

Hwy 515 Auto Auction, Inc.
P.O. Box 864 – Ellijay, GA 30540
Phone: (706) 635-1500 – Fax: (706) 635-1525

Dealer Registration Requirements

1. Copy of State Dealer's License
2. Copy of owner's driver's license and any other person authorized to buy/sell
3. Copy of sales tax certificate
4. Copy of dealer master tag and State of Georgia newly issued ID number
5. Copy of company check (not required if paying cash only)

Please include copies of these documents with your registration forms.

Hwy 515 Auto Auction, Inc.

Date: _____

P.O. Box 864 – Ellijay, GA 30540

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Dealer Registration – Dealer Information

Company Name: _____

Mailing Address: _____ Email: _____

City: _____ State: _____ ZIP: _____

Other Address (if different from mailing): _____

Business Phone: _____ Fax: _____

Cell: _____ Home Phone: _____

Owner's Name: _____ Owner's Address: _____

Driver's License Number & State: _____ Social Security Number: _____

State Sales Tax Number: _____ Company Name on Registration: _____

State Dealer's License Number: _____ Master Tag Number: _____

If Georgia – 12-digit ID#: _____ Date Business Organized: ____ / ____ / ____

Name of Bank: _____ Bank Official: _____

Bank Address: _____ Account # _____

Bank Phone: _____ Bank Fax: _____

Business Type:

Payment Type:

Authorized Persons:

Corporation

Cash

(1) _____

Partnership

Check

(2) _____

Sole Owner

Floor Plan Source(s)

(3) _____

(4) _____

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and the undersigned will be responsible for all autos bought and sold until you receive notice in writing that they no longer represent (us/me) as seller or buyer.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: _____

Hwy 515 Auto Auction, Inc.

Date: _____

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Dealer Registration – Bank Information

Bank Account Number: _____

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

Average Balance: \$ _____

Subject is not a borrowing customer.

Opened

We are unable to locate records in the above name.

Closed

Remarks:

Satisfactory

Return Activity

NSF's

Sincerely,

Hwy 515 Auto Auction

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

Dealer Registration – 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.

Hwy 515 Auto Auction, Inc.

Date: _____

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Dealer Authorized Personnel

The following people are authorized to buy and sell under my dealer name:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Name of Dealership: _____

Signature of Owner: _____

Hwy 515 Auto Auction, Inc.

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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 sole 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: _____



STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER OR DEALER

To: _____ (SUPPLIER) _____ (DATE)

(SUPPLIER'S ADDRESS) (CITY) (STATE) (ZIP CODE)

THE UNDERSIGNED DOES HEREBY CERTIFY that all tangible personal property purchased or leased after this date will be for the purpose indicated below 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 that indicated on this certificate. (Check appropriate box.)

- 1. Purchases or leases of tangible personal property or services for resale. O.C.G.A. § 48-8-30
2. Purchases or leases of tangible personal property or services made by the Federal Government, The American Red Cross, Georgia State Government, any county, municipality, qualifying authority, or public school system of this state. When paid for by warrant on appropriated Government funds. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(6)(6.1)(6.2)
3. Purchases or leases of tangible personal property or services for RESALE ONLY by a church, qualifying nonprofit child caring institution, nonprofit parent teacher organization or association, nonprofit private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boy Scouts of the U.S.A. or Girl Scouts of the U.S.A. THIS EXEMPTION DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY OR DONATED BY THE PURCHASING ENTITY. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(15)(39)(41)(56)(59)(71)
4. Materials used for packaging tangible personal property for shipment or sale. Such materials must be used solely for packaging and must not be purchased for reuse by the shipper or seller. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94)
5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state sold by the manufacturer or assembler for use exclusively outside of this state when possession is taken by the purchaser within this state for the sole purpose of removing the property from this state under its own power due to the fact that the equipment does not lend itself more reasonably to removal by other means. A Georgia Sales and Use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32)
6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components and replacement/repair parts 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 in interstate or foreign commerce under authority granted by the United States government. Private and contract carriers are not exempt. O.C.G.A. § 48-8-3(33)(A)
7. Purchases or leases of tangible personal property or services made by a federally chartered credit union, credit unions organized under the laws of this state, and credit unions organized under the laws of the United States and domiciled within this state. A Georgia Sales and Use tax number is not required for this exemption. 12 U.S.C.S. 1768; O.C.G.A. § 48-6-97

(Describe Purchaser's Business Activity)

Under penalties of perjury I declare 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.

Business Name: _____ Sales Tax Number: _____
Business Address: _____ City: _____ State: _____ Zip Code: _____
Purchaser's Name: _____ Signature: _____ Title: _____

A dealer must secure one properly completed certificate of exemption from each buyer making purchases without payment of the tax. The dealer must maintain a copy of the certificate of exemption presented for audit purposes.