



Greater Tyler Auto Auction
11654 Hwy 64 W
Tyler, TX 75704
(903) 597-2800
(903) 597-3848 Fax

Dealer Registration Checklist

Thank you for your interest in our auction and we greatly appreciate your business. Everything you need to register with us is included in the following packet. Once we receive your complete registration packet we will process it as quickly as possible. If you have any questions regarding the application or the application process please feel free to call our office and we will be glad to assist you.

Completed Applications Must Include:

- Dealer Agreement***
- Dealer's License & Bond (Current)***
- Authorized Agents***
- Copy of Driver's Licenses for all Owners & Buyers***
- Bank Information / Release / Bank Letter***
- Copy of Company Check (if paying by check)***
- Power of Attorney***
- Title Delivery Form***
- Agreement of Auction Terms / Policies & Procedures***
- Authorization Form***
- W-9 Form***
- Sales Tax Certificate***

Please note: All buyers are considered cash only until all application information is verified and approved.

All applications may be faxed, mailed, or hand delivered for processing.
We do not process applications after 4:00 p.m. on sale day.

Greater Tyler Auto Auction

(Hereinafter referred to as "Auction")

11654 Hwy 64 W. Tyler, TX 75704 Phone: (903) 597-2800 Fax: (903) 597-3848

Used Vehicle Dealer Agreement

Name of Dealership _____ Telephone _____
(Hereinafter referred to as "Dealer")

Address _____ City _____ State _____ Zip _____

E-Mail Address: _____

Business Information

Year Established? _____ Dealer License # _____ Sales Tax Exemption # _____

Owners and Officers

Name _____ Title _____

Home Address _____ Home Tel. # _____

Social Security # _____ E-Mail Address: _____ U.S. Citizen? Yes No

Name _____ Title _____

Home Address _____ Home Tel. # _____

Social Security # _____ E-Mail Address: _____ U.S. Citizen? Yes No

How do you expect to pay? (To hold checks, a bank letter of reference is required.)

Cash Checks AFC MAFS DSC Drafts (subject to auction approval)

Authorized Representatives

The following person (s) are duly authorized to represent Dealer at Auction. The authority of the following person (s) to act on behalf of the 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 (s).

Rep (print name) _____ is authorized to (check all that apply):

Sell Vehicles Buy Vehicles Sign Checks Sign Drafts.

Rep (print name) _____ is authorized to (check all that apply):

Sell Vehicles Buy Vehicles Sign Checks Sign Drafts.

Bank Information (If doing business for less than 3 years with current bank, list your previous bank)

Name of Bank _____ Contact _____

Address _____ Tel. # _____ How Long? _____

Name of Bank _____ Contact _____

Address _____ Tel. # _____ How Long? _____

Auction References

Other auction you attend _____ How long registered? _____

Other auction you attend _____ How long registered? _____

Guaranty

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 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 titles 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 of Dealer's representatives, together with any loss or expense 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 payments, 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 waves 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.

Signature on File

The undersigned authorizes Auction to submit drafts under "Signature on File" and hereby agrees to honor same drafts. (It is the responsibility of the Dealer to check with the Auction office about vehicles sold with a "call", before assuming Dealer did not buy them.)

Execution of Agreement

This agreement shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall ensure to the benefit of Auction, its successors, assigns, and subrogates. Where there is more than one signatory to this agreement, each signatory shall be jointly liable for all the terms and conditions set forth herein. **IMPORTANT:** Your signature on this agreement binds the Dealer to the Auction's current Policies and Procedures, which are posted at the Auction and are subject to change without notice. Your signature also authorizes the Auction, at its discretion, to check credit and/or references on Dealer, owners, officers or their representatives.

This agreement is executed on the _____ day of _____, 20_____.

Dealer Signature: _____

Dealer Signature: _____

Legible copies of the following items must accompany this executed agreement: (Approval will not be confirmed until *all documents and copies* are received.)

