



FORT WAYNE AUTO TRUCK AUCTION DEALER REGISTRATION AGREEMENT

This Dealer Registration Agreement (“Agreement”), dated as of _____, is made and entered into by and between _____ (“Dealer”) and Fort Wayne Auto Truck Auction (“Auction”). In consideration of the following recitals, representations, guarantees covenants, and agreements contained herein, Dealer and Auction agree as follows:

1. Dealer represents and warrants that it is a licensed vehicle dealer engaged in the business of buying and selling vehicles. Prior to engaging in a business at the Auction, Dealer shall provide Auction a completed Dealer Information Sheet. Dealer represents and warrants that all information provided on Dealer Information Sheet is true and correct.
2. Dealer acknowledges and agrees that the Auction is not the seller of any vehicle at auction, nor is it the transferrer required to give the Federal Odometer Disclosure Statement in connection with the sale of any vehicle at the Auction as contemplated by the Motor Vehicle Information and Cost Savings Act of 1972 (Pub.L. 92-513), as amended, or similar laws. The seller named on the bill of sale shall be the transferrer within the contemplation of such laws.
3. All sales at the Auction are conducted under published individual auction Rules/Policies and Procedures. Dealer acknowledges that it is responsible for obtaining a copy of the applicable auction Rules/Policies and Procedures and Dealer agrees to be bound by such Rules/Policies and Procedures, as amended from time to time.
4. The person(s) indicated on the Agent Authorization Sheet as “Authorized Agent” are duly authorized by Dealer to buy and sell automobiles, to execute checks or drafts, and to execute bills of sale, odometer disclosure statements, assignments of title, and warranties of title on behalf of Dealer. The authority of such persons to act on behalf of Dealer shall continue in full force and effect until terminated by 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 claims, losses, damages, and expenses caused by it as a result of any such transaction including but not limited to losses from dishonored checks or drafts, defective titles and false or inaccurate odometer disclosure statements as well as any expense incurred in attempting to collect such losses, including attorneys' fees.
5. Dealer authorized to Auction to act as Dealer's attorney-in-fact to purchase, sell and transport vehicles, and on Dealer's behalf to execute any documents necessary to transfer ownership thereof and any disclosure statements relating thereto. Dealer agrees to indemnify the Auction, hold the Auction harmless, and defend the Auction against all claims, loss, damage, expense, and attorneys' fees that the Auction may sustain by reason so acting for dealer, unless such claim arises directly from the Auctions' willful misconduct.
6. Dealer assumes all risk of loss, liability, and damage incident to or arising out of any vehicle left on the Auction's premises and Dealer shall provide insurance for such loss, liability and damage. Auction disclaims all liability, in tort, contract, or otherwise, for such loss, liability and damage.
7. With respect to each and every vehicle delivered by Dealer to an Auction facility for sale, Dealer represents to Auction and to the buyer of vehicle that:
 - (a) The vehicle is in safe condition to operate on the public highways and complies with applicable laws, including laws relating to safety, performance and environmental standards;
 - (b) Dealer will fully and accurately disclose the description, condition, known defects and mileage of the vehicle and to be solely responsible for such representations;
 - (c) Dealer is the true and lawful owner of the vehicle;
 - (d) Dealer has the right and power to sell the vehicle;
 - (e) Dealer guarantees, without exception, that title to the vehicle is free and clear of all encumbrances and other defects, and Dealer will hold the buyer and Auction harmless for any loss, liability, or expense resulting from any defect in such title;
 - (f) Within the time allowed by the Auction Rules/Policies and procedures. Dealer will deliver to the Auction, as agent, good title to the vehicle, free and clear of all liens or encumbrances, together with all related disclosure statements. Upon such delivery, the Auction agrees to pay Dealer the purchase price of the vehicle, less any fees owed.
 - (g) Dealer agrees to pay the Auction such fee 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 possessory lien against any such vehicle for which a fee is due as a security for the payment of such fee.
 - (h) Dealer will hold harmless and indemnify the Auction and the buyer if the vehicle or of any warranty or representation contained herein:
8. With respect to each and vehicle purchased by Dealer, Dealer agrees that:
 - (a) The Auction does not inspect vehicles delivered to it for sale; rather, the seller is responsible for all representations, of description, condition, mileage and for disclosure statements relating to the vehicle;
 - (b) Dealer will examine any vehicle purchased and accept the vehicle in it's present condition;
 - (c) Dealer will pay the Auction the purchase price of the vehicle by draft, check or cash (as requested by the Auction) immediately upon tender of good title thereto. Upon failure to pay, Auction may without further notice to Dealer dispose of such vehicle through a 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 attorneys' fees incurred in collecting payments
 - (d) The title and ownership of the vehicle shall remain with the seller of the vehicle until any check or draft given as payment for the vehicle has been honored and paid in full.

**FORT WAYNE AUTO TRUCK AUCTION
DEALER REGISTRATION AGREEMENT**

9. Dealer agrees to honor payment of any check or draft immediately when properly presented to a Dealer's bank for payment. Dealer will not under any circumstances, stop payments of its check or draft without the advance written approval of an authorized representative of the Auction: then if approved, Dealer will return the vehicle at the Dealer's expense to the Auction's place of business . Dealer further agrees to hold the Auction harmless for and indemnify the Auction against any claims, losses, damages and expenses as a result of a check or draft or Dealer being dishonored by the bank upon which it is drawn.
10. Dealer hereby authorizes the Auction to investigate Dealers' (including its Principals) credit history including but not limited to the banks of other financial institutions with whom Dealer does business and agrees to execute any documents required by any such banks or financial institution to release financial information to the Auction.
11. The Auction, subject to the below terms, conditions, and limitations, guarantees to the buyer that each vehicle bought at the Auction is not stolen or mortgaged at the time of such purchase by buyer.
 - (a) The guarantee covers on invalidates in title existing at time of the sale and does not cover technical defects which can be removed by execution and delivery to the buyer, or prior owners, of legally required papers without the necessity of monetary payment.
 - (b) The amount of the Auction's liability under its guaranty shall never exceed the sale price of the vehicle, and maximum amount Auction's liability shall be reduced by deducting for the sale price 2% thereof on the first day of each month following the date of sale, and all liability of the Auction of the Auction will expire and terminate on the first day of the forty-eighth month after the date of sale.
 - (c) The guaranty is expressly limited to the Dealer who purchased the vehicle at Auction, and the guaranty is not negotiable or transferable.
 - (d) The guaranty shall be void ab initio if the purchase price for the vehicle is not paid by the buyer.
 - (e) The guaranty does not protect against defects in the title known to the buyer whether or not listed as exceptions to the title on the Auction's invoice
 - (f) Whenever any claim is made by any person against the title of the vehicle, whether by suit or otherwise, the buyer shall within five days after becoming aware of the claim notify the Auction in writing, giving full particulars of the claim, and shall cooperate fully in defending any legal action or taking any other steps to minimize possible loss.
 - (g) On payment of any claim under the guaranty, the buyer will execute all necessary papers subrogating its right to recover against the seller, or others, to the Auction.
 - (h) The buyer shall not surrender possession of the vehicle to any claimant, except as required by legal process, nor shall buyer voluntarily pay or acknowledge the validity of any such claim without prior approval of the Auction.
 - (i) Time is of the essence of this section of this Agreement and any failure on the buyer to notify in writing the Auction of any such claim shall relieve the Auction of liability under the guaranty.
 - (j) The guaranty does not apply to motorcycles, boats, campers, or trailers.
 - (k) The guaranty does not apply to vehicles sold by bill of sale without title.
12. The agreement may be terminated by the Auction at anytime with or without cause. The parties' obligations under this Agreement with respect to transactions completed prior to termination shall survive termination.
13. This Agreement may be amended only by an instrument in writing signed by both parties.
14. This Agreement hereto constitutes the entire understanding of the parties and supersedes all prior negotiations.
15. If any provisions hereof or the application of any provisions to any persons or circumstances are held invalid or or unenforceable by a court of competent jurisdiction, said provision shall be deemed deleted and the remainder of the Agreement shall remain in full force and effect.
16. Any controversy or claim arising out of this agreement or relating in any way to any transaction at 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 cost of arbitration and reasonable attorneys' fees to the prevailing party) may be entered in court having jurisdiction thereof.

DEALER / INDIVIDUAL:

AUCTION:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____



AUCTION RULES AND POLICIES

1. Please read all posted rules and listen to any and all announcements before the sale starts and before each vehicle/equipment is put up for auction.
2. Check out the vehicle/equipment before bidding on them. Make sure the vehicle/equipment you are bidding on is the same number as the one you checked out prior to the auction.
3. When you are the successful bidder on a vehicle/equipment, you must step up to the block and sign a **LEGAL AND BINDING** contract to purchase. The vehicle/equipment must be paid in full immediately
4. Public bidders are subject to a cash deposit upon registration. **\$300** for Light Duty Sale and **\$1000** for the Heavy Truck and Equipment sale. Deposits will be refunded at the end of sale or used towards the purchase of vehicle/equipment.

