



1205 N.W. 27th Ave. • Ocala, FL 34475  
(352) 368-5900 • Fax (352) 368-2051

We would like to take the opportunity to thank you for your interest in Big Sun Auto Auction. Enclosed please find all the necessary paperwork to register your company. In addition to completely filling out the application packet, we request that you include the following:

1. A copy of your Dealer's License, Sales Tax Certificate and Bond.
2. Copies of driver licenses of all authorized representatives that will be buying or selling for your company.
3. Application must be completely filled out. Please bring originals with you when you come to register.
4. Please enclose a copy of your company check and sign the information release letter if you wish to pay with company check.

Again, we would like to thank you for your interest in Big Sun Auto Auction. If you have any questions or need further information, please do not hesitate to contact me.

Thank you,

Melissa Peterson, Dealer Registration  
Email: [Melissa@bigsunauto.cfcocxmail.com](mailto:Melissa@bigsunauto.cfcocxmail.com)  
Phone: (352) 368-5900  
Fax: (352) 368-2051

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**BIG SUN  
AUTO AUCTION INC.**

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Dealer # \_\_\_\_\_

**DEALER REGISTRATION AGREEMENT**

**General Information**

Name of Dealership \_\_\_\_\_

Location Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

E-mail Address \_\_\_\_\_ Website \_\_\_\_\_

**Business Information**

Is your firm a: ( ) Corporation ( ) Partnership ( ) Individual

Date of Incorporation \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Date firm was organized? \_\_\_\_\_

Bonding Co. Name/Address \_\_\_\_\_

Dealer License# _____
Sales Tax # _____
Federal ID# _____

**Owners** (See attached for Representatives)

Owner #1 \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_

Mobile Phone # \_\_\_\_\_ Home Phone # \_\_\_\_\_

Owner #2 \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_

Mobile Phone # \_\_\_\_\_ Home Phone # \_\_\_\_\_

**Credit Information**

Bank \_\_\_\_\_ Account # \_\_\_\_\_

Bank Address \_\_\_\_\_ Phone# \_\_\_\_\_

**References**

Other Auctions You Attend #1 \_\_\_\_\_ City/State \_\_\_\_\_

Other Auctions You Attend #2 \_\_\_\_\_ City/State \_\_\_\_\_

Floor Plan Companies (check all that apply) ( ) MAFS ( ) AFC ( ) DSC ( ) Auto Use

Intended Use of Payment: ( ) Company checks ( ) Cash ( ) Drafts ( ) Floor Plan ( ) Cashier's Checks

I have read this DEALER REGISTRATION AGREEMENT, including all terms and conditions hereof, and in consideration for being permitted to do business through the BIG SUN AUTO AUCTION, I agree to be bound by all the terms and conditions of this DEALER REGISTRATION AGREEMENT. I have read and received a copy of the Auction rules. Upon authorization to conduct business at the BIG SUN AUTO AUCTION, the applicant agrees to abide by all auction policies and procedures specifically those concerning odometer tampering which if violated could cause suspension of trading privileges, a monetary penalty assessment for related expenses and repurchase of any odometer tampered vehicles sold by the applicant.

Notary \_\_\_\_\_ Owner/Officer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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**AUTHORIZED REPRESENTATIVES**

The following person or persons are 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 the Dealer. The authority of the following persons to act on behalf of the Dealer shall continue in full force and affect until terminated by the Dealer by filling out the appropriate forms at the auction. The Dealer does hereby guarantee all transactions made by such person.

**Dealer Name:** \_\_\_\_\_

Representative \_\_\_\_\_ Social Security# \_\_\_\_\_

Date of Birth \_\_\_\_\_ Driver's License # \_\_\_\_\_

Mobile Phone# \_\_\_\_\_ Home Phone# \_\_\_\_\_

Home Address \_\_\_\_\_

Authorized to: ( ) Buy ( ) Sell ( ) Write Checks ( ) Drafts ( ) Floor Plan ( ) Cash ( ) Receive Titles

Representative \_\_\_\_\_ Social Security# \_\_\_\_\_

Date of Birth \_\_\_\_\_ Driver's License # \_\_\_\_\_

Mobile Phone# \_\_\_\_\_ Home Phone# \_\_\_\_\_

Home Address \_\_\_\_\_

Authorized to: ( ) Buy ( ) Sell ( ) Write Checks ( ) Drafts ( ) Floor Plan ( ) Cash ( ) Receive Titles

