

ACCT. # _____

CASH _____

EVANSVILLE AUTO AUCTION

CHECK _____

320 Water Street • P.O. Box 211 • Evansville, Wisconsin 53536

1-608-882-6755 • Fax 1-608-882-6756

(Hereinafter Referred to as Auction)

Date: _____

Name of Dealer _____ Telephone _____

Address _____ City _____ State _____ Zip _____

Fax Number _____

BUSINESS INFORMATION

Is the Dealer an Individual _____ Partnership _____ Corporation _____

List of owners and officers

Name _____ Title _____ Social Security # _____

Home Address: Street _____ City _____ State _____ Zip _____

Drivers License # _____ Cell Phone # _____

Home Telephone # _____ Own or Rent _____

Name _____ Title _____ Social Security # _____

Home Address: Street _____ City _____ State _____ Zip _____

Drivers License # _____ Cell Phone # _____

Home Telephone # _____ Own or Rent _____

Name _____ Title _____ Social Security # _____

Home Address: Street _____ City _____ State _____ Zip _____

Drivers License # _____ Cell Phone # _____

Home Telephone # _____ Own or Rent _____

When was Dealer organized _____ Dealers License No. _____

Do you expect to Buy _____ Sell _____ Do you own Dealership Property? _____

If you expect to buy, Will you use - Cash _____ Checks _____

Type of Dealer - Franchised Used Wholesale Retail If Franchised Make of Car Sold _____

Auction is authorized to investigate the credit history of Dealer and any of Dealer's Owners and Officers through banks, financial institutions, credit reporting agencies and other sources. Yes No

CREDIT INFORMATION

Bank _____ Address _____

Phone # _____ Fax # _____

Name of Official _____ Account # _____ Credit or FP Limit \$ _____

How Long Doing Business _____

Finance Company _____ Address _____

Name of Official _____ Credit or Floor Plan Limit \$ _____

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 Company _____

Address _____ Address _____

(OVER)

REFERENCES

Other Auction You Attend _____ How Long Registered _____
 Other Auction You Attend _____ How Long Registered _____
 Dealer or other Business Reference _____ How Long Acquainted _____

AUTHORIZED REPRESENTATIVES

The following person or persons are duly authorized to buy and 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 person.

Representative _____ **Sample Signature** _____
 Social Security # _____ **Drivers Lic. #** _____
Authorized to sell cars Yes No **Home #** _____
Authorized to sign checks Yes No **Cell #** _____
Authorized to buy cars Yes No **Officer or Owner's Signature** _____ **Date** _____

Representative _____ **Sample Signature** _____
 Social Security # _____ **Drivers Lic. #** _____
 Authorized to sell cars Yes No **Home #** _____
 Authorized to sign checks Yes No **Cell #** _____
 Authorized to buy cars Yes No **Officer or Owner's Signature** _____ **Date** _____

Representative _____ **Sample Signature** _____
 Social Security # _____ **Drivers Lic. #** _____
 Authorized to sell cars Yes No **Home #** _____
 Authorized to sign checks Yes No **Cell #** _____
 Authorized to buy cars Yes No **Officer or Owner's Signature** _____ **Date** _____

QUARANTY

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 Dealer's representatives, together with any loss or expenses 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 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 enure to the benefit of Auction, its successors, assigns, and subrogees.

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

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seal this _____

day of _____, 20_____

sign

 WITNESS

 WITNESS

 WITNESS

Evansville Auto Auction

320 Water Street
P.O. Box 211
Evansville, Wisconsin 53536-0211
1-608-882-6755

Date:

To Whom It May Concern:

I hereby request that you give to the **EVANSVILLE AUTO AUCTION** information regarding my accounts and relationship with your bank.

DEPOSIT ACCOUNT RELATIONSHIP

Checking:
_____ Yes

Opened in _____

Closed in _____

Average Balances:
_____ figures

Corporate Savings:
_____ Yes

Experience:
_____ Satisfactory

LOAN RELATIONSHIP

_____ Yes
_____ No

Current Outstandings

_____ Yes
_____ No

Aggregate Balanced Owed:
_____ figures

_____ Secured
_____ Unsecured
_____ Guaranteed

_____ Unsatisfactory

Thank you for your cooperation.

Sincerely yours,

Firm Name: _____

By: _____ Title: _____

Bank: _____

Bank Account # _____

Verified by: _____

All information shall be held in strictest confidence.

