

Athens Auto Auction

Let us introduce ourselves! We are Athens Auto Auction located at 5050 Atlanta Highway, Athens, GA. We opened in February of 2009 and in that period of time; we have made a name for ourselves as a great place to do business! Here are just a few of the things that set us apart from our competition!

WE HOST OVER THE TOP SALES EVERY TUESDAY AT 6:30 P.M.

We offer such amenities:

Referral program

- Dealers refer your friends and receive \$50.00

Auction Guarantee

- Rerun a previously purchased vehicle from Athens Auto Auction and receive NO seller fees!

Century club

- Members are inducted into the Century Club once they have Bought/Sold 100 Units.

Bicentennial Club

- Join this exclusive club once you've Bought/Sold 200 Units.

Title Services

- Duplicate Title, Bonded Title, Expedited Title, and much more!

We also accept the following floor plans: AFC, DSC, CARBUCKS, Dealer Remarketing, Automotive Dealer Finance, Floorplan Xpress, Auction Credit, Vehicle Acceptance Corp, Westlake Flooring Services, ACE and CFS.

Athens Auto Auction would love to add you to our ever expanding Dealer Family!



www.athensautoauctionga.com



5050 Atlanta HWY Athens, GA 30606
Main: 770.725.7676 Fax: 770.725.9076

AUCTION USE ONLY
DEALER # _____
REG. DATE _____
NEW () UPDATE ()

Please make sure all required documents are returned with this form.

Dealer Registration Form

All Vehicle purchases must be settled on sale day. We will hold Checks for title attached vehicles until the title is turned into the Auction. This Dealer registration form must be filled out completely, And the owner’s signature is required on registration form where Applicable.

REQUIRED DOCUMENTS:

- Copy of Dealer License
- Dealer Permanent ID#
- Copy of Sales Tax Certification
- Copy of Drivers License (all agents)
- Employer Fed ID#
- Copy of Master Tag
- Copy of Liability Insurance
- Copy of Dealers Bond

DEALER INFORMATION

Legal Business Name _____ DBA (if applicable) _____ Date Started _____

Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Telephone# _____ Fax# _____ E-Mail _____

Business Type: () Sole Proprietorship () Partnership () Corporation () Limited liability

Dealer Type: () New () Used () Lease () Wholesale

Dealer Permanent ID# _____

Federal Taxpayer Identification # (Social Security #, if Sole Proprietorship) _____

State Taxpayer Identification # _____ Date Established _____

Dealer License # _____ License Expiration Date _____

Dealer Tag # _____ Tag Expiration Date _____

Liability Insurance Company _____ Policy # _____

Check All That Apply: Do you expect to: () Buy () Sell

Payment Method: () Cash () Checks (on approval) () Floorplan Company _____

Choose a Method to Process Your Checks and Titles: () Mail Daily (priority) () Hold for Pickup

OWNER INFORMATION

(1) Name _____ Percent of Ownership _____
Home Address _____ City _____ State _____ Zip _____
Home Telephone # _____ Cell Phone # _____ D.O.B. _____
Social Security # _____ Driver’s License # _____ Drivers License State _____

(2) Name _____ Percent of Ownership _____
Home Address _____ City _____ State _____ Zip _____
Home Telephone # _____ Cell Phone # _____ D.O.B. _____
Social Security # _____ Driver’s License # _____ Drivers License State _____



5050 ATL HWY Athens, GA 30606

Dealer Registration Agreement

This Dealer Registration Agreement, dated as of _____, is made entered into by and between (Dealer) _____ and Athens Auto Auction. In consideration to the following recitals, representations, guarantees, covenants, and agreements containing herein, Dealer and Auction agree as follows:

