



REGISTRATION APPLICATION CHECKLIST

This registration is a binding contract between NU Central Mass Auto Auction, LLC and the Dealer. From here on in NU Central Mass Auto Auction, LLC shall be referred to as “the auction”, “CMAA” or “Central Mass Auto Auction”. CMAA and Central Mass Auto Auction are registered trade marks of NU Central Mass Auto Auction, LLC.

This registration application is to be signed by an **Officer/Owner** of the **Corporation/Company**. The form **cannot** be signed by an employee or buyer for the company, except where signatures of such employee are required. Please make the necessary copies for each representative and complete them along with the signature of the **Owner**.

Make sure you have filled out all requested information, and that all necessary signatures have been applied in the appropriate areas. A Guaranty form (one enclosed) must be signed by each and every person listed on the application.

In addition to the completed application, you must include the following items:

1. A copy of your current Dealer’s License
2. A copy of your State Sales Tax Certificate
3. A copy of your Plate Registration
4. A copy of your current Business Check (checks must show your business name). Personal checks are not accepted.
5. Copies of each Owner and/or Representatives’ driver license

****Any missing or incomplete information will result in a delay or rejection of the application****

All newly registered dealers are welcome to pay for their purchases by certified funds or cash. For dealers choosing to pay by check, titles will be held by CMAA until such time that the application for credit approval has been received (normally 1-2 weeks). CMAA reserves the authority to deny rights of purchase or selling to newly registered dealers based on credit application and/or at its sole discretion.

It is the responsibility of the dealer to provide information on the status of said dealership as changes occur. A copy of the current license as issued by the town or state agencies is required on a **YEARLY** basis. Failure to provide the auction with updated licensing information, and/or changes in dealer information (i.e., address, phone number, transfer of ownership, etc.) will result in suspension or cancellation of the registration with CMAA.

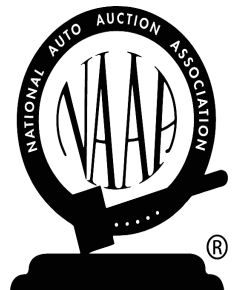
Please fax your application to 508-987-6430. If you have any questions, please contact DEALER REGISTRATION at (508) 987-8396.

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01540
987-6430

12 Industrial Park East
Post Office Box 346
Oxford, Massachusetts
(508) 987-8396 • Fax (508)

www.cmaainc.com



DEALER INFORMATION

Business Name _____ Trade Name _____

Location Address _____ City _____ State _____ Zip _____

Mailing Address _____ City _____ State _____ Zip _____

Telephone # _____ Fax # _____ E-Mail Address _____

Dealer Type: _____ Used _____ New _____ Wholesale _____ Franchises _____

Business Type: _____ Sole Proprietorship _____ Corporation: _____ LLC _____ LLP
State of Corporation _____

Federal Tax ID# (or Employer ID #) _____

State Sales Tax ID# _____ Date Established _____

Dealer Plate # _____ Plate Expiration Month _____

Please indicate if you expect to: _____ Floorplan _____ Buy _____ Sell _____ Both

Will you use: _____ Cash _____ Checks* _____ Drafts*

*Subject to auction management approval

Credit Information:

Bank Name _____ Bank Address _____

Primary Account # _____ Primary Signer on Account _____

Finance or Floor Plan Co. _____ Phone Number _____

Finance or Floor Plan Account _____

Trade References:

Membership in Other Auctions: _____

Business Reference: _____
(Include contact name and telephone number)

AUTHORIZED OWNERS/ OFFICERS

The following are authorized to buy, sell, and execute checks, drafts, bills of sale, odometer/mileage statements, assignment of titles and warranties on behalf of the Dealer. The authority granted by the Dealer shall remain in full force and effect until suspended by CMAA for any reason or until terminated by the dealer, in writing, on a form prescribed by CMAA. The Dealer does hereby guarantee all transactions made by such persons and does indemnify and hold harmless CMAA, from any and all loss as a result of any action by the authorized representatives including to actual damages and any expenses incurred in attempting to collect such loss such as attorney's fees and costs of collection.

Owner(s):

1.) Name: _____ % Ownership _____

Home Address _____

Date of Birth _____ Social Security # _____ Drivers License# _____

Home # _____ Cell # _____ email _____

Owner's Signature _____ Date _____

2.) Name: _____ % Ownership _____

Home Address _____

Date of Birth _____ Social Security # _____ Drivers License# _____

Home # _____ Cell # _____ email _____

Owner's Signature _____ Date _____

3.) Name: _____ % Ownership _____

Home Address _____

Date of Birth _____ Social Security # _____ Drivers License# _____

Home # _____ Cell # _____ email _____

Owner's Signature _____ Date _____

1. Please provide a photocopy for each representative(s) listed above.
2. Please have the owner/officer initial in the space provided for each representative listed.

AUTHORIZED REPRESENTATIVES

The following are authorized to buy, sell, and execute checks, drafts, bills of sale, odometer/mileage statements, assignment of titles and warranties on behalf of the Dealer. The authority granted by the Dealer shall remain in full force and effect until suspended by CMAA for any reason or until terminated by the dealer, in writing, on a form prescribed by CMAA. The Dealer does hereby guarantee all transactions made by such persons and does indemnify and hold harmless CMAA, from any and all loss as a result of any action by the authorized representatives including to actual damages and any expenses incurred in attempting to collect such loss such as attorney's fees and costs of collection.

