



Arkansas Auto Dealer's Exchange

5511 Stadium Blvd. Jonesboro, Ar. 72404

P.O. Box 16918 Jonesboro, Ar. 72403

Office: (870)520-6455 Fax: (870)520-6408

Thank you for choosing ADE Jonesboro, for your remarketing needs. Please print the attached forms, complete and sign each where indicated. It is only necessary to sign the Bank Authorization letter our office will complete the form.

In order for us to process your application faster and more efficiently we will need the following items along with your completed application.

- ___ 1. A copy of your actual updated Dealer License
- ___ 2. A copy of your Surety Bond
- ___ 3. A copy of your Drivers License (*Please mail, fax copies not clear*)
- ___ 4. A copy of a company check (mark copy of check as VOID)
(we cannot accept personal checks)

Upon completing this application, please mail or fax back to us. Should you have any questions or need assistance with this application, please feel free to contact Dealer Registration at the number above.

It is our goal to serve every dealership we register in a very professional manner. We want to serve each dealership well regardless of size, and we hope we can meet your needs in supplying vehicles of all types. In addition, we will provide a ready outlet for your surplus vehicle inventory.

Thank you,

Dealer Registration

Auction every Tuesday



DEALER APPLICATION

DATE _____

Company Name _____ Telephone _____
(Hereinafter referred to as Dealer)

E-Mail Address _____

Legal Name if Different _____ Fax _____

Street Address _____ Mailing Address _____

City/ST/Zip _____

BUSINESS INFORMATION

Is the Dealer:
An Individual _____ Partnership _____ Corporation _____
Federal Tax
ID # _____

Auction Access # _____

Date Organized _____ Dealer License # _____

Sales Tax # _____

Do you expect to: Buy _____ Sell _____ Will you use Cash _____ Check _____ Draft _____
(subject to Auction approval)

Type of Dealer – Franchised _____ Type of Franchise _____ Used _____
Wholesale _____ Retail _____

Auction and its insurers are authorized to investigate the credit history of Dealer and any of Dealer's Owner and Officers through banks, financial institutions, credit reporting agencies and other sources. Yes _____ No _____

List of Owners and/or Officers

Name _____ **Title** _____

Social Security # _____

Home Address _____

City/ST/Zip _____

Home Phone _____ Cell Phone _____ Driver License # _____

State Issued _____

Name _____ **Title** _____

Social Security # _____

Home Address _____

City/ST/Zip _____

Home Phone _____ Cell Phone _____ Driver License # _____

State Issued _____

Name _____ **Title** _____

Social Security # _____

Home Address _____

City/ST/Zip _____

Home Phone _____ Cell Phone _____ Driver License # _____

State Issued _____

CREDIT INFORMATION

Bank Name _____

Name of Bank Official _____

Address _____

City/ST/Zip _____

Phone # _____ Fax # _____

Account # _____

Name on Account _____

How Long Doing Business _____

Do you use a Floor Plan or Finance Company? Yes _____ No _____

If Yes, which company do you use? _____

Name _____

Address _____

City, State, Zip _____ Phone # _____

Contact Person _____

How Long Doing Business _____ if you have done business with either of the above for less than three years, give previous financial institution(s) name and address.

Bank _____

Finance Co. _____

Address _____

REFERENCES

Other Auction _____

How Long Registered _____

City/State _____

Phone # _____

Other Auction _____

How Long Registered _____

City/State _____

Phone # _____

Other Auction _____

How Long Registered _____

City/State _____

Phone # _____

Dealer or other Business Reference _____

How Long _____

Other _____

Other _____

AUTHORIZED REPRESENTATIVES

The following person or persons are duly authorized to buy and/or sell automobiles, to execute checks or drafts, 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 full force and effect until terminated by Dealer in Writing to the Auction. Dealer does hereby guarantee all transactions made by such persons.

Name _____ Title _____

Home Phone _____

Home Address _____

City/State/Zip _____

Cell Phone _____ Social Security # _____

Driver License # _____ State _____

Date of Birth _____ Authorized to Buy _____ Sell _____ Sign Checks _____ Sign Drafts _____
(Auction Approval Required)

X _____
Rep Authorized Signature

X _____
Owner/Officer Authorized Signature

Name _____ Title _____

Home Phone _____

Home Address _____

City/State/Zip _____

Cell Phone _____ Social Security # _____

Driver License # _____ State _____

Date of Birth _____ Authorized to Buy _____ Sell _____ Sign Checks _____ Sign Drafts _____
(Auction Approval Required)

X _____
Rep Authorized Signature

X _____
Owner/Officer Authorized Signature

Name _____ Title _____

Home Phone _____

Home Address _____

City/State/Zip _____

Cell Phone _____ Social Security # _____

Driver License # _____ State _____

Date of Birth _____ Authorized to Buy _____ Sell _____ Sign Checks _____ Sign Drafts _____
(Auction Approval Required)

