

Greater Shreveport-Bossier Auto Auction 8000 Hwy 80 W Shreveport, LA. 71119 P.O. Box 29590 Shreveport, LA. 71149 Phone 318-221 3362 Fax 318 221 3372 gsbautoauction.com

Greater Shreveport Bossier Auto Auction would like to welcome you to our auction. We look forward to doing business with you.

Please find enclosed registration forms that will expedite your registration process. The information required will allow us to set up your account. Please print legibly, filling in each blank and fax your completed registration at your earliest convenience.

Please note: The registration process must be complete prior to the purchase of any vehicles.

We appreciate the opportunity to do business with your dealership. If you have any questions, please call our office at the number listed above.

Our office hours are:

Monday – Thursday, 8am – 5 pm Friday 8am – 12pm

Auctions will be held on Wednesday afternoons at 1:00pm.

Sincerely, Anita, Brenda, Jesica, Kayla and Leah. Greater Shreveport Bossier Auto Auction Dealer Relations & Registration

> Earning Your Business "One Sale At A Time" gsbautoauction.com

### **Dealer Registration Checklist**

- O Dealership Information (page 3 on right)
- O Dealer's License and Bond (page 2 & 3 on left)
- O Authorized Buyers (page 4 on right)
- O Driver's Licenses for Owner and (page 1 under checklist on left) Authorized Buyers
- O Bank Information (page 5 on right)
- O Method of Payment (page 9 on right)
- O Voided Company Check, if paying by check (page 10 on right) References
- O Title Delivery Instructions (page 6 on right)
- O Power of Attorney & Agent Affidavit (page 8&7 on right)
- W-9 (fill out first page) (page 4 on left)
- Sales Tax Certificate, if required by state

## **Dealership Information**

Dealership Name			
Business Address			
Mailing Address (if different fi	com above)		
City	State	Zip	
Business Phone ( )	Fax ( )		
Dealer License Number Expiration/ /	State		
Dealership is (please circle one INDIVIDUAL Year business started	PARTNERSHIP	CORPORATION anization	
Name of Owner			
Home Address			
City	<u>State</u>	Zip	
E-Mail			
Home Phone ( )	Mobile (	( )	
Driver's License #	SSN#	DOB	
Signature of Owner			
SECOND OWNER INFORMAN Name of Owner			
Home Address			
City	<u>State</u>	Zip	
E-M ail			
Home Phone ( )	Mobile (	( )	
Driver's License #	SSN#	DOB	
Signature of Owner			
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### Greater Shreveport Bossier Auto Auction Authorized Employees/Agents

The following employees and or agents are duly authorized to buy vehicles at Greater Shreveport Bossier Auto Auction. The authority of the following employees/agents to act on behalf of the Dealer shall continue until terminated by the Dealer *in writing* to Greater Shreveport Bossier Auto Auction. The Dealer does hereby guarantee all transactions made by such employees/agents. The Dealer agrees to indemnify and hold harmless Greater Shreveport Bossier Auto Auction from all loss of expense caused as a result of any transaction, including but not limited to losses from dishonored drafts, as well as any expense incurred in attempting to collect loss including attorney's fees.

Dealership Name			
Authorized Employee/Agent		Title	
Home Address	E-MailZip		
City	StateZip		
Home Phone( )	<u> </u>	)	
Driver's License #	SSN#		_DOB
Signature of Employee/Agent			Date
Signature of Owner			Date
Authorized Employee/Agent			
Authorized Employee/Agent Home Address	E-M	[ail	
City	State	Zip	
Home Phone()	Mobile Phone (	)	
Driver's License #	SSN#		_DOB
Signature of Employee/Agent			Date
Signature of Owner			Date
Authorized Employee/Agent		Title	
Home Address	E-Mail		
City	State	Zip	
Home Phone( )	Mobile Phone (	)	
Driver's License #	SSN#		_DOB
Signature of Employee/Agent			Date
Signature of Owner			Date

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### **Bank Information**

Bank 1	Contact	
Address		
City	State Fax #	Zip
Telephone #	Fax #	
Routing #	Account #	
Date Opened		
Bank 2	Contact	
Address		
City	State	Zip
Telephone #	Fax #	
Routing #	Fax # Account #	
Date Opened		
	Contact	
Address		
City	State Fax # Account #	Zip
Telephone #	Fax #	
Routing #	Account #	
Date Opened		
Finance or Floor Plan		
Company	Contact	
Branch		
Address		
City	State	Zip
Telephone #	Fax #	Routing #
	Account #	
Finance or Floor Plan		
Company	Contact	
Branch		
Address		
City	<u>State</u>	Zip
Telephone #	Fax #	Routing #
	Account #	

#### **Title Delivery**

**Greater Shreveport Bossier Auto Auction offers the follow methods for delivery of titles. Please circle your choice from the following list:** 

- 1 <u>Pick-up</u> (recommended) An authorized agent or myself will pick up title(s)
- 2 <u>First Class Mail</u> (not recommended) There is no cost for this option. (Not responsible for lost title(s).
- 3 <u>Certified Mail</u> (not recommended) There is a \$5 fee per package, posted to A/R.
- 4 <u>Overnight Delivery</u> (our account) There is a \$15 fee per package, posted to A/R.
- 5 <u>Overnight Delivery</u> (your account) Please provide us your account number and preferred carrier.

