



1305 West Outer Road
P O Box 731
Moberly MO 65270
Office: 660-263-3336
www.moberlyautoauction.com
register@moberlyautoauction.com
Wednesdays @ 5:30 PM

Business Name: _____

Street Address _____

City _____ ST _____ Zip _____

Dealer License # _____ Year's in business _____

Business Phone # _____

Business Email _____

>>>> IF MORE THAN ONE BUSINESS OWNER, PLEASE LIST INFO ON THE BACK <<<<<

Owners Info:

Owners Name: _____

Home Address _____

DOB _____ SSN _____

Driver License # _____ State _____

Email _____ Cell # _____ Carrier _____

Bond Insurance Information

Bond Insurance Company: I will need a copy

Address:

City: _____ State: _____ Zip: _____

Bank Info



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Bank Name _____ Officer _____

Address _____

City _____ ST _____ Zip _____

Phone # _____

Preference of Payment: Cash Check Floorplan: _____

Owner signature _____ Date _____

Auction References- List any auctions you are currently registered with.

Auction Name: _____ Auction Rep _____

City: _____ State: _____

Phone #: (_____) _____ - _____

Auction Name: _____ Auction Rep _____

City: _____ State: _____

Phone #: (_____) _____ - _____

Authorized Buyer & Seller

>>>> Please indicate if you authorize to buy, sell, or both by marking the appropriate box! At least one must be marked! We will need a copy of each agent's driver's license!

Agent 1: Name _____ Cell _____

Email _____

Home Address _____



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Driver's License # _____ ST _____

DOB _____ SSN _____

Date of Authorization _____ BUY SELL

Agent 2: Name _____ Cell _____

Email _____

Home Address _____

Driver's License # _____ ST _____

DOB _____ SSN _____

Date of Authorization _____ BUY SELL

By completing and signing this form, I _____, owner of _____, am authorizing the above-named to do business under my dealership at Moberly Auto Auction Sales LLC. I will take full responsibility for all business transactions made by the above-named and agree that if no request for removal is signed, the above-named will be authorized to do business until further notice. I understand that no phone calls or verbal notices of authorization or cancellations of authorized buyers and/or sellers will be accepted. No personal checks are accepted; it must be a business check!

Owner signature _____ Date _____

Moberly Auto Auction Terms & Conditions

1. All dealers must be licensed by their state and approved by dealer registration at this auction. It is the dealer's responsibility to remove all property.
2. All dealers must be registered at Moberly Auto Auction before doing business.
3. All dealers must have garage liability insurance on file
4. Any changes to the dealer registration form, such as ownership, authorized agents, representatives, and Bank ETC, must be immediately recorded with the auction by a letter signed by the owner.
5. Children under 16 and retail customers are strictly forbidden from attending the auction. This auction is dealer's only; dealers who disregard this rule are subject to revoking all privileges.
6. Vehicles are sold per AUTOCHECK announcements only. We do not recognize any other reporting agencies.
7. The auction does not guarantee warranty books, records, or factory warranties.
8. Any purchase not "under the hammer" is an AS-IS transaction.
9. Vehicles selling for \$1550 or less are "AS-IS" and are not subject to arbitration. This includes FRAME!
10. All repos are sold AS-IS
11. Auction Guarantee \$1550+
12. All units purchased on AG are recommended to be test-driven prior to completing the payment transaction. A dedicated 30-minute time frame is allocated for test-driving. 30 mins start once the last vehicle leave's the auction block.
13. The auction disclaims any liability for incidents such as fire, theft, loss, or damage to vehicles or equipment. Additionally, the auction will not be held responsible for any pull-out equipment, including radios and phones, left in vehicles. It is advised to remove such items before proceeding with the registration process.
14. Prior Salvage, TMU, Flood, and commercial use vehicles must be announced.
15. Reassigned, replacement VIN plates must be announced.
16. Auction reserves the right to refuse anyone the use of its services.
17. In arbitration situations, it's important to understand that the decisions made by the auction management are final and must be adhered to. The buyer and seller should check with the arbitration department for any decisions relating to the sale before leaving to ensure everyone is on the same page.
18. All unit purchases on auction property must be processed through the designated office. Failure to adhere to this procedure gives the auction the authority to revoke your privileges from its services
19. Buyer is responsible for verifying VIN plate, ODO, Year, Make, Model, and Speedo operation on all purchases before leaving the sale. Ensure all block ticket info is correct, including the purchase price.
20. Motorcycles, lawnmowers, boats, watercraft equipment, trailers, and campers are all sold AS-IS.
21. IF purchases are binding until NOON the day after the sale.
22. The auction reserves the right to void any transactions.
23. Auction policies are subject to change. Be aware of any changes or additions posted on bulletin boards or sent emails.
24. The auction is not responsible for any administrative errors.
25. Any returned checks will be charged \$100 for each check returned. If the auction

