

HWY 515 AUTO AUCTION, INC.
P. O. BOX 864
ELLIJAY, GA 30540
PH. (706) 635-1500 FAX (706) 635-1525

DATE: _____

ACCT.#: _____

RE: _____

Your bank has been designated by the above as their principal depository and banking reference. We operate an automobile auction for licensed used car dealers and individuals wishing to purchase a car. Since we guarantee all checks for cars bought at our auction, we require that all who do business here establish their financial responsibility.

Please indicate below your estimate on this account. Your reply will be held strictly confidential and will be used only for our own purpose. We appreciate your help.

Checking Account: Opened _____ Closed _____ Average Balance \$ _____
_____ Satisfactory _____ Return Activity _____ NSF's

- () Subject is not a borrowing customer.
- () We are unable to locate records in the above name.
- () Remarks:

Sincerely,
Hwy 515 Auto Auction, Inc.

I hereby authorize Bank to furnish all the above requested information:

COMPANY NAME _____ Date _____

Mailing Address _____ City _____ State _____ Zip _____
Email Address _____

Other Address (if different from mailing)

Phone: Business _____ Fax _____

Cell # _____ Home _____

Owner's Name _____ Address _____

Driver's License Number and State _____

Social Security Number _____ Date Business Organized _____

State Sales Tax Number & Company Name on Registration _____

State Dealers License Number _____ Master Tag # _____

If Georgia: 12-digit ID # _____

If Checks: name of Bank _____ Phone Number _____

Bank Address _____ Fax Number _____

Bank Official _____ Bank Account Number _____

Check one: (1) Corporation _____ (2) Partnership _____ (3) Sole Owner _____

Type of Payment: (1) Cash _____ (2) Check _____ (3) Floor Plan Source(s): _____

Other Auctions you Attend (1) _____ (2) _____

The undersigned as owner of the above company hereby authorizes the named individual(s) to represent (us/me) at your auction and said agent is authorized to sign (our) name to titles, bill of sale, purchase automobiles and the undersigned will be responsible for all autos bought and sold until you receive notice in writing that they no longer represent (us/me) as seller or buyer.

Owner/President _____

Authorized Persons:

(1) _____

(2) _____

(3) _____

(4) _____

Hwy 515 Auto Auction Terms and Conditions

The undersigned dealer, acknowledges receipt of Hwy 515 Auto Auction, Inc. Auction Terms and Conditions, which set forth the terms and conditions under which Dealer may conduct business at the auction, and, by executing and submitting to Hwy 515 Auto Auction this Dealer Application, and by subsequent use of Hwy 515 Auto Auction Card issued to Dealer upon approval of this Dealer Application, Dealer agrees to the Auction Terms and Conditions, which may be changed from time to time.

IN WITNESS WHEREOF, Dealer, or Dealer's duly authorized representatives, has (have) executed this Dealer Application this _____ day of _____, 20____.

(If a sole proprietorship)

(Printed Name of Dealer)

(Signature of Dealer)

(If a corporation, partnership, limited liability company or some entity other than a sole proprietorship)

ATTEST:

(Printed Name of Corporation, Etc.)

By: _____
Signature of Officer, Etc.)

By: _____
(Signature of Officer, Etc.)

(Printed Name and Title of Officer, Etc.)

(Printed Name and Title of Officer, Etc.)

PERSONAL GUARANTY

The undersigned, whether one or more, personally guarantee(s) Dealer's payment and performance of the Auction Terms and Conditions and all transactions by Dealer taken pursuant thereto.

The undersigned acknowledge(s) that Hwy 515 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 personal guaranty is to be a continuing guaranty and the undersigned hereby waive(s) notice of acceptance of this guaranty and presentment, demand, protest and any notice of non-payment on dishonor. The undersigned shall be liable as principal debtor(s) and not merely as surety (or sureties), and the bankruptcy or any assignment in favor of creditors of Dealer shall not affect the enforceability of this personal guaranty.

This personal guaranty shall bind the respective heirs, executors, administrators and assigns of the undersigned, and shall inure to the benefit of Hwy 515 Auto Auction, its successors, assigns and subrogees.

