

Nu Central Mass Auto Auction, LLC
12 Industrial Park East Oxford, MA 01540
Tel: 508-987-8396 Fax : 508-987-6430
www.CMAAinc.com email: info@cmaainc.com

**AUCTIONS EVERY
TUESDAY AT 6PM
THURSDAY AT 10AM**

DEALER INFORMATION SHEET:

Name of Dealership: _____
Location Address: _____
Mailing Address: _____
How Long at this Address: _____ Year (s)
Tel: () _____ - _____
Fax() _____ - _____
Website: _____

Circle all that apply:
Type of License: New/Used
 Wholesale/Export
Type of Business: Sole Ownership
 Partnership/LLC
 Corporation

Federal ID#: _____
State Sales Tax or Resale# _____
Date Established: _____
Dealer Plate # _____ Exp Date _____

OWNER # 1 INFORMATION

Owner's Name #1: _____
Home Address: _____
Home Phone#: () _____ - _____
Cell Phone #: () _____ - _____
Drivers Lic# & State: _____
D.O.B _____ SSN#: _____
Email: _____

OWNER # 2 INFORMATION

Owner's Name #1: _____
Home Address: _____
Home Phone#: () _____ - _____
Cell Phone #: () _____ - _____
Drivers Lic# & State: _____
D.O.B _____ SSN#: _____
Email: _____

CREDIT INFORMATION

Business Checking at: _____
Acct# _____
Bank Address: _____
Phone: () _____ - _____
Floor Plan Co: _____
Floor Plan Account # _____

TRADE REFERENCES

Please list 2 auctions your company is registered with
Name: _____
Address: _____
Phone: () _____ - _____
Name: _____
Address: _____
Phone: () _____ - _____

DEALER'S AUTHORIZED AGENTS (Add a Rep)

_____ (Dealer) wishes to register the following persons (including Owners) as its 'Authorized Agents' to buy and sell automobiles, to execute checks or drafts, and to execute bills or agrees that the authority of such person to act on behalf of Dealer shall continue in full force and effect until termination by Dealer in writing to Nu Central Mass Auto Auction, LLC(Auction). Dealer hereby guarantees transactions made by each such person agrees to indemnify and hold harmless the Auction from all loss or expense caused it as a result of any such transaction including but not limited to losses from dishonored drafts, defective titles, and false or inaccurate Odometer Mileage Statements as well as expense incurred in attempting to collect such losses, including attorney fees.

**LIST ALL AUTHORIZED AGENTS INCLUDING THE OWNER (S): make additional copies if needed
YOU MUST ALSO SIGN A GUARANTY FOR EACH AUTHORIZED REPRESENTATIVE**

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____

D.O.B. _____ SSN# of Agent: _____

Agents Signature: _____

Dealer's Signature: _____

PLEASE FAX COPY OF
AUTHORIZED AGENT'S
VALID DRIVER'S
LICENSE TO BE
TAPED HERE

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____

D.O.B. _____ SSN# of Agent: _____

Agents Signature: _____

Dealer's Signature: _____

PLEASE FAX COPY OF
AUTHORIZED AGENT'S
VALID DRIVER'S
LICENSE TO BE
TAPED HERE

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____

D.O.B. _____ SSN# of Agent: _____

Agents Signature: _____

Dealer's Signature: _____

PLEASE FAX COPY OF
AUTHORIZED AGENT'S
VALID DRIVER'S
LICENSE TO BE
TAPED HERE

DEALER REGISTRATION AGREEMENT

This Dealer Registration Agreement, dated as of _____, is made and entered into by and between _____ (Dealer) and Nu Central Mass Auto Auction, LLC(Auction). In consideration of the following recitals, representation, guarantees, covenants, and agreements contained herein, Dealer and Auction Agree as follows:

Dealer represents that it is a licensed vehicle dealer engaged in the business of buying and selling vehicles. Dealer has provided to Auction a completed Dealer Information Sheet as required by Auction, and Dealer represents that all information provided thereon is true and correct.

Dealer Recognizes and acknowledges that Auction is not to be deemed to be the seller of any vehicle for any purpose nor is it the transferor required to give the Federal Odometer Mileage Statement in connection with any sale at this Auction within the contemplation of the Motor Vehicle Information and Cost Savings Act of 1972 (Pub.L.92-513), as amended, or similar laws. The Seller named on the Bill of Sale is the transferor within the contemplation of such laws.

All sales at the Auction are conducted under published Auction Rules/Policies. Dealer acknowledges receipt of a copy of the Auction Rules/Policies and Dealer agrees to be bound by such Auction Rules/Policies, as amended from time to time.

“Authorized Agents” are duly authorized by Dealer to buy and sell automobiles, to execute checks or drafts, and to execute bills of sale, Odometer Mileage Statements, assignments of title, and warranties of title on behalf of Dealer. The authority of such persons to act on behalf of Dealer shall continue in full force and effect until termination by Dealer in writing to the Auction. Dealer does hereby guarantee all transactions including but not limited to losses from dishonored checks or drafts, defective titles, and false or inaccurate Odometer Mileage Statements as well as any expense incurred in attempting to collect such losses, including attorney’s fees.

Dealer authorizes the Auction to act as Dealer’s attorney-in-fact to purchase, sell and transport vehicles, and on Dealer’s behalf execute any documents necessary to transfer ownership thereof and any disclosure statements relating thereto. Except for negligence on the part of the Auction, dealer agrees to indemnify the Auction, hold the Auction harmless, and defend the Auction against all claims loss, damage, expense, and attorney fees that the Auction may sustain by reason of so acting for Dealer.

Dealer assumes all risks of loss, liability, and damage incident to or arising out of any vehicle left on the Auction’s premises and Dealer shall provide insurance for such loss, and damage. The Auction disclaims all liability, in tort, contract, or otherwise, for such loss, liability, and damage.

