



Dealer Application

Dealer Registration Checklist

2206 Sheppard Access Rd.
Wichita Falls, TX 76306

940-720-0435
Fax: 940-720-0416

Thank you for your interest in Texoma Auto Auction. You will find everything needed to register with out auction included in this packet. After we receive each of the below listed forms completed with all the requested information, we will process your application as quickly as possible.

Completed Applications MUST include:

- Dealership Information
- Include Copy of Dealers License and Bond
- Authorized Employees
- Copy of Drives License of Owners and Employees
- Bank Information
- Voided Company Check, if Paying by Check
- References
- Signed Copy of Terms and Conditions
- Title Delivery Instructions
- Sales Tax Certificate
- W-9 (Fill Out First Page)
- Power of Attorney (Optional but recommended)

Also Included is a copy of our fee schedule, transportation fees, and a Texas Motor Vehicle Sale Tax Blanket Resale Certificate (must be filled out and signed). We appreciate the opportunity to do business with your dealership. If you have any questions, please call us at (940) 720-0435 or Toll Free at 1-888-740-0435, or you can fax us at (940) 720-0416.

Please Note: All buyers are on "**Cash Only**" basis until approved for checks or drafting privileges. "**Cash Only**", means that payment for vehicles will be made during or immediately following conclusion of sale. If you are approved to pay be checks, **ONLY** company checks of the registered dealership with current address are accepted. Drafts are also a preferred payment method but additional information is required.



Dealer Application

Dealership Information

2206 Sheppard Access Rd.
Wichita Falls, TX 76306

940-720-0435
Fax: 940-720-0416

Dealership Name: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Mailing Address (if different from above): _____

City: _____ State: _____ Zip Code: _____

Business Phone:(_____) _____ Fax:(_____) _____

Dealer License Number: _____

State: _____ Expires: _____ / _____ / _____

Business Information:

Business is: Individual Partnership Corporation

Year Business Started: _____ State of Organization: _____

Owner Information:

Name of Owner: _____

Home Address: _____ Email: _____

City: _____ State: _____ Zip Code: _____

Home Phone:(_____) _____ Cell Phone:(_____) _____

Drivers License #: _____ SSN: _____ - _____ - _____

Date of Birth: ____ / ____ / ____ **Owner Signature:** _____

Owner Information:

Name of Owner: _____

Home Address: _____ Email: _____

City: _____ State: _____ Zip Code: _____

Home Phone:(_____) _____ Cell Phone:(_____) _____

Drivers License #: _____ SSN: _____ - _____ - _____

Date of Birth: ____ / ____ / ____ **Owner Signature:** _____



Dealer Application

Authorized Employee/Agents

2206 Sheppard Access Rd.
Wichita Falls, TX 76306

940-720-0435
Fax: 940-720-0416

The following employees and or agents are duly authorized to buy vehicles at Texoma Auto Auction. The authority of the following employees/agents to act on the behalf of t he dealer shall continue in full force until terminated by the dealer in writing to Texoma Auto Auction. The dealer does hereby guarantee all transactions made by such employees/agents. The dealer agrees to indemnity and hold harmless Texoma Auto Auction from all loss or expense caused as a result of any transaction, including buy not limited to losses from dishonored drafts, as well as any expense incurred in attempted to collect loss including attorney's fees.

Dealer Name: _____

Authorized Employee/Agent: _____ Title: _____

Home Address: _____ City: _____

State: _____ Zip Code: _____ Email: _____

Home Phone:(_____) _____ Cell:(_____) _____

Drivers License #: _____ SSN: _____ - _____ - _____ D/O/B: _____

Signature of Employee Agent: _____ **Date:** _____

Signature of Owner: _____ **Date:** _____

Dealer Name: _____

Authorized Employee/Agent: _____ Title: _____

Home Address: _____ City: _____

State: _____ Zip Code: _____ Email: _____

Home Phone:(_____) _____ Cell:(_____) _____

Drivers License #: _____ SSN: _____ - _____ - _____ D/O/B: _____

Signature of Employee Agent: _____ **Date:** _____

Signature of Owner: _____ **Date:** _____

(Please make additional copies if needed)



Dealer Application

Bank Information (Bank 1)

2206 Sheppard Access Rd.
Wichita Falls, TX 76306

940-720-0435
Fax: 940-720-0416

Bank Name: _____

Address: _____

City: _____ State: _____

Bank Phone:(_____) _____ Bank Fax:(_____) _____

Contact Person/Dept: _____

Form of payment requested: Cash Check Drafts

(Please Check One)

