



REGISTRATION CHECK LIST

Please complete the enclosed forms with signatures to register with Fort Wayne Auto Auction and AuctionACCESS. If you currently have an AuctionACCESS number, please call us with your number.

Attached Forms to be completed:

1. AuctionACCESS Dealer Registration Application
2. Request for Taxpayer ID Number and Certification
3. Bank Authorization Letter
4. Dealer Credit Information
5. Dealer Agreement (Owner's Signature Needed)
6. Person Guaranty (Owner's Signature Needed)
7. Individual Authorization Letter and Dealer Authorization
(Please complete one of each for Owner and each Buying Agent)

Please include each of the following with your completed forms:

8. Individual Authorization Letter and Dealer Authorization
9. Copy of Owner's and Agent's Drivers License
10. Copy of Current State Vehicle Dealers License
11. Copy of Sales Taxes License
12. Copy of Company Bank Check (We do not accept personal checks)

Thank you for choosing Fort Wayne Auto Truck Auction. During your first visit the Registration Desk for a copy of the Auction Rules and to have your picture taken for your AuctionACCESS badge.

We look forward to meeting you, if you have any questions while completing these forms please feel free to call your sales representative or a member of our Registration Staff.

Our Mission

To always provide every customer with respectful consideration,
thoughtful service and fair pricing.

Fax back to 260-422-1375

3600 East Washington Blvd. Fort Wayne IN 46803
PH:26-748-2000 FAX: 260-422-6892



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 an 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:

Name: _____

Signature: _____

Title: _____

AUCTION:

Name: _____

Signature: _____

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# _____

Phone # () _____ - _____

State of Residence Dealer#

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.



Registration Application

Dealership Information

Dealership AuctionACCESS ID: _____

Trade or DBA Name: _____

Legal Name (if different): _____ Date Business Started: _____

Federal ID: _____

(US-EIN, MX-RFC, CA-GST/BIN, International-Owners Passport)

RIN (Canadian Province of Ontario only): _____

Check only one

☐

Sole Proprietorship

☐

General Partnership

☐

Limited Partnership

Company Type:

☐

Business Corporation

☐

Limited Liability Company

☐

Unlimited Liability Corporation

Business Types

Check all that apply	New	Used	Lease	Wholesale	Parts	Salvage	Export	Rental
Automobile								
Motorcycle								
Moped								
RV								
Mobile Home								
Trailer (Pull Behind)								
Motorcycle (Off Road)								
ATV								
Snowmobile								
Heavy Equipment								
Boat								
Personal Watercraft								
Airplane								
Unknown								

Contact Information

Lot Address: _____

City: _____ Colony (if applicable): _____

St/Prov (if applicable): _____ Postal Code: _____ Country: _____

Mailing Address: _____

City: _____ Colony (if applicable): _____

St/Prov (if applicable): _____ Postal Code: _____ Country: _____

Bus. Phone Number: _____ Bus. Fax Number: _____

Email Address: _____ Website Address: _____

Agreement

Dealership AuctionACCESS ID: _____

You, the undersigned entity and individuals, hereby authorize AutoTec, LLC, its affiliate Auction Insurance Agency("AIA"), and those customers that subscribe to AutoTec's AuctionACCESS system (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions) (collectively, "Customers") to provide, obtain, store, use, and share amongst themselves, and externally, as each sees fit, the information contained on this application, on any other forms provided to AutoTec, and other information regarding you and/or your dealings with each, including transaction, bank, and credit information and consumer reports. You acknowledge that AutoTec provides such information to Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Customers are not limited to businesses in the automobile auction or dealer industries, but may also include other businesses providing goods or services to such industries.

By signing below, you (1) agree to the terms of this application, any exhibits hereto, and AutoTec's Terms and Conditions as they may be amended from time to time and posted on www.AuctionACCESS.com, (2) warrant that you are solvent, properly registered to do business and licensed as a dealer (if applicable), and that the information provided herein is complete, accurate, and truthful, (3) acknowledge that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit with any Customer, which each retain the discretion to deal with you as they see fit, (4) agree to be bound by the policies and procedures of each Customer at which you register or transact with your AuctionACCESS credentials, (5) agree that AutoTec, AIA, and each Customer, on their own behalf or on behalf of their respective customers and business partners may contact you for any commercial or advertising purpose using the telephone numbers (whether business, home, or mobile numbers), fax numbers, e-mail addresses, and/or other contact information provided on this form, or otherwise used in connection with your business, and (6) agree to disclose AuctionACCESS numbers only to AutoTec Customers.

