



Dealer Registration Package

REQUESTED by: _____ 9 pages

ATTENTION: Angela Boots (Dealer Registration)
FAX NUMBER: (954)739-3359
EMAIL: dealreg@sflaa.com

*****THIS PAGE DOES NOT NEED TO BE FILLED OUT IT IS ONLY A REFERENCE PAGE*****

- DEALER LICENSE CERTIFICATE
- SURETY BOND (IF APPLICABLE)
- SALES TAX CERTIFICATE (IF APPLICABLE)
- DRIVER'S LICENSE OF ALL OWNERS AND REPRESENTATIVES
- COPY OF A VOIDED COMPANY CHECK
- REFERENCES (AUCTIONS ATTENDED) & AUCTION ACCESS #

SFLAA
3500 NW 21ST Street • Lauderdale Lakes, FL 33311
Office: (954) 739-9996 • Fax: (954) 739-3359



DEALER REGISTRATION

Initials _____

DLR#: _____

KO Book: _____

Credit Status: _____

Date: _____

Auction Policy Given to Dealer: _____

*****Above section to be filled out by Dealer Registration*****

Date: _____

Company Name: _____

Address: _____

Street, City, State (Zip Code)

Mailing Address: _____

(If different than above) Street, City, State, Zip

Business Phone: (____) _____ - _____ Fax: (____) _____ - _____ Cell: (____) _____ - _____

Dealer License Number: _____ Date Organized: _____

Business Type: Incorporated Partnership Sole Proprietorship

Dealer Type: New Used Export Salvage

Resale Tax Number: _____

Federal ID Number: _____

Owner's Information

Name: _____ E-mail: _____

Home Address: _____

Street, City, State, Zip

Home Phone: _____ - _____ - _____ Cell: _____ - _____ - _____

SS#: _____ Date of Birth: _____

Co-Owner's Information

Name: _____ E-mail: _____

Home Address: _____

Street, City, State, Zip

Home Phone: _____ - _____ - _____ Cell: _____ - _____ - _____

SS#: _____ Date of Birth: _____

Bank Information

Company name: _____ Account Number: _____

Bank: _____ Phone: (____) _____ - _____

Address: _____

Street, City, State, Zip

Bank Contact: _____

Method of Payment: Cash Draft Company Check Cashiers Check

Do you Floor Plan Cars? : Yes No If YES with Whom? _____

- If less than 3 years with above financial institution, please give previous name & address.

Bank: _____ Phone: (____) _____ - _____

Address: _____

Street, City, State, Zip

Bank Contact: _____

I give South Florida Auto Auction of Ft. Lauderdale permission to obtain credit information from any source pertaining to my company, myself and all representatives for use in processing this application as well as periodic update as deemed by this auction.

Signatures: Owner/Pres.: _____ Co-Owner/Vice Pres.: _____

Reference:

(Auctions Attended) 1: _____ 2: _____ A/A #: _____

***IF MANHEIM, PLEASE SPECIFY LOCATION**



DEALER REGISTRATION GUARANTY AGREEMENT

IN CONSIDERATION OF THE SOUTH FLORIDA AUTO AUCTION OF FT. LAUDERDALE, (hereinafter called Auction allowing _____ (hereinafter called Dealer) TO BUY AND SELL MOTOR VEHICLES THROUGH AUCTION, THE UNDERSIGNED INDIVIDUAL (S), WHETHER ONE OR MORE, PERSONALLY AGREE AS FOLLOWS:

1. They guarantee and warrant that the title to each motor vehicle sold by Dealer through Auction will be good and will be free and clear of all liens and encumbrances, whatsoever, that Dealer owns each motor vehicle and that Dealer has the lawful right to sell each motor vehicle.
2. They are fully responsible for all actions of persons authorized by Dealer to represent Dealer at Auction. Dealer must report any changes in authorization to Auction in writing; however, de-authorization shall not be effective until the representatives Auction identification card has been returned to the physical possession of Auction.
3. They guarantee full payment of any debts of Dealer to Auction for services of any nature whatsoever rendered by or on behalf of Auction, including any checks or drafts issued by Dealer or any Dealer's representatives And acknowledge that all financial obligations of Dealer to Auction will accrue interest at the highest rate allowed by law.
4. They unconditionally guarantee the accuracy of the Odometer Mileage Statements given by or on behalf of Dealer in all sales of motor vehicles by Dealer through Auction, regardless of whether Dealer is at fault.
5. If Dealer fails to pay Auction for a vehicle purchased by Dealer through Auction, Auction will be allowed to Sell the vehicle to mitigate its loss without notice to the undersigned, and undersigned will be fully liable to Auction for any deficiency, including incidental and consequential damages. Notice of resale required by the Any other law is waived.
6. Auction shall have the right to refuse to transact business with Dealer to modify or release any and all collateral security to extend or change time of payment and to settle or compromise with Dealer without notice to them and without discharging or affecting their liability. This guarantee is continuing and they waive notice of acceptance hereof as well as presentment, demand liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor or creditors of Dealer shall not affect the enforceability of this agreement.
7. They unconditionally agree to reimburse Auction for any loss, damage, expense, or costs, including attorney's fees, incurred by Auction as a result of any obligation arising pursuant to this agreement or as a result of any transaction Dealer is involved in at Auction, including payment made by Auction for valid business reasons even if Auction is not legally obligated to the payee. Venue for any civil action by or against Auction shall be in any county in the State of Florida, at Auction's sole option, and Dealer consents to personal jurisdiction of any Court of competent jurisdiction in Florida
8. Auction guarantees to the Seller Payment of all checks and drafts for drafts for motor vehicles sold through Auction