Mailing Address for Drafts: _____

(Drafting Instructions) _____

To Whom It May Concern:

Through this letter, I hereby give authorization of my financial institution to release information regarding any and all of my banking accounts, including but not limited to any loans, floor plans, and/or lines of credit to Texoma Auto Auction. I agree to allow Texoma Auto Auction and its representatives to obtain credit information on my company, myself, and my employees to be used in processing my payments to them, either by draft or company check, and also in obtaining updates as deemed necessary by Texoma Auto Auction. The original of this letter will be retained on file at Texoma Auto Auction. Please release this information for their confidential use, as required, until I notify you otherwise. If there is a reasonable fee for this inquiry, I authorize the financial institution to deduct if from my account listed below. Thank you for your cooperation.

Signature of Account Holder

Printed Name of Account Holder

Account Number

Date



Dealer Application

2206 Sheppard Access Rd.
Wichita Falls, TX 76306

940-720-0435
Fax: 940-720-0416

Floorplan Info. (Bank 2)

Bank Name/ Floorplan Co.: _____

Address: _____

City: _____ State: _____

Phone:(_____) _____ Fax:(_____) _____

Contact Person/Dept: _____

Form of payment requested: Cash Check Drafts

(Please Check One)

Mailing Address for Drafts: _____

(Drafting Instructions) _____

To Whom It May Concern:

Through this letter, I hereby give authorization of my financial institution to release information regarding any and all of my banking accounts, including but not limited to any loans, floor plans, and/or lines of credit to Texoma Auto Auction. I agree to allow Texoma Auto Auction and its representatives to obtain credit information on my company, myself, and my employees to be used in processing my payments to them, either by draft or company check, and also in obtaining updates as deemed necessary by Texoma Auto Auction. The original of this letter will be retained on file at Texoma Auto Auction. Please release this information for their confidential use, as required, until I notify you otherwise. If there is a reasonable fee for this inquiry, I authorize the financial institution to deduct it from my account listed below. Thank you for your cooperation.

Signature of Account Holder

Printed Name of Account Holder

Account Number

Date

Limit of Floorplan: \$ _____



Dealer Application References

2206 Sheppard Access Rd.
Wichita Falls, TX 76306

940-720-0435
Fax: 940-720-0416

Auction References:

Auction: _____

Phone Number :(____) _____ how long attended: _____

Auction: _____

Phone Number :(____) _____ how long attended: _____

Relative References:

Relative: _____ Relationship: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Phone:(____) _____

Cell:(____) _____

Personal References: (Someone who has known you for more than 2 years)

Name: _____

Address _____ State: _____ Zip Code: _____

Phone:(____) _____ How long you've known them? _____

Name: _____

Address _____ State: _____ Zip Code: _____

Phone:(____) _____ How long you've known them? _____

I certify that the above information is true and correct to the best of my knowledge. Texoma Auto Auction has my permission to verify my credit rating undersigned authorizes any person named in this Dealer Registration packet to provide any information to Texoma Auto Auction which it deems necessary for approval of this application.

Signature: _____ **Date:** _____

Rules and Regulations (Strictly Enforced)



**Revised
5-17-10**

Texoma Auto Auction Terms and Conditions

1. This is a Dealer's auction. All Dealers must be approved and registered before buying vehicles.
2. Auction ID cards and bidder badges must be used at all times. All dealers are responsible for their own cards. Written notice from an authorized representative must be received to terminate or add a buyer/agent. Dealers are responsible for the conduct of their representatives and guests. Children less than 12 years of age are not allowed anywhere on auction property except in the guest lounge due to safety concerns.
3. All vehicles offered for sale are subject to inspection by state and local authorities, FBI, and national Auto Theft Bureau.
4. All attempts have been made to give correct listing and information of vehicles offered for sale on behalf of selling dealerships. Sales sheets listing dealership's vehicles entered in sales will be available prior to sale. It is the sole responsibility of the buyer to be aware of selling description, announcements, examination of vehicles and to accept vehicles present description. Any and all information written on vehicle's windshields and windows, including but not limited to mileage, year model, and or odometer condition, is for convenience only and the auction is not responsible for its accuracy; it is the buyer's sole responsibility to verify such information.
5. Selling Descriptions:
 - a. "As-Is" – without mechanical or structural guarantee of any kind (including defective/ missing airbags and/or frame condition). All vehicles selling for \$1,500 or less are automatically "As-Is" regardless of any announcements to the contrary from the auction block or regardless of which color light the vehicle was sold on. Vehicles sold "As-Is" can only be subject to arbitration if the vehicle has a reconditioned title, broken odometer/ a mileage discrepancy, or was a lemon law buyback. All vehicles sold for \$1500 or less cannot and will not be arbitrated for any reason. This also includes branded titles, mileage discrepancies, broken odometers, lemon law buybacks, flood damaged vehicles, and any other announcements.
 - i. All vehicles announced as repossessed are "As-Is" unless announced differently by the seller representing the vehicle.
 - ii. All new car trades are "As-Is" unless announced differently by the seller representing the vehicles.
 - iii. All vehicles sold by non-licensed parties will be sold "As-Is". Or if sold on a "Ride and Drive" no arbitration will be accepted after one hour after the sale of the vehicle.