1. Dealers represents that it is a licensed vehicle dealer engaged in the business of buying and selling vehicles. Dealer has proven to Athens Auto Auction as a completed Dealer information sheet as required by the Auction and Dealer represents that all information provided thereon is true and correct.
2. Dealer recognizes and acknowledges that Athens Auto Auction is not to be deemed to be the seller of any vehicle for any purpose nor is the transferor required to give the federal odometer mileage statement in connection with any sales at this location within contemplation of the Motor Vehicle Information and Cost Savings Act of 1972(pub.L.92-513), as amended, or similar laws. The seller name on the bill of sale is the transferor within the contemplation of such laws.
3. All sales at the Auction are conducted under published Auction Rules/Policies, as amended from time to time.
4. The person indicated in this Dealer Packet as “Authorized Agents” are duly authorized by Dealer to buy and sell automobiles, to execute checks or drafts, and to sell execute bill of sale, Odometer Mileage Statement, assignments of title, and warranties of title on behalf of Dealer in writing to the Auction. Dealer does hereby guarantee all transactions made by such persons, and does indemnify and hold harmless the Auction from all loss or expense caused it as a result of any such transaction including, but not limited to losses from dishonored checks or drafts, defected titles, and false or inaccurate Odometer Mileage Statements as well as any expense incurred in attempting to collect such loss, including attorney’s fees.
5. Dealer authorizes the Auction to act as Dealers attorney-in-fact to purchase, sell and transport vehicles, and or behalf to execute and documents necessary to transfer ownership thereof and any disclosure statements relating thereto. Except for negligence on the part of the Auction, Dealer agrees to indemnify the Auction, hold the Auction harmless, and defend the Auction against any claims, loss, damage, expense, and attorney fees that the Auction may sustain by reason of so acting Dealer.
6. Dealer assumes all risk of loss, liability, and damage incident to or arising out of any vehicle left on the premises and the Dealer shall provide insurance for such loss, liability, and damage.
7. With respect to each and every vehicle delivered by the Dealer to the Auction for sale, Dealer represents to the Auction and the buyer of that vehicle that:
 - A. Dealer will fully and accurately disclose the description, and mileage of the vehicle and solely responsible for such representation.
 - B. Dealer is the true and lawful owner of this vehicle.
 - C. Dealer is responsible for all back taxes owed on the vehicle.
 - D. Dealer has good and right power to sell the vehicle.

- E. Dealer guarantees, without exception, that the title to the vehicle is free and clear of all encumbrances and other defects; and Dealer will hold the buyer and the Auction harmless for any loss, liability, or expense resulting from any defect in title.
 - F. Within the time allowed by the Auction Rules, Dealer will deliver to the Auction, as agent, good title to the vehicle, free and clear of all liens or encumbrances, with related disclosure statements. Upon such delivery, the Auction agrees to pay Dealer the purchase price of the vehicle less any fees of owing to the Auction.
 - G. Dealer agrees to pay to the Auction such fees as the Auction Rules/ Policies provide for any vehicle which goes through the Auction but is not sold. Dealer specifically grants to the Auction a processor lien against any such vehicle for which is due for the payment of such fee.
 - H. Dealer will hold harmless and indemnify the auction and the buyer against any warranty or representation contained herein.
8. With respect to each and every vehicles purchased by Dealer, Dealer agrees that:
- A. The Auction does not inspect vehicles delivered to it for the sale; further, the seller is responsible for all representatives of description, condition, and mileage and for disclosure statements relating to the vehicle.
 - B. Dealer will examine any vehicle bought and accept the vehicle in its present condition.
 - C. Dealer will pay the Auction the purchase price of the vehicle by check or cash (as required by the Auction) immediately upon the tender of good title there to. Upon failure to so pay, Auction may without further notice to the Dealer dispose of such vehicle through subsequent Auction sale, and Dealer shall be liable to the Auction for all costs of collection, loss on resale of the vehicle, and any other damage the Auction may sustain, including reasonable attorney fees incurred in collecting payments due and interest.
 - D. The title and ownership of the vehicle shall remain in the name of the seller of the vehicle until any check is given as payment for the vehicle has been honored and paid in full.
9. Dealer agrees to honor payment of any check immediately when properly presented to Dealer's bank for payment. Dealer will not, under any circumstances, stop payment of its check without the advance written approval of any authorized representative of the Auction; then if approved, Dealer will return the vehicle at Dealers expense to the Auction's place of business within 24 hours. Dealer further agrees to hold the Auction harmless for and indemnify the Auction against any loss as a result of check being dishonored by the bank upon which it is drawn.
10. Dealer hereby authorizes the Auction to investigate Dealer's credit history including but not limited to the banks and other financial institutions with whom the Dealer does business and agrees to execute any documents required by any such bank or financial institution to release financial information to the Auction.
11. The Auction guarantees to the buyer good and valid title to each vehicle bought at the Auction subject to the following terms, conditions, and limitations.
- A. The guaranty covers only invalidities in title existing at the sale and does not cover more technical defects which can be removed by execution and delivery to the buyer, or prior owners of legally required papers without the necessity of any payment.
 - B. The amount of the Auction's liability under its guaranty shall never exceed the sale price of the vehicle, and the maximum amount of the Auction's liability shall be reduced by deducting from the sales price 2% thereof on the first of each month following the date of the sale and all liability of the Auction will expire and terminate on the first day of forty-eight (48) month after the date of the sale.
 - C. The guaranty is expressly limited to the Dealer who purchased the vehicle at the Auction, and the guaranty is not negotiable or transferable.
 - D. The guaranty shall be void if the buyer does not pay the purchase price for the vehicle.