Where there is more than one signatory to this personal guaranty, each signatory shall be jointly and severally liable under this personal guaranty.

POWER OF ATTORNEY

The undersigned, and its subsidiaries hereby duly appoint Hwy 515 Auto Auction, Inc. located at Hwy. 515 N., Ellijay, GA 30540 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 to Hwy 515 Auto Auction for its auction of the vehicles or pertaining to the purchase of vehicles by the undersigned, including without limitation, any title, title transfer document, reassignment of odometer disclosure statements as required by federal law.

In consideration of Hwy 515 Auto Auction's agreement to execute such documents on behalf of the undersigned from time to time, the undersigned shall indemnify, defend, and hold harmless Hwy 515 Auto Auction, 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 and nature, arising from the execution by Hwy 515 Auto Auction 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 Hwy 515 Auto Auction, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from any loss resulting from any gross negligence or willful misconduct of Hwy 515 Auto Auction 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 expires on December 31, _____, unless earlier terminated by the undersigned in its sold discretion.

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

Dealer

By: _____

Printed: _____

Its: _____

Subscribed and sworn to before me this _____ day of _____, 20____ .

Notary Public

Commission Expiration: _____

County of Residence: _____

Clear Form



STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES AND USE TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER OR DEALER
EFFECTIVE JULY 1, 2000

To: _____ (SUPPLIER) _____ (MM/DD/YY) (DATE)

_____ (ADDRESS)

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will be for the purpose indicated below, unless otherwise specified on a particular order, and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than indicated on this certificate. (Check proper box.)

- 1. Resale, rental or leased only, including but not limited to the purchase for resale of gasoline and other motor fuels.
2. Materials for further processing, manufacture or conversion into articles of tangible personal property for resale which will become a component part of the property for sale, or be coated upon or impregnated into the product at any stage of its processing, manufacture or conversion and nonreturnable materials used for packaging tangible personal property for shipment or sale. Containers or other packaging materials purchased for reuse are not exempt.
3. Machinery used directly in the manufacture of tangible personal property for sale purchased as additional, replacement or upgrade machinery to be placed into an existing plant in this State.
4. Direct Pay Permit authorized under Regulation 560-12-1-.16. The holder of a Direct Pay Permit must pay the 3% Second Motor Fuel Tax to suppliers on purchases of gasoline.
5. For use by Federal Government, State Government, any county, municipality or public school system of this State, when supported by official purchase orders or for use by Hospital Authorities created by Article 4, Chapter 7, of Title 7, and County or City Housing Authorities created by Article 1, Chapter 3 of Title 8. The State of Georgia, counties, municipalities, public schools, Hospital and Housing Authorities of Georgia must pay the 3% Second Motor Fuel Tax to suppliers. A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.
6. Aircraft, watercraft, motor vehicles and other transportation equipment manufactured or assembled, sold and delivered by the manufacturer or assembler for use exclusively outside this State, or delivery of the crafts is for the sole purpose of removing same under its own power when it does not lend itself more reasonably to removal by other means. A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.
7. Aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles and major components of each, which will be used principally to cross the borders of this State in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States government. Replacement parts installed by carriers in such craft or vehicles which become an integral part of the craft or vehicle are likewise exempt. Private and contract carriers are not exempt.

(TYPE OF BUSINESS ENGAGED IN BY THE PURCHASER)

(COMMODITY CODE)

I declare, under penalties of false swearing, that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

(PURCHASER'S FIRM NAME)

(CERTIFICATE OF REGISTRATION NO.)

(ADDRESS)

By _____ (SIGNATURE) Title _____ (OWNER, PARTNER, OFFICIAL)

A supplier is required to have only one certificate of exemption form on file from each purchaser buying tax exempt. The supplier must exercise ordinary care to determine that the tangible personal property obtained under this certificate is for the purpose indicated. Suppliers failing to exercise such care will be held liable for the sales tax due on such purchases. For example, a supplier cannot accept a Certificate of Registration number bearing a "214" prefix since these are issued to a Contractor which has been deemed to be the consumer and is required to pay the tax at the time of purchase.