



**SFLAA**  
SOUTH FLORIDA AUTO AUCTION  
*Of Ft. Lauderdale*

## Dealer Registration Package

REQUESTED by: \_\_\_\_\_ 8 pages

ATTENTION: Gigi Cardona (Dealer Registration)

EMAIL: dealerreg@southfloridaaa.com

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

- DEALER LICENSE CERTIFICATE
- SURETY BOND (IF APPLICABLE)
- SALES TAX CERTIFICATE (IF APPLICABLE)
- COPY OF A VOIDED COMPANY CHECK
- AUCTION ACCESS DEALERSHIP/BUYERS#

**We are pleased to announce we are now accepting Deal Shield**  
\*If you want to use Deal Shield, please let them know to add South Florida  
Auto Auction to your account\*

**SFLAA**  
3500 NW 21<sup>ST</sup> Street • Lauderdale Lakes, FL 33311  
Office: (954) 739-9996 • Fax: (954) 739-3359



**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, South Florida Auto Auction **will not** be responsible for lost or damaged in transit packages.

Date: \_\_\_\_\_ Dealer Name/Number \_\_\_\_\_

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Fedex Account#: \_\_\_\_\_

UPS Account#: \_\_\_\_\_

Regular Mail: \_\_\_\_\_ **\*\*choosing regular mail will be sent weekly on Fridays\*\***  
By selecting Regular mail, NO TRACKING # WILL BE AVAILABLE

UPS Service: Priority \_\_\_\_\_ Next Day \_\_\_\_\_ Next day saver \_\_\_\_\_ 2day \_\_\_\_\_ Ground \_\_\_\_\_

FEDEX Service: Priority \_\_\_\_\_ Standard \_\_\_\_\_ 2day \_\_\_\_\_ Exp.Saver \_\_\_\_\_ Ground \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Only if you wish to have titles sent periodically, please specify below, otherwise titles get mailed daily upon processing:

**Once a week:** \_\_\_\_\_

**Only when asked:** \_\_\_\_\_

**\*\*Please be advised it is the recipient responsibility to advise the auction of any changes in carrier or account number. Refusal to pay for received packages will incur up to a \$20 chargeback fee, and will be charged to your account & fee must be paid before any further titles will be mailed\*\***

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## DEALER REGISTRATION GUARANTY AGREEMENT

IN CONSIDERATION OF SOUTH FLORIDA AUTO AUCTION OF FT. LAUDERDALE, (hereinafter called Auction) allowing \_\_\_\_\_ (hereinafter called Dealership name) TO BUY AND SELL MOTOR VEHICLES THROUGH AUCTION, THE UNDERSIGNED DEALER AGREE AS FOLLOWS:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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 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.
7. 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.
8. 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.

9. Upon payment by Auction of any guarantee of payment pursuant to paragraphs 8, Auction shall be fully subrogated to any interest of Dealer in the claim paid by Auction.

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

11. 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.

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

13. 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.

14. 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.

15. 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.

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

17. Dealer gives **SOUTH FLORIDA AUTO AUCTION OF FT. LAUDERDALE** 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.

Date: \_\_\_\_\_  
Signature \_\_\_\_\_ Owner or Officer \_\_\_\_\_ Title \_\_\_\_\_

Date: \_\_\_\_\_  
Signature \_\_\_\_\_ Owner or Officer \_\_\_\_\_ Title \_\_\_\_\_



## AGENCY WITH POWER OF ATTORNEY INDEMNITY AND HARMLESS AGREEMENT

\_\_\_\_\_(HEREINAFTER DEALER) WHOSE PRINCIPAL PLACE OF BUSINESS IS IN \_\_\_\_\_, APPOINTS **SOUTH FLORIDA AUTO AUCTION OF FT. LAUDERDALE** 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 WITH REGARD TO ANY AND ALL MOTOR VEHICLES OWNED BY DEALER, WHICH ARE SOLD THROUGH SOUTH FLORIDA AUTO AUCTION OF FT. LAUDERDALE 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 THIS AGREEMENT, INCLUDING ALL EXPENSES AND ATTORNEY'S FEES INCURRED BY AUCTION, UNLESS CAUSED BY THE AUCTION'S OWN NEGLIGENCE.

