



## Dealer Registration Packet

Dealership Name \_\_\_\_\_

Dealership Auction Access \_\_\_\_\_

Principle Owner \_\_\_\_\_

Dealership Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Send completed packet to:

**Attention:** Caroline Golden (Dealer Registration)

Office Number: (980)781-4700

Email: [CGolden@speedwayaa.com](mailto:CGolden@speedwayaa.com)

### Additional Information Needed for Registration:

- Dealers License
- Surety Bond (If Applicable)
- Sales Tax Certificate
- Drivers License of All Owners and Reps
- Salesperson License (NC)
- **\*ORIGINAL\*** Notarized SWAA Power of Attorney from OWNER

**\*\* FOR COMPLETED REGISTRATION, ALL DOCUMENTS MUST BE SIGNED AND COMPLETED. ANY MISSING INFORMATION MAY RESULT IN FAILUR TO ATTEND THE SALE. \*\***



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 to have the titles sent. **\*\*Please be advised: In the event you wish to have the titles sent REGULAR mail, those will go out 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 #: \_\_\_\_\_

Priority \_\_\_\_\_ Standard \_\_\_\_\_ 2 Day \_\_\_\_\_

Regular Mail: \_\_\_\_\_ **\*\* Regular Mail is sent out every Friday \*\***

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

Please be advised it is the recipient's responsibility to advise the auction of any changes in carrier or account # 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 Action 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 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 regards 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 \_\_\_\_\_

Speedway Auto Auction  
224 NC Hwy 49 South Concord, NC 28025  
Office: (980) 781-4700 Fax: (980) 781-4218



**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 2023

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. Speedway AA will **NOT** issue guest or driver badges.

Auction issued BIDDER BADGES 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 \$250 TITLE FEE will be charged for obtaining duplicate titles.
- 3) A \$150 SERVICE FEE will be assessed on ALL returned checks.
- 4) A \$100 PAYMENT CANCELLATION FEE will be charged for any exchanged payments.
- 5) A \$10 PER SIGNATURE NOTARY FEE.



**\*\*IN ORDER TO PAY WITH CHECK: WE NEED A COPY OF A VOIDED COMPANY CHECK AS WELL AS 2 MONTHS OF BANK STATEMENTS.\*\***

### **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.

### **TEST DRIVES**

**AFTER** purchasing a unit, a test drive will come available. The buyer will go on a test drive with our lot attendant Petr. If needed the purchase will be unwound.

**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

*Speedway Auto Auction Auto Liability Coverage. Notwithstanding release of liability terms herein, Speedway Auto Auction agrees to provide primary auto liability coverage for Dealers while Speedway Auto Auction employees or its designees operate non-owned Dealer vehicles whether on the premises or over the road.*

**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 2023

Speedway Auto Auction

Monday, Wednesday, Thursday 9AM – 5PM

Friday 9AM – 1PM

224 Highway 49 South Tuesday 9AM - Until

Concord, NC 28025 Friday 9AM – 1PM

Phone: 980-781-4700

Fax: 980-781-4217

Gate Hours

Monday-Friday 8AM – 9PM

Saturday & Sunday 9AM – 5PM

Tuesday Consignment Sales

BX Lane 1:30PM (Lane D)

A & B Lanes 2:00PM

C & D Lanes 2:15PM

"Service is what we do Best"

[www.speedwayaa.com](http://www.speedwayaa.com)

# Post Sale Inspection Fees

\*Effective March 2023\*

Mechanical PSI (under \$20,000)	\$90
Mechanical PSI (\$20,000 and up)	\$120
Full PSI (under \$20,000)	\$125
Full PSI (\$20,000 and up)	\$145
Diesel Full PSI	\$145
Frame Check Only	\$70

## MECHANICAL PSI INCLUDES

- Odometer verification
- Transmission Engages and Functions
  - Engine Performs As Specified
  - 4X4 System Engagement
- Differential Noise with the following exceptions:  
*Explorer, Aviator, Land Rover, Range Rover, and ALL Jeep Models*

## FULL PSI INCLUDES THE ABOVE PLUS:

- Flood Inspection
- Structure Check for Unibody or Frame Damage

**\*\*IMPORTANT\*\***

Vehicles with over 200,000 miles or (TMU) vehicles are not eligible for Post Sale Inspections

**ALL Scott Clark, Gastonia Chevrolet, Parks, and Mark Ficken Units UNDER \$5,000 are AS-IS and are not eligible for PSI**

**ALL INSPECTED ITEMS ARE GUARANTEED FOR 7 DAYS**

Auction Policies 2023

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

Dealership Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

I would like to get automatic post sale inspections for my eligible purchases. (Please leave blank if no)

Full Post Sale Inspection \_\_\_\_\_

Mechanical Post Sale Inspection \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_