- **Dealers License**
- **Insurance Bond**
- **Driver's License**



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Letter of Authorization

_____ (Company Name) wishes to register the following person as an “authorized agent” to buy and sell automobiles; to execute checks or drafts, assignments of titles, and odometer disclosures statements on behalf of dealer. The dealer understands and agrees that the authority of such person to act on the dealer’s behalf shall continue in full force and effect until terminated by dealer in writing to the auction. Dealer hereby guarantees all transactions made by such person and agrees to indemnify and hold harmless the auction from all loss or expense caused to the auction as a result of a transaction, including but not limited to losses from dishonored checks or drafts, defective titles, false or inaccurate odometer disclosure statements, as well as any expense incurred in attempting to collect such losses including attorney fees.

Name of Authorized Agent

Social Security Number of Agent

Drivers License Number of Agent

Home Phone of Agent

Mobile of Agent

Home Address of Agent

Signature of Agent

Signature of Owner

Printed Name of Owner

Date



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Bank Information / Release

Bank Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Bank Officer: _____

Bank Phone: _____ Bank Fax: _____

Account Types at This Bank

Business Checking Business Savings

Drafting Privileges Floorplan Amount \$

Exact Drafting Instructions

(Enter Draft Address Above)

Bank Information Release

Your bank has been designated by the following dealer as their primary depository and banking reference, and we require all licensed new and used car dealers to establish their financial responsibility.

To Whom it May Concern:

I authorize the release of all my account information to Greater Tyler Auto Auction including, but not limited to, check and draft account histories, and insufficient funds items that were returned-unpaid. This information will be used strictly for Greater Tyler Auto Auction to facilitate my buying and selling of vehicles and will be kept strictly confidential.

Dealership:

Dealer Signature: _____ ***Date:*** _____

Printed Name: _____ ***Title:*** _____

This is a true and exact copy of the original that is on file at Greater Tyler Auto Auction.

Office Use Only

Dealer Number: _____ ***Verified on:*** _____ ***Verified By:*** _____



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THIS SHOULD BE ON BANK LETTERHEAD

“Sample Letter”

Date:

Attn: Greater Tyler Auto Auction
Fax: (903) 597-3848

Re: Letter of Reference

Dear Sirs,

Please accept this as a letter of reference for _____ (Name)
_____ DBA _____ (Dealer) _____.

Mr. _____ (Dealer) _____ has had an account since _____ (date) ____ at our bank.

GTAA can reasonably expect checks written on this bank to be honored.

This account is handled in a professional manner and returns for insufficient funds are not a part of their history.

Any questions please call _____ (Banker) _____ at _____ (Phone) _____.

Signature

* This is a sample letter for you to take to your banker for a bank letter of reference. If you have any questions please call us at (903) 597-2800. Thank you Greater Tyler Auto Auction.*



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POWER OF ATTORNEY

The undersigned, and its subsidiaries hereby duly appoint Greater Tyler Auto Auction, Inc. ("GTAA"), located at 11654 State Highway 64 W. Tyler, TX 75704, through its authorized employees and agents, to act as our ATTORNEY-IN-FACT to sign all papers and documents that may be necessary pertaining to the sale and subsequent title transfer of the vehicles consigned by the undersigned, including without limitation, any title, title transfer document, reassignment of odometer disclosure statements as required by federal law.

In consideration of GTAA's agreement to execute such documents on behalf of the undersigned from time to time, the undersigned shall indemnify, defend, and hold harmless GTAA, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from and against any and all loss, damages, liability, claims, cause of action, and expenses of whatever kind of nature, arising from the execution by GTAA or its employees or agents of any certificate of title, odometer statement, bill of sale, or other document necessary to transfer ownership of consigned vehicles. Notwithstanding the foregoing, nothing contained herein shall be construed to require the undersigned to indemnify GTAA, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from any loss resulting from any gross negligence or willful misconduct of GTAA or its employees or agents.

This Power of Attorney shall be effective as of the date of signing hereof on behalf of the undersigned and shall continue in full force and effect until terminated by Dealer in writing to the auction.

This Power of Attorney supercedes any previous authorization to act as agent and attorney-in-fact for the undersigned.

