



Central Florida Auction Dealer Registration Package

REQUESTED by:

EMAIL: cfauctions@yahoo.com

Phone: (863) 422-7102 (No Fax)

Mail or Email Completed Document To:

Central Florida Auction
ATTENTION: Shane Tyler (Auctioneer)
4445 US Hwy 17 92 West
Haines City, FL 33844

cfauctions@yahoo.com

*THIS PAGE DOES NOT NEED TO BE FILLED OUT
IT IS ONLY A REFERENCE PAGE*

*THE FOLLOWING DOCUMENTS MUST BE ATTACHED AND SUBMITTED ALONG
WITH COMPLETED AND SIGNED APPLICATION PAGES.*

FAILURE TO SEND ALL DOCUMENTS WILL DELAY APPLICATION COMPLETION.

- DEALER LICENSE CERTIFICATE

- SURETY BOND (IF APPLICABLE)

- SALES TAX CERTIFICATE (IF APPLICABLE)

- COPY OF A VOIDED COMPANY CHECK

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Central Florida Auction

Central Florida Auction Rules and Fees

- You must be at least 18 years of age to bid.
- You must be at least 16 years of age to attend.
- Items must be removed by the Thursday following the auction unless other arrangements are made.
- We do not offer shipping.
- Everything must be paid by 5pm the day of the sale.
- Sales tax will be added to every item which is 7% unless a valid sales tax document is on file.
- Online bidding fee is 2%
- Our buyers premium for online bidder are (20% under \$499.99), (\$500.00 – 999.99 is 15%) and (\$1000.00 – \$10,000 is 10%) and (\$10,000 and up is 5%).
- There will be a (\$195.00 admin fee) charge to title items unless a valid dealers license is on file. In that case the fee is \$30.00 per title.
- If you are paying with a credit card there will be a 3.75% fee added to your purchase.

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Vehicle Titles

Titles will only be mailed if requested. Otherwise, they will remain here until they are picked up. You will need to provide your information below in order to have the titles sent.

Please be advised, in the event you wish to have the titles mailed, regardless of service selected, Central Florida Auction will not be responsible for lost or damaged in transit packages. (Replacement title fee can be up to \$350 due in cash before ordering)

Blind date:	Dealer Name/Number (Print)
Signature(s)	

FedEx Account			
Overnight	2Day	Express Saver	

UPS Account				
Priority	Next Day	Next Day Saver	2 Day	Ground

USPS	By selecting Regular mail, NO TRACKING INFORMATION WILL BE AVAILABLE
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Your Delivery Address

Dealer Name					
Street Address 1					
Street Address 2					
City		State		Zip	

Titles get mailed daily upon processing

Please be advised it is the recipient's responsibility to advise the auction of any changes in carrier or account number. Refusal to pay for received packages will incur up to a \$100 chargeback fee. and will be charged to your account. Fee must be paid before any further titles will be mailed

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Central Florida Auction

Dealer Registration Guaranty Agreement

IN CONSIDERATION OF CENTRAL FLORIDA AUCTION, (hereinafter called Auction) allowing (hereinafter called Dealership name) TO BUY AND SELL MOTOR VEHICLES THROUGH AUCTION, THE UNDERSIGNED DEALER AGREES AS FOLLOWS:

Dealer guarantees and warrants that the title to each motor vehicle sold by Dealer through Auction will be good and will be free and clear of all liens and encumbrances, whatsoever, that Dealer owns each motor vehicle, and that Dealer has the lawful right to sell each motor vehicle.

This warranty does not cover mere technical defect which can be removed by execution and delivery of title documents or documents in support thereof and inures only to the Dealer who purchases the motor vehicle through the Auction.

Failure of the purchasing Dealer to furnish full particulars of any claim within (5) business days after receiving notice of the same shall void this title warranty.

The purchasing Dealer shall not surrender possession of a motor vehicle except as required by legal process, nor shall such Dealer pay or acknowledge any claim to the title of a motor vehicle without the approval of Auction, this warranty does not protect against claims affecting the motor vehicle that are known to the purchasing Dealer at the time of sale, and does not apply to titles for boats, campers, trailers, or recreational units. Selling Dealer then has (7) business days to correct any issue or risk grounds for cancellation of the sale.

Dealer is fully responsible and liable and holds the Auction harmless for, and indemnifies, all actions, activities, and injuries caused to others or themselves by persons authorized by Dealer to represent Dealer at Auction. Dealer must report any changes in authorization to Auction in writing; however, de-authorization shall not be effective until the representatives Auctions identification card has been returned to the physical possession of Auction.

