

Dealer Name \_\_\_\_\_

**POWER OF ATTORNEY**

I hereby appoint Premier Evansville Auto Auction as my agent in fact, to sign my name to the Certificate of Title in Registration and release my interest in any transaction related to buying and/or selling of any vehicle registered with Premier Evansville Auto Auction.

Representative Signature \_\_\_\_\_

Owner/Officer Signature \_\_\_\_\_

**PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION TO COMPLETE YOUR APPLICATION**



- CURRENT Copy of Dealers License**
- Copy of Current Drivers License for Owners and Representatives**

**GUARANTY**

In consideration of Premier Evansville Auto Auction allowing Dealer to buy and sell motor vehicles through Premier Evansville Auto Auction, the undersigned, whether one or more, personally covenant, guarantee and warrant that the title to each vehicle sold by Dealer through Premier Evansville Auto Auction will be good and will be free and clear of all items and encumbrances, whatsoever. The undersigned unconditionally agrees to reimburse Premier Evansville Auto Auction for any loss, damage, expense or costs, including attorney's fee, incurred by Premier Evansville Auto 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 Premier Evansville Auto Auction, including any checks issued by Dealer or any Dealer's representatives, together with any loss or expense incurred by Premier Evansville Auto Auction in collecting or attempting to collect such debts, including attorney fees. The undersigned acknowledged that Premier Evansville Auto 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 guarantee and the undersigned hereby waives notice of acceptance of the guaranty and presentment, demand, protest, and any notice of non-payment or dishonor. The undersigned shall be liable as principle 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 insure to the benefit of Premier Evansville Auto Auction, its successors, assigns and subrogates.

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 \_\_\_\_\_, \_\_\_\_\_.

Dealer/Representative: \_\_\_\_\_

Owner/Officer Signature \_\_\_\_\_