2970 Hwy 78 SE - Loganville, GA 30052
Main 470-552-1032
Web Site – www.aeautoauction.com
Email – info@aeautoauction.com

Dealer Registration Package

You will need the following items:

1. Completed Dealer Application Packet
2. Copy of Dealer License
3. Dealers 12-Digit Number for Titles
4. Copy of Sales Tax Certification Form
5. Copy of ALL Authorized Individuals Driver License
6. Bank Verification Letter
7. Voided Business Check (if you plan to write checks)
8. Copy of Federal Tax ID (EIN)

If you have any question, please feel free to call Brian Arthur @ 470-552-1032

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DEALER AUCTION RULES

Payment is expected at the time of the sale, so do not bid if you cannot pay. There is a 3% convenience fee charged for all credit cards & debit cards

1. This Auction complies with all State and Federal Laws. All dealers: must be licensed by their State and registered with this auction prior to doing business.
2. You will need to register and obtain a BIDDER BADGE in the office; Bidder Badges must always be worn while on property and only registered bidders can bid.
3. Must have a valid Driver's License.
4. All dealers must be registered and approved before entering the auction floor.
5. Children under 16 years of age are not allowed at the auction.
6. Dealers are responsible for the actions of their employees, representatives, and guests.
7. All returned checks will be charged a $100.00 returned check fee.
8. A $100.00 late fee will be added to each deal not paid for with in (3) three business day of the sale.
9. A $30.00 floor plan processing fee is added to each deal.
10. A $30.00 on-line fee will apply to each vehicle purchased on on-line.
11. All buyers are responsible for thoroughly checking out purchased vehicles and either pay for the vehicle or put the vehicles in Arbitration within ONE hour. Do not leave the sale until you have gotten a decision from Arbitration.
12. No vehicle will be offered for sale without a VIN plate attached in the designated area. The Auction reserves the right to refuse the sale of any vehicle in which the identification plate appears altered in anyway. Such vehicles may be subject to seizure.
13. All purchases must be paid for on sale day/day of purchase. All fees for all services are due on the day of the sale or fees will be deducted from the sale proceeds at the time of transactions are settled.
14. It is the SELLERS obligation to correct any error made by the auction as to announced conditions.
15. It is the BUYERS obligation to watch lights and listen to announced conditions.
16. All police cars, taxi cabs, municipal vehicles, fire cars, flood cars, frame damage, previous salvage or salvage title must be called on block.
17. The auction does not guarantee the year of any foreign vehicle, house trailer, motor home, boat, boat motor, antique vehicle, dune buggy, or motorcycle. Satisfy yourself BRFORE settlement, as the auction will not become involved in any subsequent dispute.

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18. Motor home, dune buggy, etc., seller must announce the year of the chassis and the year of the unit from the auction block.
19. The auction does not guarantee ANY warranty.
20. All vehicles purchased must be removed from the property with 48 hours of the date of sale. Vehicles left over 48 hours from the date of sale will incur a storage fee of $15.00 per day.
21. Any vehicle left on the lot for over 30 days will be sold for storage and abandonment.
22. Diesel conversions must be announced. If not, the buyer has the right to turn down.
23. All vehicles are subject to inspection by the National Auto Theft Bureau, FBI, GBI, or any other enforcement agency.
24. To sell a vehicle with true miles unknown (TMU), you must either have the title present, or call the miles over 100,000 and true miles unknown from the block.
25. It is the buyer's responsibility to find out if an "IF" or "CALL" bid was accepted.
26. All transactions conducted on **ATLANTA EAST AUTO AUCTION** property must go through our office. This includes OUTSIDE SALES. Any dealer found in violation of this policy will be subject to having his/her Auction privileges suspended.
27. All vehicles must have a gate pass before leaving the premises. Gate passes are only issued during office hours. Vehicles are subject to a truck and interior inspection prior to leaving the auction lot.
28. All vehicles are consigned at the owner's risk. The auction is NOT liable for theft or damage to any vehicle left at the auction. Sellers are advised to remove personal property, cellular phones etc. from their vehicles prior to checking in the vehicle.
29. Auction Management reserves the right to refuse service to anyone.
30. Please have your vehicles on the premises as early as possible. Vehicles must be represented accurately and fairly. Unsafe vehicles will be towed across the auction block.
31. Title discrepancies must be brought to the auction's attention ASAP.
32. To the best of the seller's knowledge, condition, description, known defects, mileage and disclosure statement relating to the accurate and fully disclosed.
33. We are not responsible for titles lost in the mail. If you would like us to hold your titles at the auction for you to pick up, please let a member of our staff know.

