

FAIRWAY AUTO AUCTION

Registration Application

Dealership Information:

DBA Name: _____

Legal Name (if different) _____

Date Business Started: _____

Federal ID: _____

Company Type: Individual Partnership Corporation

Business Type: New Franchise Used Wholesale

Lot Address:

Street: _____

City: _____ State: _____ Zip: _____

Mailing Address: (If Different than Lot address)

Street: _____

City: _____ State: _____ Zip: _____

Business Ph.#: _____ Business Fax #: _____

Email Address: _____ Website Address: _____

Agreement:

By signing below, (1) you agree to the terms of this application, and Fairway Auto Auction Terms and Conditions as they may be amended from time to time and posted on Fairwayautoauction.com, (2) warrants that you are solvent, properly registered to do business and licensed as a dealer and that the information provided herein is complete, accurate and truthful.

You agree that these terms and any other commitments or account forms submitted to Fairway Auto Auction by you or any authorized individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they are accepted online, by email or in another digital format.

Signature:

Legal Name of Entity

By: _____
PRINTED NAME of Authorized Signer (Owner/Officer/Manager)

Title: _____

SIGNATURE of Authorized Signer

DATE of Signature

Owner(s): U.S Citizen

Owners name

Address

City

State

Cell Phone #

Home Phone #

Driver License #

Social Security #

Please provide us with the following information to complete your application:

DEALER NUMBER: _____

*COPY OF DEALERS LICENSE

*COPY OF DRIVERS LICENSE

Credit Information:

Bank: _____

Address: _____

City: _____

State: _____

Phone # _____

Fax # _____

Account # _____ Credit Limit: _____

How long doing business? _____

Finance Company: _____

Address: _____

City: _____

State: _____

Phone#: _____

Fax #: _____

How long doing business? _____

Credit Limit:

Account #: _____

Contact person: _____

References:

Auction Name

Phone Number

Auction Name

Phone Number

Bank Reference

FAIRWAY AUTO AUCTION, LLC

999 County Hwy A
Edgerton, WI 53534
(608)884-4100

Date: _____
RE: Dealership: _____
Address: _____
Account No.: _____

Ladies and Gentlemen:

Your bank has been designated by the above as their principal depository and banking reference.

We operate a wholesale automobile auction for licensed new and used car dealers. Since we guarantee all dealers checks for cars bought at our auction, we require that all dealers who do business here establish their financial responsibility.

We would be grateful to you if you would indicate below your estimate of this account. Our relationship and this inquiry is on a commercial level and your reply will, of course, be held strictly confidential and will be used only for our purpose.

Thank you,
Fairway Auto Auction LLC

TO DEPOSITORY: I have registered to purchase vehicles at Fairway Auto Auction, LLC. You are authorized to provide them with the information listed below pertaining to my accounts with you. Thank you.

Authorized Signature

Regular checking account since: _____ Average balance: ___low ___medium ___High
___ 3 Figures ___ 4 Figures ___ 5 Figures ___ 6 Figures Issue insufficient checks: ___Does ___Does not
Experience : ___ Satisfactory ___ Unsatisfactory
Maximum credit recently extended: \$_____ Secured \$_____ Unsecured
Do you Floor Plan for this account? ___ Yes ___ No Floor Plan Line: \$_____ New _____ Used

Remarks: _____

Above information given by: _____

Dealer Authorized of an Individual:

Dealership name: _____

Printed Name of Individual _____

By signing below, the dealership reference above authorizes Fairway Auto Auction to register the individual listed above to serve as your representative and agent in the following capacity:

The role designated below will be the only role in effect for this Individual for this Dealership, replacing any previous role authorization (check one).

Representative Owner Officer/Manager Driver

If you designate the Individual in the capacity of "Representative", "Owner," or "Officer/Manager" in this form, the Individual may buy and sell automobiles for you and execute company checks, drafts, certificates of title, and/or any other instruments or documents on your behalf or with any Customer. All categories, including "Drivers, may pick up, receive, and/or deliver cars or other property on or for your account.

Your guarantee performance of all obligations and payment of all debts incurred or authorized by this Individual on your account with us or any Customer. This guaranty includes but is not limited to payment of losses from dishonored checks or drafts, defective titles, or false or inaccurate Odometer Mileage Statements.

You may authorize and register only those individuals who are bona fide employees or independent contractors for your dealership. Retail buyers or others not affiliated with your business are not eligible. By signing below, you also certify that the Individual is affiliated with your business and is eligible. We reserve the right to immediately terminate any authorization obtained for ineligible person and the right to terminate if you authorize a person who is not eligible to, as well as the right to terminate either or both without cause in our sole discretion.

You agree that these terms and any other commitments or account forms submitted by you or any authorized Individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they were accepted by email, or in other digital, pdf or fax

Signature:

By: _____
Printed Name of Authorized Signer

Its: _____
Title

Signature

Date: _____

Individual Authorization Letter

Date: _____

To Whom It May Concern:

You, the individual referenced below, wish to register, as of the date listed above, with Fairway Auto Auction. By signing below, you (1) agree to the terms of this registration and Fairway Auto Auction Terms and Conditions (as they may be amended from time to time), (2) warrant that you are solvent and the information provided herein is complete, accurate, and truthful, (3) agree to be bound by the policies and procedures of each Customer with whom you deal or attend, (4) agree that Fairway Auto Auction, and subscribing Customers may contact you on their own behalf or on behalf of their respective sellers, consignors, or other customers, for any commercial or advertising purpose, using the telephone numbers (whether business, home, or mobile numbers), fax numbers, e-mail addresses, and other contact information provided on this form, or at any other address, telephone number, fax number, or e-mail address used in connection with your business. You agree that these terms and any other commitments or account forms submitted by you to Fairway Auto Auction, its affiliates, and any customers shall have the same force and effect as though personally signed by you and may be enforced as originals, even if they were accepted online.

