

Dealer Registration



Please provide the following:

- A copy of your Dealer's License
- A copy of your Sales Tax Certificate
- A copy of the Driver's License for all representatives
- A copy of your Master Tag Receipt
- A copy of your Surety Bond
- A Voided Business Check if you plan to write checks
- A completed Dealer Application Packet for New Calhoun Auto Auction

If you have any questions, please feel free to call us at 706-624-1944 or fax us at 706-625-7288.

We honor the following Floor Plans:



THE NEW CALHOUN AUTO AUCTION

2236 ROME ROAD SW

CALHOUN, GA 30701

(706)624-1944

FAX (706)625-7288

www.newcalhounautoauction.com

DEALERS APPLICATION

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

OFFICE PHONE # _____ FAX# _____ CELL # _____

E-MAIL ADDRESS _____

STATE LICENSE # _____ SALES TAX # _____

12 DIGIT MASTER TAG # _____ FEDERAL ID # _____

DATE FIRM WAS ORGANIZED _____

INCORPORATED _____ PARTNERSHIP _____ SOLE OWNERSHIP _____

TYPE OF DEALER:

NEW _____ USED _____ WHOLESALE _____ PARTS _____

I WISH TO PAY BY:

DRAFT _____ CHECK _____ CASH _____ CREDIT CARD _____

REFERENCES

BANK NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

CONTACT NAME _____ ACCT # _____

DO YOU FLOOR PLAN CARS? _____ IF YES, WITH WHOM? _____

I AM INTERESTED IN: BUYING _____ SELLING _____ BOTH _____

OWNER INFORMATION

RESIDENCE ADDRESS _____

YEARS LIVED AT THIS ADDRESS _____ RESIDENCE PHONE # _____

DEALER REFERENCES

REFERENCE #1 _____

PHONE # _____ CONTACT _____

REFERENCE #2 _____

PHONE # _____ CONTACT _____

OTHER AUCTIONS YOU HAVE ATTENDED

NAME _____ PHONE _____

NAME _____ PHONE _____

NAME _____ PHONE _____

PLEASE READ AND INITIAL

UPON AUTHORIZATION TO CONDUCT BUSINESS AT NEW CALHOUN AUTO AUCTION, THE APPLICANT AGREES TO ABIDE BY ALL AUCTION POLICIES AND PROCEDURES SPECIFICALLY THOSE CONCERNING TAMPERING, SALVAGE AND REBUILT VEHICLES.

INITIALS _____

PRINTED NAME OF OWNER _____

SIGNATURE OF OWNER _____

AUTHORIZED REPRESENTATIVES

DATE _____

COMPANY NAME _____

DEAR DEALER,
IN ORDER FOR US TO PROVIDE ADDITIONAL SECURITY AGAINST
UNAUTHORIZED ENTRANTS TO **THE NEW CALHOUN AUTO AUCTION**, WE
REQUEST THAT YOU INCLUDE THE NAMES OF YOUR AUTHORIZED SALES
REPRESENTATIVES. THESE NAMES WILL BE AUTHORIZED TO BUY WITH
CHECKS AND/OR DRAFTS. PLEASE NOTE THAT YOU BEAR FULL
RESPONSIBILITY FOR THEIR ACTION AT **THE NEW CALHOUN AUTO AUCTION**
BY ALLOWING THEM TO USE YOUR LICENSE.

AUTHORIZED REPRESENTATIVES Please print full name	DRIVERS LICENSE#	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PRINTED NAME OF OWNER _____

SIGNATURE OF OWNER _____

DATE _____

IF AT ANY TIME YOU WOULD LIKE TO MAKE CHANGES TO YOUR AUTHORIZED SALES LIST, YOU MUST INFORM US IN WRITING OF THESE CHANGES.

AGREEMENT

This agreement (herein after referred to as the "Agreement") is made and entered into on the _____ day of _____, _____, between NEW CALHOUN AUTO AUCTION, and _____

Whose address for mailing notices is _____

Sole proprietorship / corporation of the State of Georgia (herein after referred to as "Dealer"); and NEW CALHOUN AUTO AUCTION, a corporation organized under the laws and regulations of the State of Georgia or _____.