The above auction rules for subject to change without notice.

Dealer Signature _____ DATE _____

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PAYMENT

1. All purchases must be paid for on the day of the sale, utilizing an approved Dealership business check, or a Money Order or cash. The only exception to the above will be pre-approved floor planning add a $**30.00 processing fee** and Credit Cards add a 3% fee.
2. No checks or funds will be issued to the seller for a sold vehicle until a negotiable title has been submit to the auction.
3. Under NO, circumstance shall any Dealer stop payment on a check.
4. A $100.00 late fee will be added to each deal not paid for with in (3) three business day of the sale.

IF SALES:

If the seller announces that the vehicle will be sold on an "If/Call" basis after the bidding concludes, the Buyer may reject the sale at the block or accept the "If/Call" sale and be obligated to purchase the vehicle. It is the Buyers responsibility to verify any "If/Call" sale resolution. If the sale price and/or fees are adjusted in anyway the current light is VOIDED and becomes red light "AS-IS". Ride & Drive "If/Call" sales the buyer MUST check out the vehicle within 1 hour of the conclusion of that night's sale. Once the Seller has accepted the buyer offer the sale is binding and is final. No Arbitrations will be accepted after the 1-hour time frame has passed.

LIGHT SYSTEM

It is the seller's responsibility to make the proper announcements and ensure that the appropriate lights are lit, it is the buyer's obligation to watch and listen to the announced conditions. The Auction disclaims any obligation for administrative errors, which result in inaccurate announcements.

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LIGHT RULES

1. RED LIGHT: AS-IS No guarantees, YOU OWN IT REGARDLESS!
2. YELLOW LIGHT: LISTEN CLOSLEY!!, Important information is being disclosed
3. GREEN LIGHT: You can test drive the vehicle within the parking lot.
4. Blue Light "Title Attached": Title is absent

The following are the only Arbitration reasons!

a) Internal Engine b) Transmission/Transaxle

c) Differential d) Odometer

Any repairs must exceed $500.00 to repair. Buyer has 1 hours after the purchase to arbitrate any issues. There is NO ARBITRATION for any off the block sales. No Arbitrations will be accepted after the 1-hour time frame has passed.

GREEN LIGHT: "Ride and Drive"

1. Seller declares that the vehicle is mechanically sound and subject to all arbitration policies. Seller represents that there are no major defects in the internal parts of the engine, transmission, and rear end exceeding $500.00 to repair.
2. Selling dealer must announce any item subject to arbitration, when these items are announced; they are no longer subject to arbitration. All other items not announced may be arbitrated if they fall in arbitration guidelines.
3. "Major damage history / total loss must be announced"

RED LIGHT: "AS–IS"

The following conditions represent an "AS–IS" sale and are not subject to arbitration for any reason, except odometer discrepancies, frame/uni-body and mandatory announcements.

1. All vehicles sold under 3,000.00
2. All vehicles 10 years old and older.
3. Vehicles that have more than 125,000 miles.

