



Dealer Registration  
Dealer Auction Every Wednesday night at 5:30PM  
Bid In-Lane or Online

Dealer Name \_\_\_\_\_

Dealer License # \_\_\_\_\_

In order to keep our files current, we need the following form and/or information from you:

- \_\_\_\_\_ New/updated registration form
- \_\_\_\_\_ Copy of Current Dealer License
- \_\_\_\_\_ Copy of Dealer Bond
- \_\_\_\_\_ Voided Copy of Business Check
- \_\_\_\_\_ Bank letter from Bank
- \_\_\_\_\_ Photo ID of ALL Owners & Agents our your business
- \_\_\_\_\_ Power of Attorney

Moberly Auto Auction Sales LLC: Registration

Dealership Name \_\_\_\_\_

Address \_\_\_\_\_

PO Box \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_

Office # \_\_\_\_\_ Cell # \_\_\_\_\_

Email \_\_\_\_\_

Dealer Plate # \_\_\_\_\_

State EIN # \_\_\_\_\_

**Owner of Dealership** \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell # \_\_\_\_\_

Driver License # \_\_\_\_\_

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

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**Auction Reference: Please provide at least three references from auctions where dealership has conducted business. These references will help verify your dealership's history and reputation in the auction industry.**

Auction House: \_\_\_\_\_

Auction House: \_\_\_\_\_

Auction House: \_\_\_\_\_

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**Credit Information**

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

Bank Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_

Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Bank Official \_\_\_\_\_

How do you plan to pay? Cash \_\_\_ Check \_\_\_ ACH \_\_\_ Floorplan \_\_\_\_\_

Floorplan \_\_\_\_\_

Account # \_\_\_\_\_

**Signature** \_\_\_\_\_

## Authorized Representatives

The following person(s) are duly authorized to act on behalf of dealership in all matters related to buying or selling vehicles, executing checks, executing bills of sale, and making assignments of titles. The authority granted to the following individuals shall remain in full force and effect until terminated by the dealership in writing. The dealership understands and agrees that any business conducted by the authorized representatives will be the sole responsibility of the dealership.

Please provide the following details for each authorized representative:

1 .Representative Name: \_\_\_\_\_ Cell # \_\_\_\_\_

Email \_\_\_\_\_

Date of Birth \_\_\_\_\_

### **Copy of driver license**

Effective date \_\_\_\_\_

2. Representative Name: \_\_\_\_\_ Cell # \_\_\_\_\_

Email \_\_\_\_\_

Date of Birth \_\_\_\_\_

### **Copy of driver license**

Effective date \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

## POWER OF ATTORNEY

Dealership

Name \_\_\_\_\_

("Client") hereby appoints Moberly Auto Auction ("Auction") and its authorized representatives as its true and lawful attorneys-in-fact, granting the Auction the authority to sign the necessary documents, including but not limited to the vehicle title, bill of sale, and any other forms required to complete the sale or transfer of vehicles consigned to the Auction by the Client.

This authorization is granted to allow the Auction to sign titles and related documents on behalf of the Client when the Client is unable to do so due to oversight, absence, or other reasons. The Auction is also authorized to fill in missing information on the title (such as buyer details, odometer, sale date, bill of sale etc) as needed at the time of sale. The Client understands that this Power of Attorney is limited to completing paperwork related to the sale and transfer of the Client's vehicles and is intended to ensure that the sale process proceeds smoothly and without delay.

The Client agrees to indemnify and hold harmless Moberly Auto Auction and its designees from any liabilities, claims, or legal actions that arise as a result of signing documents on the Client's behalf.

## PERMISSION TO CONTACT CLIENT

By signing, the Client grants permission to Moberly Auto Auction to contact them via mail, phone, email, or fax for purposes related to the sale of vehicles or for providing necessary information.

Signature of Client:

Printed Name of Client: \_\_\_\_\_ Date: \_\_\_\_\_

## **General Rules:**

All dealers must be licensed by their state and approved by dealer registration at this auction.

Retail customers are not allowed on auction premises.

We will need a copy of your dealer license, bond, and driver's license.

**IF Vehicle Policy:** When a vehicle is sold on an "IF" (Immediate Financial) basis, the buyer is committed to the purchase until noon the next day. The auction will attempt to contact the buyer, but it is the buyer's responsibility to verify the "IF" status.

**Vehicles Left at Auction Premises:** Vehicles left on auction premises are at the owner's request and risk. All vehicles must have keys in the office. Moberly Auto Auction is not responsible for loss or damage, including lost keys.

**Dealer Responsibility:** The dealership owner acknowledges they are solely responsible for all transactions conducted on behalf of the business at the auction.

**Change Notification:** Any changes to the dealer registration form, including ownership, authorized agents, representatives, or bank information, must be promptly submitted in writing via a letter signed by the owner.

**Liability for Damage:** Moberly Auto Auction is not responsible for any collisions, damage, or loss that occurs on the auction premises, whether involving vehicles, equipment, or any other property. Buyers and sellers are responsible for their own actions and any damage they cause during the auction process, including while driving, moving, or inspecting vehicles.

## **Buyer's Responsibility**

**Inspection:** It is the buyer's responsibility to inspect the vehicle thoroughly before the purchase. If you choose to waive this right, you assume full responsibility for the vehicle as-is. All vehicles are sold as-is unless otherwise stated with an auction guarantee.

**Post-Sale Inspection for Online Buyers:** For vehicles purchased online with an auction guarantee, the buyer may opt for a post-sale inspection (PSI). The inspection must be completed on the night of the sale. The buyer is responsible for the cost of the inspection, which will be disclosed during the sale. Vehicles purchased as-is are not eligible for post-sale inspection.

**Post-Sale Inspection for In-Lane Buyers:** In-lane buyers have the option to perform their own post-sale inspection. These inspections must be conducted before the vehicle leaves the premises and must follow the auction's guidelines for inspections. Vehicles sold as-is are not eligible for post-sale inspections.

**Buyer Acknowledgment:** By purchasing at Moberly Auto Auction, the buyer acknowledges that they have either inspected the vehicle or waived their right to inspect it.

## **Payment Terms (Online & In-Lane Sales):**

**Payment Deadline:**

**In-Lane Purchases:** All vehicles must be paid for on the day of the sale.

**Online Purchases:** Online buyers must complete payment by **Friday** following the sale. Buyers must notify the auction on the night of the sale that they are either mailing the check or processing payment through their floorplan company. Please send checks via USPS or FedEx.

**Late Payment Fee:**

If payment is not received by Friday following the sale, a late fee of \$100 per vehicle will be applied for each week that the payment is delayed. This fee will continue to accrue until payment is made in full.

**Additional Fee for Title Received Before Payment:**

If the title for a purchased vehicle is received by the auction before the vehicle is fully paid for, an additional \$25 fee will be added to the buyer's balance.

**Gate Pass:**

Vehicles will not be gate-passed until payment has been made in full. If an exception is made and a vehicle is gate-passed before payment is received, the auction will place a lien against the vehicle.

**Unpaid Vehicles:**

**Consignment & Resale:**

Vehicles that are not paid for in accordance with auction policy may be consigned and resold at the discretion of auction management.

**Dealer Liability:**

The dealer will be liable for any deficit resulting from the resale of the vehicle and must cover all expenses related to the collection of unpaid items.

**Accepted Payment Methods:**

Moberly Auto Auction accepts the following payment methods:

Cash

Check

Floorplan Companies (Next Gear, Floorplan Xpress, Carbucks). If you don't see your floorplan listed, please contact us for more information.

**Legal Action & Collection:**

If payment is not received within the prescribed time frame and the debt remains unpaid, Moberly Auto Auction reserves the right to pursue legal action for collection. This may include, but is not limited to, filing a claim in small claims court, pursuing a judgment, or working with a collection agency.

**Legal Fees & Court Costs:**

In the event that legal action is required, the dealer agrees to be responsible for any legal fees, court costs, and collection expenses incurred by Moberly Auto Auction. This includes any fees associated with court filings, attorney services, and other collection-related expenses.

## Transportation Fees:

**Transportation Costs:** If the buyer requires the auction to arrange transportation for the purchased vehicle(s), a transportation fee will apply. This fee is based on factors such as the delivery location and the type of vehicle being transported.

### Fee Structure:

**Local Transportation (within 50 miles):** \$100–\$200 per vehicle

**Regional Transportation (50–300 miles):** \$200–\$400 per vehicle

**Long-Distance Transportation (300+ miles):** \$400–\$500+ per vehicle

The transportation fee will be disclosed at the time of sale and may vary from the amounts listed in the fee structure, depending on specific circumstances. This fee is payable along with the vehicle purchase price. The auction does not provide transportation for all vehicles, and arrangements must be made in advance.

**Responsibility for Transport:** If the buyer arranges for the vehicle to be transported by a third party, the buyer assumes full responsibility for all related costs and arrangements. Moberly Auto Auction is not responsible for any transportation delays or issues that may arise during the transport process.

## Vehicle Purchase Terms & Conditions:

### Yellow Light (Auction Guarantee):

This guarantee applies to vehicles priced **\$1550 and up**. It ensures that the **engine** and **transmission** are in good condition, subject to the following exceptions.

### Green Light :

Vehicles with a **Green Light** are free of any known major defects and are covered by **auction arbitration rules**.

**Covered Items:** Motor, Transmission, Rear End

**Limit:** Up to **\$500** for repair costs per item, with only **one item** covered.

### No Guarantee On:

Smoking

Oil pressure

Engine misses

Upper engine noise

Timing chain and cam phasers

Steering

Indicator lights (e.g., airbag, check engine, etc.)

Accessories (e.g., power locks, power windows, etc.)

Any verbal statements made by the seller

**Red Light:** Vehicle is sold "As-Is."

**Blue Light:** Title absent.

Vehicles sold for \$1500 or less, regardless of light/guarantee, are automatically Red Light (As-Is).

**Frame Damage:** Must be announced. The discovery of frame damage or repair must be reported to the auction within 3 days. Sale day is day one.

**Tie-Down Damage:** Not arbitrable.

**Lifted Vehicles:** Vehicles with a lift are automatically announced as frame and will not be subject to arbitration.

**Prior Salvage & Salvage Titles:** Sold As-Is.

**Repossession & Finance Company Vehicles:** Automatically sold As-Is.

**Inoperable Vehicles:** Sold As-Is.

**Motorcycles, Lawn Mowers, Boats, Watercraft Equipment, Trailers, and Campers:** All sold As-Is.

**Test Drives:** Test drives are allowed but should not exceed 10 minutes per vehicle. Please refrain from aggressive driving. The sale starts at 5:30 PM, and all vehicles must be parked, with test drives completed, by 5:15 PM.

**Arbitration Policy:**

**Buyer's Responsibility:** If there is a dispute about a purchased vehicle, the buyer must initiate arbitration with the auction before leaving the premises.

**Time Frame:** Arbitration requests must be made within 15 minutes after the last vehicle leaves the sale block.

**Arbitration Conclusion:** If the buyer leaves the auction or completes payment before arbitration is finalized, it will be assumed that the buyer accepts the vehicle as-is and waives any further arbitration claims. Once the vehicle leaves the auction or payment is made, the sale is considered final.

**"IF" Sales:** All "IF" sales must be arbitrated on the same sale night. Buyers should inspect and drive the vehicle before making any counter-offers. Once a counter-offer is made or the buyer leaves the auction premises, it will be considered that the buyer has assumed responsibility for the vehicle, and arbitration will no longer be allowed after this point.