- receives more than 2 in a calendar year, the dealer will be placed on a cash basis.
26. Upon completion of the payment for vehicles, the arbitration process becomes null and void
 27. Units are available for a test drive before the sale.
 28. Any vehicle not paid for in accordance with auction policy will be consigned at the discretion of auction management and resold. Should a deficit exist, the dealer will be liable. The buying dealer must also pay all expenses connected with collecting unpaid items.
 29. Lemon Law must be announced.
 30. Online purchases there will be an online buyer fee added total of each vehicle bought online.
 31. Online purchases have sale night only to ask for a post-sale inspection.
 32. Online purchases post sale fee will be added to total of each vehicle
 33. Persons found tampering with or removing equipment from vehicles will be subject to suspension from the sale and will be prosecuted. Dealers will be held responsible for the actions of their employees.
 34. The auction accepts no responsibility for collisions or paint damage on auction premises.
 35. Lifted vehicles will be announced as frame
 36. Vehicles left on auction property will have keys pulled on sale night. Vehicles need to be picked up within 6 days. Any vehicles not picked up will be moved outside of the gated area. Vehicles left on auction property longer than 6 days will be charged a storage fee of \$20 a day.
 37. The dealership owner acknowledges that they are solely responsible for all transactions conducted on behalf of the business at the auction..
 38. TA- TITLE ABSENT, TH- TITLE HERE
 39. The seller gets 30 days to produce a title free and clear of all liens.
 40. Auction will not reimburse the buyer for any expenses for vehicle buybacks or any other reasons.
 41. If a unit gets repurchased for any auction-approved reasons, the seller will be charged a fee or \$100
 42. The buyer accepts responsibility for titles and/or documents that may be lost in transit through the mail.
 43. The vehicle buyback procedure will be followed and is understood.

Dealership _____

Owner name _____

Owner Signature _____

Date _____

General Information- Moberly Auto Auction

- Both the buyer and seller bear the responsibility of confirming the accuracy of preprinted information on "Bill of Sale, Block Ticket" invoices, including all "announced conditions," condition lights, and any written details on the vehicles being offered for sale.
- Additionally, it is imperative for buyers and sellers to independently verify the accuracy of the odometer's mileage, year, make, and model in comparison to the information on the block ticket. Any notations made by the auction on vehicles are persuasive but should not be solely relied upon.

Office & Gate Hours:

9:00 AM – 4:00 PM

Monday 9:00 AM-8:00

PM Tuesday

9:00 AM – 4:00 PM Wednesday

9:00 AM- 1:00 PM Thursday

Gate Hours: are available after-hours Thursday and Friday by appointment only.

Please call to arrange a time at least 12 hours in advance.

Light System: **White Light:** The vehicle has announcements.

Yellow Light: A/G

Blue Light: No title present – TA, seller gets 30 working days to produce a title.

Red Light: AS-IS

Green: R&D

Titles

:

- TA: Title Absent
- TH: Title Here
- Titles and supporting documents with corrections, erasures, deletions, or alterations are unacceptable. See the auction title clerk before you sell the vehicles if you have questions about a title.
- ***Seller gets 30 days to provide a title free and clear or all liens. Sale day is day 1***
- If the title has not been received after 30 days' buyers have the option to return the vehicle for no title received.

- Seller is responsible and will be charged a buyback fee of at least \$50
- No transportation or repair cost will be refunded.
- The auction has the right to refuse the buyback if the vehicle has more than 300 miles, and or isn't in the same condition as it was on sale night. Exception: If buyer's lot exceeds 300 miles from Moberly Auto Auction (google maps will determine mileage) they will be allowed to have lot mileage to & from auction.

Buyback Procedure (no title): If the title is not received by auction within the stipulated 30-day period, it is imperative to establish special arrangements with the auction before initiating the vehicle return process. The auction must be notified 24 hours prior to the buyer's return of the vehicle.

Arbitration Policy: ends 30 mins after the last unit leaves the block. No exceptions. Report arbitration to our arbitration guy; he will need Run #, and let him know what you think is wrong. Sellers will be charged a \$50 fee for arbitration.

Frame Damage and Unibody: must be announced. The discovery of frame damage or repair must be reported to the auction within 3 days. Refer to NAAA Arbitration Policy.

- Tie down damage is not arbitrable.
- Any bolt on body parts is not considered part of frame.