Account #		(please circle your carrier)		
Fed-Ex	DHL (ground)	UPS		
Signature		Date		
Printed Name		_		
Dealer Name		Dealer #		
Delivery Address		_		
City	State	Zip		

In the event that your title(s) are lost when sent to you by your approved method, we will not be responsible for those lost title(s). However, we will attempt to help you to the extent we are able, but our cost for this effort will be billed to your account.

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#### **Agent Affidavit**

Greater Shreveport Bossier Auto Auction, to include owners, agents, and employees are hereby appointed by me as agents to sign any documents in connection with business transactions made in the normal and reasonable course of business. This affidavit is for the express purpose but is not limited to title documents, checks, and bank drafts for vehicles purchased and sold by my company. This affidavit shall remain in force until such time as it is cancelled by me or Greater Shreveport Bossier Auto Auction in writing. I understand Greater Shreveport Bossier Auto Auction reserves the right to amend this affidavit at any time with written notice.

Signature of Bonded Owner/Officer Printed Name of Bonded Owner/Officer

Sworn before me this date \_\_\_\_\_, Notary Public in and for\_\_\_\_\_ (Parish).

**Notary Public** 

My Commission Expires at death

(SEAL)

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Often titles we receive are incomplete or have errors. We feel it is beneficial for our customers to execute a Power of Attorney authorizing us to sign titles, affidavits, and other title transfer documents on their behalf. If you choose to give us POA, this form must be notarized to be effective.

#### **Power of Attorney (for Titles)**

The undersigned, and/or its subsidiaries hereby duly appoint *Greater Shreveport Bossier Auto Auction* ("GSBAA"), with its primary place of business at 1315 *Grimmett Drive, Shreveport, LA 71107*, or any of its subsidiaries ("GSBAA"), through its authorized employees and agents, to act 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 *GSBAA* for its auction of the vehicles or pertaining to the purchase of 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 GSBAA's agreement to execute such documents on behalf of the undersigned from time to time, the undersigned shall indemnify, defend, and hold harmless GSBAA, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from and against any and all loss, damages, liability, claims, cause of action, and expenses of whatever kind and nature, arising from the execution by GSBAA or its employees or agents of any certificate of title, odometer statement, bill of sale, or other document necessary to transfer ownership of consigned and/or purchased vehicles. Notwithstanding the foregoing, nothing contained herein shall be construed to require the undersigned to indemnify GSBAA, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from any loss resulting from any gross negligence or willful misconduct of GSBAA 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 continue until full force and effect are terminated by the undersigned in writing.

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

Dealer By\_\_\_\_\_ Printed\_\_\_\_\_\_ Initials\_\_\_\_\_

 Subscribed and sworn to before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 200\_\_\_\_\_

 \_\_\_\_\_\_\_ Parish of \_\_\_\_\_\_, State of \_\_\_\_\_\_.

Notary Public\_\_\_\_\_

My Commission Expires at death

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### **Method of Payment**

Bank Name			
Address			
City		_State	Zip
Bank Phone # ( )		_Bank Fax # ( )_	
Contact Person/Dept			
Form of Payment	CASH	CHECK (Please circle one)	DRAFT
Mailing address for drafts			
of my banking account, including Bossier Auto Auction. I agree to information on my company, my draft or company check, and als Auction. The original of this letter this information for their confider	authorization to but not limited all Greater Shre yself, and my er o in obtaining u r will be retained tial use, as requ	my financial institution to to any loans, floor plans, an veport-Bossier Auto Auct nployees to be used in pro- updates as deemed necessed on file at Greater Shrevep ired, until I notify you othe	release information regarding any and all nd/or lines of credit to Greater Shreveport- ion and its representatives to obtain credit occessing my payments to them, either by ary by Greater Shreveport- Bossier Auto port-Bossier Auto Auction. Please release erwise. If there is a reasonable fee for this ed below. Thank you for your cooperation.
Signature of Account Holder			
Printed Name of Account Holder			

