



Dealer Registration Packet

Dealership Name _____

Principle Owner _____

Address _____

Phone Number _____

Email Address _____

Send completed dealer packet to;

Attention: Avery Davis (Dealer Registration)

Office Number: (980)781-4718

Fax Number: (980)781-4217

Email: adavis@speedwayaa.com

Jordan Furr

jfurr@speedwayaa.com

Marketing Coordinator

980.781.4700

Additional Information needed to register at Speedway

- Dealer License
- Surety Bond (If Applicable)
- Sales Tax Certificate (If Applicable)
- Driver's License of ALL owners and representatives
- Salesperson's License
- Copy of Voided company check (If Applicable)
- Dealership 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 Monday and Speedway Auto Auction will NOT be responsible for lost or damaged in transit packages/letters. **

Date: _____ Dealership Name: _____

Print Name: _____ Sign: _____

Hold for pickup: Yes: ____ No: ____

Fedex Account #: _____

UPS Account #: _____

Regular Mail: _____

Address:

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's responsibility to advise the auction of any changes in carrier or account number. **

Speedway Auto Auction

224 NC Hwy 49 South Concord, NC 28025

Office: (980) 781-4700 Fax: (980) 781-4218



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.



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

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_____-(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 2021

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 time, 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. 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 the DASH.

Seller Responsibility for accurate announcements on units sold regardless of the light it is 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.

Buyer's Responsibility to verify the VIN, model, year, and mileage on all vehicles prior to bidding. The auction is not responsible for the accuracy of written information on any vehicle.

Payment is due at time of purchase and must be received before vehicles are gate passed. Payments not received by Thursday at 5pm following a sale 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 1pm Wednesday to finalize all IF sales. The buyer may request a Post Sale Inspection at time of purchase of any eligible IF sale.

Titles are due to the buyer within 30 days of purchase. If title is not received at auction by the 30th day, the buyer may return the vehicle. Buyer must call the auction 24 hours in advance to give notice of intent to return the vehicle - notices to return received by auction after 3pm will not be submitted until the following morning. The vehicle can only be returned during business hours and NO returns will be accepted on Sale Day. If a 24 hour notice is submitted later than 1:00 pm on Thursday the car CANNOT be returned until Monday at 10am.

The vehicle MUST be in like condition and odometer must have 300 or fewer accumulated miles on the odometer. The buyer will be charged an additional 50 cent per mile exceeding the 300-mile limit. If a vehicle left the auction in running condition it must be returned in the same condition. 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" until buyer receives title. Auction/Seller is also not obligated to reimburse buyer for any transportation costs.

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

Fees

- 1) A \$100 STORAGE FEE will be added to any vehicle that is left on property later than 9am on Monday morning following the sale.
- 2) A \$100 LATE FEE will be assessed on all purchases not paid for by 5pm on Thursday following the sale.
- 3) A \$150 TITLE FEE will be charged for obtaining duplicate titles.
- 4) A \$150 SERVICE FEE will be assessed on ALL returned checks.

Return Check Policy

- 1st Returned Check - Customer will be placed on "Title Hold" status for 30 days. (Title will be held for 7 days to verify that check clears)
- 2nd Returned Check - Customer will be placed on "Cash Only" status for future purchases.

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 within 7 days of purchase. Vehicles are not to be left in outside lot or dealer parking overnight and may be towed at owner's expense.

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

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 (but not limited to) 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):

Seller responsibility to announce any known vehicle or title history issues.

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.

Blue Light (TITLE ABSENT):

Vehicle sold with title pending must be announced.

The following **MUST** be Announced:

- 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 missing or damaged airbags

Failure to make the appropriate announcement will subject the vehicle to arbitration.

THE AUCTION IS NOT RESPONSIBLE FOR ADMINISTRATIVE OR CLERICAL ERRORS.

SALE DAY ARBITRATION

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.

P.S.I. ARBITRATION must occur within 7 calendar days of the date of sale - **SALE DAY IS DAY 1 FOR ALL ARBITRATIONS.** Buyer must call auction with intent to return vehicle for arbitration and must include what item the vehicle is being arbitrated for. Vehicle must be on auction property by 5pm on Monday. Please see the current PSI/ Arbitration Policy for more details.

ARBITRATIONS AND REQUEST FOR P.S.I. MUST BE DAY OF SALE

Auction deems the following to be

AS IS and **NOT** eligible for PSI or arbitration regardless of sale light:

- Any vehicle with a Sale Price of \$3,000.00 or less
- Any vehicle with a mileage reading of 200,000 miles or greater
- Any vehicle 20 model years or older
- Any Specialty unit. (Motorcycles, boats, campers & RV's, golf carts, etc)
- Hybrid & Alternative Fuel Vehicles

THE AUCTION RESERVES THE RIGHT TO VOID ANY TRANSACTION FOR ANY REASON AND THE DECISION OF AUCTION MANAGEMENT SHALL BE FINAL IN ALL DISPUTES.

POLICIES UPDATED MARCH 2021

**Speedway Auto Auction
224 Highway 49 South
Concord, NC 28025**

**Monday, Wednesday, Thursday 9AM - 5PM
Tuesday 9AM - Until
Friday 9AM - 1PM**

Phone: 980-781-4700

Fax: 980-781-4217

Weekly Consignment Sales - Tuesday 2:15PM

“Service is what we do best”

www.speedwayaa.com

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

Dealership Name _____

Printed Name _____

Signature _____

Date _____



Bank Authorization Letter

To Whom It May Concern:

In order to enable the undersigned company to participate in AuctionACCESS'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 AuctionACCESS, LLC, its affiliate Auction Insurance Agency, and those customers that subscribe to AuctionACCESS'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, AuctionACCESS, 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.

AuctionACCESS ID: _____

Name: _____

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)



Bank Reference Letter

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

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
 26A
 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: _____