X _____
Rep Authorized Signature

X _____
Owner/Officer Authorized Signature

Name _____ Title _____

Home Phone _____

Home Address _____

City/State/Zip _____

Cell Phone _____ Social Security # _____

Driver License # _____ State _____

Date of Birth _____ Authorized to Buy _____ Sell _____ Sign Checks _____ Sign Drafts _____
(Auction Approval Required)

X _____
Rep Authorized Signature

X _____
Owner/Officer Authorized Signature

This information provided by

Printed Name

Signature

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 guaranty 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 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.

This instrument 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 and severally liable under this agreement.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this _____ day of _____, _____.

X _____
Owner

_____ Witness X _____ signature

_____ Witness X _____ signature

_____ Witness X _____ signature

AUCTION TERMS AND CONDITIONS

The Dealer agrees that he has access to a copy of the Auction Rules and Policies and it is the responsibility of the Dealer to familiarize himself with these rules and policies. The Dealer shall indemnify, defend and hold harmless the Auction, its officers, owners, agents and employees, from and against any liability, loss, damage, cost, expense, claim suit or demand, including, without limitation to, attorneys' fees and other legal costs, resulting from, arising out of or connected with, directly or indirectly, any purchase and/or sale of consigned vehicles, including without limitation, title processing, odometer mileage and/or mileage statements, breach of Dealer warranty of title, or alleged misrepresentations of a Dealer regarding vehicle title, history or condition, and/or a breach by Dealer of any other Auction Rules and Policies.

The Dealer agrees that the amount of the Auction Company's liability under its guaranty of title of consigned and/or sold vehicles according to the terms of Auction Insurance Policy, shall never exceed the sale price of said vehicle in each transaction. The maximum amount of the Auction Company's liability under its said guaranty shall be reduced by deducting from said sale price 2% thereof on the first of each month following the date of the sale transaction, and all liability of the Auction Company will expire and terminate on the first day of the 24th month after the date of sale transaction.

The Auction Company's guaranty of title is expressly limited to the Buyer of said vehicles in accordance with Auction Rules and Policies and said guaranty is not negotiable or transferable. The Auction Company's guaranty to the Dealer shall be void ab initio if the purchase price of said vehicles are not paid for by the Dealer.

The Dealer agrees to the Payment Terms of the Auction Company that are a part of the Auction Rules and Policies, and the Auction Company acts merely as an agent between Buyer and Seller and gives no guaranty or warranty for vehicles conditions consigned or sold.

The Dealer agrees that the title to vehicles consigned and/or sold at Auction will be valid and transferred, free from all defects, liens and encumbrances; that Dealer has the right to sell and transfer title; and Dealer will defend title against all claims and demands of any person.

Auction Rules and Policies and/or these Terms and Conditions are subject to change without written notice to the Dealer. Use of the Auction issued card or transactions of other business with Auction shall be evidence of acceptance of any changes. Further the Dealer is subject to all other terms and conditions communicated, whether in writing or posted at the Auction facility.

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

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this _____ day of _____, _____.

X _____
Owner

_____ Witness X _____ signature

_____ Witness X _____ signature

_____ Witness X _____ signature



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DATE: _____

DEALERSHIP NAME

STREET ADDRESS

CITY STATE ZIP

PHONE #

I, _____, GIVE *ADE JONESBORO* AND ITS EMPLOYEES AUTHORIZATION TO SIGN DOCUMENTS REQUIRED FOR APPLICATION FOR TITLE AND REGISTRATION, TO PICKUP TITLES THAT MAY SHOW ANY LIENS IN FAVOR OF MY COMPANY, AND TO SIGN AS AN AGENT ON BEHALF OF MY COMPANY IF NECESSARY TO TRANSFER TITLES. IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CALL ME AT THE PHONE NUMBER LISTED ABOVE.

SINCERELY,

DEALER SIGNATURE

PRINTED NAME



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Hereinafter referred to as Auction

5511 STADIUM BLVD. JONESBORO, AR. 72404

P.O. BOX 16918 JONESBORO, AR. 72403

OFFICE: (870)520-6455 FAX: (870)520-6408

Date _____

Bank Name, address

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. Any fees that might be charged for this service should be debited from the account.

Account Number _____

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

Sincerely,

(Signature of Dealer)

(Printed Name of Dealer)

(Dealer Information)



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Gentlemen:

RE: _____

Your bank has been designated by the above as his/their principal depository and banking reference.

We operate a wholesale automobile auction for licensed new and used auto dealers. Since we guarantee all dealer checks for vehicles bought at our auction, we require that all dealers who do business here establish their financial responsibility.