AS-IS: \$1500 or Less

- Includes Frame

Auction Guarantee: \$1550 or Greater

- Limited to 1 item with \$500 repair cost
- Motor, Transmission, Rear End

No Guarantee on:

- *Smoking*
- *Oil Pressure*
- *Miss*
- *Upper Engine Noise*
- *Timing Chain*
- *Indicator lights –ex; airbag, check engine etc.*
- *Accessories; power locks/windows AC etc.*

- *Verbal statements made by the seller, such as seller guarantees.*
- *Cam phasors*
- *Steering*

Buyers: The buyer's responsible for examining vehicles before entering the auction block. Test drives are allowed before the sale, no test drives on the lot. Examine the VIN #, Year, Make, Model, and ODO once you have a unit bought, make sure the block ticket has the correct info. If you buy a unit with AG, examine the unit before paying for it. **Once the vehicle is paid for, you cannot arbitrate it.** All units must be paid for on sale day. Any units left on the property need to have keys left in the office.

Units unpaid will have a late fee assessed to the total (see late fees). We accept cash, check, floorplan xpress, next gear, CarBucks, Lever finance, and AFC.

Seller's: Please have your unit(s) on the premises no later than 30 mins before the sale starts (6pm). Late arrivals are subject to running last.

When checking in a vehicle please use the chalk provided to write your D# on the front windshield, we will remove it once we get it checked in, this just makes it easier for us to check in units more accurately and faster. Units that don't have proper VIN will not be registered for sale.

Payments: Units bought must be paid for on sale day.

- Check needs to be made payable to Moberly auto Auction.
- Please write one check for each unit
- Return check fee \$100
- We accept cash, check, floorplan xpress, next gear, CarBucks, Lever finance, and AFC.

Late Fees: Payment is due on the date of the sale. A minimum late fee of \$50 will be charged on next day payments. Any units unpaid after 7 days will be charged the \$50 late fee + an extra buyer fee. For every 7 days after there will be another buyer fee charged. If the vehicle goes unpaid after 14 days the auction will take legal action, all expenses incurred to collect payment will be charged on top of the late fee. We will continue to charge late fees until settled.

Floorplan: please let the office know on sale night if you plan on using a floor plan. Provide them with the VIN # and run #. Make sure your floorplan company is available. A minimum fee of \$30 is charged.

Transportation: is available, we have a 3-car hauler we prefer to take 3 units at a time. Rate: 1.50 a mile

Online Sales: There is a online buyer fee. Post-sale is available for a fee. Buyers are responsible for letting the auction know they would like a post-sale inspection. Buyer must notify auction they would like post sale on sale night!

Please call the office 660-263-3336 and let us know that you would like a vehicle to be post sale, have the last 6, vehicle info and Run # ready to give us. If you can't get through the office please call or txt Scott or Jess with "POST SALE- RUN# vehicle info & last 6 " you can find this information online on your account.

Scott 660-651-9453

Jessica 573-514-5557

Payment - we appreciate prompt payment, please give us a heads up if you plan to pick up the vehicle and pay at the same time. We will not allow pickup without payment. We will allow you to overnight a check . If the vehicle is not paid for by Friday of that week it will be considered late. We do not accept credit cards. We take cash, check or floorplan.

I have read Moberly Auto Auction policies and understand them. I will follow the policies and rules.

Dealership _____

Owner name _____

Owner Signature

_____ Date _____



1305 West Outer Road Moberly MO 65270

Date _____
Bank Name _____
Address _____
_____ City _____
State _____ Zip _____ Phone _____

ATTENTION: CREDIT REVIEW DEPARTMENT

I authorize you to release the necessary credit information to Moberly Auto Auction. Your prompt response in filling out this registration and returning it to Moberly Auto Auction will allow us to conduct business. Thank you for your cooperation.

Dealership Name _____ Account Number _____

Signature _____ Printed Name _____

(BANK USE BELOW)

Regular Business Account Established Since

Dealer Is: _____ A valued customer with good reputation and financial responsibility.
_____ Honest and reliable but short on capital
_____ A new customer, our experience is limited
_____ Satisfactory

Account Is: _____ A regular account _____ A special account Balances
Are: _____ Low _____ Medium _____ High
_____ 3 Figures _____ 4 Figures _____ 5 Figures _____ 6 Figures

Issue Insufficient Checks: _____ Does Not _____ Does
If does, how many in last 2 years?

Do you Floorplan this account: _____ Yes _____ No If Yes, Floorplan Credit Line

Above information given by: _____ Title
_____ Date _____ Phone # _____
Email _____