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4. All miscellaneous vehicles such as boats, campers, taxi's, motorcycles, dune buggies, trailers, jet skis, antique cars, snowmobiles. These items are exempt from arbitration for frame/uni-body damage, mileage/hours, and year model. These vehicles are sold "AS-IS".
5. Sellers must use the light system and make the necessary announcements to properly identify the following:
    a. Frame damage, excessively rusted or rotted frames. (sold "AS-IS")
    b. Flood, fire, salvage, reconstructed, antiques (1980 or older), clip cars, motorcycles, boats, and trailers must be announced and sold "AS-IS".
    c. Gas/Diesel conversions.
    d. TMU – True miles unknown, will be sold "AS-IS".
    e. "Lemon-Law" vehicles sold "AS-IS".
    f. Police cars and Taxi's sold "AS-IS".

All vehicles towed through the block must be sold "AS-IS", and are not subject to arbitration for any reason

Blue Light "Title Attached"

Assignable title dose not accompany the vehicle; seller has 30 business days to provide an assignable title to the auction. Buyer is cautioned not to spend money on, not to excessively drive, and not to sell any "Title Attached" vehicle until the title is received by the auction. Auction must be notified 24 hours prior to the vehicle being returned. If the Auction receives title within 24 hours, the sale is still binding. If the title has been mailed by the auction, buyer cannot return vehicle. The Auction will not be responsible for any transportation or other expenses associated with a returned vehicle.

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DEALERS APPLICATION

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

OFFICE PHONE # _____FAX# _____ CELL # _____

E-MAIL ADDRESS _____

STATE LICENSE # _____ SALES TAX # _____

12 DIGIT MASTER TAG # _____

FEDERAL ID # _____ Or Social Security #_____

DATE FIRM WAS ORGANIZED _____

INCORPORATED _____ PARTNERSHIP _____ SOLE OWNERSHIP _____

TYPE OF DEALER: NEW _____ USED _____ WHOLESALE _____ PARTS _____

I WISH TO PAY BY: DRAFT _____ CHECK _____ CASH _____

CREDIT CARD _____

REFERENCES BANK NAME _____
ADDRESS _____ CITY _____ STATE _____ ZIP_____

CONTACT NAME _____ ACCT # _____

DO YOU FLOOR PLAN CARS? _____ IF YES, WITH WHOM? _____

I AM INTERESTED IN: BUYING _____ SELLING _____ BOTH _____

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OWNER INFORMATION

RESIDENCE ADDRESS _____

YEARS LIVED AT THIS ADDRESS _____ RESIDENCE PHONE # _____

OTHER AUCTIONS YOU HAVE ATTENDED

NAME _____ PHONE _____

NAME _____ PHONE _____

NAME _____ PHONE _____

PLEASE READ AND INITIAL UPON AUTHORIZATION TO CONDUCT BUSINESS AT **ATLANTA EAST AUTO AUCTION**, THE APPLICANT AGREES TO ABIDE BY ALL AUCTION POLICIES AND PROCEDURES SPECIFICALLY THOSE CONCERNING TAMPERING, SALVAGE AND REBUILT VEHICLES. INITIALS _____

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AUTHORIZED REPRESENTATIVES

DATE _____

COMPANY NAME _____

DEAR DEALER,

IN ORDER FOR US TO PROVIDE ADDITIONAL SECURITY AGAINST UNAUTHORIZED ENTRANTS TO THE **ATLANTA EAST AUTO AUCTION**, WE REQUEST THAT YOU INCLUDE THE NAMES OF YOUR AUTHORIZED SALES REPRESENTATIVES. THESE NAMES WILL BE AUTHORIZED TO BUY WITH CHECKS AND/OR DRAFTS. PLEASE NOTE THAT YOU BEAR FULL RESPONSIBILITY FOR THEIR ACTION AT **ATLANTA EAST AUTO AUCTION** BY ALLOWING THEM TO USE YOUR LICENSE.