NAME OF DEALER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

OWNER/OFFICER (sign): \_\_\_\_\_

OWNER/OFFICER (print): \_\_\_\_\_

-----**BELOW SECTION TO BE COMPLETED BY NOTARY**-----

STATE OF \_\_\_\_\_  
THE FORGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_ BY \_\_\_\_\_

PERSONALLY KNOWN  PRODUCED IDENTIFICATION

TYPE OF IDENTIFICATION \_\_\_\_\_

NOTARY SIGNATURE \_\_\_\_\_

PRINTED NAME OF NOTARY PUBLIC/STAMP \_\_\_\_\_

**\*\*PLEASE NOTARIZE IF NOT SIGNED AT AUCTION\*\***



## BLANKET CERTIFICATE OF RESALE

This is to certify that all material, merchandise, or goods (including reconditioning of motor vehicles) purchased by the undersigned from or through South Florida Auto Auction of Ft. Lauderdale, after \_\_\_\_\_ is purchases for the following purpose(s):

- (x) Resale as tangible personal property.
- (x) To be incorporated as a material or part of other tangible property to be produced for sale by manufacturing, assembling, processing, or refining.
- ( ) To be exported for sale, use, or consumption outside the continental limits of the United States.
- ( ) Other:

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 to execute this document for the purchaser named below. Any purchase or reconditioning of a motor vehicle is to recondition that motor vehicle for resale by a dealer and required to collect sales tax on retail sales or motor vehicles.

(COMPANY NAME) PURCHASER: \_\_\_\_\_

(PRINTED NAME OF OWNER/PRESIDENT) BY: \_\_\_\_\_

(SIGNATURE OF OWNER/PRESIDENT) X: \_\_\_\_\_

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## AAH CUSTOMER CODE OF CONDUCT

### POLICY

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

### PROHIBITED CONDUCT

- **COMMERCIAL VIOLATIONS:** AAH 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 AAH or its affiliated companies
  - Abuse of AAH systems or commercial practices, as described in the AAH Policies currently in effect and as may be amended, from time to time, in Auto Auction Holdings' sole discretion (the "**AAH 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 retail customers' access to the auction and/or "Curb stoning" vehicles
  - Failure by third-party remarketers to accurately disclose third-party relationship
  - Any other violation of the AAH Policies
- **CRIMINAL ACTIVITY OR VERBAL OR PHYSICAL ABUSE:** The safety and security of its customers and employees is a core priority for Auto 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:

- Failing AAH 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
- Use of profanity or derogatory epithets of any kind (e.g., racial, sexual, national origin, etc.)
- Abusive behavior or harassment of AAH 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 AAH personnel
- Failure to obey safety rules
- Other criminal activity of any kind

#### **CONSEQUENCES FOR VIOLATIONS OF THIS CODE**

AAH is a private marketplace, as described in the AAH 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 Auto Auction Holdings' desire to maintain a safe and secure environment, while ensuring the integrity of the auctions, AAH 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 Auto Auction Holdings. 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 AAH facility
- Temporary or permanent suspension from any or all AAH locations, or online (simulcast, OVE, etc.)
- Temporary or permanent suspension from buying or selling activities at individual AAH locations, or online (simulcast, OVE, etc.)
- Temporary or permanent suspension from buying or selling activities at all AAH locations, or online (simulcast, OVE, etc.)
- Temporary or permanent suspension from access to all Auto Auction Holdings products and services

All customer suspensions or bans are FINAL and are at the, sole and absolute, discretion of AAH and/or its affiliated companies. Any questions regarding any consequences may be addressed only to Auto Auction Holdings local branch.

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

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