EVANSVILLE AUTO AUCTION

GENERAL AUCTION POLICIES

1. All dealers MUST register in the office to buy or sell. All transactions MUST clear through the office. All sales pay a fee.
2. As of November 1, 2004, all buyers must have a Wisconsin Buyer's License.
3. The buyer is responsible for verifying serial number and mileage reading on ALL units purchased before leaving the sale. No vehicle will be offered for sale without a serial plate or proper verification.
4. Odometer Mileage: The auction assumes **ABSOLUTELY NO** responsibility for odometer nor the validity of the mileage statement provided by the seller to the buyer. Sellers MUST announce from the block, the following:
 - a. If the odometer is not working properly.
 - b. If he/she has any knowledge that the mileage on the vehicle is different than on the odometer.
5. BUYERS-BLUE LIGHT ABOVE THE AUCTIONEER MEANS THERE IS AN ANNOUNCEMENT ON THE VEHICLE! If you miss an announcement, ask a ring man or the auctioneer. **ANNOUNCED CONDITIONS ARE NOT ARBITRABLE!**
6. Title Attached "TA" sales must be announced. Sellers MUST produce title to auction within FOURTEEN (14) days. **Buyers are cautioned NOT to sell or spend any money on "TA" cars.** AUCTION WILL NOT BE RESPONSIBLE FOR ANY ADDITIONAL COSTS (BEYOND PURCHASE PRICE) THE BUYER MAY INCUR ON TITLE ATTACHED SALES.
7. **"IF" sales buyer MUST buy the car if the bid is acceptable to the consigner unless the car does not meet the guarantee. (ONE WAY IF).**
8. All flood cars, excessively mended or bent frames, taxis, & commercial cars, rebuilds, salvage vehicles or any title legends MUST BE ANNOUNCED at the time of sale. ALL IF'S MUST BE CHECKED THE NIGHT OF THE SALE. **NO NEXT DAY REJECTS!**
9. SELLER must announce any vehicle with frame damage or history, whether the damage has been repaired or not. Buyer may reject or arbitrate a frame damage vehicle if he reports it to the auction within four working days following the sale. When a buyer reports a frame damaged vehicle to the auction, we will stop payment to the seller and treat the sale as a TITLE ATTACHED transaction until the dispute is resolved. **If vehicle is 750.00 or less, no arbitration** for frame damage or repair.
10. SELLER must announce any engine transplants or modifications which do not meet original equipment specifications for the vehicle. DIESEL TRANSPLANTS must be announced.
11. SELLER must announce any vehicle with a non-factory VIN.
12. All titles submitted by sellers MUST be in seller's company name. All units purchased and/or sold on premises MUST be paid through the auction the day of the sale, include TA's or charges will be added.
13. Auction DOES NOT guarantee years of Trailers, Boats, Outboard Motors, Motorcycles, Antique Cars, or R.V.'s. These units are sold "AS-IS".
14. Auction assumes NO responsibility for spare tires, warranty books or mileage, on mileage statements for cars or trucks sold at the auction. We are only a selling agent; not the buyer or seller of cars. It is the responsibility of the buyer to get a mileage statement and the seller to provide a mileage statement.
15. BUYER is responsible for body damage to a vehicle while he/she is test driving it.
16. Seller MUST announce missing catalytic converters or gas tank filler necks (Punched Out), the buyer MUST check these items BEFORE leaving the auction on sale date.
17. Evansville Auto Auction will not be responsible for theft, or damage to, or missing parts of any car left at E.A.A.
18. Evansville Auto Auction is a DEALER ONLY auction. NO RETAIL BUYERS ARE ALLOWED ON THE PREMISES! Anyone who is not a dealer or dealer employee will be asked to leave.

Auction/Dealer Guarantee Policies

1. Auction guarantee is: A vehicle sold for \$2005 or more, miles under 100,000 miles, and over \$600 in required repairs (per problem, not combined), if under \$600 in required repairs, it cannot be rejected or arbitrated.
2. Vehicles sold for \$2005 or less are sold "AS-IS" with NO GUARANTEE. Vehicles with over 100,000 miles or unknown miles are sold "AS-IS" - **means no arbitration, No guarantee.**
3. SELLER may put a Dealer Guarantee on any vehicle not otherwise covered. However, should such vehicle subsequently be arbitrated & rejected, rejected cars will be treated as no sales. **DO NOT GUARANTEE CARS WITH PROBLEMS.**
4. Guaranteed: transmission, rear ends, & engines (except valves, lifters).
5. EXCESSIVELY mended or bent frames and cracked blocks MUST be reported to auction within four (4) days.
6. NOT GUARANTEED BY AUCTION:
 - a. Bad lifters, bad valves, back lash or bad U-joints,
 - b. Brakes & front suspension, wheel bearings, C.V. joints, boots.
 - c. Chrysler rear end noise.
 - d. Factory warranties.
 - e. Minor frame damage.
 - f. Clutches.
 - g. Air conditioning, glass.
 - h. Rusty shock towers.
7. Complaints must be placed with Arbitrator (Reject Man) within 3/4 hour of purchase or paid for within the 3/4 hour limit. Cars must be paid for the day of the sale. **All "IF" vehicles must be checked night of sale.**
8. Auction arbitrator has the FINAL word on ANY & ALL arbitrations.
9. After any accepted adjustment, the unit automatically becomes an "AS-IS" deal with no further arbitration.

This auction will do everything in its power to keep your car sold. But under no circumstances are we obligated to buy your car.
RETURNED CHECK FEE IS \$100.00 (MUST BE TAKEN CARE OF IMMEDIATELY OR FEES WILL BE CHARGED)
ANY VEHICLE NOT PAID FOR AT TIME OF PURCHASE WILL BE CHARGED \$25.00 PER DAY PER VEHICLE