

DEALER REGISTRATION PACKAGE

*Welcome to Tidewater Auto Auction!
We appreciate your business and are looking forward to serving you.*

Please return this completed paperwork by mail, fax or email:

**TIDEWATER AUTO AUCTION
656 SOUTH MILITARY HIGHWAY
VIRGINIA BEACH, VA 23464
PHONE 757-487-3464
FAX 757-487-0514
Email: info@twaa.com**

IMPORTANT TO INCLUDE:

1. A copy of the DMV dealership license
2. A copy of the salesman license (if applicable for your state) for each representative
3. Picture ID for each officer & representative
4. Copy of W-9 Form (Fed Tax ID #)

For questions please contact:
Debbie Withrow - Dealer Registration
Phone: 757 - 487 - 3464 x220

**Visit Tidewater Auto Auction on the internet at
www.twaa.com**



Read more about our services, download this form, get directions,
and see pre-registered vehicle listings for upcoming sales.



TAA DEALER APPLICATION

Date: _____

Office Use Only TAA #
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BUSINESS INFORMATION: → Please submit a copy of the DMV Dealer license

Name of Dealership _____
(Hereinafter referred to as 'Dealer')

Bus.Address _____ City _____

State _____ Zip _____ Bus.Phone _____ Fax _____

Mailing Address _____

City _____ State _____ Zip _____

Federal ID# _____ DMV Dealer# _____ State _____ Expires _____

Email: _____ Web Site Address: www. _____

Referred by? _____

LIST OF OWNERS AND OFFICERS: → Please submit copies of salesman licenses

1. Name _____ Title _____ Cell Phone & Provider _____

Home Address _____ Home Phone# _____

City, State, & Zip _____ Social Security (req'd) _____

Email Address: _____

2. Name _____ Title _____ Cell Phone & Provider _____

Home Address _____ Home Phone# _____

City, State, & Zip _____ Social Security (req'd) _____

Email Address: _____

3. Name _____ Title _____ Cell Phone & Provider _____

Home Address _____ Home Phone# _____

City, State, & Zip _____ Social Security (req'd) _____

Email Address: _____

When was Dealership organized? _____

Please check all that apply:

Type of Dealership: Wholesale Retail Used Franchised **Do you expect to:** Sell Buy

Title Maintenance: HOLD at auction for pick-up FedEx Ground (\$7 fee) Regular mail (dealer assumes risk)

FedEx Overnight (\$12 Fee) MY Overnight Account: Account info _____

REFERENCES

Other Auction you attend _____ State: _____ How long registered? _____

Other Auction you attend _____ State: _____ How long registered? _____

How did you hear about Tidewater Auto Auction? _____

I certify that the above information is true and accurate to the best of my knowledge and that I have the authority to register this dealership at Tidewater Auto Auction