- E. Whenever any claims is made by any person against the title of the vehicle, whether by any suit or otherwise, the buyer shall within five (5) days after becoming aware of "the claim notify" the Auction giving full particulars of the claim, and shall cooperate fully in defending any legal action or taking any other steps to minimize possible loss.
 - F. On payment of any claim under the guaranty, the buyer will execute all necessary paper subrogation its right to recover against the seller, or others, to the Auction.
 - G. The buyer shall not surrender possession of the vehicle to any claimant except as required by legal process, nor shall buyer voluntarily payer acknowledge the validity of any such claims without prior approval of the Auction.
 - H. Time is of the essence of this section of this agreement and any failure of the part of the buyer to notify the Auction of any such claim shall violate the Auction's liability under the guaranty. Likewise failure of the buyer to cooperate in defending any such claims shall relieve the Auction of liability under the guaranty.
 - I. The guaranty does not include motorcycles, boats, campers, or trailer titles.
 - J. The guaranty does not apply to vehicles sold by bill of sale without title.
12. The agreement may be terminated by the Auction at any time with or without cause. The parties' obligations under this agreement with respect to transactions completed prior to shall survive termination.
13. Only an instrument in writing signed by both parties may amend this agreement.
14. Any controversy or claim arising out of this agreement or relating in any way to any transaction at the Auction or otherwise in which Dealer engaged pursuant to this agreement shall be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator's (which may include the costs of arbitration and reasonable attorney's fees to the prevailing party) may be entered any court having jurisdiction thereof.
15. Seller has the right to "Green Light" a vehicle AFTER the bid becomes \$3000.00 or more. ONLY the motor, transmission, and rear-end are able to be up for arbitration.
16. The cost of repairs MUST exceed \$500.00 to be arbitratable.

Dealer:

Name: _____
SIGNATURE: _____
TITLE: _____

Auction:

Athens Auto Auction
SIGNATURE: _____
TITLE: _____



5050 ATL HWY, Bogart, GA 30622
770.725.7676 Fax: 770.725.9076

Auction Rules and Arbitration Policy

www.athensautoauctionga.com

1. This Auction complies with all state, local, and federal laws. All dealers must be licensed by their state and registered with this auction prior to doing business.
2. All dealers must be 18 years of age. Children under 16 years of age are not allowed at the auction.
3. Dealers and guest of dealers must wear their bidder number in order to buy and sell.
4. Dealers are responsible for the actions of their employees, reps, and guest.
5. All returned checks will be charged a \$100 returned check or draft fee.
6. No vehicle will be offered for sale without the VIN plate attached in the designated area. The auction reserves the right to refuse the sale of any vehicle in which the identification plate appears altered in any way. Such vehicles may be subject to seizure.
7. All purchases must be paid for on the sale day/day of purchase. All fees for a service are due on the day of sale or fees will be deducted from the sale proceeds at the time transactions are settled.
8. All transactions conducted on auction property must clear through our office. (WHICH INCLUDE OUTSIDE SALES) Any dealer found in violation of this policy will be in violation of his/her auction privileges.
9. All vehicles must have a gate pass before leaving the premises. Gate passes are only issued from the main office during office hours. Vehicles are subject to a trunk and interior inspection prior to leaving the auction lot.
10. All vehicles are consigned at the owner's risk. The auction is NOT liable for theft or damage to any vehicle left at the auction. Sellers are advised to remove personal property, cellular phones, etc. from their vehicle.
11. Auction management reserves the right to refuse service to anyone.
12. Please have your vehicle on the premises as early as possible. Vehicles must be represented accurately and fairly. Unsafe vehicles will be towed across auction block or run during our monthly inop sale.
13. Title discrepancies must be brought to the auction's attention no later than 30 days from the receipt of the title.
14. To the best of the seller's knowledge, all information, condition, description, known defects, mileage, and disclosure statements relating to the vehicle are accurate and fully disclosed.

Payment

1. Buyers must pay for all purchases on the DAY OF THE SALE or the day of purchase.
2. All purchases must be paid for with certified funds or money order unless approved to use Dealership business checks. The only exception to the above will be pre-approved floor planning.
3. No checks or funds will be issued to the Seller for sold vehicles until a negotiable title has been remitted to the auction.
4. Under NO circumstances shall any Dealer stop payment on a check.