With respect to each and every vehicle delivered by Dealer to the Auction for sale, Dealer represents to the Auction and to the buyer of that vehicle that:

- A) the vehicle is in safe condition to operate on the public highways and complies with applicable laws, including laws relating to safety, performance and environmental standards;
- B) Dealer will fully and accurately disclose the description, conditions, known defects and mileage of the vehicle and be solely responsible for such representations;
- C) Dealer is the true and lawful owner of the vehicle;
- D) Dealer has full right and power to sell the vehicle;
- E) Dealer guarantees, without exception, that title to the vehicle is free and clear of all encumbrances and other defects, and Dealer will hold the buyer and Auction harmless for any loss, liability, or expense resulting from any defect in such title;
- F) within the time allowed by the Auction Rules, Dealer will deliver to the Auction, as agent, good title to the vehicle, free and clear of all liens or encumbrances, with related disclosure statements. Upon such delivery, the Auction agrees to pay Dealer the purchase price of the vehicle, less any fees owing the Auction;
- G) Dealer agrees to pay the Auction such fee as the Auction Rules/Policies provide for any vehicle which goes through the Auction but is not sold. Dealer specifically grants to the Auction a possessor lien against any vehicle for which a fee is due as security for the payment of such fee;
- H) Dealer will hold harmless and indemnify the Auction and the buyer of the vehicle against any loss resulting from the breach of the Dealer’s warranty of title to the vehicle or of any warranty or representation contained herein.

With respect to each and every vehicle purchased by Dealer, Dealer agrees that:

- A) The Auction does not inspect vehicles delivered to it for sale, rather, the seller is responsible for all representations of description, condition, and mileage and for disclosure statements relating to the vehicle;
- B) Dealer will examine any vehicle bought and accept the vehicle in its present condition;
- C) Dealer will pay the Auction the purchase price plus Auction fees by draft, check or cash (as requested by the Auction) immediately after the purchase of said vehicle. Any vehicle not paid for on sale night will be assessed a late fee of \$50 per day per vehicle. Upon failure to pay in full the vehicle within 5 business days, Auction may without further notice to Dealer dispose of such vehicle through a subsequent auction sale, and Dealer shall be liable to the Auction for all cost of collection, loss on resale of the vehicle, and any other damage the Auction may sustain, including reasonable attorney fees incurred in collection payments due and interest. D) The title and ownership of the vehicle shall remain in possession of the Auction until any check or draft as payment for the vehicle has been honored and paid in full.

DEALER REGISTRATION AGREEMENT (continued)

Dealer agrees to honor payment of any check or draft immediately when properly presented to Dealer's bank for payment. Dealer will not under any circumstances, stop payment of its check or draft without the advance written approval of any authorized representatives of the Auction; then if approved, Dealer will return the vehicle at Dealer's expense to the Auction's place of business. Dealer further agrees to hold the Auction harmless for and indemnify the Auction against any loss as a result of a check or draft of Dealer being dishonored by the bank upon which it is drawn. A service fee of \$100 will be charged for each bank returned transaction including but not limited to non sufficient funds.

Dealer hereby authorizes the Auction to investigate it's Principals' credit history including but not limited to the banks and other financial institutions with whom Dealer does business and agrees to execute any documents required by any such bank or financial institution to release financial information to the Auction.

This Agreement may be terminated by the Auction at any time with or without cause. The parties obligation under this agreement with respect to transactions completed prior to termination shall survive termination.

This Agreement may be amended only by an instrument in writing signed by both parties.

This Agreement hereto constitutes the entire understanding of the parties and represents the entire and integrated agreement between them and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof.

If any provisions hereof or the application of any persons or circumstances are held invalid or unenforceable by a court of competent jurisdiction, such provisions shall be deemed deleted and the remainder of the Agreement shall remain in full force and effect.

DEALER:

AUCTION: NU CENTRAL MASS AUTO AUCTION, LLC

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

ALL APPLICATIONS MUST BE ACCOMPANIED BY A COPY OF THE FOLLOWING:

CURRENT DEALER LICENSE

STATE SALES TAX CERTIFICATE

PLATE REGISTRATION

DRIVERS LICENSE FOR ALL REPS

PERSONAL GUARANTEE AND INDEMNITY (Owners)

In consideration of allowing to buy and sell motor vehicles through Auction, the undersigned owners of Dealer jointly and severally guarantee to Auction the prompt and full payment of all sums by Dealer to Auction. The undersigned agree that Auction may modify or release any and all collateral security, extend or change time of payment and settle or compromise with Dealer, without notice to undersigned and without discharging or affecting the liability of undersigned hereunder. This Guarantee shall be continuing guarantee and the undersigned hereby waive notice of acceptance of this Guarantee and presentment, demand, protest and any notice of non-payment or dishonor. The undersigned shall be liable as principal debtor and not merely a surety, and the bankruptcy or any assignment in favor of creditors of Dealer shall not affect the enforceability of this Agreement.

The undersigned jointly and severally agree to defend Auction and to hold it harmless from and against any claims, loss, liability or expense (and reasonable attorney's fees) incurred as a result of any misrepresentation by Dealer, (or its representatives) or arising out of any act or omission by Dealer (or its representatives) in connection with any transaction involving Dealer, Auction and/or third parties.

Owner #1 _____

Owner #2 _____

PERSONAL GUARANTEE AND INDEMNITY (All Authorized Agents/Reps)

THIS GUARANTEE IS TO BE SIGNED BY EVERY AUTHORIZED DEALER REPRESENTATIVE.

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.

Print Agent Name: _____

Agent’s Signature: _____

Date: _____

Owners Signature: _____