



Georgia Auto/RV Auction
101 Old Dairy Rd
Ailey, Ga 30410

<https://gautorvauction.com/>

(912) 805-2236

DEALER APPLICATION

DEALERSHIP NAME _____ CONTACT _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

MAILING ADDRESS _____

OFFICE # _____ FAX# _____ CELL _____

E-MAIL ADDRESS _____

STATE LICENSE # _____ EXP DATE _____

SALES TAX # _____

12 DIGIT MASTER TAG # _____ EXP DATE _____

FEDERAL ID# _____ OR SOCIAL SECURITY # _____ - _____ - _____

DATE FIRM WAS ORGANIZED _____

INCORPORATED

PARTNERSHIP

SOLE OWNERSHIP

TYPE OF DEALER:

NEW

USED

WHOLESALE

PARTS

I WISH TO PAY:

DRAFT

CHECK

CASH

CREDIT CARD

Agreement

This agreement (herein after referred to as the "Agreement") is made and entered into on the _____ day of _____, _____, between **Georgia Auto/ RV Auction LLC**, and

Whose address for mailing is _____

Sole proprietorship/ corporation of the state of Georgia (Herein after referred to as "Dealer")

And **Georgia Auto/RV Auction LLC**, a corporation organized under the laws and regulations of state of Georgia or _____.

In consideration for good and valuable consideration, the Dealer hereby represents, covenants, warrants and agrees to **Georgia Auto/RV Auction LLC**, 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 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 principle place of business or its chief executive officer without having given **Georgia Auto/RV Auction LLC**, 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 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 **Georgia Auto/RV Auction LLC**; 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 **Georgia Auto/RV Auction LLC**, then **Georgia Auto/RV Auction LLC** 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 (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 **Georgia Auto/RV Auction LLC** 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.*



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Dealer further agrees that any action it may bring against **Georgia Auto/ RV Auction LLC** for possession or non delivery shall be limited to the amount of purchase price of the vehicle, if accepted, less auction cost and liquidated amount of one hundred dollars. Dealer further agrees that any action it may bring against **Georgia Auto/ RV Auction LLC** breach of warranty shall be liquidated amount of one hundred dollars. In any action brought against Dealer, Dealer specifically waives any claim for consequential damages.

The dealer submits the jurisdiction of Montgomery County, Georgia as to any action or proceeding arising out of or related to any legal or equitable claim which **Georgia Auto/ RV Auction LLC** may have against the dealer, including but not limited to the purchase or payment of automobiles from **Georgia Auto/ RV Auction LLC** and agrees not to bring action or proceeding arising out of or relating to any legal or equitable claim which **Georgia Auto/ RV Auction LLC** may have against the Dealer, including but limited to the purchase or payment of automobiles from **Georgia Auto/ RV Auction LLC** 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 **Georgia Auto/ RV Auction LLC**, **Georgia Auto/ RV Auction LLC** shall be entitled to attorney's fees of no less than (15%) of the principle and interest due and owing expenses in exercising any of the rights, remedies, powers or privileges provided hereunder.

Georgia Auto/ RV Auction LLC follows all National Auto Auction Association policies. In the event of a dispute, **Georgia Auto/ RV Auction LLC** will make a decision and it will be final and absolute.

Consent to receive texts/emails from **Georgia Auto/ RV Auction LLC** and understand that no consent to texting or calling is required for a purchase of product or service. Carrier messages and data rates may apply.

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

Owners Signature _____ Date _____

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 **GEORGIA AUTO/RV AUCTION LLC**, THE APPLICANT AGREES TO ABIDE BY ALL AUCTION POLICIES AND PROCEDURES SPECIFICALLY THOSE CONCERNING TAMPERING, SALVAGE, AND REBUILT VEHICLES.

INITIALS _____

PRINTED NAME OF OWNER _____



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SIGNATURE OF OWNER _____

AUTHORIZED REPRESENTATIVE

DATE _____

COMPANY NAME _____

DEAR DEALER,

IN ORDER FOR US TO PROVIDE ADDITIONAL SECURITY AGAINST UNAUTHORIZED ENTRANTS TO

GEORGIA AUTO/RV AUCTION LLC, 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 ACTIONS AT **GEORGIA AUTO/RV AUCTION LLC** BY ALLOWING THEM TO USE YOUR LICENSE.