Forms of payment are cash, certified check, check with irrevocable bank letter of guarantee covering the FULL amount of the check you will be writing.

5. Total Purchase Price Means :
 - Price Vehicle was bid in for **PLUS:**
 - Buy Fees
 - Sales tax unless exempt
6. Everything is sold **AS-IS** with **NO** warranties expressed or implied regardless of statements of condition of vehicle or equipment made from the auction block. Buyers should rely entirely on their own inspection of vehicle/equipment.

**HAVE FUN AND THANK YOU FOR ATTENDING AND ABIDING BY THE AUCTION RULES.
WITH YOUR COOPERATION, WE WILL HAVE A SUCCESSFUL SALE.**

SIGNATURE OF REGISTRANT-ACKNOWLEDGEMENT OF AUCTION RULES

DATE



3600 East Washington Blvd. Fort Wayne IN 46803
260-748-2000 Main / 1-888-748-2332 Toll Free / 260-422-6892 Fax

DEALER REGISTRATION

NAME: _____

ADDRESS: _____

PHONE:

WORK _____

HOME _____

CELL _____

FAX _____

EMAIL _____

***PLEASE INCLUDE COPY OF DRIVERS LICENSE**

SOCIAL SECURITY# _____ FEDERAL ID # _____

DRIVERS LICENSE # _____ STATE _____

AUCTION POLICY: ALL ITEMS PURCHASED TODAY WILL BE ON AN "AS-IS" BASIS WITH NO REPRESENTATIONS OF WARRANTIES EXPRESSED OR IMPLIED AND MUST BE PAID IN FULL UPON PURCHASE BY SIGNING BELOW YOU ARE ACKNOWLEDGING YOUR UNDERSTANDING OF THE AUCTION POLICY AND WAIVE YOUR RIGHT TO AN ARBITRATION.

PAYMENT TYPE: CASH, CASHIERS CHECK OR PRE-APPROVED CHECK WITH AN IRREVOCABLE BANK LETTER OF GUARANTEE UP TO THE AMOUNT OF PURCHASE LETTER TO BE ATTACHED TO REGISTRATION FORM.

PRINT NAME: _____

SIGNATURE: _____ DATE: _____



Form
ST-105D
State Form 51520
R2/ 5-05

Indiana Department of Revenue
Resale Certificate of Exemption
Sales to a Licensed Vehicle, Trailer or Watercraft Dealer Only
by an Indiana Automobile Auction or an Indiana Licensed Dealer

This form is to be used only by an Indiana automobile auction or an Indiana dealer to reflect sales of motor vehicles, trailers, or watercraft sold exempt from Indiana sales tax for purposes of the “**resale**” exemption per I.C. 6-2.5-5-8. The purchasers claiming the exemption must be a licensed dealer in their state of residence and must disclose their Federal Identification Number (FID#) and their state of residence Dealer License Number on this form, unless they possess an Indiana Taxpayer Identification Number (TID#). Failure to provide both numbers in lieu of an Indiana TID# will void the claimed exemption and the selling auction or dealer must collect the Indiana sales tax.

Purchaser’s Name _____ TID# _____
Indiana TID#

Address _____ *If not registered with IDOR, you must provide both numbers below.*

City _____ FID# _____

State _____ Zip _____ Dealer# _____
State of Residence Dealer#

Phone # () _____ - _____

Is this a **single purchase** or **blanket purchase** exemption request? (Check One)

If **single purchase** indicate the VIN# or HIN# _____

Year, Make, and Model of single purchase _____ / _____ / _____
Year Make Model

If this is a **blanket purchase** the certificate of exemption request is applicable to all purchases unless otherwise instructed by the buyer.

I hereby certify under the penalties of perjury, that the property that is to be purchased by the use of this exemption certificate will be used for the purpose of immediate “**resale**.”

If I am purchasing a **new motor vehicle(s)** for resale, I further certify that I possess a manufacturer’s new vehicle dealer franchise to sell the type of vehicle purchased, as required per I.C. 6-2.5-5-8. Failure to possess a manufacturer’s franchise to resell the type of vehicle being purchased, shall cause this exemption to become null and void. As a purchaser, I will become liable for the sales/use tax on such purchase, including penalties and interest.

Purchaser’s Signature _____ Title _____

Printed Name _____ Date _____ / _____ / _____

The Selling Auction or Selling Dealer must retain this form to document the exemption.