1. AUTHORIZED REPRESENTATIVE (Please print full name): _____

   DRIVERS LICENSE#: _____

   CONTACT PHONE #: _____

   SIGNATURE: _____

2. AUTHORIZED REPRESENTATIVE (Please print full name): _____

   DRIVERS LICENSE#: _____

   CONTACT PHONE #: _____

   SIGNATURE: _____

3. AUTHORIZED REPRESENTATIVE (Please print full name): _____

   DRIVERS LICENSE#: _____

   CONTACT PHONE #: _____

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SIGNATURE: _____

AGREEMENT

This agreement (herein after referred to as the "Agreement") is made and entered into on the _____day of _____, _____, between **ATLANTA EAST AUTO AUCTION**,

and _____ Whose address for mailing notices is _____ Sole Proprietorship / Corporation of the State of Georgia (herein after referred to as "Dealer"); and **ATLANTA EAST AUTO AUCTION**, a corporation organized under the laws and regulations of the State of Georgia or _____. In consideration for good and valuable consideration, the Dealer herby represents, covenants, warrants and agrees to **ATLANTA EAST AUTO AUCTION**, as follows:

a) Dealer is presently licensed to sell new and/or used automobiles and in good standing under the laws of the State of Georgia as they may regulate such activity.

b) Dealer has never been known as or been incorporated or carried on business or trade under or used any name other than the name appearing on the first page of this Agreement.

c) Dealer shall not change its name, its principal place of business or its chief executive officer without having given **ATLANTA EAST AUTO AUCTION**, at least thirty (30) days prior certified written notice thereof.

d) Dealer warrants that the transfer of any funds pursuant to this Agreement shall be considered to be made a contemporaneous exchange for payment of a debt incurred in the ordinary course of business or financial affairs of the Dealer and made according to ordinary business terms. Dealer further warrants that the transfer is intended to create a constructive trust as to any such funds.

e) Dealer warrants and acknowledges that at no time does **ATLANTA EAST AUTO AUCTION**, waive its right to reclamation under any circumstance. Any transfer of vehicles by Dealer without full and complete payment by the Dealer shall conclusively presume intent to misrepresent a material fact.

Should Dealer fail to tender cash or certified payment upon any vehicle or vehicles purchased through **ATLANTA EAST AUTO AUCTION**, then **ATLANTA EAST AUTO AUCTION** shall have the right at any time or times to:

(1) immediately bring an action for the full price along with consequential damages; or

(2) within ten (10) days written demand upon Dealer, reclaim the vehicle from the dealer and then sell, lease or otherwise dispose of the vehicle(s) without advertisement or publication (unless required by law) at public or private sale for cash, upon credit or upon such other terms as **ATLANTA EAST AUTO AUCTION** deems

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advisable in its sole discretion and bring action for any deficiency along with all consequential damages. Dealer specifically waives any right to notification of sale or disposition. Dealer further agrees that any action it may bring against **ATLANTA EAST AUTO AUCTION** for possession or non-delivery shall be limited to the amount of purchase price of the vehicle, if accepted, less auction costs and liquidated amount of one hundred dollars. Dealer further agrees that any action it may bring against **ATLANTA EAST AUTO AUCTION** breach of warranty shall be a liquidated amount of one hundred dollars. In any action brought by or against Dealer, Dealer specifically waives any claim for consequential damages. The Dealer submits to the jurisdiction of Gordon County, Georgia as to any action or proceeding arising out of or related to any legal or equitable claim which **ATLANTA EAST AUTO AUCTION** may have against the Dealer, including but not limited to the purchase or payment of automobiles from **ATLANTA EAST AUTO AUCTION** and agrees not to bring action or proceeding arising out of or relating to any legal or equitable claim which **ATLANTA EAST AUTO AUCTION** may have against the Dealer, including but not limited to the purchase or payment of automobiles from **ATLANTA EAST AUTO AUCTION** in any other court. Each party waives any defense of inconvenience forum to the maintenance of any action or proceeding so brought. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law.

Should the Dealer become liable to **ATLANTA EAST AUTO AUCTION, ATLANTA EAST AUTO AUCTION** shall be entitled to attorney's fees of no less than fifteen percent (15%) of the principal and interest due and owing expenses in exercising any of the rights, remedies, powers or privileges provided hereunder.

I, _____further personally guaranty individually and equally bind any obligation hereunder upon the heirs, executors, administrators, successors and assigns.