Signature of Dealer _____ Title _____

Printed Name _____ Title _____

Tidewater Auto Auction Dealer Registration Agreement

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

1. Dealer represents that it is a licensed vehicle dealer engaged in the business of buying and selling vehicles. Dealer has provided to Auction a completed Dealer Application Sheet as required by Auction, and Dealer represents that all information provided thereon is true and correct
2. Dealer recognizes and acknowledges that Auction is not to be deemed to be the seller of any vehicle for any purpose nor is it the transferor required to give the federal Odometer Mileage Statement in connection with any sale at this auction within the contemplation of the Motor Vehicle Information and Cost Savings Acts of 1972 (Pub. L.92-513), as amended, or similar laws. The Seller named on the Bill of Sale is the transferor within the contemplation of such laws.
3. All sales at the Auction are conducted under published Auction Rules/Policies and Dealer agrees to be bound by such Action Rules/Policies, as amended from time to time.
4. The persons indicated on the reverse side of the Dealer Application as “Authorized Agents” are dully authorized by Dealer to buy and sell automobiles, to execute Company “Trading As” checks or drafts, and to execute bills of sale, Odometer Mileage 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 transaction made by such persons, and does indemnify and hold harmless the Auction from all loss or expense caused it as a result of any such transaction including, but not limited to, losses from dishonored checks or drafts, defective titles, and false or inaccurate Odometer Mileage Statements as well as any expense incurred in attempting to collect such losses, including attorney’s fees.
5. Dealer authorizes the Auction to act as Dealer’s attorney-in-fact to purchase, sell and transport vehicles and as required on Dealer’s behalf, to execute any documents necessary to transfer ownership thereof and any disclosure statements relating thereto. Except for negligence on the part of the Auction, dealer agrees to indemnify the Auction, hold the Auction harmless, and defend the Auction against all claims, loss, damage, expense, and attorney fees that the Auction may sustain by reason of so acting for Dealer.
6. Dealer assumes all risks 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. The 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 Auction for sale, Dealer represents to Auction and to the buyer of that vehicle that:
 - A. The vehicle is in a safe condition to operate on the public highways and complies with applicable laws, Including laws relating to safety and performance;
 - B. Dealer will fully and accurately disclose the description, condition, known defects and mileage of the vehicle and be solely responsible for such representations;
 - C. Dealer is the true and lawful owner of the vehicle;
 - D. Dealer has good and right 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 the Auction harmless for any loss, liability, or expenses resulting from any defect in such title;
 - F. Within the time allowed by Auction Rules, Dealer will deliver to Auction, as agent, good title to the vehicle, free and clear of all liens or encumbrances, with related disclosure statements. Upon such delivery, Auction agrees to pay Dealer the purchase price of vehicle, less any fees owing to Auction.

- G. Dealer agrees to pay Auction such fees, as Auction Rules/Policies provide, for any vehicle which goes through Auction but is not solid.
 - H. Dealer will hold harmless and indemnify Auction and the buyer of the vehicle against any loss resulting from the breach of the Dealer's warranty of title to the vehicle or of any warranty or representation contained herein;
8. With respect to each and every vehicle purchased b Dealer, Dealer agrees that:
- A. Auction does not inspect vehicles delivered to it for sale; rather, the seller is responsible for all representation of description, condition and mileage and for disclosure statements relating to vehicle;
 - B. Dealer will pay Auction the purchase price of the vehicle by draft, check or cash (as requested by Auction) immediately upon tender of good title thereto. Upon failure to so pay, Auction may without further notice to Dealer dispose of such vehicle through a subsequent auction sale and Dealer shall be liable to Auction for all costs of collection, loss on resale of vehicle, and any other damage the liable Auction may sustain, including reasonable attorney fees incurred in collecting payments due and interest;
9. Dealer agrees to honor payment of any check or draft immediately when properly presented to Dealer's bank for payment. Dealer will not, under any circumstances, stop payment of its check or draft without the advance written approval of an authorized representative of Auction; then, if approved, Dealer will return the vehicle at Dealer's expense to Auction's place of business. Dealer further agrees to hold Auction harmless and indemnify Auction against any loss as a result of a check or draft of Dealer being dishonored by the bank upon which it is drawn.
10. Dealer hereby authorizes Auction to investigate Dealer's credit history including but not limited to the banks and other financial institutions with whom Dealer does business and agrees to execute any documents required by any such bank or financial institution to release information to Auction.
11. Auction guarantees to the buyer good and valid title to each vehicle bought at Auction subject to the following terms, conditions and limitations:
- A. The guaranty covers only invalidities in title existing at the time of the sale and does not cover more technical defects which can be removed by execution and delivery to the buyer of legally required papers without the ne necessity of any monetary payment.
 - B. The guaranty does not protect against defects in the title known to the buyer whither or not listed as exceptions on the tile on Auction's contract.
 - C. Whenever any claim is made by any person against the title of the vehicle, whiter by suit or otherwise, the buyer shall within five days after becoming aware of the claim, notify Auction, giving full particulars of the claim and shall cooperate fully in defending any legal action or taking any other steps to minimize possible loss.
12. This Agreement may be terminated by Auction at any time with or without cause. The parties' obligations under this Agreement with respect to transactions completed prior to termination shall survive termination.
13. This Agreement with respect to transactions completed prior to termination shall survived termination.