**Final Decision:** All arbitration decisions made by auction management are final and must be adhered to by both the buyer and seller. Disputes cannot be revisited once a decision has been made.

**Online Sales:**

**Online Buyer Fee:** In addition to the standard buyer fee, vehicles purchased online will incur an **online buyer fee of \$50 per vehicle.**

**Post-Sale Inspection (PSI) Policy for Online Sales**

**Post-Sale Inspection for Auction Guarantee Vehicles**

All vehicles purchased online with an **auction guarantee** are eligible for a **Post-Sale Inspection (PSI)**. To request an inspection, the **dealer must notify the auction on the night of the sale.**

**Conditions for Post-Sale Inspection:**

**Eligibility**

The PSI option is available **only for vehicles sold with an auction guarantee.**

**Notification Requirement**

Dealers must inform the auction staff of their intent to request a PSI **by the end of the sale day.** This must be done on the night of the sale.

**Inspection Process**

Upon notification, the auction will arrange the inspection of the vehicle.



**Inspection Fees**

The buyer is responsible for the **inspection fee**, which will be disclosed at the time of the sale. This fee is **in addition** to the standard buyer fee and online buyer fee.

**Inspection Scope**

The PSI will focus on the **vehicle's condition as covered by the auction's arbitration rules**, including:

**Engine**

**Transmission**

**Frame damage**

The inspection will **not** cover items excluded from arbitration, such as:

**Accessories** (e.g., power locks, windows)

**Cosmetic damage** (scratches, dents, etc.)

**Minor mechanical issues** that fall outside the scope of the auction guarantee

**Vehicles Sold As-Is**

Vehicles purchased **without an auction guarantee** are sold **as-is** and are **not eligible** for a Post-Sale Inspection. These vehicles are subject to **no further arbitration**, and the buyer assumes full responsibility for the vehicle's condition after purchase.

**Inspection Deadline**

The Post-Sale Inspection must be completed **on the night of the sale** for all auction-guaranteed vehicles.

**Title Guarantees:**

**Title Production:** The seller has 30 days to produce a title free and clear of all liens. Auction day is day one. The auction will attempt to secure the title within 30 days, but if it's not available, the buyer can request a refund or alternative arrangement.

**Late or No Title:** Vehicles coming back for late or no title cannot exceed 500 miles of documented mileage from MAA. Vehicles must be returned in the same or better condition as when purchased.

**Postage Fees:** Any titles mailed will have a \$25 postage fee added per title.

**Lost Titles:** The auction is not responsible for any titles lost in the mail and will not cover the costs of replacing them.

**Miscellaneous Fees:**

**Storage Fee:** Vehicles not picked up within 7 days of sale will incur a storage fee of \$25 per week, per vehicle.

**Floorplan Fee:** A \$25 fee will be applied to each vehicle purchased through a floorplan company.

**NSF Fee:** A \$30 fee will be charged for checks returned for insufficient funds.

**Fuel Fee:** Vehicles requiring fuel will be charged \$5 per gallon.

**Auction's Authority:** Moberly Auto Auction retains sole authority in any disputes or interpretations regarding these terms and conditions. All decisions made by auction management are final.

**Privacy and Data Use:** Moberly Auto Auction respects your privacy. Any personal or financial information provided during registration will only be used for auction purposes and will not be shared with third parties without your consent, except where required by law.

**Force Majeure:** Moberly Auto Auction is not liable for any delays or disruptions caused by events beyond our control, including but not limited to natural disasters, power outages, or technical difficulties.

### **Signature and Acknowledgment**

**By signing below, you acknowledge that you have read, understood, and agree to the terms and conditions outlined in this agreement. You understand the auction policies, payment terms, buyer responsibilities, and dispute resolution procedures. This signature authorizes Moberly Auto Auction to process your registration and bids.**

**Signature of Buyer/Dealer Owner:** \_\_\_\_\_

**Date:** \_\_\_\_\_