In consideration for good and valuable consideration, the Dealer hereby represents, covenants, warrants and agrees to THE NEW CALHOUN AUTO AUCTION, as follows:

- a) Dealer is presently licensed to sell new and/or used automobiles and in good standing under the laws of the State of Georgia as they may regulate such activity;
- b) Dealer has never been known as, or been incorporated or carried on business or trade under or used any name other than the name appearing on the first page of this Agreement;
- c) Dealer shall not change its name, its principal place of business or its chief executive officer without having given NEW CALHOUN AUTO AUCTION, at least thirty (30) days prior certified written notice thereof;
- d) Dealer warrants that the transfer of any funds pursuant to this Agreement shall be considered to be made a contemporaneous exchange for payment of a debt incurred in the ordinary course of business or financial affairs of the Dealer, and made according to ordinary business terms. Dealer further warrants that the transfer is intended to create a constructive trust as to any such funds;
- e) Dealer warrants and acknowledges that at no time does THE NEW CALHOUN AUTO AUCTION, waive its right to reclamation under any circumstance. Any transfer of vehicles by Dealer without full and complete payment by the Dealer shall conclusively presume intent to misrepresent a material fact.

Should Dealer fail to tender cash or certified payment upon any vehicle or vehicles purchased through THE NEW CALHOUN AUTO AUCTION, then THE NEW CALHOUN AUTO AUCTION shall have the right at any time or times to: (1) immediately bring an action for the full price along with consequential damages; or (2) within ten (10) days written demand upon Dealer, reclaim the vehicle from the dealer and then sell, lease or otherwise dispose of the vehicle(s) without advertisement or publication (unless required by law) at public or private sale for cash, upon credit or upon such other terms as NEW CALHOUN AUTO AUCTION deems

advisable in its sole discretion and bring action for any deficiency along with all consequential damages. Dealer specifically waives any right to notification of sale or disposition.

Dealer further agrees that any action it may bring against NEW CALHOUN AUTO AUCTION for possession or non delivery shall be limited to the amount of purchase price of the vehicle, if accepted, less auction costs and liquidated amount of one hundred dollars. Dealer further agrees that any action it may bring against THE NEW CALHOUN AUTO AUCTION breach of warranty shall be a liquidated amount of one hundred dollars. In any action brought by or against Dealer, Dealer specifically waives any claim for consequential damages.

The Dealer submits to the jurisdiction of Gordon County, Georgia as to any action or proceeding arising out of or related to any legal or equitable claim which THE NEW CALHOUN AUTO AUCTION may have against the Dealer, including but not limited to the purchase or payment of automobiles from THE NEW CALHOUN AUTO AUCTION and agrees not to bring action or proceeding arising out of or relating to any legal or equitable claim which THE NEW CALHOUN AUTO AUCTION may have against the Dealer, including but not limited to the purchase or payment of automobiles from THE NEW CALHOUN AUTO AUCTION in any other court. Each party waives any defense of inconvenience forum to the maintenance of any action or proceeding so brought. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law.

Should the Dealer become liable to THE NEW CALHOUN AUTO AUCTION, THE NEW CALHOUN AUTO AUCTION shall be entitled to attorney's fees of no less than fifteen percent (15%) of the principal and interest due and owing expenses in exercising any of the rights, remedies, powers or privileges provided hereunder.

I, _____ further personally guaranty individually and equally bind any obligation hereunder upon the heirs, executors, administrators, successors and assigns.

Owners Signature _____

Date _____

TITLE DELIVERY

DATE _____

COMPANY NAME _____

I, _____ UNDERSTAND
AND AGREE THAT I WILL NOT SPEND ANY MONEY ON PURCHASED
VEHICLES FROM THE NEW CALHOUN AUTO AUCTION, BEFORE
RECEIVING PROPER DOCUMENTS.