We would be grateful to you if you would check mark below your estimate of this account. This information will of course be held **strictly confidential** and will be used only for our own purposes.

Customer has been banking with you since: _____

Type(s) of accounts held: ☐ Regular Account
☐ Special Account
☐ Loan Account

Experience with Customer: ☐ A valued customer with good reputation and financial responsibility
☐ Honest and reliable, but short in capital
☐ Unknown to us
☐ A new customer – limited experience
☐ Unsatisfactory (Please explain below)

The Account is: ☐ Satisfactory ☐ Unsatisfactory

Average Balances for six months are: ☐ Small ☐ 3 figures
☐ Medium ☐ 4 figures
☐ Large ☐ 5 figures
☐ 6 figures

Insufficient Checks: ☐ Does issue ☐ Does not issue

Maximum Credit recently extended: \$ _____ Secured
\$ _____ Unsecured

Do you floor plan this account? ☐ 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

Address for sight Draft collections _____

Remarks: _____

Above information given by: _____

Signature below

Printed name

Title

Date completed

_____(signature)

Thank you for your prompt attention to this matter and cooperation.
Sincerely,

Auction/Office Manager



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Auction Rules and Policies

This is a **"DEALER'S ONLY AUTO AUCTION."** The general public is not invited. You, the dealer will be held fully responsible for the actions of all your guests, this includes all drivers, mechanics etc. Children under the age of 12 years will not be allowed in the Auction Lanes. All children should be accompanied by an adult over the age of 18 and becomes the sole responsibility of the dealer who is in attendance with the child. All guests (including children) must be signed into the facility at the Auction Office and must wear a badge that declares them as a guest of the attending dealer responsible. Your help in this area will be appreciated.

1. All dealers must be **registered, approved, and receive their dealer card** before conducting business. Auction issued dealer cards must be used on all transactions. Your auction card is non-transferable and should not be given to any other individual for their use thereof. The auction reserves the right to refuse service to anyone.
2. No vehicle will be offered for sale without a vehicle identification number plate (**VIN**) or with a VIN plate that appears altered or marred in any way. All vehicles can be subject to inspection by federal, state, city or local law enforcement.
3. It is the Seller's responsibility to announce the following:
STRUCTURAL/FRAME DAMAGE; HAIL-DAMAGED VEHICLES; POLICE VEHICLES; TAXI CABS; COMMERCIAL VEHICLES; GOVERNMENT VEHICLES; FLOOD DAMAGED VEHICLES; PREVIOUSLY SALVAGED/DAMAGED VEHICLES; CANADIAN/FOREIGN VEHICLES; VEHICLES TITLED IN AN INSURANCE COMPANY NAME; MANUFACTURERS STATEMENT OF ORIGIN (MSO); ALL MILEAGE ANNOUNCEMENTS, (e.g. Unknown miles, inoperable odometers, etc.)
4. All vehicles consigned for sale (EXCEPT THOSE WITH EXEMPT MILES), **MUST BE ANNOUNCED** as either actual miles, miles exceed mechanical limits, or mileage not actual.
5. All vehicles sold outside of Auction Ring are sold **"AS-IS"**, no ride and drive or arbitration is allowed. Both BUYER and SELLER must inform the office of such a sale and sign the necessary paperwork to complete the transaction.
6. All sale transactions must clear through the Auction office. Sales on the premises, which do not clear through the office, will be subject to a fee charge and may be grounds for termination of business privileges.
7. Any vehicle bringing **LESS THAN \$2,500** is sold **"AS-IS"**, **NO RBITRATION OF ANY KIND IS ALLOWED**. Ride and drive privileges do not apply. Vehicles sold over the block **"AS-IS"** are sold "with all it's faults, no representation of warranty expressed or implied," regardless of sale amount.
8. The Seller has 30 days to produce a title to the auction for the buyer. Seller is required to produce a title that meets the guidelines and requirements of the State of Arkansas. **Late titles must be announced**. Under the "Late Title" announcement, the seller has 45 days; ALL FRANCHISE DEALERS fall under the "LATE TITLE" guideline of 45 days. Failure to produce a title under these guidelines can result in the buyer having the option to return the vehicle to the Auction, to be picked up by the Seller. The buyer **MUST** give the Auction 24 hours notice of intent to return a vehicle for late title. The Auction will contact the seller and notify him. If the title is not presented within 24 hours the buyer can return the vehicle.

However if the title is presented within the 24 hours the buyer still owns the vehicle. The buyer will be entitled to verifiable transportation to and from the auction premises. No other expenses will be reimbursed. It is the responsibility of the seller to reimburse the transportation expenses and the Auction Fees.

