

Dealer Registration Checklist

Thank you for your interest in Moberly Auto Auction. You will find everything needed to register with our auction in this package. Once we receive the forms listed below and the requested forms with all information completed, we will process your application.

- Registration Application
- Dealer Authorization of an Individual
- Dealer Removal of an Individual
- Moberly Auto Auction Policies
- Moberly Auto Auction Terms & Conditions
- Title Delivery Information
- Moberly Auto Auction communication form
- Online Form

If you have any questions please call, (660) 260-3336 or emailed us at jessica@moberlyautauktion.com

Please Note: All buyers are on "CASH ONLY" basis until approved for checks or ACH privileges. Cash only means that all vehicles bought need to be paid for the day of the sale. If you are approved only company checks with current address are accepted.

Registration Application

Dealership Information

Auction Access # _____

Company Name : _____

Legal Name (if different) _____

Dealer Number _____ Date Business Started _____

Company Type: Sole Proprietorship Limited Partnership General Partnership LLC-Sole
 LLC- Partnership LLC- Corp Sub C Corp Sub S Corp

Lot Address: _____

City _____ State _____ Zip _____

_ Mailing Address (if different) :

City _____ State _____ Zip _____

Business Phone: _____ E-mail: _____

List auctions you have done business with:

Owner Information

Owner of Company _____

email: _____ Cell # _____ Provider _____

We need a copy of your driver license.

Owner of Company _____

email: _____ Cell# _____ Provider _____

We will need a copy of your driver livense.

Dealer Authorization

Dealership Name: _____ D# _____

The business referenced above ("Dealership") wishes to authorize and register the individual ("agent") listed below to serve in the role(s) approved below. Dealership understands and acknowledges that the dealership and its owner are solely responsible for any business done by the approved agent. Auction needs a copy of each agent's driver's license.

Agent Name _____ Email _____

Cell # _____ Provider _____

This agent is authorized as a Representative, the agent is authorized to buy and sell automobiles for the Dealership. The representative will be able to turn in and pick up checks, titles or any other form of documentation for the dealership.

Owner Name: _____ Owner Sign & Date _____

Remove Agent

Dealership would like to remove the agent listed above from their account.

This agent is no longer authorized to conduct business on behalf of the above listed dealership

Owner Name: _____ Owner Sign & Date: _____

Title Delivery

Please choose the delivery option that you prefer from the list below. Your choice will become your default method by which all your title(s) are delivered.

Delivery Option are:
(please choose one)

- Pick Up – An authorized agent or myself will pick up title(s).

- First Class Mail- no extra cost for this option, but if the title is lost in the mail, you will be responsible for all costs to replace the title.

- Overnight Delivery – Your account – please indicate your account # and service provider
Account # _____ FedEx UPS

- USPS Overnight Delivery – you are required to pay before we send out the titles. I will invoice

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Moberly Auto Auction recommends you pick up your titles to prevent lost titles in the mail. Moberly Auto Auction doesn't take any fault for lost titles. We will try to help you in the event a title is lost but all costs will be responsible by the dealership. If your title comes in and isn't picked up within 7 days, we will send your titles out via your default method.you and accept PayPal.

Owner Signature: _____ Date _____ / _____ / _____

Printed Name: _____

Dealership Name: _____

Delivery Address: _____

City _____ ST Zip _____



West Outer Road, PO Box 731 |T: (660)
263-3336
Moberly, MO 65270

Moberly Auto Auction Operation Policies

General Information

- It is both the buyer and seller's obligation to verify the accuracy of preprinted information on the "Bill of Sale, Block Ticket" invoices as well as all "announced conditions", condition lights and the writing on the vehicles offered for sale.
- Buyers and sellers are also obligated to verify the accuracy of the mileage of the odometer, year, make, model and comparison to the block ticket. Any auction writing on vehicles is a convenience and is not to be 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- 12:30 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:** Vehicle has announcements

Yellow Light: A/G

Blue Light: No title present – TA, seller gets 30 calendar 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 not acceptable. See auction title clerk before you sell the vehicles if you have questions on a title.
- **Seller gets 30 calendar days to provide a title free and clear or all liens. Sale day is day 1**
- If title has not been received after 30 calendar days' buyer has the option to return the vehicle for no title received. (See buy back procedure below)
- Seller is responsible will be charged a buyback fee of at least \$50
- No transportation or repair cost will be refunded to the buyer . Please wait to do any repairs, maintenance etc
- If the buyer sells the vehicle before getting the title, that is on you. We advise waiting till the title has been received.
- 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 at night. Exception: If buyer's lot exceeds 300 miles from Moberly Auto Auction (mileage will be determined by google maps) they will be allowed to have a lot mileage to & from auction.
- **Buyback Procedure (no title):** In the event the title is not received by the Auction within the 30-working day period, special arrangements must be made with the auction before the vehicle is returned. The auction must be notified 24hrs prior to the return of the vehicle by the buyer.

