

CLARKSVILLE AUTO AUCTION, INC.

247 Needmore Road - P.O. Box 30485 - Clarksville, Tennessee 37040-0009 - Phone 931.647.5700

(Hereinafter Referred to as Auction)

Date _____

Name of Dealer: _____ Telephone: _____
(Hereinafter referred to as Dealer)

Address: _____ City _____ State _____ Zip _____

BUSINESS INFORMATION

TAX # _____

Is the Dealer an: Individual _____ Partnership _____ Corporation _____
if so what state Incorporated

List of owners, officers and representatives:

Name: _____ Title _____ Home Tele # _____

Home Address: _____ S.S.# _____

Name: _____ Title _____ Home Tele # _____

Home Address: _____ S.S.# _____

Name: _____ Title _____ Home Tele # _____

Home Address: _____ S.S.# _____

When was Dealer Organized _____ Dealers License No. _____

Do you expect to: Buy _____ Sell _____

If you expect to buy, will you pay by: CASH _____ CHECKS _____ (Subject to Auction Approval)

Type of Dealer: Franchised Used Wholesale Retail If Franchised Make of Car Sold _____

CREDIT INFORMATION

Bank: _____ Address: _____

Name of Official: _____ Account# _____ Credit or FP Limit \$ _____

How Long Doing Business _____

Finance Company _____ Address _____

Name of Official _____ Credit or Floor Plan Limit \$ _____

How Long Doing Business _____

If you have done business with either of the above for less than three years, give previous institution(s) name and address.

Bank _____ Finance Company _____

Address _____ Address _____

REFERENCES

Other Auction You Attend _____ How Long Registered _____

Other Auction You Attend _____ How Long Registered _____

Other Auction You Attend _____ How Long Registered _____

(OVER)

AUTHORIZED REPRESENTATIVES

The following person or persons are duly authorized to buy and sell automobiles, to execute bills of sales, assignments of titles and warranties of titles on behalf of Dealer. The authority of the following persons to act on behalf of Dealer shall continue in force and effect until terminated by Dealer in writing to the Auction. Dealer does hereby guarantee all transactions made by such persons.

Representative _____ Sample Signature _____

Authorized to sell cars Yes No
 Authorized to sign checks Yes No
 Authorized to sign drafts Yes No

Officer or Owner's Signature _____ Date _____

Representative _____ Sample Signature _____

Authorized to sell cars Yes No
 Authorized to sign checks Yes No
 Authorized to sign drafts Yes No

Officer or Owner's Signature _____ Date _____

Representative _____ Sample Signature _____

Authorized to sell cars Yes No
 Authorized to sign checks Yes No
 Authorized to sign drafts Yes No

Officer or Owner's Signature _____ Date _____

GUARANTY

In consideration of Auction allowing Dealer to buy and sell motor vehicles through Auction, the undersigned, whether one or more, personally covenant, guarantee and warrant that the title to each vehicle sold by Dealer through Auction will be good and will be free and clear of all liens and encumbrances, whatsoever. The undersigned unconditionally agrees to reimburse Auction for any loss, damage, expense or costs, including attorney's fees incurred by Auction as a result of breach of the foregoing warranty of title as to any such motor vehicle.

The undersigned further guarantees full payment of any debts of dealer to Auction, including any checks or drafts issued by Dealer or any of dealer's representatives, together with any loss or expense incurred by Auction in collecting or attempting to collect such debt, including attorney's fees.

The undersigned acknowledges that 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 the undersigned and without discharging or affecting the liability of the undersigned hereunder. This guarantee is to be a continuing guaranty and the undersigned hereby waives notice of acceptance of this guaranty and presentment, demand, protest and any notice of non-payment or dishonor. The undersigned shall be liable as principle debtor and not merely as surety, and the bankruptcy or any assignment in favor of Creditors of Dealer shall not effect the enforceability of this agreement.

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

Where there is more than one signatory to this agreement each signatory shall be jointly and severally liable under this agreement.