Account Number

Date

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#### Terms & Conditions

- This is a Dealer's Only Auction. All Dealers must be approved and registered before buying vehicles. 1)
- 2) Auction ID cards and bidder badges must be used at all times. All dealers are responsible for their own cards. Written notice from an authorized representative must be received to terminate a buyer/agent. Dealers are responsible for the conduct of their representatives and guests. Children less than 12 years of age are not allowed anywhere on auction property except in the guest lounge due to safety concerns.
- All vehicles offered for sale are subject to inspection by state and local authorities, FBI, and national Auto Theft Bureau. 3)
- All attempts have been made to give correct listing and information of vehicles offered for sale on behalf of selling dealerships. Sales 4) sheets listing dealership's vehicles entered in sales will be available prior to sale. It is the sole responsibility of the buyer to be aware of selling description, announcements, examination of vehicles and to accept vehicles present description. Any and all information written on vehicle's windshield and window, including but not limited to mileage, year, model, and or odometer condition, is for convenience only and the auction is not responsible for its accuracy; it is the buyer's sole responsibility to verify such information.
- Selling Descriptions: 5)
  - a) As-Is – without mechanical guarantee of any kind( including year and/or frame condition). All vehicles selling for \$2,500 or less are automatically "As-Is" regardless of any announcements to the contrary from the auction block of otherwise. All vehicles announced as repossessed are "As-Is". i)
    - ii) All New car trades are "As-Is" unless announced differently by the seller representing the vehicles.
  - "Ride and Drive"- guarantees engine, transmission, and drive axle with the exception of announced defects or conditions: b) however in no event will conditions which, in the sole opinion of the arbitrator, may be corrected for \$400 or less be arbitrated. Any announced condition regarding a component of a vehicle renders that entire component not eligible for arbitration (i.e. announcement that a transmission slips going into 4th gear means the entire transmission is completed or not arbitratable.)
  - Any guarantees announced by sellers representing vehicles which are and above those contained in c) these "Terms and Conditions" are strictly between Buyer and Seller. GSBAA shall not be bound by such announcements and Buyers and Sellers will be required to pay all buy and sales fees associated with such transactions whether said transaction is completed or not.
  - The following vehicles must be announced at time of sale:

Total rebuilds

- Reconditioned or Salvage Titles
- c) Frame Altered, Frame or Unibody Damage
- b) Flood Damaged Vehicles d) Broken, Replaced or Over limit Odometers
- f) Missing, Improperly Repaired or Deployed
- Air Bags
- g) Missing or non-functional catalytic converters h) Lemon Law Buybacks i) Gray Market vehicles
- Failure to make the appropriate announcements will subject the vehicle to arbitration.
- Arbitration: failure to request arbitration within the required times automatically converts the vehicle to "As-Is")

7)

a)

e)

- Arbitration must begin no later than 1 hour after the last vehicle is sold on the block as a) evidence by the sale time on the block ticket.
  - "Ride and Drive" vehicles purchased on an "If" or "With a Call" must be arbitrated b) within 1 hour after the last vehicle is sold as evidenced by the sale time on the block ticket. Failure to submit vehicle to arbitration within this time frame forfeits rights to arbitrate vehicle
  - In no event will conditions which, in the sole opinion of the arbitrator, may be corrected c) For \$400 or less be arbitrated.
  - d) Undisclosed Frame Damage is subject to arbitration no later than 2 days after crossing the block. Vehicles found with undisclosed frame damage must be electronically measured by a certified body shop and a written report submitted to the arbitrator. The expenses of such measurement shall be paid by the party who loses the arbitration.
  - Warning lights, including but not limited to "check engine", "ABS", "air bag" will not be arbitrated. e)
  - f) The decision of the arbitrator is final and binding on both buyer and seller.
- Miles Announced: (are announced on behalf of selling dealerships GSBAA is not responsible for odometer 8) Declarations)
  - Actual Miles miles not exceeding 99,999 a)
  - Over miles exceeding 99,999 b)
  - Exceeds Mechanical Limits mileage exceeds the mechanical limits of the odometer and are not guaranteed c)
  - d) Exempt - vehicle ten years old as of January 1st of the current year are exempt from an odometer statement and are exempt from mileage discrepancies in CarFax or Auto Check reports, however, broken odometers which do not register mileage must be announced as "True Miles Unknown".
  - TMU true mileage unknown no guarantee of mileage. e)

- f) GSBAA must be notified by buyer on vehicles purchases with unannounced broken odometers within 24 hours after vehicle was sold on the block. After 48 hours, vehicle is not returnable.
- "IF" deals (will call) Vehicles auctioned from the block which do not meet minimum reserved prices may, at the sole

Discretion of GSBAA be placed on "IF Deals"(will call). The following rules apply to "IF" Deals (will call): a) If the vehicle was sold with a "ride and Drive", Buyer shall have one hour after the sale time noted on the block

ticket to perform his inspection and/or test drive and submit the vehicle to arbitration, if desired. Failure to submit the vehicle to arbitration within this time frame forfeits Buyer's right to arbitration and the vehicle becomes "AS-IS".

b) GSBAA will make every effort to contact Sellers and Buyer on "IF Deals" (will call), resolve as many as possible, and notify the Buyer on the sale date. When this is not possible, the sale of the vehicle remains binding upon the Buyer until 12:00 noon on the day following the sale. After 12:00 noon, if Seller has not accepted Buyer's offer, Buyer shall have the option of completing the sale or canceling the offer.

