



# Dealer Application

Date: \_\_\_\_\_

Customer No: \_\_\_\_\_

Dealership Name: \_\_\_\_\_

Legal Name (If Different): \_\_\_\_\_

Company Type:       Sole Proprietorship               Partnership               LLC               Corporation

Dealer Type:               Automobile               Export               Boat               Motorcycle               RV

Business Type:  New               Used               Wholesale               Parts               Salvage

Federal EIN or Tax ID No: \_\_\_\_\_ Date Business Started: \_\_\_\_\_

Lot Address: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ St/Prov: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ St/Prov: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Bus. Phone No: \_\_\_\_\_ Bus. Fax No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Web Site Address: \_\_\_\_\_

Liability Insurance Co: \_\_\_\_\_ Policy No: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Owner:

Name: \_\_\_\_\_ Ownership: \_\_\_\_\_ %

Home Address: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ St/Prov: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Home Phone No: \_\_\_\_\_ Cellular Phone No: \_\_\_\_\_ DOB: \_\_\_\_\_

Social Security No: \_\_\_\_\_ Drivers License No: \_\_\_\_\_ State \_\_\_\_\_

Own Business Real Estate:  Yes  No      Own Residence:  Yes  No      # Years at Residence: \_\_\_\_\_

Owner:

Name: \_\_\_\_\_ Ownership: \_\_\_\_\_ %

Home Address: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ St/Prov: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Home Phone No: \_\_\_\_\_ Cellular Phone No: \_\_\_\_\_ DOB: \_\_\_\_\_

Social Security No: \_\_\_\_\_ Drivers License No: \_\_\_\_\_ State \_\_\_\_\_

Own Business Real Estate:  Yes  No      Own Residence:  Yes  No      # Years at Residence: \_\_\_\_\_



# Credit Information

Primary Bank: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ St/Prov: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_  
 Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Date Opened: \_\_\_\_\_  
 Routing No: \_\_\_\_\_ Account No: \_\_\_\_\_

Other Bank: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ St/Prov: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_  
 Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Date Opened: \_\_\_\_\_  
 Routing No: \_\_\_\_\_ Account No: \_\_\_\_\_

Floorplan Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 City: \_\_\_\_\_ St/Prov: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_  
 Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Date Opened: \_\_\_\_\_  
 Account No: \_\_\_\_\_ Credit Limit: \_\_\_\_\_

References (List other Auctions you attend):	Phone Number:
_____	_____
_____	_____
_____	_____
_____	_____

Dealership Franchise Information			
Franchise Name	Franchise No	Franchise Name	Franchise No
_____	_____	_____	_____
_____	_____	_____	_____



# Guaranty

In consideration of Clark County Auto Auction hereinafter referred to as "Auction" allowing Dealer to buy and sell motor vehicles through Auction, Dealer whether one or more, personally covenants, guarantees and warrants that the title to each vehicle sold by dealer through Auction will be free and clear of all liens and encumbrances, whatsoever. Dealer 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.

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

Dealer further guarantees the Odometer Disclosure Statements given by or in behalf of the Dealer in all sales of motor vehicles by it through Auction and agrees to reimburse, indemnify and hold the Auction harmless from all losses and expenses caused it by any such Odometer Disclosure Statement which proves to be false or inaccurate including without limitation (1) payments made by Auction under its Odometer Protection Plan in connection with any such sale, (2) any amounts paid in settlement of a legal claim in connection with any such claim, (3) any amounts paid in damages for any such claim, including any punitive damages, and (4) any expense or costs incurred by auction in collection or attempting to collect such losses, including attorney's fees.

Dealer acknowledges that Auction has the right to refuse to transact business with Dealer, to void any transaction of sale of motor vehicle, 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 guaranty is to be a continuing guaranty and presentment, demand, protest, and any notice of non-payment or dishonor, Dealer shall be liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of Creditors of Dealer shall not affect the enforceability of this agreement.

Dealer acknowledges, is aware and will abide by all policies and rules contained in the latest issue of Clark County Auto Auction's policies and procedures handbook, including arbitrary and return policies, policies are subject to change at any time by Auction Administration.

This guaranty shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall inure 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, or one signatory binding a group, are severally liable under this agreement.

Legal Name of Dealership: \_\_\_\_\_

Signature of Owner/Dealer Operator: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



# Power of Attorney

The undersigned, and its subsidiaries hereby duly appoint Clark County Auto Auction, located at 1611 Highway 62, Jeffersonville, IN 47130 through its authorized employees and agents to as our ATTORNEY-IN-FACT to sign all papers and documents that may be necessary pertaining to the sale and subsequent title transfer of the vehicles consigned by the undersigned to Clark County Auto Auction for its auction of the vehicles or pertaining to the vehicles by the undersigned, including without limitation, any title, title transfer document, reassignment of odometer disclosure statements as required by federal law.

In consideration of Clark County Auto Auction’s agreement to execute such documents on behalf of the undersigned from time to time, the undersigned, shall indemnify, defend, and hold harmless Clark County Auto Auction, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from and against any and all loss, damage, liability, claims, cause of action, and expenses of whatever kind and nature, arising from the execution by Clark County Auto Auction or its employees or agents of any certificate of title, odometer disclosure statement, bill of sale, or other document necessary to transfer ownership of consigned vehicles. Notwithstanding the foregoing, nothing contained herein shall be construed to require the undersigned to indemnify Clark County Auto Auction, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from any loss resulting from any gross negligence or willful misconduct of Clark County Auto Auction or its employees or agents.

This Power of Attorney shall be effective as of the date of signing hereof on behalf of the undersigned and expires on December 31, \_\_\_\_\_, unless earlier terminated by the undersigned in its sole discretion.

This power of Attorney supersedes any previous authorization to act as an agent and attorney-in-fact for the undersigned.

Legal Name of Dealership: \_\_\_\_\_

Signature of Owner/Dealer Operator: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_