9. Auction guarantees to the Buyer the title of all motor vehicles purchased by Dealer through Auction to be free and clear of all liens and encumbrances at the time the auction invoice or such purchase is executed for a period of four (4) years from the date of purchase limited to the purchase price less 2% per month, but not beyond the date Dealer discovers or in the exercise of reasonable care should have discovered the existence of the title defect. This warranty does not cover mere technical defect which can be removed by execution and delivery of title documents of documents is support thereof, and inures only to the dealer who purchases the motor vehicle through the Auction. Failure of the purchasing dealer to furnish full particulars of any claim within five days after receiving notice of the same shall void this title warranty. The purchasing dealer shall not surrender possession of a motor vehicle except as required by legal process, not shall such dealer pay or acknowledge any claim to the title of a motor vehicle without the approval of Auction, this warranty does not protect against claims affecting the motor vehicle that are known to the purchasing dealer at the time of sale, and does not apply to titles for boats, campers, trailers, or recreational unites.

10. upon payment by Auction of any guarantee of payment or title pursuant to paragraphs 8 and 9, Auction shall be fully subrogated to any interest of Dealer in the claim paid by Auction.

11. Sufficient funds will be on deposit to pay any draft or check delivered by Dealer to Auction with regard to any transaction Auction at the time such check or draft is delivered to Auction, and such funds shall remain on deposit until such check or draft is paid.

12. Failure of the selling dealer to deliver to Auction title property reassigned for the purchasing dealer within 30 days from the date of sale is grounds for cancellation of the sale by the purchasing dealer. If notice of cancellation of the sale is received by the Auction, in writing, prior to delivery of the property reassigned title to Auction by the Selling dealer after the waiting period, selling dealer assumes all responsibility.

13. They are bound by all rules and regulations of Auction as such rules and regulations are amended from time to time.

14. They are obligated to promptly pay for any motor vehicle purchased by Dealer through Auction day of sale.

15. Auction is merely performing auction services for the selling and purchasing dealers, and all transactions which occur at Auction are transactions between the selling and purchasing dealers, and Auction is neither a buyer, seller, transferor, or transferee by reason of having provided auction services to such dealers. Auction does not provide any warranty or guarantees of any nature whatsoever not specifically set forth in this agreement, including, but not limited to, warranties of merchantability of fitness for a particular purpose, and Auction does not in any manner whatsoever warrant the accuracy of odometer mileage statements, or mechanical or physical condition of any motor vehicle.

16. This instrument shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall insure to the benefit of Auction, its successors, assigns, and subrogates.

17. When there is more than one signatory to this agreement each signatory shall be jointly and severally liable under this agreement. The undersigned understanding that they are signing this guaranty contract, both in their capacity as owner or office of Dealer and in their capacity as individual(s).

Date: _____
Signature _____ Owner or Officer _____ Title _____

Date: _____
Signature _____ Owner or Officer _____ Title _____

(2 of 2)

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AGENCY WITH POWER OF ATTORNEY INDEMNITY AND HARMLESS AGREEMENT

_____(HEREINAFTER DEALER) WHOSE PRINCIPAL PLACE OF BUSINESS IS IN _____, APPOINTS **SOUTH FLORIDA AUTO AUCTION OF FT. LAUDERDALE** AS DEALER AGENT WITH FULL AND COMPLETE POWER OF ATTORNEY, AND AUTHORITY TO SIGN ODOMETER DISCLOSURE STATEMENTS, TITLE DOCUMENTS, AUCTION INVOICES OR OTHER DOCUMENTS AS REQUIRED ON DEALER'S BEHALF WITH REGARD TO ANY AND ALL MOTOR VEHICLES OWNED BY DEALER, WHICH ARE SOLD THROUGH SOUTH FLORIDA AUTO AUCTION OF FT. LAUDERDALE AND TO DO ANY ACT OR THING NECESSARY TO CONDUCT SUCH TRANSACTIONS FOR DEALER. DEALER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS AUCTION'S EMPLOYEE AGENTS, FROM ALL LOSSES OR EXPENSES INCURRED BY THE AUCTION AS A RESULT OF AUCTION ACTING AS A DEALER'S AGENT PURSUANT THIS AGREEMENT, INCLUDING ALL EXPENSES AND ATTORNEY'S FEES INCURRED BY AUCTION, UNLESS CAUSED BY THE AUCTION'S OWN NEGLIGENCE.