Dealer guarantees full payment of any debts of Dealer to Auction for services of any nature whatsoever rendered by, or on behalf of, Auction, including any checks or drafts issued by Dealer or any Dealer's representatives and acknowledge that all financial obligations of Dealer to Auction will accrue interest at the highest rate allowed by law.

Dealer unconditionally guarantee the accuracy of the Odometer Mileage Statements given by, or on behalf of, Dealer in all sales of motor vehicles by Dealer through Auction, regardless of whether Dealer is at fault.

If Dealer fails to pay Auction for a vehicle purchased by Dealer through Auction, Auction will be allowed to Sell the vehicle to mitigate its loss without notice to the undersigned, and Dealer will be fully liable to Auction for any deficiency, including incidental and consequential damages. Notice of resale required by the Uniform Commercial Code or any other law is waived.

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

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to them and without discharging or affecting their liability. This guarantee is continuing, and Dealer waives notice of acceptance, hereof, as well as presentment and demand Dealer is liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor or creditors of Dealer shall not affect the enforceability of this agreement.

Dealer unconditionally agree to reimburse Auction for any loss, damage, expense, or costs, including attorney's fees, incurred by Auction as a result of any obligation arising pursuant to this agreement or as a result of any transaction in which the Dealer is involved at Auction, including payment made by Auction for valid business reasons, even if Auction is not legally obligated to the payee.

Venue for any civil action by or against Auction shall be in any county in the State of Florida, at Auction's sole option, and Dealer consents to personal jurisdiction of any Court of competent jurisdiction in Florida.

Auction guarantees to the Seller Payment of all checks and drafts for drafts for motor vehicles sold through Auction upon receipt of title which is good and free and clear of all liens and encumbrances.

Upon payment by Auction of any guarantee of payment, Auction shall be fully subrogated to any interest of Dealer in the claim paid by Auction.

Dealer will have sufficient funds on deposit to pay any draft or check delivered by Dealer to Auction about any transaction at Auction. Such funds shall remain on deposit until such check or draft is paid.

Failure of the selling Dealer to deliver to Auction title properly reassigned for the purchasing Dealer, within 30 days from the date of sale is grounds for cancellation of the sale by the purchasing Dealer. If notice of cancellation of the sale is received by the Auction, in writing, prior to delivery of the properly reassigned title to the Auction by the selling Dealer after the waiting period, selling Dealer assumes all responsibility.

Dealer is bound by all rules and regulations of Auction as such rules and regulations are amended from time to time.

Dealer is obligated to promptly pay for any motor vehicle purchased by Dealer through Auction upon the delivery of title properly reassigned to Dealer by the selling Dealer.

The parties agree that Auction is merely performing Auction services for the selling and purchasing Dealers, and all transactions which occur at Auction are transactions between the selling and purchasing Dealers, and Auction is neither a buyer, seller, transferor or transferee by reason of having provided Auction services to such Dealers.

Auction does not provide any warranty or guarantee of any nature whatsoever not specifically set forth in this agreement, including, but not limited to, warranties of merchantability of fitness for a particular purpose, and Auction does not in any manner whatsoever warrant the accuracy of odometer mileage statements, or mechanical or physical condition of any motor vehicle.

This instrument shall bind the respective heirs, executors, administrators, and assigns of the Dealer, and shall insure to the benefit of Auction, its successors, assigns, and subrogates.

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

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under this agreement. The undersigned understand that he or she is signing this guaranty contract, both in his or her capacity as owner or officers of Dealer, and in their individual capacity.

Dealer gives CENTRAL FLORIDA AUCTION permission to obtain credit information from any source pertaining to Dealer, myself and all representatives for use in processing this application as well as periodic updates as deemed by this Auction.

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Agency With Power Of Attorney Indemnity And Harmless Agreement

-(Hereinafter Dealer) whose principal place of business is in

, appoints Central Florida Auction as dealer agent with full and complete power of attorney, and authority to sign odometer disclosure statements, title documents, auction invoices or other documents as required on dealer's behalf regarding any and all motor vehicles owned by dealer, which are sold through Central Florida Auction of Haines City and to do any act or thing necessary to conduct such transactions for dealer.