(IN WHITNESS WHEREOF) the undersigned have hereunto set their hands and seals this _____ day of _____

WITNESS

WITNESS

WITNESS



BLANKET CERTIFICATE OF RESALE

CLARKSVILLE AUTO AUCTION

TO: P. O. Box 30485
Clarksville, TN 37040
Vendor

The undersigned hereby certifies that the merchandise purchased on each order we shall give, and until this notice is revoked by us in writing, is purchased for
() Resale as tangible personal property, or resale of a service subject to tax.
() A component part of an article to be produced for sale by manufacturing, assembling, processing, or refining.
() Rental or leasing of tangible personal property.
() Use in accordance with the provisions of Rule No. 68. (A copy of the letter must be given to the vendor.)

(Indicate the purpose for which the property is bought when no Sales or Use Tax is to be collected.)

Sales Tax Registration Number _____ Name of Dealer _____

of Purchaser _____ By: _____

Date _____ Address _____

WARNING

This Certificate must be completed and signed before it is valid.
The vendor must know, within the use of ordinary care, that the merchandise obtained upon this certificate of resale is that normally sold by the vendee in his usual course of business. Vendors failing to exercise such care will be held liable for the Sales Tax due upon such purchases.
Any merchandise obtained upon this resale certificate is subject to the Sales and Use Tax if it is used or consumed by the vendee in any manner, and must be reported and the tax paid thereon direct to the Department of Revenue.
SECTION 67-3041 OF THE "TENNESSEE CODE ANNOTATED" MAKES IT A MISDEMEANOR TO MISUSE A CERTIFICATE OF REGISTRATION WITHOUT PAYING THE SALES AND USE TAXES, AND SUBJECTS THE CERTIFICATE TO REVOCATION.

CLARKSVILLE AUTO AUCTION, INC.

247 Needmore Road ■ P.O. Box 30485 ■ Clarksville, Tennessee 37040-0009 ■ Phone: (931) 647-5700

Date _____

Gentlemen:

I hereby authorize you to release the necessary credit information to this auction to enable us to do business there with our business checking account.

ACCT: _____

Your prompt attention in answering their attached letter will be greatly appreciated.

Sincerely,

FOR DEALERS ONLY



CLARKSVILLE AUTO AUCTION

247 NEEDMORE ROAD • PO BOX 30485 • CLARKSVILLE, TENNESSEE 37040-0009

PLEASE FILL OUT COMPLETE INFORMATION ON OWNERS, OFFICERS AND REPRESENTATIVES.
USE SEPERATE SHEET WHEN NECESSARY.

HAVE OWNERS OR OFFICRR SIGN BELOW EACH REPRESENTATIVE ON BACK OF APPLICATION.

MUST INCLUDE WITH APPLICATION:

A COPY OF DEALERS LICENSE

A COPY OF EACH SALESMAN LICENSE THAT WILL ATTEND OUR AUCTION

A COPY OF THE DRIVERS LICENSE FOR EACH PERSON LISTED ON APPLICATION

1-800-969-4920 • 931-647-5700 • FAX 931-645-3973

CLARKSVILLE AUTO AUCTION
BUY & SALE FEES

<u>GROSS SELLING PRICE</u>	<u>BUY FEE</u>
\$ 0 - 299.99	70
300 - 1499.99	80
1500 - 4999.99	120
5000 - OVER	140
ADDITIONAL 25.00 FEE IF PURCHASED OVER THE INTERNET	
<u>LEASE BUY FEE</u>	
0 - 2999.99	140
3000 & OVER	185
INTERNET FEE	25

<u>GROSS SELLING PRICE</u>	<u>SELL FEE</u>
\$ 0 - 249.99	50
250 - 499.99	70
500 - 999.99	95
1000 - 1499.99	105
1500 - 1999.99	115
2000 - 2999.99	125
3000 - 3999.99	135
4000 - 4999.99	145
5000 - 5999.99	155
6000 - 6999.99	165
7000 - 7999.99	175
8000 - 8999.99	185
9000 - 9999.99	195
10,000 - 10,999.99	205
11,000 - 11,999.99	215
12,000 - 12,999.99	225
13,000 - 13,999.99	235
14,000 - 14,999.99	245
15,000 - 15,999.99	255
\$16,000	265
10.00 PER THOUSAND AFTER 16,000.00	