NAME OF DEALER: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

AUTHORIZED AGENT (sign): _____

AUTHORIZED AGENT (print): _____

STATE OF _____

THE FORGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE ME THIS

_____ DAY OF _____ 20 ____ BY _____

PERSONALLY KNOWN PRODUCED IDENTIFICATION

TYPE OF IDENTIFICATION _____

NOTARY SIGNATURE

PRINTED NAME OF NOTARY PUBLIC/STAMP

****PLEASE NOTARIZE IF NOT SIGNED AT AUCTION****



BLANKET CERTIFICATE OF RESALE

This is to certify that all material, merchandise, or goods (including reconditioning of motor vehicles) purchased by the undersigned from or through South Florida Auto Auction of Ft. Lauderdale, after _____ is purchases for the following purpose(s):

- (x) Resale as tangible personal property.
- (x) To be incorporated as a material or part of other tangible property to be produced for sale by manufacturing, assembling, processing, or refining.
- () To be exported for sale, use, or consumption outside the continental limits of the United States.
- () Other:

This certificate shall be considered a part of each order, which we shall give. This certificate is to continue in force until revoked. The undersigned is authorized to execute this document for the purchaser named below. Any purchase or reconditioning of a motor vehicle is to recondition that motor vehicle for resale by a dealer and required to collect sales tax on retail sales or motor vehicles.

(COMPANY NAME) PURCHASER: _____

(PRINTED NAME OF OWNER/PRESIDENT) BY: _____

(SIGNATURE OF OWNER/PRESIDENT) X: _____

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BANK/FLOORPLAN AUTHORIZATION LETTER

To Whom It May Concern,

Re: _____
(Name of Dealership)

Address: _____

S.S. #: _____

I hereby request that you give South Florida Auto Auction of Ft. Lauderdale the information on my account as requested. In the event your institution has a fee or charge for this service, you are authorized to debit my account for that fee amount. In order to expedite this inquiry, please treat photocopies and/or facsimile copies of the form as original documents with original signature. This information will be used for business purposes only.

Sincerely,

(Signature of Owner/Officer)

(Printed Name of Owner/Officer)

(Title)

DATE: _____

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*****PLEASE HAVE OWNER'S SIGNATURE NOTARIZED
IF NOT SIGNED AT AUCTION.*****

Representative Authorization Letter

Date: _____

KO Book: _____

Dealer Name: _____

Dealer #: _____

The Dealership referenced above wishes to register and authorize the following person as an Authorized Representative at South Florida Auto Auction where the Dealership conducts business. Dealership understands, and affirms it has informed the Representative listed below, that Dealership and Representative information will be stored and used by these auctions for the purpose of conducting business only.

PRINTED LEGAL NAME OF REPRESENTATIVE

S.S. # (IF N/A PASSPORT NUMBER)

HOME ADDRESS

_____ CITY	_____ STATE or PROV.	_____ COUNTRY (if exporter)	_____ ZIP CODE
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MOBILE TELEPHONE

HOME PHONE

E-MAIL ADDRESS

REPRESENTATIVE SIGNATURE

****PLEASE ATTACH COPY OF DRIVER'S LICENSE****

The Representative is authorized to buy and sell automobiles for the Dealership and, in connection with, so execute company checks of drafts and any other necessary instruments or documents on behalf of said dealership at either above mentioned auctions where the Dealership currently does or may do business until such time as the Dealership provides written notice of termination of authorization, via a Representative Deletion Letter executed by the Dealership. The Dealership further guarantees performance of all obligations and transactions of such Authorized Representative on its behalf and agrees and affiliates from all loss and/or expense caused by said Dealership's Authorized Representative' actions. This guaranty includes but is not limited to losses from dishonored checks or drafts, defective titles, and false or inaccurate Odometer Mileage Statements as well as any expense incurred in attempting to collect such losses, including attorney fees.

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

Signature of Authorized Agent (Owner/Manager)

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.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 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 <i>How to get a TIN</i> on page 3.						
<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Social security number</td> </tr> <tr> <td style="text-align: center;">: : : :</td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="padding: 5px;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">: : : :</td> </tr> </table>		Social security number	: : : :	or	Employer identification number	: : : :
Social security number						
: : : :						
or						
Employer identification number						
: : : :						
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.						

Part II	Certification
Under penalties of perjury, I certify that:	
1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below).	
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 4.	

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.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,