Dealer will defend, indemnify, and hold harmless auction's employee agents, from all losses or expenses incurred by the auction as a result of auction acting as a dealer's agent pursuant to this agreement, including all expenses and attorney's fees incurred by auction, unless caused by the auction's own negligence.

Date	Dealer Name				
Street Address 1					
Street Address 2					
City		State		Zip	

Owner/Officer/Title (sign):	
Owner/Officer/Title (print):	



Central Florida Auction

Notice of Sale and/or Bill of Sale for a Motor Vehicle, Mobile Home, Off-Highway Vehicle or Vessel

Notice of Sale (Seller must complete sections 1 & 3). The purchaser's signature in section 3 is optional.

Bill of Sale (Seller and purchaser must complete sections 1, 2 (when applicable) & 3).

1. Motor Vehicle, Mobile Home, Off-Highway or Vessel Description				
Year	Make/Manufacturer	Body Type	Model	Color
Certificate of Title Number		Vehicle/Vessel Identification Number		
I/we do hereby sell or have sold and delivered the above described motor vehicle, mobile home, off-highway vehicle or vessel to:				
Print Name(s) of Purchaser(s)				
Address		City	State	Zip Code
Date of Sale		Selling price \$		
2. Odometer Disclosure Statement (Required For a Motor Vehicle)				
Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.				
WE STATE THAT THIS MOTOR VEHICLE'S 5 DIGIT OR 6 DIGIT ODOMETER NOW READS , . XX				
(NO TENTHS) MILES, DATE READ ____ / ____ / ____ , AND WE HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE ODOMETER READING:				
1. REFLECTS THE ACTUAL MILEAGE. 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. 3. IS NOT THE ACTUAL MILEAGE.				
Affidavit (When applicable):				
3. Certification				
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.				
Seller's Signature		Seller's Printed Name		Date
Seller's Address		City	State	Zip Code
Co-Seller's Signature (when applicable)		Co-Seller's Printed Name (when applicable)		Date
Co-Seller's Address when applicable)		City	State	Zip Code
Purchaser's Signature		Purchaser's Printed Name		Date
Co-Purchaser's Signature (when applicable)		Co-Purchaser's Printed name (when applicable)		Date



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Code Of Conduct Policy

*This certificate shall be considered a part of each order, which we shall give.
This certificate is to continue in force until revoked. The undersigned is
authorized behavior for the purchaser named below.*

CENTRAL FLORIDA AUCTION takes the safety and security of its employees, customers and the veracity of the transactions taking place in its auction locations seriously. To provide a safe and protected environment and to ensure the lawfulness of transactions occurring at CENTRAL FLORIDA AUCTION locations and online, CENTRAL FLORIDA AUCTION has adopted the terms of this Code of Conduct.

CENTRAL FLORIDA AUCTION is a private organization and reserves the right to do or not do business with any person or entity, for any reason, just as its customers have the right to choose to do or not do business with Auto CENTRAL FLORIDA AUCTION.

This Customer Code of Conduct sets forth expected and required behavior for buyers, sellers, other persons or entities engaging in transactions through CENTRAL FLORIDA AUCTION Holdings' private marketplace whether in person or online, and anyone participating in an CENTRAL FLORIDA AUCTION or visiting a CENTRAL FLORIDA AUCTION location (collectively, "Auction Customers"), and outlines actions that may be taken by CENTRAL FLORIDA AUCTION or its affiliated companies in response to any violation of such expectations and requirements.

CENTRAL FLORIDA AUCTION is a private marketplace, as described in the CENTRAL FLORIDA AUCTION Policies, and may, at its sole discretion, cease doing business with or deny access to any person or entity at any time and for any reason.

In furtherance of CENTRAL FLORIDA AUCTION'S desire to maintain a safe and secure environment, while ensuring the integrity of the auctions, CENTRAL FLORIDA AUCTION has established the following consequences to which an individual who violates the expectations and requirements set forth in this Code, or otherwise exhibits inappropriate or unethical behavior, as well as the dealerships or companies they represent, are subject, at the sole discretion of CENTRAL FLORIDA AUCTION.

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PROHIBITED CONDUCT

COMMERCIAL VIOLATIONS: CENTRAL FLORIDA AUCTION is committed to honesty, integrity, and fair dealing in its business operations and expects the same of Auction Customers.