**Revised
5-17-10**

- b. “Ride and Drive” – guarantees engine, transmission, and drive axle with the exception of announced defects or conditions; however, in no event will conditions which, in the sole opinion of the arbitrator, may be corrected for \$300 or less be arbitrated. Any announced conditions regarding a component of a vehicle render that entire component not eligible for arbitration (i.e.: Announcement that a transmission slips going into 4th gear means the entire transmission is not arbitratable.)
 - c. “Yellow Light” means that there is an announcement which would alter a vehicles status from being a “Ride and Drive vehicle”. Any announced conditions regarding a component of a vehicle render that entire component not eligible for arbitration (i.e.: Announcement that a transmission slips going into 4th gear means the entire transmission is not arbitratable.)
6. The following vehicles must be announced at time of sale (However depending on what light the vehicle was sold on could make a vehicle exempt from such announcement):
- a. Reconditioned or Salvage Titles
 - b. Flood Damaged Vehicles
 - C. Frame Altered, Frame or Unibody Damaged Vehicles
 - d. Broken, Replaced or over limit Odometers
 - e. Total Rebuilds
 - f. Missing or Deployed Air Bag
 - g. Missing or non-functional catalytic converters
 - h. Lemon Law Buybacks
- a. Texoma Auto Auction runs Auto Check history reports on every unit that runs through the sale. T.A.A. will not honor any data from another vehicle history check system. Therefore, no vehicle will be accepted at auction that is not reported to the sale by 6:00 pm for that sale, unless the consigner calls before this time to verify the VIN # of the vehicle that will be consigned.
 - b. Texoma Auto Auction will not sell any vehicle that does not have a VIN plate (on the dash) a valid reassigned VIN (subject to inspection by local, state, or FBI authorities) or a VIN # that cannot be completely verified.
 - c. Texoma Auto Auction will not guarantee rear ends of Jeep products and any announced guarantee is strictly between the buy and seller.
 - d. Any guarantees announced by sellers representing vehicles which are over and above those contained in these “Terms and Conditions” are strictly between Buyer and Seller. Texoma Auto Auction shall not be bound by such announcements and Buyers and Sellers will be required to pay all buy and sales fees associated with such transactions whether said transaction is completed or not.

**Revised
5-17-10**

Arbitration: (Failure to request arbitration within the required times automatically converts the vehicle to “As-Is”

- e. Arbitration must be begun no later than 1 hour after the vehicle is sold on the block as evidenced by the sale time of the block ticket.
- f. “Ride and Drive” vehicles purchased on an “if” or “With a call” must be arbitrated within 1 hour after the vehicle is sold as evidenced by the sale time on the block ticket. Failure to submit vehicle to arbitration within this time frame forfeits any right to arbitration.
- g. In no event will conditions which, in the sole opinion of the arbitrator, may be corrected for \$300 or less be arbitrated.
- h. Undisclosed Frame Damage is subject to arbitration no later than 72 hours after sale across the block. Vehicles returned for undisclosed frame damage must be electronically measured by a certified body shop and a written report submitted to the arbitrator. The expense of such measurement shall be paid by the party who less the arbitration. Under no condition will a vehicle be subjected to arbitration of the frame if sold under for 1500 or less.
- i. Warning lights, including but not limited to “check engine”, “ABS”, “air bag” will not be arbitrated.
- j. The decision of the arbitrator is final and binding on both buyer and seller.
- k. Texoma Auto Auction has the power to terminate a sale due to misrepresentation of a vehicle not stated above.

7.