Owner Initial & date _____



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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. Discovery of frame damage or frame 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 are not considered part of frame
- lifted vehicles or any alterations will be announced as 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; air bag, check engine etc.
- Accessories; power locks/windows AC etc.
- Verbal statements made by the seller, such as seller guarantees
- Cam phasors
- Steering
- Overheating

Online Bidding: www.moberlayuauauction.com or www.maa.iasmarketplace.com

- All in-lane auction rules apply
- Auctioneer has the file say on the sale.
- If an online bid is placed after hammer is dropped the auctioneer will let the online bidder no the floor bidder has the bid.
- Post sale is available for a min \$50- covers Auction Guarantee only. We will not guarantee a frame. Frame is as-is always.
- Buyer still gets 3 days only for frame

Owner Initial & Date _____



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Buyers: It is the buyer's responsibility to examine vehicles before they enter the auction block. Test drives are allowed before the sale; no test drives on the lot. Examine the VIN #, Year, Make, Model, 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 will not be able to 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).

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 need to be made payable to Moberly auto Auction
- Please write one check for each unit
- Return check fee \$100
- Paypal is available there will be a processing fee charged

Late Fees: Payment is due on the dale 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 original 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 unless you provide us with a UPS or FedEx account or label.

Transportation: is available, we have a 3 car hauler we prefer to take 3 units at a time. Rate: .90 a mile

Owner Initial & Date _____



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Moberly Auto Auction Terms & Conditions

1. All dealer's 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. Any changes on the dealer registration form such as ownership, authorized agents and representatives, Bank ETC must be immediately recorded with auction by letter signed by the owner.
3. Children under the age of 16 and retail customers are strictly forbidden from attending the auction. This auction is dealer's only, any dealers who disregard this rule are subject to any and all privileges revoked.
4. The auction assumes no responsibility for fire, theft or other loss or damage to any vehicle or equipment. The auction will not be responsible for any pull out (radios, phones etc.) equipment left in vehicle's. Please remove it before registration.
5. Vehicles are sold per AUTOCHECK announcements only
6. Prior Salvage, TMU, Flood, and commercial use vehicles must be announced
7. Reassigned, replacement VIN plates must be announced.
8. Auction reserves the right to refuse anyone the use of its services.
9. In case of arbitration, the decision of auction management is binding and final. It is the responsibility of the buyer and seller to check with the arbitration department concerning decisions on sale day before you leave.
10. No outside sales- if you buy a unit on auction property and don't go through the office the auction has the right to revoke your privileges from its service's.
11. Any purchase other than "under the hammer" is an AS-IS transaction.
12. Buyer is responsible for verifying; VIN plate, ODO, Year, Make, Model, Speedo operation on all purchases before leaving the sale. Make sure ALL info on the block ticket is correct, including purchase price.
13. Motorcycles, lawn mowers, boats, watercraft equipment, trailers, campers are all sold AS-IS.
14. IF purchases are binding until NOON the day after the sale.
15. The auction does not guarantee any warranty books, records or remaining factory warranties.
16. Any vehicle 10 years or older is mileage exempt.
17. The auction reserves the right to void any transactions
18. Buyers check the odometer and speedometer the day of the sale.
19. Auction policies are subject to change. Be aware of any changes or additions posted on bulletin boards or sent email.
20. The auction is not responsible for any administrative errors.
21. Any return 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.
22. Any vehicle selling for \$1500 or less is AS-IS (Auction Operation Polices page 3)
23. All repos are sold AS-IS, unless announced. (Auction Operation Policies page 3)
24. Frame is always As-is- see auction policies on frame
25. All units purchased on AG \$1550 & greater should be test driven before paid for. You get 30 mins after the last vehicle leaves the lane. (Auction Operation Policies page 3)
26. Units are available for test drive before the sale.
27. 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 will also be required to pay all expenses connected with collection of unpaid items.
28. Lemon Law must be announced



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- 29. Persons found tampering with or removing equipment from vehicle's will be subject to suspension from the sale and will be prosecuted. Dealers will be held responsible for the actions of their employees.
- 30. The auction accepts no responsibility for collisions or paint damage on auction premises.
- 31. Lifted vehicles will be announced as frame.
- 32. 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.
- 33. The owner of the dealership understands that they are the sole person(s) responsible for business done at the auction.
- 34. TA- TITLE ABSENT, TH- TITLE HERE
- 35. Seller gets 30 calendar days to produce a title free and clear of all liens
- 36. Auction will not reimburse the buyer for any expenses for vehicle buybacks or any other reasons.
- 37. If a unit gets bought back for any auction approved reasons the seller will be charged a fee or \$100
- 38. Buyer will assume responsibility for titles and or documents lost in the mail.
- 39. Once vehicles are paid for arbitration is voided.
- 40. Vehicle buyback procedure will be followed and is understood. (Auction Operation Policies page 2)

Print Name

Dealership

Signature

Date _____ / _____ / _____