- GSBAA will make every effort to contact Buyers whose offers are accepted on "IF Deals" (will call), however, it is the Buyer's sole responsibility to contact GSBAA to determine whether Buyer's offer was accepted.
- 10) GSBAA assumes no liability for those attending auction and all attending are urged to use caution at all times, especially while vehicles are being moved. Additionally, GSBAA is not liable for any damage caused to vehicles by theft, fire, conversion, collision, vandalism, and/or all acts of God. Persons test driving vehicles agree to accept full responsibility for all liability resulting from such action, including but not limited to damage to the driven vehicle, to other persons and property, and
- agree to indemnify and hold GSBAA harmless form any and all claims resulting there from.
  Vehicles left on GSBAA property are at the sole risk and liability of the seller, prior to sale across the block, and thereafter of the buyer if the vehicle is sold, or of the seller if the vehicle did not sell. Vehicles should be removed within 24 hours after the sale. Vehicles remaining more than 3 days after the conclusion of the sale which are not entered in the next sale are subject to towing and storage fees.
- 12) Sellers are allowed 21 working days after sale to produce a valid title. After 21 working days, excluding the day the vehicle was sold and any banking holidays, buying dealer may contact the auction in writing of its intent to return the vehicle if title is not produced. Auction shall have 7 working days after receipt of such notice to produce title or buyer will be allowed to return vehicle and cancel sale. Seller shall be liable for sales and buy fees on such transactions. When sellers announce "Possible Slow Title" prior to the car being sold, the 21 working day period shall be increased to 45 working days. Sellers shall be responsible for transportation costs both ways on vehicles returned due to inability to produce a title. Buyers are cautioned not to sell or incur expenses on any vehicle purchased prior to receipt of title as GSBAA will not incur any liability to reimburse buying dealer.
- 13) Buyer agrees to pay for all vehicles purchased at time of sale in cash or by draft or check if approved by GSBAA for payment by draft or check. Only company checks imprinted with the name of the dealership will be accepted. Personal checks are not accepted. In the event a check or draft is returned unpaid for any reason other than title correction, GSBAA will assess a returned item fee in the amount of \$200 per return. Method of payment is subject to approval solely by GSBAA.
  - a) Dealers may, upon express approval of GSBAA, leave a separate check for each vehicle purchased which will be held until title for said vehicle comes in. Upon receipt of vehicle title by GSBAA, the check for that vehicle will be deposited.
  - b) Dealers may, by special permission, be allowed to deliver a check the next day subject to the following conditions:
    - i) Dealer must have drafting arrangements set up and approved by GSBAA
      - ii) Dealers who fail to leave a check at the time of sale and who fail to deliver a check within 24 hours of receipt of title by GSBAA will be assessed a late check fee of \$100 per title.
      - iii) Titles not paid by the second business day of receipt by GSBAA will be paid by bank draft with appropriate draft and late fees added to the cost of the vehicle.
  - c) Acceptance of dealer checks and drafts by GSBAA is a privilege. Repeated instances of returned checks and/or drafts will result in suspension of check and/or draft privileges and require payment in cash.
- 14) All sales are recorded on audiotape and/or videotape and reviewed in the event of a dispute. The auctioneer's decision will be final in a dispute. Upon removal of a vehicle from the sale or when 24 hours have elapsed from the time of sale as evidence by the block ticket, no recourse is available.
- 15) The minimum advance bidding increment is \$25 up to \$1,000 ask price and \$50 minimum advance thereafter.
- 16) GSBAA must be notified in writing, in advance, of Buyer's intent to return vehicle being returned for any reason. Buyer shall be required to obtain GSBAA's approval of such return, in writing, prior to returning any vehicle. If GSBAA approves a return, Buyer will be solely responsible for all costs and fees associated with the vehicle and its return unless otherwise notified and approved by GSBAA in writing.
- 17) All checks and drafts shall be honored without protest. If any check or draft is returned unpaid for any reason whatsoever, other than title correction, a returned item fee of \$200 will be charged.
- 18) GSBAA publishes, from time to time, additional Rules and Policies governing the operation of its automobile auction. Such Rules and Policies are also subject to change without notice. Acceptance of these terms and conditions also constitutes acceptance of those rules. GSBAA may amend these terms and conditions at any time without notice. Continuing to buy or sell at GSBAA shall constitute acceptance of such changed terms and conditions whether or not a new written copy is signed.

I agree to these terms and conditions

Date

9)