Miles Announced: (are announced on behalf of selling dealerships – Texoma Auto Auction is not responsible for odometer declaration)

- a. Actual Miles – miles not exceeding 99,999
- b. Over – miles exceeding 99,999
- c. Exceeds Mechanical Limits – mileage exceeds the mechanical limits of the odometer and is not guaranteed.
- d. Exempt – vehicles ten years old as of January 1st of the current year are exempt from an odometer statement. Exempt vehicles cannot be arbitrated for broken or replaced odometers or any mileage discrepancy.
- e. TMU – (true mileage unknown) no guarantee of mileage.
- f. Texoma Auto Auction must be notified by buyer on vehicles purchased with unannounced broken odometers within 24 hours after vehicle was sold on the block. After 48 hours, vehicle is not returnable. A broken speedometer, tachometer, or any other gauges cannot be arbitrated unless the odometer does not count mileage.



Dealer Application

Rules and Regulations

**Revised
5-17-10**

8. “IF” Deals (“Will Calls”): - Vehicles auctioned from the block which do not meet minimum reserved prices ma, at the sole discretion of TAA be placed on “IF Deals” (“Will Call”). The following rules apply to “IF Deals” (“Will Calls”):
 - a. If the vehicle was sold with a “ride and Drive”, Buyer shall have one hour after the sale time noted on the block ticket to perform his inspection and/or test drive and submit the vehicle to arbitration, if desire. Failure to submit the vehicle to arbitration within this time frame forfeits Buyer’s right to arbitration and the vehicle becomes “As-Is”.
 - b. TAA will make every effort to contact Sellers and Buyers on “IF Deals” (Will Calls”), however, it is the Buyer’s sole responsibility to contact TAA to determine whether Buyer’s offer was accepted.
9. Texoma Auto Auction assumes no liability for those attending auction and all attending are urged to use caution at all times, especially while vehicles are being moved. Additionally, Texoma Auto Auction is not liable for any damage caused to vehicles by theft, fire, conversion, collision, vandalism, and/or all acts of God. Persons test driving vehicles agree to accept full responsibility for all liability resulting from such action, including but not limited to damage to the driven vehicle, to other persons and property, and agree to identify and hold TAA harmless from any and all claims resulting there from.
10. Vehicles left on Texoma Auto Auction property are at the sole risk and liability of the seller, prior to ale across the block, and thereafter of the buyer if the vehicle is sold, or of the seller if the vehicle did not sell. Vehicles should be removed within 24 hours after the sale. Vehicles remaining more than 3 days after the conclusion of the sale which are not entered in the next sale are subject to towing and storage fees.
11. Any persons found tampering with vehicles in any criminal manor will be turned over to the local police department and automatically banned from the property of Texoma Auto Auction and under no means necessary will be able to do business with Texoma Auto Auction again.
12. In accordance with Texas Transportation Code 520.031, sellers are allowed 20 working days after sale to produce a valid title. After 20 working days, excluding the day the vehicle was sold, buying dealer may contact the auction in writing of its intent to return the vehicle if title is not produced. Auction shall have 7 working days after receipt of such notice to produce title or buyer will be allowed to return vehicle and cancel sale. Seller shall be liable for sales fees on such transactions. When sellers announce “Possible Slow Title” prior to the car being sold, the 20 working day period shall be increased to 45 working days. Sellers shall be responsible for transportation costs both ways on vehicles returned due to inability to produce a title. Buyers are cautioned not to sell or incur expenses on any vehicle purchased prior to receipt of title, as Texoma Auto Auction will not incur any liability to reimburse buying dealer.



13.

Buyer agrees to pay for all vehicles purchased at time of sale in cash or by draft of check if approved by TAA for payment by draft or check. Method of payment is subject to approval solely by TAA.

14.

All sales are recorded on audiotape and/or videotape and reviewed in the event of a dispute. The auctioneer's decision will be final in any dispute. Upon removal of a vehicle from the sale or when 24 hours have elapsed from the time of sale as evidenced by the block ticket, no recourse is available.

15.

The minimum advance bidding increment is \$25 up to \$1,000 ask price and \$50 minimum advance thereafter.

16.

Texoma Auto Auction must be notified in writing, in advance, of Buyer's intent to return vehicle being returned for any reason. Buyer will be solely responsible for all costs and fees associated with the vehicle and its return unless otherwise notified and approved by TAA in writing.

17.

All checks and drafts shall be honored without protest. If any check or draft is returned unpaid for any reason whatsoever, other than title correction, a returned item fee of \$200 will be charged.

18.

Texoma Auto Auction publishes, from time to time, additional Rules and Policies governing the operation of its automobile auction. Such Rules and Policies are also subject to change without notice. Acceptance of these terms and conditions also constitutes acceptance of those rules.

19.

Texoma Auto Auction may amend these terms and conditions at any time without notice. Continuing to buy or sell at Texoma Auto Auction may amend these terms and conditions at any time without notice continuing to buy or sell at Texoma Auto Auction shall constitute acceptance of such changed items and conditions whether or not a new written copy is signed.

By signing this form, and/or entering vehicles for sale/or purchasing vehicles from TAA auctions, you agree to accept the above Terms and Conditions.

Signature

Date



Dealer Application

Title Delivery

2206 Sheppard Access Rd.
Wichita Falls, TX 76306

940-720-0435
Fax: 940-720-0416

Texoma Auto Auction has implemented the following methods used to deliver titles. To ensure receipt of your title(s) in a timely manner by your chosen method, there we offer the following methods from which to choose. Please choose the delivery option that you prefer from the list below. Your choice will become the default method by which all of your title(s) are delivered.

Please Check One:

1. Pick-Up (Recommended) – An authorized agent or I will pick up title(s)
2. First Class Mail (Not Recommended) – There is no cost for this option.
3. Certified Mail (Not Recommended) – There is a \$3 fee per package.
4. Overnight Delivery (Our Account) – There is a \$30 fee per package.
5. Overnight Delivery (Your Account) – Please provide your account # and preferred carrier. Account #: _____

Fed-Ex DHL Lone Star

Signature: _____ Date: _____

Printed Name: _____

Dealer Name: _____ Dealer #: _____

Delivery Address: _____

City: _____ State: _____ Zip Code: _____

FYI: Texoma Auto Auction recommends that you always pick up the titles whenever possible. If you pick up the titles, They cannot be lost in delivery.

In the event that your title(s) are lost when sent to you by your approved method, Texoma Auto Auction will not be responsible for those lost title(s). We will attempt to help you replace your lost title(s), to the extent we are able, but our cost for this effort will be billed to you.



2206 Sheppard Access Rd.
Wichita Falls, TX 76306

940-720-0435
Fax: 940-720-0416

Dealer Application

Often titles we receive are incomplete or have an error. Texoma Auto Auction has found it beneficial for our customer to execute a Power of Attorney authorizing us to sign titles, affidavits, and other title transfer documents or their behalf. If you choose to give us allowance, this form must be notarized to be effective.

Power of Attorney

The undersigned, and/or its subsidiaries hereby duly appoint Texoma Auto Auction, with its primary place of business at: 2206 Sheppard Access Road, Wichita Falls, TX 76306, or any of its subsidiaries, 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 TAA for its auction of the vehicles or pertaining to the purchase of vehicles by the undersigned, including without limitation, any title, title transfer documents, reassignments, and affidavits statements required by federal law.

This POA shall be effective as of the date signed here on behalf of the undersigned and continue until full force and effect until terminated by the undersigned in writing.

This POA supersedes any previous authorization to act as an agent and attorney-in- fact for the undersigned.

Dealership

Signature

Printed Name

Date

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

Public Notary _____ County of _____ State _____

(seal)

Texoma Auto Auction

2206 Sheppard Access Road

Wichita Falls, Texas 76306

Phone: 940-720-0435 Fax: 940-720-0416

Fee Schedule

Sale Price	Buy Fee	Sale Fee
\$0-499	\$50	\$50
\$500-999	\$60	\$60
\$1,000-1,499	\$100	\$100
\$1,500-1,999	\$115	\$125
\$2,000-2,499	\$130	\$150
\$2,500-2,999	\$155	\$170
\$3,000-3,999	\$165	\$180
\$4,000-4,999	\$175	\$190
\$5,000-5,999	\$195	\$210
\$6,000-6,999	\$215	\$230
\$7,000-8,999	\$240	\$250
\$9,000-10,999	\$260	\$275
\$11,000-15999	\$275	\$300
\$16000-UP*	\$300	\$325

*(FOR EVERY \$5000 ADD \$10 TO BUY FEE AND SALE FEE)

DRAFT FEES:
FLAT \$50 per Vehicle (3 Day Sight Draft)

Returned Check
Or Draft Fee = \$100

Storage Fee= \$7 per day, unless vehicle is running in next sale or waiting to be transported by Texoma Auto Auction.

After 30 Days any property is subject to \$7 per day storage.