Owners Signature _____ DATE _____

State of **Georgia** County of _____

Subscribed and sworn to before me this _____ day of _____, _____ before me the undersigned notary, personally appeared _____ proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntary for its stated purpose.

Signature of Notary Public: _____ (seal)

Print of Notary Public: _____

My Commission Expires: _____

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TITLE DELIVERY

DATE _____

COMPANY NAME _____

I, _____UNDERSTAND AND AGREE THAT I WILL NOT SPEND ANY MONEY ON PURCHASED VEHICLES FROM **ATLANTA EAST AUTO AUCTION**, BEFORE RECEIVING PROPER DOCUMENTS.

I ALSO UNDERSTAND AND AGREE THAT ANY MONEY SPENT WILL BE FORFEITED IN THE EVENT PROPER DOCUMENTS CANNOT BE DELIVERED AND VEHICLE MUST BE RETURNED TO **ATLANTA EAST AUTO AUCTION**.

PRINTED NAME OF OWNER _____

SIGNATURE OF OWNER _____

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TITLE CLERK AUTHORIZATION

STATE OF _____ COUNTY OF _____

I, _____, (consignor) do hereby duly authorize **ATLANTA EAST AUTO AUCTION** and/or its employees to act as our Agent to sign all papers and documents that may be necessary to the sale and subsequent title transfer of the vehicles owned by consignor and consigned to **ATLANTA EAST AUTO AUCTION** for sale including without limitation any title, title transfer documents, reassignment or odometer disclosure statements as required by federal or state law. In consideration of **ATLANTA EAST AUTO AUCTION** agreement to execute such documents on Consignor's behalf from time to time, Consignor shall indemnify, defend and hold harmless **ATLANTA EAST AUTO AUCTION**, its affiliates, subsidiaries, officers, directors, employees, successors and assigns from any and all loss, damages, liabilities, claims, causes of action and expenses of whatever kind and nature arising from the execution transfer of ownership of any consigned vehicle of the execution by **ATLANTA EAST AUTO AUCTION** or its employees or against any certificate of title, odometer statement, bill of sale or other document necessary to transfer ownership of a consigned vehicle. Notwithstanding the foregoing, nothing contained herein shall be construed to require Consignor to indemnify **ATLANTA EAST AUTO AUCTION** from any loss resulting from any gross negligence or to indemnify **ATLANTA EAST AUTO AUCTION** or its employees or agents. Consignor further agrees to guarantee and save the authorities of any state requested process such transfer of title from all responsibility with respect to this Title Clerk Authorization.

Printed Name of Consignor _____

Signature of Consignor _____

Date _____

Printed Name of ATLANTA EAST AUTO AUCTION Employee _____

Signature of ATLANTA EAST AUTO AUCTION Employee _____

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Date_____

Bank Verification

Dealer- Please complete the top portion of this form and sign and forward to your bank.

Dear Credit Department Officials:

I hereby authorize you to release information on my account with your bank to **ATLANTA EAST AUTO AUCTION**. This information will be requested from time to time, so they may better serve my need to buy and sell vehicles through their auction. The original of this request will be retained by them and you may release this information for their confidential use, as requested until I notify you to the contrary.

Thank you for your courtesy and assistance regarding this request.

Bank Name _____ Dealership _____

Bank Address _____ Principal on Account _____
City, State, Zip _____ Account # _____

Bank Phone # _____ Bank Fax # _____

Release of Confidential Information Authorized by_____

****

Account Officer Your bank has been designated by the automobile dealer above as his principal banking reference to honor the dealers request to grant him check or draft privileges. We need to establish the dealer's financial responsibility. We would greatly appreciate your assistance in providing us with your evaluation of the account listed above. This information will be held strictly confidential.