Accordingly, Auction Customers are prohibited from engaging in certain activities, including, but not limited to, the following:

- Collusion/fraud/misrepresentation
- Paying of bribes/kickbacks
- Engaging in frivolous or abusive claims or litigation, or attempting to make unauthorized contact with management of CENTRAL FLORIDA AUCTION or its affiliated companies
- Abuse of CENTRAL FLORIDA AUCTION systems or commercial practices, as described in the CENTRAL FLORIDA AUCTION Policies currently in effect and as may be amended, from time to time, in CENTRAL FLORIDA'S sole discretion (the "CENTRAL FLORIDA AUCTION Policies")
- Failure to meet payment obligations
- Misrepresenting credentials or computer login IDs and passwords, or improperly allowing others to use them
- Escorting unauthorized persons onto Auto Auction Holdings' premises
- Excessive, abusive, or fraudulent use of arbitration procedures
- Facilitating "Curb stoning" vehicles
- Failure by third-party remarketers to accurately disclose third-party relationship
- Any other violation of the CENTRAL FLORIDA AUCTION Policies

CRIMINAL ACTIVITY OR VERBAL OR PHYSICAL ABUSE: The safety and security of its customers and employees is a core priority for CENTRAL FLORIDA AUCTION holdings. Therefore, Auction Customers are strictly prohibited from engaging in activity that could put safety and/or security in jeopardy, including, but not limited to, the following:

Such violations include, but are not limited to, the following:

- Failing CENTRAL FLORIDA AUCTION or Auction Access due diligence (e.g., appearing on the OFAC SDN list or law enforcement wanted list, being under investigation for criminal activity, dealer license suspension, etc.)
- Tampering with vehicles or other assets or equipment owned by another entity
- Assault or battery
- Fighting or belligerent conduct
- Threats of any kind, whether overt or implied

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- Use of profanity or derogatory epithets of any kind (e.g., racial, sexual, national origin, etc.)
- Abusive behavior or harassment of CENTRAL FLORIDA AUCTION personnel or anyone at our facilities
- Theft of any kind, in any degree
- Causing property damage
- Illegal possession of weapons or drugs at an auction location
- Unauthorized driving of vehicles
- Failure to obey posted signs or regulations, or to follow instructions given by CENTRAL FLORIDA AUCTION personnel
- Failure to obey safety rules
- Other criminal activity of any kind

CONSEQUENCES FOR VIOLATIONS OF THIS CODE

Such consequences include, but are not limited to, the following:

- Written or verbal warnings
- Mandatory coaching (e.g., regarding appropriate use of arbitration)
- Immediate expulsion from any CENTRAL FLORIDA AUCTION facility
- Temporary or permanent suspension from any or all CENTRAL FLORIDA AUCTION locations, or online (simulcast, OVE, etc.)
- Temporary or permanent suspension from buying or selling activities at individual CENTRAL FLORIDA AUCTION locations, or online (simulcast, OVE, etc.)
- Temporary or permanent suspension from buying or selling activities at all CENTRAL FLORIDA AUCTION locations, or online (simulcast, OVE, etc.)
- Temporary or permanent suspension from access to all CENTRAL FLORIDA AUCTION Holdings products and services

All customer suspensions or bans are FINAL and are at the, sole and absolute, discretion of CENTRAL FLORIDA AUCTION and/or and its affiliated companies.

Any questions regarding any consequences may be addressed only to CENTRAL FLORIDA AUCTION.

Print name:	Signature:	Date:

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S State of _____
County of _____

NOTARY ACKNOWLEDGMENT

On this ____ day of _____, 20____, before me, _____ [Name of Notary Public], _____ [Name of Document Signer] _____ personally appeared virtually/in person and known to me personally or proven to me through satisfactory evidence of identification, which was _____, to be the person whose name is subscribed to the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

The signer is signing
(as partner for _____, a partnership)
(as _____ for _____, a corporation)
(as attorney in fact for _____, the principal)
(as an individual on behalf of himself or herself)
(as _____ for _____ (a) (the) _____)

The document being acknowledged is _____, dated _____, and consisting of _____ pages.

I certify under penalty of perjury under the laws of _____ that the foregoing paragraph is true and correct to the best of my knowledge.

WITNESS my hand and seal.

Notary Public Signature

(SEAL)

Notary Printed Name

Title/Rank, if applicable

Registration/Serial Number, Notary ID, or Bar Number (where applicable)

My Commission/Appointment Expires _____

The notary public completing this acknowledgement verifies only the identity of the individual who signed the document to which this certification is attached, and not to the truthfulness, accuracy, or validity of the document itself.

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