<p>Auto Group:</p> <p>Signature: _____</p> <p>Printed: _____</p> <p>Title: _____</p>	<p>Tidewater Auto Auction:</p> <p>Signature: _____</p> <p>Printed: _____</p> <p>Title: _____</p>
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BANK REFERENCE FORM

Instructions:

- 1) Dealer / Buyer to complete Part A
- 2) Dealer / Buyer provide form to Bank / Financial Institution to complete Part B
- 3) Bank / Financial Institution complete Part B
- 4) Bank / Financial Institution return completed form directly to TWAA

This bank letter is for **buyers only** and will need to be updated yearly. Check approval policies require bank accounts to be opened at least six month and be in the dealership name.

Section A: Authorization - to be completed by dealer

I hereby authorize my bank / financial institution to release information as requested below to TWAA

Signature: _____ Print Name: _____ Date: _____

A

Bank Information:

Name: _____

Address: _____

City, State: _____

Phone: _____ Fax: _____

Buyer / Dealership Info: TAA # _____

Name _____

Address: _____

City, State: _____

Phone: _____ Fax: _____

Account # (req.) _____

Section B: to be completed by Bank/ Financial Institution and mailed/faxed to Tidewater Auto Auction

Your bank has been listed by the above named dealership as their principal banking reference. Our company is a wholesale automobile auction for licensed new and used car dealers. Since we Guarantee all dealer checks for cars bought at our auction, we require that dealers doing business with us established their financially credibility.

We would be grateful to you if you could complete the below estimate of this account. This information will be held strictly confidential and will be used only for the purpose of establishing the credit worthiness of the dealership.

B

Date acct. was opened: _____ Is account in dealership name? YES NO

NSF Checks? YES (if yes, give details) _____ NO

Yearly average balances are: (Please check one in both columns)	<input type="checkbox"/> Low	<input type="checkbox"/> 3 figures
	<input type="checkbox"/> Medium	<input type="checkbox"/> 4 figures
	<input type="checkbox"/> High	<input type="checkbox"/> 5 figures
		<input type="checkbox"/> 6 figures

This dealer is : A valued customer with a good reputation
 (check all that apply) Honest and reliable, but short on capital
 A new customer

Do you floor plan this account? YES NO

Maximum credit extended: Secured \$ _____ Unsecured \$ _____

Floor plan line: New \$ _____ Used \$ _____

Information provided

By: _____ Title _____ Date _____

Office Use Only

TAA #

ADD A REP OR REMOVE A REP FORM
Authorization Letter for change in Sales Representatives

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Instructions:

Authorized Dealer to complete all parts of this form.
Provide a copy of the salesman license (if applicable for your State)

Dealership Name: _____ Main TAA Acct # _____

Please ___ ADD ___ REMOVE the following Sales Representative to/from our account:
(complete *left* column for removal, complete *both* columns for additions)

Name: _____	Signature: _____
Home address: _____	Cell: _____
City & State _____ Zip _____	Cell Provider: _____
SS# _____	Home Phone: _____
	Email: _____

I hereby authorize the above named Sales representative to:
(check all that apply)

- Buy Automobiles
- Sell Automobiles
- Allowed to Pick Up Titles
- Execute bills of sales and Odometer mileage statements
- Pay with Company Check (w/TWAA approval)
- Pay with Cash
- Print Gate Passes

I give permission for the above named individual to use my floor plan account with: _____.

I understand that the authority of this person to act behalf of the dealership shall continue in full force until Tidewater Auto Auction is notified in writing of termination. It is the dealership responsibility to collect the auction card from the terminated representative. Dealer hereby guarantees all transactions made by such person, and agrees to indemnify and hold harmless the auction from all loss or expense caused as a result of transactions including, but not limited to, losses from dishonored checks or drafts, defective titles, and false or inaccurate odometer mileage statements, as well as expenses incurred in attempting to collect such losses, including attorney fees.

Signature: _____ Title: _____

Printed name: _____ Witnesses: _____

ADDED OR REMOVED ON (office Use only)	Date: _____	Signature: _____
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