Type of Account
_____ Checking
_____ Savings
_____ Other

Does Customer Issue Insufficient Checks?
_____ Yes
_____ No

Date Account Opened
_____

Experience:
_____ Satisfactory
_____ Unsatisfactory

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Signature of Account Officer _____ Bank Stamp _____ Date: _____

Fee Sheet

FEE ARE SUBJUST TO CHANGE WITH OUT NOTICE

See office for more details:

Other Fees That May Apply:
Title Absent Fee: $30.00 (Will apply after 30 days)
Return Check Fee: $100.00
Storage Fee: $15.00 (per day) after the 48 from sale
Regular Mail Fee: $5.75 / Certified Mail Fee: $10.00
Dealer Return Fee $175.00

Recon Fee's	
Cars and Light Duty Trucks (Full Detail, Wash, Vac, Tire Shine, Carpets)	$85.00
Heavy Duty Trucks & SUV's (Full Detail, Wash, Vac, Tire Shine, Carpets)	$100.00
Motor Home & Campers or 5th Wheel (Full Detail, Wash, Vac, Tire Shine, Carpets)	$150.00
Watercraft	Call of Details
Mini Detail (Wash, Vac, Tire Shire)	$45.00

Locksmith (Cost of key plus $10.00 per vehicle)
Battery (Cost plus $20.00)

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Dealer Buyer Fee		
$ -	$ 299.00	$ 85.00
$ 300.00	$ 699.00	$ 110.00
$ 700.00	$ 999.00	$ 145.00
$ 1,000.00	$ 1,499.00	$ 175.00
$ 1,500.00	$ 1,999.00	$ 185.00
$ 2,000.00	$ 2,999.00	$ 205.00
$ 3,000.00	$ 3,999.00	$ 225.00
$ 4,000.00	$ 4,499.00	$ 235.00
$ 4,500.00	$ 5,999.00	$ 250.00
$ 6,000.00	$ 6,999.00	$ 260.00
$ 7,000.00	$ 7,999.00	$ 280.00
$ 8,000.00	$ 8,999.00	$ 295.00
$ 9,000.00	$ 10,999.00	$ 310.00
$ 11,000.00	$ 12,999.00	$ 335.00
$ 13,000.00	$ 15,999.00	$ 355.00
$ 16,000.00	$ 18,999.00	$ 380.00
$ 19,000.00	$ 20,999.00	$ 410.00
$ 21,000.00	$ 23,999.00	$ 435.00
$ 24,000.00	$ 26,999.00	$ 505.00
$ 27,000.00	$ 29,999.00	$ 550.00
$ 30,000.00	$ 39,999.00	$ 590.00
$ 40,000.00	UP	$ 650.00

Dealer Saller Fee		
$ -	$ 800.00	$ 100.00
$ 801.00	$ 999.00	$ 110.00
$ 1,000.00	$ 1,499.00	$ 135.00
$ 1,500.00	$ 2,499.00	$ 145.00
$ 2,500.00	$ 3,999.00	$ 165.00
$ 4,000.00	$ 4,999.00	$ 175.00
$ 5,000.00	$ 5,999.00	$ 200.00
$ 6,000.00	$ 6,999.00	$ 210.00
$ 7,000.00	$ 8,999.00	$ 220.00
$ 9,000.00	$ 11,999.00	$ 235.00
$ 12,000.00	$ 15,999.00	$ 265.00
$ 16,000.00	$ 19,999.00	$ 305.00
$ 20,000.00	$ 24,999.00	$ 355.00
$ 25,000.00	$ 29,999.00	$ 455.00
$ 30,000.00	$ 30,999.00	$ 505.00
$ 31,000.00	$ 31,999.00	$ 555.00
$ 32,000.00	$ 32,999.00	$ 605.00
$ 33,000.00	$ 33,999.00	$ 655.00
$ 34,000.00	$ 34,999.00	$ 705.00
$ 36,000.00	$ 36,999.00	$ 800.00
$ 37,000.00	$ 37,999.00	$ 850.00
$ 38,000.00	$ 38,999.00	$ 900.00
$ 39,000.00	$ 39,999.00	$ 950.00
$ 40,000.00	UP	$ 1,000.00