Driveshaft / Axles / CV Joints
- Status of books, records & remaining factory warranty
- Status of luxury tax on MSO vehicles
- Air Conditioning
- Lift Kits / Altered Suspension / Structural Alterations for Altered Suspension.

**•THE POST SALE INSPECTION GUARANTEE IS NOT A BUY-BACK POLICY BUT A GUARANTEE OF THE OPERATION & FUNCTION OF THE ITEMS INSPECT**

**AUCTION POLICIES**

**Speedway Auto Auction of Charlotte  
Every Tuesday at 3:00 pm**

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

**Weekly Consignment Sales - "1<sup>st</sup> on the Leader Board in Customer Service" [www.speedwayaa.com](http://www.speedwayaa.com)**

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

Dealership Name \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Date: \_\_\_\_\_

01/10/2018