“IF” Policy

If the seller announces that the vehicle will be sold on an “IF” basis after the bidding concludes, the buyer may reject the sale at the block or accept the “IF” sale and be obligated to purchase the vehicle within 24 hours following the time of the sale. **It is the buyers responsibility to verify an “IF” sale resolution. Any “IF” sale approved within the time limits will be considered a sale regardless of whether the buyer has received notification within the time frame.**

Off the Block Sale

Any sale in which the Auctioneer does not state the selling price of the vehicle or “sell under the hammer” is considered an “off the block sale.”

- a. “Off the block sales” will be binding between the buyer and seller. NO ARBITRATION ON OFF THE BLOCK SALES.
- b. All “off the block sales” are conditional until the buyer pays for the vehicle. Up until the time of payment, the sale is not binding on either party.
- c. Once an “off the block sale” has been paid for, the vehicle becomes “AS-IS” property of the buyer. Buyer needs to check “off the block sale” vehicles very carefully before purchasing, since they are not arbitratable for any reason, including frame/unibody damage. Vehicles sold immediately after crossing the block are still subject to the announced conditions noted on the Auction Block Ticket.
- d. Sellers may guarantee off the block sales, but must do so in writing.

Arbitration Policy

Vehicles are arbitrational for 1 hour from the time of sale. NO exceptions. Any arbitrated vehicle becomes an “AS-IS” transaction, with no further arbitration for mechanical defects.

- A. The Auction reserves the right to review any audio/video documentation for verifying accuracy of the sale.
- B. All guaranties as stated by the seller are those of the seller only. The auction does not make any guaranties expressed or implied. The auction assumes no responsibility for vehicle record books, service records, warranty vehicles, or history.
- C. The auction does not guarantee information listed in Electronical Data Vehicle Histories (i.e., CarFax, AutoCheck, etc.) and may not arbitrate solely on EDVH data.
- D. The auction does not guarantee any warranty books, plates, or the year of kit vehicles, trailers, motorcycles, watercrafts, recreational vehicles, vehicles over 20 years old, homemade (will be defined by each auctions’ resident state regulations) or modified vehicles. All of these vehicles are sold “AS-IS” and have no odometer or frame guarantee. The auction does not guarantee titles on watercrafts.
- E. Engines/Rear Ends/Transmissions/High Mileage Vehicles - no arbitration on noises that are inherent or typical to a particular model or manufacturer, unless deemed “excessive” by the arbitrator on non-warranty items.
 - i. Jeep Cherokee and Jeep Grand Cherokee vehicles are not arbitrated for rear end noises.
 - ii. Ford 5.4 engines are not arbitratable for cam phase sensor noise.

- F. Standard transmissions cannot be arbitrated for manual clutches unless completely inoperative.
- G. All mechanical arbitration is the day of sale, unless there is a pending Post Sale Inspection (PSI). Tomorrow is too late. It is the auctions responsibility to inform the seller of any arbitration resulting from the sale day.
- H. Manufacturer's Warranty: the availability of a manufacturer's warranty shall not affect a Buyer's right to arbitrate a vehicle.
- I. The arbitrator will inspect only the defect(s) which are on the arbitration form. Each vehicle is allowed ONE chance at mechanical arbitration. If price adjustments are made and accepted, vehicle becomes "AS-IS" property of buyer and is not subject to any further arbitration for mechanical defects or adjustments. The decision of the arbitrator is final, and binding to both Buyer and Seller.
- J. All pending Post Sale Inspections (PSI) will be done the day after the sale and will be final.

The following items are subject to arbitration unless otherwise announced:

- A. Paint work on current model year vehicles
- B. Frame damage and Uni-body damage must be announced for any vehicle that has sustained damage in a structural or supporting area whether it has been repaired or not. The Auction does not consider damage to the core support, minor dents, scrapes, lift marks, or transport tie down damage as required announcements. Buyer has 7 days (by close of business) from the date of sale to return unannounced damage.
- C. Internal parts of engine, transmission, and rear end.
- D. Internal parts of four wheel drive system
- E. Non-standard engine or transmission, altered or missing emission requirement, or major exceptions to original or advertising production specifications of items deleted or added, including airbag safety restraint system, must be announced, missing or deployed air bag safety restraint system must be arbitrated within one hour NOT arbitratable on frame cars.
- F. Broken, replaced, or altered odometers must be announced as TMU. All vehicles sold TMU must be sold under the yellow and red light are sold "AS-IS" mechanically. Vehicles sold as TMU must be announced over 100,000 miles, 200,000 miles, etc. if the title indicates such. Buyer must verify odometer is working prior to removing vehicle from sale.
- G. "Grey Market" vehicles must be announced/sold "AS-IS"
- H. Salvage, flood, or constructed vehicles. The sale of a vehicle with a documented salvage, flood, or reconstructed history will only be permitted provided a proper announcement is made. These vehicles are to be sold under the "Red-Light" subject to any and all mechanical and/or physical defects. Sellers who neglect to announce these vehicles will be required to repurchase these vehicles regardless of circumstances, or to make suitable adjustments. Buyers of this type of vehicle should contact their titling authority prior to purchasing these vehicles to be certain of the requirements they must meet to obtain a title to retail these vehicles. Auction will not become involved in any dispute arising from the sale or purchase of any salvage, flood, or reconstructed vehicle, whether announced or not, after 6 months from date of purchase.