Representative \_\_\_\_\_ Social Security# \_\_\_\_\_

Date of Birth \_\_\_\_\_ Driver's License # \_\_\_\_\_

Mobile Phone# \_\_\_\_\_ Home Phone# \_\_\_\_\_

Home Address \_\_\_\_\_

Authorized to: ( ) Buy ( ) Sell ( ) Write Checks ( ) Drafts ( ) Floor Plan ( ) Cash ( ) Receive Titles

Representative \_\_\_\_\_ Social Security# \_\_\_\_\_

Date of Birth \_\_\_\_\_ Driver's License # \_\_\_\_\_

Mobile Phone# \_\_\_\_\_ Home Phone# \_\_\_\_\_

Home Address \_\_\_\_\_

Authorized to: ( ) Buy ( ) Sell ( ) Write Checks ( ) Drafts ( ) Floor Plan ( ) Cash ( ) Receive Titles

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_



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**BANK AUTHORIZATION LETTER**

Bank \_\_\_\_\_

Dealer \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

I hereby authorize you to release information on my account to Big sun auto Auction. This information may be requested from time to time to better serve my need to buy and sell vehicles through their auction. The original of this request is retained on file and you may release information for their confidential use, as required, until I notify you to the contrary.

Thank you in advance for your courtesy and assistance regarding this request.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



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### LIMITED POWER OF ATTORNEY

I, \_\_\_\_\_ hereby appoint and constitutes Big Sun Auto Auction, Inc. and its designees to execute on behalf of client, Certificates of Title and/or Registration of such vehicles; odometer disclosure statements and such other documents as deemed necessary to convey purchases at auction, good title to vehicles consigned by the undersigned to Auction to be sold at Auction.

With reference to the odometer disclosure statement, unless instructed by client, in executing the odometer disclosure statement on behalf of client, Auction and/or its designees are directed to enter the mileage reading on the dashboard of each vehicle as true and correct mileage of each vehicle. Unless it states otherwise in writing, client represents that such mileage readings are true and correct to the best of Client's information and belief, and Client will indemnify and hold harmless Auction and its designees acting pursuant to this Power of Attorney, against any and all cost, claims, or actions whatsoever, including reasonable attorney's fees, based upon or resulting from inaccuracy of the odometer reading on any vehicle or any odometer statement prepared in connection with the sale at auction of any vehicle, unless such inaccuracy is caused by the Auction or its designees.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



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**GUARANTY**

Auction is merely performing auction services for the selling and purchasing dealers, and all transactions which occur at Auction are transactions between the selling and purchasing dealers, and Auction is neither a buyer, seller, transferor or transferee by reason of having provided auction services to such dealers. Auction does not provide any warranty or guarantee of any nature whatsoever not specifically set forth in this agreement, including, but not limited to, warranties of merchantability or fitness for a particular purpose, and Auction does not in any manner whatsoever warrant the accuracy of odometer mileage statements, or mechanical or physical condition of any motor vehicle.

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 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 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 of 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 ensure to the benefit of Auction, 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.