You agree that these terms and any other commitments or account forms submitted to AutoTec, its affiliates, and any Customers, by you or any authorized Individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Signature**Legal Name of Entity** (Corp/LLC/LLP/ULC/Partnership/Individual)**Trade or DBA Name of Entity**

By: _____

Its: _____

Printed Name of Authorized Signer (Owner/Officer/Manager)**Title** of Authorized Signer (Owner/Officer/Manager)**Signature** of Authorized Signer (Owner/Officer/Manager)**Date** of Signature**Owners***Owner Name**Owners AA ID**Owner Name**Owners AA ID*

_____	_____	_____	_____
_____	_____	_____	_____

References*Auction Name**Phone Number*

_____	_____
_____	_____
_____	_____

Franchise Information*Franchise Name**Franchise Number**Franchise Name**Franchise Number*

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



Dealership Credit Information

Dealership Name: _____ Dealership Auction ACCESS® ID: _____

Bank 1: _____	Name of Contact: _____
Address: _____	

City: _____	St/Prov: _____ Postal Code: _____ Country: _____
Telephone #: _____	Fax #: _____ Date Opened: _____
Routing #: _____	Account #: _____

Bank 2: _____	Name of Contact: _____
Address: _____	

City: _____	St/Prov: _____ Postal Code: _____ Country: _____
Telephone #: _____	Fax #: _____ Date Opened: _____
Routing #: _____	Account #: _____

Finance or Floor Plan:	
Company: _____	Name of Contact: _____
Branch: _____	
Address: _____	

City: _____	St/Prov: _____ Postal Code: _____ Country: _____
Telephone #: _____	Fax #: _____ Date Opened: _____
Floor Plan Account #: _____	Floor Plan Credit Limit: _____ Account Opened: _____

Finance or Floor Plan:	
Company: _____	Name of Contact: _____
Branch: _____	
Address: _____	

City: _____	St/Prov: _____ Postal Code: _____ Country: _____
Telephone #: _____	Fax #: _____ Date Opened: _____
Floor Plan Account #: _____	Floor Plan Credit Limit: _____ Account Opened: _____

Finance or Floor Plan:	
Company: _____	Name of Contact: _____
Branch: _____	
Address: _____	

City: _____	St/Prov: _____ Postal Code: _____ Country: _____
Telephone #: _____	Fax #: _____ Date Opened: _____
Floor Plan Account #: _____	Floor Plan Credit Limit: _____ Account Opened: _____



Dealer Licensing Information

Date: _____

Dealership Name: _____

State of _____

Dealership Auction *ACCESS*[®] ID: _____

License Type	Number	Issue Date	Expiration Date

Bond Company	Bond Number	Expiration Date

State Tax ID#/Provincial Tax ID#	Issue Date	Expiration Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Bank Authorization Letter

To Whom It May Concern:

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

Dealership AuctionACCESS ID: _____

Dealership Name: _____

Dealership 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 ☐ ZBA ☐ 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

☐ Nominal ☐ 3 Figures

☐ Small ☐ 4 Figures

☐ Moderate ☐ 5 Figures

☐ Medium ☐ 6 Figures

☐ Large ☐ 7 Figures

Insufficient Checks or Drafts:

How Many? _____ ☐ Does not issue

Overdrafts:

How Many? _____ ☐ Does not issue

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: _____



Dealership Authorization of an Individual

Dealership Name: _____ Dealership AuctionACCESS ID: _____

Printed Legal Name of Individual _____ Individual's AuctionACCESS ID _____ Date of Birth _____

Add or Change Roles

By signing or clicking approval below, the dealership referenced above ("you", "your", or "yours") authorizes AutoTec, LLC ("we", "us", or "our") to register the individual listed above ("Individual") to serve as your representative and agent in the following capacity:

The role designated below will be the only role in effect for this Individual for this Dealership, replacing any previous role authorization (check one).

☐ Representative ☐ Owner ☐ Officer/Manager ☐ Driver

Subject to our acceptance of this authorization, you acknowledge the following: (i) the capacities in which the Individual is authorized as your agent apply at and with us and our subscribing AuctionACCESS customers ("Customers"), including affiliates; (ii) the authorization will be valid until one business day after we receive and process your written notice of termination in the form of a Dealer Removal Letter; and (iii) once processed, the most recent authorization received and accepted by us will replace any prior authorization(s) for the Individual for transactions thereafter.

If you designate the Individual in the capacity of "Representative," "Owner," or "Officer/Manager" in this form, the Individual may buy and sell automobiles for you and execute company checks, drafts, certificates of title, and/or any other instruments or documents on your behalf at or with any Customer. All categories, including "Drivers," may pick up, receive, and/or deliver cars or other property on or for your account.

You guarantee performance of all obligations and payment of all debts incurred or authorized by this Individual on your account with us or any Customer. This guaranty includes but is not limited to payment of losses from dishonored checks or drafts, defective titles, or false or inaccurate Odometer Mileage Statements. You also guarantee that the Individual will honor the AutoTec Terms and Conditions (as they may be amended from time to time and posted on www.AuctionACCESS.com), conduct business with us and our Customers in a fair and ethical manner, honoring all policies and procedures of each, and respecting decisions of ours or our Customers with respect to same. You will indemnify and hold harmless Customers, AutoTec, LLC, each's affiliates, and the officers, directors, employees, and agents of each of the foregoing, against any liability, loss, damages (including punitive damages), claim, settlement payment, cost, expense, award, judgment, fee, or other charge, including reasonable attorneys' fees, arising out of or relating to the authorized Individual's actions, as well as any expense incurred in attempting to collect such losses, including attorney fees.