I ALSO UNDERSTAND AND AGREE THAT ANY MONEY SPENT WILL BE
FORFEITED IN THE EVENT PROPER DOCUMENTS CANNOT BE
DELIVERED AND VEHICLE MUST BE RETURNED TO THE NEW
CALHOUN AUTO AUCTION.

PRINTED NAME OF OWNER _____

SIGNATURE OF OWNER _____

TITLE CLERK AUTHORIZATION

STATE OF _____

COUNTY OF _____

I, _____, (consignor) do hereby duly authorize THE NEW CALHOUN AUTO AUCTION and/or its employees to act as our Agent to sign all papers and documents that may be necessary to the sale and subsequent title transfer of the vehicles owned by consignor and consigned to THE NEW CALHOUN AUTO AUCTION for sale including without limitation any title, title transfer documents, reassignment or odometer disclosure statements as required by federal or state law. In consideration of THE NEW CALHOUN AUTO AUCTION agreement to execute such documents on Consignor's behalf from time to time, Consignor shall indemnify, defend and hold harmless THE NEW CALHOUN AUTO AUCTION, its affiliates, subsidiaries, officers, directors, employees, successors and assigns from any and all loss, damages, liabilities, claims, causes of action and expenses of whatever kind and nature arising from the execution transfer of ownership of any consigned vehicle of the execution by THE NEW CALHOUN AUTO AUCTION or its employees or against any certificate of title, odometer statement, bill of sale or other document necessary to transfer ownership of a consigned vehicle. Notwithstanding the foregoing, nothing contained herein shall be construed to require Consignor to indemnify THE NEW CALHOUN AUTO AUCTION from any loss resulting from any gross negligence or to indemnify THE NEW CALHOUN AUTO AUCTION or its employees or agents. Consignor further agrees to guarantee and save the authorities of any state requested process such transfer of title from all responsibility with respect to this Title Clerk Authorization.

_____ Printed Name of Consignor	_____ Signature of Consignor	_____ Date
_____ Printed Name of NCAA Employee	_____ Signature of NCAA Employee	_____ Date

THE NEW CALHOUN AUTO AUCTION DEALER FEES

<u>SALE PRICE</u>	<u>SELL/BUY FEE</u>
\$1.00 THRU \$100.00	55 %
\$101.00 THRU \$499.00	\$85.00
\$500.00 THRU \$999.00	\$95.00
\$1,000.00 THRU \$1,499.00	\$120.00
\$1,500.00 THRU \$1,999.00	\$130.00
\$2,000.00 THRU \$3,999.00	\$155.00
\$4,000.00 THRU \$4,999.00	\$165.00
\$5,000.00 THRU \$5,999.00	\$170.00
\$6,000.00 THRU \$6,999.00	\$175.00
\$7,000.00 THRU \$7,999.00	\$180.00
\$8,000.00 THRU \$8,999.00	\$195.00
\$9,000.00 THRU \$9,999.00	\$200.00
\$10,000.00 THRU \$11,999.00	\$210.00
\$12,000.00 THRU \$12,999.00	\$220.00
\$13,000.00 THRU \$13,999.00	\$230.00
\$14,000.00 THRU \$14,999.00	\$240.00
\$15,000.00 THRU \$15,999.00	\$250.00
\$16,000.00 THRU \$17,999.00	\$260.00
\$18,000.00 THRU \$19,999.00	\$270.00
\$20,000.00 THRU \$23,999.00	\$280.00
\$24,000.00 THRU \$24,999.00	\$295.00
\$25,000.00 THRU \$27,999.00	\$305.00
\$28,000.00 THRU \$99,999.00	1.25 %

NO SALE FEE \$20

NO TITLE FEE \$30

RETURNED CHECK FEE
\$100.00 OR 5%
WHICHEVER IS GREATER

**THERE WILL BE A \$50 DRAFT FEE FOR ALL SALES THAT HAVE NOT BEEN
PAID WITHIN 48 HOURS OF THE SALE.**

**PLEASE MAKE ALL CHECKS PAYABLE TO
THE NEW CALHOUN AUTO AUCTION**