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Signature Title Date



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## GENERAL PROCEDURES

1. All dealers must register with office before buying or selling.
2. All units purchased must be test driven and paid for within one (1) hour.
3. All titles submitted by seller must be in Seller's company name. foreign titles must be announced. This includes Canadian titles.
4. "No Titles" must be announced if the title is not present on sale day, any title not turned in on the auction block will be charged a \$20.00 no title fee.
5. Buyer is responsible for verifying serial number, model, year and mileage reading on all purchases before leaving sale. No vehicle will be offered for sale without public VIN plate, seller is responsible to insure a vehicle is properly offered for sale at the block. The Auction will not be responsible for administrative errors.
6. It is the Seller's obligation to correct any errors made by the Auction as to "announced conditions". It is the Buyer's obligation to watch the lights and listen to "announced conditions".
7. Buyer and Seller must both sign the sales slip as soon as hammer is dropped. Make sure that all announced conditions are on the sales slip before you leave the block. Hear say after you leave the block is hear say and will not be honored.
8. All police cars, taxi cabs, municipal vehicles, fire vehicles, flood vehicles, clips, grey market vehicles, salvage vehicles, reconstructed vehicles, dune buggies, rails, motorcycles must be announced and run "red light".
9. Vehicles selling for \$2,000.00 or less become "as is" and are not subject to arbitration for any reason even if green light is on.
10. The Auction does not guarantee the year or I.D. number of any foreign vehicle, house trailer, motor home, antique vehicle, dune buggy, motorcycle, kit car, or R.V. Satisfy yourself before settlement, as the Auction will not become involved in any subsequent dispute.
11. Big Sun Auto Auction, Inc. will accept all affidavits that Florida law permits.
12. "If" sales are strictly between the Buyer and Seller and are not binding on either until sale is consummated.
13. "Outside sales" are final.
14. Any vehicle 10 years old, or older is sold "red light" and "as is" and is not subject to any arbitration at all. Sale is final.
15. The Auction will reserve the right to void any transaction.
16. The Auction will require a Seller to take back any vehicle with a documented odometer roll-back problem.
17. Vehicles left on the Auction premises are at owner's risk. The Auction assumes no responsibility.
18. Frame damage or frame repair must be reported to the Auction no later than 5:00 p.m. the following Monday. NO EXCEPTIONS. Frame damage must be announced and run "red light" along with "yellow light".
19. The Seller is responsible for one way transportation and both fees if title is not produced within 30 days. Seller is not responsible for repairs done on vehicles when titles are not provided.
20. If a Buyer calls to return a vehicle for no title, and the Auction has received or mailed the title, Buyer must keep the vehicle.
21. The Auction assumes no responsibility for theft, vandalism, or accidents.

## **SUBJECT TO ARBITRATION**

1. You have one hour to arbitrate and settle. NO EXCEPTIONS.
2. All vehicles over \$2,000.00 are subject to arbitration if sold on the block under "green light" and mechanical defects exceed \$500.00. (Price determined by the Auction.)
3. Frame damage, flood, police, taxi, cracked blocks, rebuilt or converted cars, broken odometer, over 100,000, engine, transmission, rear-ends are all subject to arbitration if not announced.
4. Pollution control devices that have been removed from vehicles originally so equipped.
5. Any arbitration prove adjustment for any reason eliminates further arbitration, **SALE IS FINAL!**
6. Any vehicle sold for more than \$2,000.00 with drive "green light" being turned down seller will be charged one (1) sell fee. Only sell "green light" when you know they are good vehicles.

## **NOT SUBJECT TO ARBITRATION**

1. Any car sold "As Is" or outside sale/.
2. Any car sold for \$2,000.00 or less. **NO EXCEPTIONS.**
3. All defects announced on block at time of sale.
4. Normal manufacture's built-in rear end hum.
5. Brakes, front end, rack-pinions, steering systems, CV joints and/or air conditioners.
6. Hydraulic lifters on any car sold for \$3,000.00 or less.
7. All diesel powered vehicles.
8. A/C, power accessories, radios, cruise control, backlash.
9. Oil pressure, check engine light, ABS lights, sensors, starters, alternators, batteries, any and all power or electrical accessories to the engine.
10. Any vehicle selling for \$2,000.00 or less is considered "As-Is" and not subject to arbitration.

**I have been provided with Big Sun Auto Auction, Inc rules. I have read and fully understand these rules. Myself and any representative purchasing or selling under the dealer name \_\_\_\_\_ will abide by these rules.**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Officer Printed Name

\_\_\_\_\_  
Date



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## MAIL RELEASE FORM

Titles may be picked up in the front office from 9 a.m. to 5 p.m., Monday through Thursday, and Friday from 9 a.m. to 2 p.m. On Wednesday, titles are available to be picked up until the end of sale. Should you choose to have your titles mailed via the USPS, or an overnight carrier, signing of these forms releases Big Sun Auto Auction, Inc. from all liability.

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

I \_\_\_\_\_ take full responsibility of acquiring and paying for any duplicate titles that are needed if titles are lost or damaged.

To ensure protection and quick delivery of your titles, we suggest that an overnight carrier is used; otherwise they will be mailed certified. It is Big Sun Auto Auction policy to hold titles in house unless Dealer requests for titles to be mailed.

Please note whether you would like titles to be mailed on a weekly basis or mailed only once requested to do so. Please specify how you would like to be mailed and fill in any account numbers.

Fed Ex \_\_\_\_\_

DHL \_\_\_\_\_

UPS \_\_\_\_\_

Certified Mail \_\_\_\_\_

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner Name Printed \_\_\_\_\_