1.) Representative _____ | BUY | SELL
Home Address _____
Date of Birth _____ Social Security # _____ Drivers License# _____
Home # _____ Cell # _____ email _____
Owner's Signature _____ Date _____

2.) Representative _____ | BUY | SELL
Home Address _____
Date of Birth _____ Social Security # _____ Drivers License# _____
Home # _____ Cell # _____ email _____
Owner's Signature _____ Date _____

3.) Representative _____ | BUY | SELL
Home Address _____
Date of Birth _____ Social Security # _____ Drivers License# _____
Home # _____ Cell # _____ email _____
Owner's Signature _____ Date _____

- 3. Please provide a photocopy for each representative(s) listed above.
- 4. Please have the owner/officer initial in the space provided for each representative listed.

GUARANTY

Guaranty of Title

In consideration of NU Central Mass Auto Auction, LLC. (hereinafter CMAA) allowing Dealer to buy and sell motor vehicles through CMAA, the undersigned – whether one or more – personally covenant, guarantee, and warrant that the title to each vehicle sold by Dealer through CMAA. will be good and free of all liens and encumbrances whatsoever. The undersigned unconditionally agrees to reimburse CMAA for any loss, damage, expenses, or costs, including attorney’s fees incurred by CMAA as a result of breach of the foregoing warranty of title as to any such motor vehicle.

Guaranty of Odometer Statement

The undersigned further guarantees the Odometer Mileage Statements given by or in behalf of the Dealer in all sales of motor vehicles by Dealer through CMAA and agrees to reimburse, indemnify, and hold harmless CMAA from all losses and expenses caused Dealer by any Odometer Mileage Statement which proves to be false or inaccurate, including payment made by CMAA under any Odometer Statement Guaranty issued by dealer in connection with any such sale, as well as any expense or costs incurred by CMAA in collection or attempting to collect such losses, including attorney’s fees.

Guaranty of Payment

The undersigned further guarantees full payment of any debts of Dealer to CMAA including any checks issued by Dealer or any of Dealer’s representatives, together with any loss or expense incurred by CMAA in collecting or attempting to collect such debts, including attorney’s fees and cost of collection.

Acknowledgement of Rights of NU Central Mass Auto Auction, LLC. and Receipt of “Rules and Regulations”

The undersigned acknowledges that CMAA 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 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 or Dealer shall not affect the enforceability of this agreement. The undersigned acknowledges receipt of “CMAA Rules and Regulations” and agrees to abide by all rules, regulations and practices of CMAA and to reimburse CMAA for any loss due to failure to abide by these rules, regulations, or practices. The undersigned agrees to sign all necessary paperwork on block immediately following acceptance of bid. Failure to do so may result in the revocation of Dealer’s membership, and assessment of cost and damages. Dealer acknowledges his responsibility under this agreement for anyone signing on his behalf, or as his representative. The undersigned acknowledges the right of CMAA to correct clerical errors that may occur, and hereby indemnifies and holds harmless CMAA from any cost, expense, or loss caused by such errors. This instrument shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall ensure to the benefit of CMAA its successors, assigns, and subrogees. Where there is more than one signatory to this agreement, each signatory shall be jointly and severally liable under this agreement.

Representative:

Name _____ Signature _____

Circle One: Owner Representative

Dealership _____ CMAA Dealer # _____

SIGNATURE OF OWNER _____ Date _____

(**A copy of this Guaranty must be signed by each owner, officer, and representative listed on this application.)

POWER OF ATTORNEY

STATE OF _____

COUNTY OF _____

Dealer/Consigner _____ does hereby duly authorize NU Central Mass Auto Auction, LLC. (hereafter known as CMAA) and/or its employees to act as our Attorney in fact to sign all papers and documents that may be necessary pertaining to the sale and subsequent transfer of the vehicles owned by Dealer consigned to CMAA for sale, including and without limitation, any title transfer documents, reassignments, or odometer disclosure statements as required by federal or state law.

In consideration of CMAA's agreement to execute such documents on Dealers behalf, the Dealer shall indemnify, defend, and hold harmless CMAA, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from and against any and all loss, damages, liability, claims, causes of action, and expenses of whatever kind and nature, arising from the execution of transfer of ownership of any Dealer consigned vehicle by CMAA, or its employees or agents of any Certification of Title, Odometer Statement, Bill of Sale, or other document necessary to transfer ownership of a consigned vehicle.

Consignor further agrees to guarantee and save the authorities of any state requested to process such transfer of title from all responsibility with respect to this Title Clerk Authorization.

Printed Name of Dealer/Consignor

Signature of Owner/Officer

Printed Name and Title of Person Signing

On this ____ day of _____ 20__, before me, the undersigned notary public, personally appeared _____ and proved to me through satisfactory evidence of indemnification which was, |photographic identification with signature issued by a federal or state governmental agency, |oath or affirmation of a credible witness, |personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, ad acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: