



APPLICATION FOR PRE-APPROVED DEALER STATUS

APPLICANT MUST INCLUDE COPIES OF: DEALER LICENSE, BUSINESS LICENSE, PROOF OF INSURANCE, AND DRIVER'S LICENSE

Date of Application: _____

APPLICANT INFORMATION:

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

Email: _____

Type of Dealer: New Used Wholesale

Business License #: _____ Exp. Date: _____ (MUST ATTACH COPY)

Dealer License #: _____ Exp. Date: _____ (MUST ATTACH COPY)

Sales Tax #: _____ Federal ID #: _____

Name of Company Owner: _____

SSN #: _____ Driver's License State: _____ Driver's License #: _____

Business Type: Incorporated Partnership Sole Ownership LLC

PAYMENT INFORMATION:

I wish to pay with: Company Check Cash

Bank Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Account #: _____ Bank Phone #: _____

Bank Official's Name: _____

AUTHORIZED BUYERS:

1. Name: _____ Mobile #: _____

SSN #: _____ DOB: _____ Driver's License State / #: _____

2. Name: _____ Mobile #: _____

SSN #: _____ DOB: _____ Driver's License State / #: _____

3. Name: _____ Mobile #: _____

SSN #: _____ DOB: _____ Driver's License State / #: _____

AUCTION(S) WHERE YOU DO BUSINESS:

1. Auction Name: _____ Phone #: _____

2. Auction Name: _____ Phone #: _____

Upon authorization to do business at Driver's Way Auction, the Applicant agrees to abide by all auction policies and procedures.

Signature of Company Owner: _____ Date: _____

Print Name: _____



DRIVER'S WAY AUCTION TERMS AND CONDITIONS

The following represents the terms and conditions of our procedures which you, as bidder, must follow in connection with bidding for the purchase of any Driver's Way vehicle.

1. Bidder must complete and return to Driver's Way the attached Application for Approved Dealer status (the Application). Based on the information received in the Application, Driver's Way will determine whether it meets the criteria to be listed as an approved dealer with Driver's Way. If your Application is not approved, you may still bid and purchase vehicles at the auction, but payment must be received in full by Driver's Way prior to removing the vehicles from the sales lot. Failure to pay for any vehicle(s) purchased will automatically revoke you privileges to bid at any Driver's Way auction.
2. By bidding on any vehicle, Bidder represents that it is a licensed and insured (bonded) automobile dealer. By bidding on any vehicle, Bidder also represents that at any time it bids, its license and insurance (bond) have not been revoked, terminated, suspended or otherwise adversely affected as of that date and that the bidder knows of no pending matters which would adversely affect its license and/or insurance (bond). In the event the license of an approved dealer is revoked, suspended, terminated, or otherwise adversely affected dealer/bidder agrees and understands that its privilege to bid at any Driver's Way auction is automatically terminated.
3. Bidder understands and agrees that any vehicles purchased at the auction will be sold by Driver's Way "AS IS" and "WITH ALL FAULTS".
4. Bidder understands that this is not an absolute sale and that selling dealer reserves the right to accept or reject any bid for any reason. In addition, if the floor price at which selling dealer is willing to sell is not reached, Driver's Way may give top bidder the first option to meet selling dealer's floor price.
5. Bidder agrees that if it is the successful bidder, that it will remit payment to selling dealer in the form of a certified check, cash, company check, or non-reversible wire transfer of the funds into a specified selling dealer account. Bidder is expected to make payment in full on its bid on the day of sale. Bidder further agrees that Driver's Way is under no obligation to and will not release any of the above vehicles until full payment has been made.
6. Bidder understands it has two (2) business days from the date of the sale in which to remove any vehicles from the selling dealer's lot. Otherwise, in addition to any other remedies it may have, Driver's Way may remove such vehicle to bidder's facility or to storage lot facility of Driver's Way choice. Whether Driver's Way or bidder moves such vehicles, all freight expenses, storage, transportation expenses or any other expenses involved in transporting any vehicles are sole responsibility of the bidder.
7. Driver's Way agrees that if the bidder is the successful bidder, Driver's Way will submit to bidder any documentation required by law, including the signed title and a properly signed odometer statement for each vehicle purchased.
8. This agreement can be terminated by either party upon written notice delivered to other party at the last known address of such party. Termination will be effective on the date on such notice.
9. The bidder bears full responsibility for actions rendered by authorized buyers via bidder's allowance of said individuals to use company's license. It is the bidder's responsibility to inform selling dealer of any changes via letter regarding authorized buyers. Full liability still remains with the bidder regarding the use of bidder's license number and bidder number.
10. Participants of the auction understand and agree to pay, in addition to winning bid, a buyer's premium on all purchases. The total price (accepted bid and buyer's premium) shall be paid to Driver's Way at the designated location on their property on the day of the auction. Failure to make payment does not release purchase or its obligation to pay of the additional penalties mentioned in this letter (i.e. legal fees, collection of delinquent accounts, etc.)
11. Should bidder breach or default in any of the provisions of the Agreement, and should Driver's Way employ an attorney to enforce any provision hereof or to collect damages for bidder's breach of this Agreement, bidder agrees to pay such reasonable attorneys' fees, costs, and expenses that Driver's Way may incur or expend therein.

If the above terms and conditions are satisfactory to you, and the representations made with respect to proper licensing and insurance (bonding) are met, sign and date below.

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

Print Name: _____