Dealer

By: _____

Printed: _____

Date: _____



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Title Delivery

Please choose one of the following methods in which you would prefer us to deliver titles.

Please mark one of the following:

- 1. Pick-Up – (Preferred) – Myself or an authorized agent will pick up title(s).**
- 2. Overnight Delivery – (Our Account) – There is a \$15 fee per package, billed out every month.**
- 3. Overnight Delivery – (Your Account) – Please choose your preferred carrier and supply us with your account number.**

Account # _____

Please Circle One of the Following

Fedex

Lone Star

UPS

DHL

Signature:		Date:	
Printed Name:			
Delivery Name:		Dealer #:	
Delivery Address:			
City:		State:	
		Zip Code:	

If approved method is used and title(s) are lost GTAA will not be responsible. We will attempt to help replace your title, but our cost for this effort will be billed to you're accounts receivable.



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***Auction Terms & Conditions*
Policies & Procedures
*Agreement***

-

***I have read, understand, and agree to comply with all of the
Auction Terms and Conditions of Greater Tyler Auto Auction.***

***I have read, understand, and agree to comply with all of the
Policies and Procedures of Greater Tyler Auto Auction.***

Dealer

By: _____

Printed: _____

Date: _____



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This form authorizes Greater Tyler Auto Auction to verify all information on the dealer agreement.

Including the following:

1. Check all auction references listed on dealer agreement.
2. Acquire verification on checking accounts in order for auction to hold checks until titles come in.
3. Verification of drafting privileges.
4. Credit check.

This agreement is executed on the _____ day of _____,
20_____.

Dealer Signature: _____

Dealer Signature: _____



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FEE SCHEDULE

SELLER FEES

\$1 - \$299	\$50	\$10,000 - \$10,999	\$220
\$300 - \$499	\$60	\$11,000 - \$11,999	\$230
\$500 - \$999	\$90	\$12,000 - \$12,999	\$240
\$1,000 - \$1,499	\$110	\$13,000 - \$13,999	\$250
\$1,500 - \$1,999	\$120	\$14,000 - \$14,999	\$260
\$2,000 - \$2,499	\$130	\$15,000 - \$15,999	\$270
\$2,500 - \$2,999	\$140	\$16,000 - \$16,999	\$280
\$3,000 - \$3,999	\$150	\$17,000 - \$17,999	\$290
\$4,000 - \$4,999	\$160	\$18,000 - \$18,999	\$300
\$5,000 - \$5,999	\$170	\$19,000 - \$19,999	\$310
\$6,000 - \$6,999	\$180	\$20,000 - \$20,999	\$320
\$7,000 - \$7,999	\$190	\$21,000 - \$21,999	\$330
\$8,000 - \$8,999	\$200	<i>\$10 for each additional \$1,000 in price</i>	
\$9,000 - \$9,999	\$210		

BUYER FEES

\$1 - \$499	\$60
\$500 - \$999	\$80
\$1,000 - \$1,999	\$95
\$2,000 - \$2,999	\$105
\$3,000 - \$3,999	\$115
\$4,000 - \$4,999	\$125
\$5,000 - \$5,999	\$135
\$6,000 - \$6,999	\$155
\$7,000 - \$9,999	\$185
\$8,000 - \$8,999	\$195
\$9,000 - \$9,999	\$205
\$10,000 - \$14,999	\$225
<i>\$25 for each additional \$5,000 in price</i>	

DRAFT FEES

\$1 - \$2,499	\$60
\$2,500 - \$4,999	\$70
\$5,000 - \$7,499	\$80.
\$7,500 - \$9,999	\$90.
\$10,000 - \$14,999	\$100.
\$15,000 - \$19,999	\$125
\$20,000 - \$24,999	\$150
\$25,000 & UP	\$200

<i>Salvage Pick Up Fee</i>	\$25
<i>Return Check / Draft</i>	1%, \$75 Minimum
<i>Express Numbers</i>	\$20 Each

updated 5-10-2011