Dealer Name (printed)

Dealer Signature



Athens Auto Auction
 5050 ATL HWY, Athens, GA 30606
 770.725.7676 Fax: 770.725.9076

Dealer References

Please complete dealer reference section

Dealer Organization: _____ **Date completed:** __/__/__

Name: _____
 Title: _____
 Company: _____
 Street Address: _____
 City, State, Zip: _____
 Phone Number: _____
 Email: _____
 Relationship: _____
 Okay to contact: Yes No

Comments:

Name: _____
 Title: _____
 Company: _____
 Street Address: _____
 City, State, Zip: _____
 Phone Number: _____
 Email: _____
 Relationship: _____
 Okay to contact: Yes No

Comments:

Name: _____
 Title: _____
 Company: _____
 Street Address: _____
 City, State, Zip: _____
 Phone Number: _____
 Email: _____
 Relationship: _____
 Okay to contact: Yes No

Comments:



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Attention Dealers:

This Form is for your authorized buyers/sellers. Therefore any person that enters the Auction and tries to buy or sell as a dealer **must be an authorized representative** for my company (name of company) _____. I understand and agree that the authority of the person(s) listed below to act on behalf of my company shall continue in full force and aft until terminated by myself in writing to Athens Auto Auction. I hereby guarantee all transactions made by such person(s), and agree to indemnify and hold harmless Athens Auto Auction from all loss of expenses incurred in attempting to collect such losses, including attorney's fees.

*Please List below **ALL** representatives for your company.

DATE COMPLETED: ___/___/___

DEALERSHIP NAME: _____

OWNER OF DEALERSHIP: _____

SIGNATURE OF OWNER: _____

AUTHORIZED REPRESENTATIVES NAME

PHONE

THANK YOU FOR YOUR COOPERATION REGARDING THIS MATTER, AND AS ALWAYS, WE LOOK FORWARD TO DOING BUSINESS WITH YOU.

Sworn and subscribed before me in this _____ day of _____ 20____.

Notary Public _____



Athens Auto Auction

5050 ATL HWY, Athens, GA 30606

770.725.7676 Fax: 770.725.9076

Section 1: Dealer

Bank Name: _____ Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

Section 2: Attention Financial Institution Account Manager

Please remit account verification information requested below

Customer Account Name: _____

Account Holder Name: _____

Account Number: _____

Account Date Opened: _____

Average Account Balance:

Low: _____ Medium: _____ High: _____

NSF's in last 6 months: _____

Number of Checks Returned: _____

Representative Releasing this Information: _____

Signature: _____

Date: ___ / ___ / ___

*** Form must be filled out, signed, and dated then faxed by a bank employee*
May not be hand delivered unless notarized**

DEALER BUY AND SELL FEE STRUCTURE:

BUY/ SELL PRICE	FEE
\$1 - \$499	\$100.00
\$500 - \$999	\$120.00
\$1000 - \$1499	\$150.00
\$1500 - \$1999	\$160.00
\$2000 - \$2499	\$170.00
\$2500 - \$2999	\$180.00
\$3000 - \$3499	\$190.00
\$3500 - \$3999	\$200.00
\$4000 - \$4999	\$210.00
\$5000 - \$5999	\$220.00
\$6000 - \$6999	\$230.00
\$7000 - \$7999	\$240.00
\$8000 - \$8999	\$250.00
\$9000 - \$9999	\$260.00
\$10,000 - \$11,999	\$270.00
\$25 PER \$1000 THERE AFTER	
Vehicle Run Fee	\$10.00
Title Absent Fee	\$30.00
Return Check Fee	\$100.00
Re-Deposit Check Fee	\$50.00
Storage Fee (May Apply)	\$10.00
Floorplan Fee (per vehicle)	\$15.00