AUTHORIZED REPRESENTATIVE Please print full name	DRIVERS LICENSE #	CONTACT PHONE #	SIGNATURE
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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.**

TITLE DELIVERY AND VEHICLE PICK UP

DATE _____

COMPANY NAME _____

I, _____ UNDERSTAND AND AGREE THAT I WILL NOT SPEND ANY MONEY ON PURCHASED VEHICLES FROM **GEORGIA AUTO/RV AUCTION LLC**, BEFORE RECEIVING PROPER DOCUMENTS.

I ALSO UNDESTAND AND AGREE THAT ANY MONEY SPENT WILL BE FORFEITED IN THE EVENT PROPER DOCUMENTS CANNOT BE DELIVERED AND VEHICLE MUST BE RETURNED TO **GEORGIA AUTO/RV AUCTION LLC**. THE SELLER HAS (30) DAYS TO PRODUCE THE AUCTION THE TITLE. IF THE TITLE IS NOT PRODUCED WITHIN (30) DAYS THE BUYER CAN TURN IN A 24 HOUR NOTICE TO THE AUCTION. THE AUCTION WILL GIVE THE SELLER 24 HOURS TO PRODUCE THE TITLE. IF THE TITLE IS NOT PRODUCED WITHIN THE 24 HOURS THE BUYER WILL BE REFUNDED THE AMOUNT PAID TO THE AUCTION. **THE VEHICLE MUST BEAT THE TITLE AND REMAIN IN THE SAME CONDITION AS TIME OF PURCHASE. MILEAGE EXCEEDING 500 MILES WILL BE DEEMED EXCESSIVE AND CHARGED AT A RATE OF \$0.35 PER MILE.** VEHICLES MUST BE PICKED UP WITHIN 30 CALENDAR DAYS OF DROP OFF/PURCHASE. IF THE VEHICLE IS NOT PICKED UP WITHIN 30 DAYS A STORAGE FEE WILL BE CHARGED TO THE VEHICLE IN THE AMOUNT OF \$25 PER CALENDAR DAY.

I _____ **AGREE WITH THE AUCTIONS VEHICLE PICK UP POLICY.**

PRINT NAME OF OWNER _____

SIGNATURE OF OWNER _____



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BANK VERIFICATION

Dealer- Please complete the top portion of this form and sign(*) and forward to your bank.

Dear Credit Department Officials:

I hereby authorize you to release information on my account with your bank to **Georgia Auto/RV Auction LLC**. This information will be requested from time to time so they may better serve my need to buy and sell vehicles through their auction.

The original of this request will be retained by them and you may release this information for their confidential use, as requested until I notify you to the contrary.

Thank you for your courtesy and assistance regarding the request.

_____ Bank name	_____ Dealership
_____ Bank Address	_____ Principle on Account
_____ City, State, Zip	_____ Account #
_____ Bank Phone #	_____ Bank Fax #

Release of Confidential information Authorized by

Account Officer

Your bank has been designated by the automotive dealer above as his principle banking reference in order to honor the dealers request to grant him check or draft privileges. We need to establish the dealer's financial responsibility. We would greatly appreciate your assistance in providing us with your evaluation of the account listed above. This information will be held strictly confidential.

Type of account: Checking Savings Other (Explain) _____

Does customer issue Insufficient checks? YES NO

Is there a Floor Plan? YES NO

Date Account Opened _____

Experience: Satisfactory Unsatisfactory

Will you honor Auto Draft for this Account? YES NO

Average Balance: Low (3 figures) Medium (4 figures) High (5 figures)

Is there a credit line? YES NO

Signature Of Account Officer

Date

Bank Stamp

TITLE CLERK AUTHORIZATION

STATE OF _____

COUNTY OF _____

I, _____, (Consignor) do hereby duly authorize **Georgia Auto/RV Auction LLC** 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 **Georgia Auto/RV Auction LLC** for sale including without limitation any title, title transfer documents, reassignment or odometer disclosure statements as required by federal or state law. In consideration the **Georgia Auto/RV Auction LLC** agreement to execute such documents on consignor's behalf from time to time, Consignor shall indemnify, defend and hold harmless **Georgia Auto/RV Auction LLC**, 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 **Georgia Auto/RV Auction LLC** 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 **Georgia Auto/RV Auction LLC** from any loss resulting from any gross negligence or to indemnify **Georgia Auto/RV Auction LLC** 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.



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Printed Name of Consignor

Signature of Consignor

Date

Printed Name of Employee

Signature of Employee

Date