

# CLARKSVILLE AUTO AUCTION, INC.

247 Needmore Road - P.O. Box 30485 - Clarksville, Tennessee 37040-0009 - Phone 931.647.5700

(Hereinafter Referred to as Auction)

Date \_\_\_\_\_

Name of Dealer: \_\_\_\_\_ Telephone: \_\_\_\_\_  
(Hereinafter referred to as Dealer)

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## BUSINESS INFORMATION

TAX # \_\_\_\_\_

Is the Dealer an: Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_  
if so what state incorporated

List of owners, officers and representatives:

Name: \_\_\_\_\_ Title \_\_\_\_\_ Home Tele # \_\_\_\_\_

Home Address: \_\_\_\_\_ S.S.# \_\_\_\_\_

Name: \_\_\_\_\_ Title \_\_\_\_\_ Home Tele # \_\_\_\_\_

Home Address: \_\_\_\_\_ S.S.# \_\_\_\_\_

Name: \_\_\_\_\_ Title \_\_\_\_\_ Home Tele # \_\_\_\_\_

Home Address: \_\_\_\_\_ S.S.# \_\_\_\_\_

When was Dealer Organized \_\_\_\_\_ Dealers License No. \_\_\_\_\_

Do you expect to: Buy \_\_\_\_\_ Sell \_\_\_\_\_

If you expect to buy, will you pay by: CASH \_\_\_\_\_ CHECKS \_\_\_\_\_ ( Subject to Auction Approval)

Type of Dealer: Franchised  Used  Wholesale  Retail  If Franchised Make of Car Sold \_\_\_\_\_

## CREDIT INFORMATION

Bank: \_\_\_\_\_ Address: \_\_\_\_\_

Name of Official: \_\_\_\_\_ Account# \_\_\_\_\_ Credit or FP Limit \$ \_\_\_\_\_

How Long Doing Business \_\_\_\_\_

Finance Company \_\_\_\_\_ Address \_\_\_\_\_

Name of Official \_\_\_\_\_ Credit or Floor Plan Limit \$ \_\_\_\_\_

How Long Doing Business \_\_\_\_\_

If you have done business with either of the above for less than three years, give previous institution(s) name and address.

Bank \_\_\_\_\_ Finance Company \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

## REFERENCES

Other Auction You Attend \_\_\_\_\_ How Long Registered \_\_\_\_\_

Other Auction You Attend \_\_\_\_\_ How Long Registered \_\_\_\_\_

Other Auction You Attend \_\_\_\_\_ How Long Registered \_\_\_\_\_

(OVER)

**AUTHORIZED REPRESENTATIVES**

The following person or persons are duly authorized to buy and sell automobiles, to execute bills of sales, assignments of titles and warranties of titles on behalf of Dealer. The authority of the following persons to act on behalf of Dealer shall continue in force and effect until terminated by Dealer in writing to the Auction. Dealer does hereby guarantee all transactions made by such persons.

Representative \_\_\_\_\_ Sample Signature \_\_\_\_\_

Authorized to sell cars  Yes  No  
 Authorized to sign checks  Yes  No  
 Authorized to sign drafts  Yes  No

Officer or Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Representative \_\_\_\_\_ Sample Signature \_\_\_\_\_

Authorized to sell cars  Yes  No  
 Authorized to sign checks  Yes  No  
 Authorized to sign drafts  Yes  No

Officer or Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Representative \_\_\_\_\_ Sample Signature \_\_\_\_\_

Authorized to sell cars  Yes  No  
 Authorized to sign checks  Yes  No  
 Authorized to sign drafts  Yes  No

Officer or Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

**GUARANTY**

In consideration of Auction allowing Dealer to buy and sell motor vehicles through Auction, the undersigned, whether one or more, personally covenant, guarantee and warrant that the title to each vehicle sold by Dealer through Auction will be good and will be free and clear of all liens and encumbrances, whatsoever. The undersigned unconditionally agrees to reimburse Auction for any loss, damage, expense or costs, including attorney's fees incurred by Auction as a result of breach of the foregoing warranty of title as to any such motor vehicle.

The undersigned further guarantees full payment of any debts of dealer to Auction, including any checks or drafts issued by Dealer or any of dealer's representatives, together with any loss or expense incurred by Auction in collecting or attempting to collect such debt, including attorney's fees.

The undersigned acknowledges that 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 guarantee is to be a continuing guaranty and the undersigned hereby waives notice of acceptance of this guaranty and presentment, demand, protest and any notice of non-payment or dishonor. The undersigned shall be liable as principle debtor and not merely as surety, and the bankruptcy or any assignment in favor of Creditors of Dealer shall not effect the enforceability of this agreement.

This instrument shall bind the respective heirs, executors, administrators and assigns of the undersigned and shall enure to the benefit of Auction, its successors, assigns and subrogees.