Date
of Birth: _____

Social Security
Number: _____

Printed Legal Name of Individual

Individual Signature

Photo Identification



Driver's License



Passport



Voter Registration Card

Photo ID Number: _____ State: _____

Issue Date: _____ Expiration Date: _____

Contact Information

Home Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Mobile number: _____

Dealer Authorized of an Individual:

Dealership name: _____

Printed Name of Individual _____

By signing below, the dealership reference above authorizes Fairway Auto Auction to register the individual listed above to serve as your representative and agent in the following capacity:

The role designated below will be the only role in effect for this Individual for this Dealership, replacing any previous role authorization (check one).

Representative Owner Officer/Manager Driver

If you designate the Individual in the capacity of "Representative", "Owner," or "Officer/Manager" in this form, the Individual may buy and sell automobiles for you and execute company checks, drafts, certificates of title, and/or any other instruments or documents on your behalf or with any Customer. All categories, including "Drivers, may pick up, receive, and/or deliver cars or other property on or for your account.

Your guarantee performance of all obligations and payment of all debts incurred or authorized by this Individual on your account with us or any Customer. This guaranty includes but is not limited to payment of losses from dishonored checks or drafts, defective titles, or false or inaccurate Odometer Mileage Statements.

You may authorize and register only those individuals who are bona fide employees or independent contractors for your dealership. Retail buyers or others not affiliated with your business are not eligible. By signing below, you also certify that the Individual is affiliated with your business and is eligible. We reserve the right to immediately terminate any authorization obtained for ineligible person and the right to terminate if you authorize a person who is not eligible to, as well as the right to terminate either or both without cause in our sole discretion.

You agree that these terms and any other commitments or account forms submitted by you or any authorized Individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they were accepted by email, or in other digital, pdf or fax

Signature:

By: _____
Printed Name of Authorized Signer

Its: _____
Title

Signature

Date: _____

Individual Authorization Letter

Date: _____

To Whom It May Concern:

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Date of Birth: _____

Social Security Number: _____

Printed Legal Name of Individual

Individual Signature

Photo Identification

Driver's License

Passport

Voter Registration Card

Photo ID Number: _____ State: _____

Issue Date: _____ Expiration Date: _____

Contact Information

Home Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Mobile number: _____

Personal Guarantee

In consideration of Fairway Auto 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 Dealer through Fairway Auto Auction will be good and will be free and clear of all items and encumbrances, whatsoever. The undersigned unconditionally agrees to reimburse Fairway Auto Auction for any loss, damage, expense, or costs, including attorney's fees, incurred by Fairway Auto Auction as a result of breach of the foregoing warranty of titles as to any such motor vehicle.

The undersigned further guarantees full payment of any debts of Dealer to Fairway Auto Auction, including any checks issued by Dealer or any of Dealer's representatives, together with any loss or expense incurred by Fairway Auto Auction in collecting or attempting to collect such debts, including attorney's fees. The undersigned acknowledges that Fairway Auto Auction shall have the right to refuse to transact business with Dealer, to modify or release 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 guaranty is to be a continuing guarantee 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 principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of Creditors of dealer shall not affect the enforceability of this agreement.

This instrument shall bind the respective heirs, executors, administrators, and assign of the undersigned, and shall inure to the benefit of Fairway Auto Auction, its successors, assigns, and subrogates.

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

IN WITNESS WHEREOF, the undersigned has (have) executed this personal guaranty this _____ day of _____, 20_____.

Company Name

Dealer Number

Printed Name of OWNER/OFFICER

SIGNATURE of OWNER/OFFICER

Printed Name of WITNESS

SIGNATURE of OWNER/OFFICER

Fairway Auto Auction

POWER OF ATTORNEY

The undersigned duly appoints FAIRWAY AUTO AUCTION, located at 999 Hwy A Edgerton, WI, through its authorized employees and agents, to act as our ATTORNEY-IN-FACT to sign all papers and documents that may be necessary pertaining to the sale and subsequent title transfer of the vehicles consigned by the undersigned to FAIRWAY for its auction of the vehicles or pertaining to the purchase of vehicles by the undersigned, including without limitation, any title, title transfer, document, reassignment of odometer disclosure statements as required by federal law.

In consideration of FAIRWAY AUTO AUCTION's agreement to execute such documents on behalf of the undersigned from time to time, the undersigned indemnify, defend, and hold harmless FAIRWAY AUTO AUCTION and assigns from and against any and all loss, damages, liability, claims, cause of action, and expenses of whatever kind and nature, arising from the execution by FAIRWAY AUTO AUCTION or its employees or agents of any certificate of title, odometer statement, bill of sale, or other document necessary to transfer ownership of consigned vehicles.

This Power of Attorney shall be effective as of the date of signing hereof on behalf of the undersigned and continue until full force and effect until terminated by the undersigned in its sole discretion.

This Power of Attorney supersedes any previous authorization to act as agent and attorney-in-fact for the undersigned.

Company Name

By: _____
(Signature of Owner/Officer)

Printed: _____

ACKNOWLEDGMENT BY NOTARY

STATE OF: _____

COUNTY OF: _____

On _____ before me, _____ personally

Name and title of notary officer

appeared _____, who proved to me on the basis of

name and title of the owner/officer of the company

satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Printed name of Notary

Signature

My commission expires: _____