Our Customers are third-party beneficiaries of this authorization agreement. At their election, and in their sole discretion, they may avail themselves of any provision of this agreement. However, this document is a supplement to, and not a replacement or modification of, any agreement you have with those Customers, or any policies and procedures of such Customer. Each Customer retains the right to stop doing business with this Individual as it sees fit.

Use of the AuctionACCESS System is open only to licensed dealers and their business associates and is a privilege, not a right. You may authorize and register only those individuals who are bona fide employees or independent contractors for your dealership. Retail buyers or others not affiliated with your business are not eligible to use the System. By signing or clicking approval below, you also certify that the Individual is affiliated with your business and is eligible to use the System. We reserve the right to immediately terminate any authorization obtained for ineligible persons and the right to terminate your AuctionACCESS membership if you authorize a person who is not eligible to use the System, as well as the right to terminate either or both without cause in our sole discretion.

You agree that these terms and any other commitments or account forms submitted to AutoTec, its affiliates, and any Customers, by you or any authorized Individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Signature

By: _____ Its: _____

Printed Name of Authorized Signer (Owner/Officer/Manager) **Title** of Authorized Signer (Owner/Officer/Manager)

Date: _____

Signature of Authorized Signer (Owner/Officer/Manager)



Individual Authorization Letter

Agreement

Date: _____ Individual's AuctionACCESS ID: _____

To Whom It May Concern:

You, the individual referenced below ("Individual" or "you"), wish to register, as of the date listed above, with AutoTec, LLC's AuctionACCESS System. You hereby authorize AutoTec, LLC, its affiliate Auction Insurance Agency, and those of its customers that subscribe to AutoTec's AuctionACCESS System (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions) and at which you deal (or otherwise provide any AuctionACCESS number) at any time ("Customers") to provide, obtain, store, use, and share amongst themselves, and externally, as each sees fit, the information contained on this application, on any other forms provided to AutoTec, and other information regarding you and/or your dealings with each, including transaction, bank, and credit information and consumer reports. You understand that AutoTec provides this information to said Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Customers are not limited to businesses engaged in the automobile dealer or auction industries, but may also include other businesses providing goods or services to such industries. By signing below, you (1) agree to the terms of this registration and AutoTec's Terms and Conditions (as they may be amended from time to time) posted on www.AuctionACCESS.com, (2) warrant that you are solvent and the information provided herein is complete, accurate, and truthful, (3) acknowledge that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit with any Customer, (4) agree to be bound by the policies and procedures of each Customer with whom you deal or attend, (5) agree that AutoTec, LLC, Auction Insurance Agency, and subscribing Customers may contact you, on their own behalf or on behalf of their respective sellers, consignors, or other customers, for any commercial or advertising purpose, using the telephone numbers (whether business, home, or mobile numbers), fax numbers, e-mail addresses, and other contact information provided on this form, or at any other address, telephone number, fax number, or e-mail address used in connection with your business, and (6) agree to disclose AuctionACCESS numbers only to subscribing Customers. You agree that these terms and any other commitments or account forms submitted by you to AutoTec, its affiliates, and any Customers shall have the same force and effect as though personally signed by you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Date of Birth: _____ Taxpayer ID Number: _____ Please select ID type _____
US: _____ Mexico: _____ Other: _____
SSN ☐ ITIN ☐ CURP ☐ N/A ☐

Printed Legal Name of Individual _____

Individual Signature _____

Photo Identification

☐ Driver's License ☐ State/Province Issued ID ☐ Passport ☐ Voter Registration Card (Mexico Only)

Photo ID Number: _____ State/Province or Country: _____

Issue Date: _____ Expiration Date: _____

Contact Information

Home Address: _____

City: _____ Colony (if applicable): _____

State/Province (if applicable): _____ Postal Code: _____

Country: _____ Email: _____

Mobile Telephone: _____ Home Telephone: _____



Dealership Removal of an Individual

Dealership Name: _____ Dealership AuctionACCESS ID: _____

To Whom It May Concern:

Printed Legal Name of Individual Individual's AuctionACCESS ID Date of Birth

By signing or clicking approval below, you withdraw authorization of the Individual listed above from your account with us and with all subscribing AuctionACCESS Customers ("Customers"). This removal will be effective within one business day of our receipt and processing of it, but you should continue to monitor your account for unauthorized activity.

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Signature

By: _____
Printed Name of Authorized Signer (Owner/Officer/Manager)

Its: _____
Title of Authorized Signer (Owner/Officer/Manager)

Signature of Authorized Signer (Owner/Officer/Manager)

Date: _____



Out of Business Form

Date: _____

Dealership Name: _____

Dealership AuctionACCESS ID: _____

Out of Business Date: _____
(If unknown, use approximate date)

Comments: _____

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