9. A fee will be charged for drafts returned to the Auction for any reason other than valid paperwork errors by the Seller. The maximum allowed by law, (minimum of \$25) will be added to the price of the draft. If the draft is resubmitted a handling charge of \$25 will be added. If the draft is picked up at the Auction facility all fees will be collected at that time, including draft fee and return fee.
10. Any check returned to the Auction for non-payment will be subject to return fees, a minimum of \$25. All returned checks must be paid in **CASH** or **CASHIER CHECKS**, *no replacement checks will be accepted*.
11. It is the Sellers responsibility to ensure that the year, model, and odometer announcements are correct. This applies to all paperwork including the information displayed on the vehicle by the Auction Staff.
12. All warranties are those of the Seller only. The Auction makes no warranties expressed or implied. The Auction is not a party to the contract of sale. The contract of sale is only between the Seller and Buyer. Any agreements made between a Buyer and Seller, before, during or after a transaction must be printed on the block ticket to be valid.
13. All vehicles on Auction Property are considered by our insurance as the Dealer's Responsibility. The Auction does not insure and is not liable for theft, accidents, fire or by acts of God (i.e. flood, hail, tornado or lightning).
14. All vehicles must have a Gate Pass in order to leave the Auction property. Gate Passes are issued in the Auction Office by Auction Personnel. The Office, with regard to time limits and other conditions may issue Test Drive Passes.
15. Unannounced Frame Damaged units must be arbitrated within **48 Hours** of purchase and are the responsibility of the Seller. All unannounced frame damaged units must be returned to the Auction, inspected by the Auction and must be verified by the Auction before the sale is void. The Seller will be responsible for any cost incurred by the Auction for verification of damage. The buyer can be entitled to verifiable transportation to and from their lot to the Auction. No other expenses will be reimbursed. It is the Sellers responsibility to reimburse the transportation expense and all Auction Fees. **"AS-IS"** vehicles are not eligible for frame damage arbitration.

ARBITRATION POLICY

1. All complaints must be submitted to the arbitrator within **2 HOURS** of **PURCHASE**. All arbitration must be settled day of sale and prior to the vehicle leaving the premises. **ARBITRATOR'S** decision is **FINAL** on both the Buyer and Seller
2. Repairs to a vehicle must be **\$300** or more for a single item to be considered for arbitration. Radios, their presence or lack of, are not considered for arbitration.
3. Major paint and body work must be announced on vehicles current year to 2 years older. Any major paint or body work (current year model to 2 years older) not announced will result in a void sale, and will become the responsibility of the Seller. All such reports must be verified by Arbitration. Frame Damage and Repair must be announced on all vehicles.
4. **ALL DIESELS** are sold **"AS-IS"** without warranty or right of arbitration on the **ENGINE**.
5. No arbitration is allowed on missing or inoperative EPA or DOT equipment
6. No arbitration is allowed on CVT transmissions.
7. Visible exhaust smoke from any vehicle is non arbitative.
8. The Auction is not obligated to purchase a vehicle under any circumstance. In the event of a dispute between Buyer and/or Seller and the Arbitration Policy, the Seller will retain possession of the vehicle and the sale will become void.
9. RED LIGHT **"AS-IS"** announcement takes precedence over all other announcements.

ODOMETER POLICY

The Auction does not guarantee odometer reading, mileage statements, bill of sale, etc. The Auction does not guarantee miles indicated on any vehicle offered at the Auction. Sellers must announce if odometer is broken or in excess of mechanical limits. The Auction will not become involved in mileage disputes. Any irregularity in the odometer must be brought to the attention of the Auction on the day of sale. Sellers are required to take back any vehicle with a documented odometer rollback problem. All vehicles offered for sale at the Auction are subject to inspection by county, state, local, and federal law enforcement officers.

SELLING LIGHT DESCRIPTION

Green Light- "Ride and Drive"- Seller declares the vehicle is subject to all arbitration policies, and free of mechanical defect in excess of \$300.

Green & Yellow Light- "Power Train Ride and Drive"- Seller declares the following components to be free of defect in excess of \$300: Engine, Transmission, Trans-axle, or Differential.

Yellow Light- "Caution"- Reflects a defect has been announced on the vehicle by the Seller. No arbitration is available on the announced item.

Red Light- "AS-IS"- Whereas no representation of warranty is expressed or implied. No ride and drive and/or warranty in any manner.

PAYMENT POLICY

All payments are due Day of Sale and must be made before vehicle leaves premises. Acceptable forms of payment are: Cash, Cashier Check, Draft or Approved Finance Company Check. NO PERSONAL CHECKS CAN BE ACCEPTED. Each vehicle should be paid by separate checks according to Auction Insurance Policy requirements, regardless of title presence.