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

(IN WHITNESS WHEREOF) the undersigned have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
WITNESS  
 \_\_\_\_\_  
WITNESS  
 \_\_\_\_\_  
WITNESS



BLANKET CERTIFICATE OF RESALE

CLARKSVILLE AUTO AUCTION

TO: P. O. Box 30485  
Clarksville, TN 37040  
Vendor

The undersigned hereby certifies that the merchandise purchased on each order we shall give, and until this notice is revoked by us in writing, is purchased for  
( ) Resale as tangible personal property, or resale of a service subject to tax.  
( ) A component part of an article to be produced for sale by manufacturing, assembling, processing, or refining.  
( ) Rental or leasing of tangible personal property.  
( ) Use in accordance with the provisions of Rule No. 68. (A copy of the letter must be given to the vendor.)

(Indicate the purpose for which the property is bought when no Sales or Use Tax is to be collected.)

Sales Tax Registration Number \_\_\_\_\_ Name of Dealer \_\_\_\_\_

of Purchaser \_\_\_\_\_ By: \_\_\_\_\_

Date \_\_\_\_\_ Address \_\_\_\_\_

WARNING

This Certificate must be completed and signed before it is valid.  
The vendor must know, within the use of ordinary care, that the merchandise obtained upon this certificate of resale is that normally sold by the vendee in his usual course of business. Vendors failing to exercise such care will be held liable for the Sales Tax due upon such purchases.  
Any merchandise obtained upon this resale certificate is subject to the Sales and Use Tax if it is used or consumed by the vendee in any manner, and must be reported and the tax paid thereon direct to the Department of Revenue.  
SECTION 67-3041 OF THE "TENNESSEE CODE ANNOTATED" MAKES IT A MISDEMEANOR TO MISUSE A CERTIFICATE OF REGISTRATION WITHOUT PAYING THE SALES AND USE TAXES, AND SUBJECTS THE CERTIFICATE TO REVOCATION.

**CLARKSVILLE AUTO AUCTION, INC.**

247 Needmore Road ■ P.O. Box 30485 ■ Clarksville, Tennessee 37040-0009 ■ Phone: (931) 647-5700

Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen:

I hereby authorize you to release the necessary credit information to this auction to enable us to do business there with our business checking account.

ACCT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your prompt attention in answering their attached letter will be greatly appreciated.

Sincerely,

\_\_\_\_\_  
\_\_\_\_\_

**FOR DEALERS ONLY**



# CLARKSVILLE AUTO AUCTION

247 NEEDMORE ROAD • PO BOX 30485 • CLARKSVILLE, TENNESSEE 37040-0009

PLEASE FILL OUT COMPLETE INFORMATION ON OWNERS, OFFICERS AND REPRESENTATIVES.  
USE SEPERATE SHEET WHEN NECESSARY.

HAVE OWNERS OR OFFICRR SIGN BELOW EACH REPRESENTATIVE ON BACK OF APPLICATION.

MUST INCLUDE WITH APPLICATION:

A COPY OF DEALERS LICENSE

A COPY OF EACH SALESMAN LICENSE THAT WILL ATTEND OUR AUCTION

A COPY OF THE DRIVERS LICENSE FOR EACH PERSON LISTED ON APPLICATION

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1-800-969-4920 • 931-647-5700 • FAX 931-645-3973

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CLARKSVILLE AUTO AUCTION  
 BUY & SELL FEES  
 EFFECTIVE 01/01/2016

<u>GROSS SELLING PRICE</u>	<u>BUY FEE</u>
\$ 0 - 299.99	75.00
300 - 999.99	85.00
1000 - 1499.99	100.00
1500 - 1999.99	125.00
2000 - 2499.99	135.00
2500 - 2999.99	145.00
3000 - 3999.99	155.00
4000 - 4999.99	175.00
5000 - 5999.99	185.00
6000 - 9999.99	200.00
10000 - 14999.99	225.00
15000 - 19999.99	250.00
20000 AND UP	275.00

LEASE BUY FEE

0 - 2999.99	150.00
3000 - 14999.99	250.00
15000 - 19999.99	275.00
20000 AND UP	300.00

INTERNET BUY FEE 25.00

<u>GROSS SELLING PRICE</u>	<u>SALE FEE</u>
\$ 0 - 249.99	50.00
250 - 499.99	80.00
500 - 999.99	95.00
1000 - 1499.99	125.00
1500 - 1999.99	135.00
2000 - 2999.99	150.00
3000 - 3999.99	160.00
4000 - 4999.99	170.00
5000 - 5999.99	180.00
6000 - 6999.99	190.00
7000 - 7999.99	210.00
8000 - 8999.99	220.00
9000 - 9999.99	230.00
10000 - 10999.99	250.00
11000 - 11999.99	260.00
12000 - 12999.99	270.00
13000 - 13999.99	280.00
14000 - 14999.99	290.00
15000 - 15999.99	300.00
16000 - 16999.99	310.00
17000 - 17999.99	320.00
18000 - 18999.99	330.00
19000 - 19999.99	340.00

\$10.00 PER THOUSAND  
 FROM 20000.00 AND UP