



10 Industrial Drive, Exeter RI 02822
Ph: (401) 397-2801 Fax: (401) 397-2474
www.osautoauction.com

Thank you for applying at Ocean State Auto Auction. In order to process your Application in a timely manner, we ask that you provide the following information And documentation. A faxed application is also acceptable.

Ocean State Auto Auction Checklist

- ___ *Completed application with Owners Signature*
- ___ *Bank authorization form with Owners Signature*
- ___ *Copy of a voided business check*
- ___ *Copy of Current Dealer's License*
- ___ *Copy of Current Sales Tax Permit*
- ___ *Form showing Company name and Federal ID # : (front page of tax return, ss4, 1120, 1065, or 1040 form)*
- ___ ***Power of Attorney with Owner's signature (Notarized)*
- ___ ***List of Owners & Officers / guaranty with owner's signature (Notarized)*
- ___ *Proof of Ownership if Applicable (Articles of incorporation, minute page only)*
- ___ *Title/checks Mailing Preference Form (choosing FedEx or Ups will require your acct #)*

*****Two forms must be notarized.***

For your convenience, a notary is available at our Auction (Owner must be present)

***Our auction is on Thursdays - we open at 8:00 am – Auction starts at 10:00 am
(Complimentary breakfast is before 10:00 am)***

DEALER APPLICATION

Date: _____

Legal Name of Dealership _____

DBA _____

Address _____ City _____ State _____ Zip _____

Mailing Address (if different) _____

Telephone () _____ Cell () _____ Fax () _____

Email Address _____ Website Address _____

Dealers License # _____ Dealer Sales Tax # _____

Fed ID # _____ **Owner Signature** \ _____

Is the dealer an: Individual Partnership Corporation

Type of Dealership: Franchised Used Wholesale

If franchised, make of cars sold: _____

Date dealership was organized: _____

Method of payment if you buy: Cash Checks In-house Floor Plan

Would you like information concerning Ocean State Auto Auction's Floor Plan? Yes No

CREDIT INFORMATION

Bank _____ Contact Official _____

Telephone # _____ Fax# _____

Address _____

City, State, Zip _____

Account # _____

Date Account Established _____ Floor Plan Limit _____

REFERENCES

Other Auctions you attend:

Name _____ Name _____

Address _____ Address _____

City, State, Zip _____ City, State, Zip _____

LIST OF OWNERS AND OFFICERS

Name _____ Title _____ Soc. Sec. # _____

Home Address _____ City _____ State _____ Zip _____

Home Telephone _____ Cell _____

Name _____ Title _____ Soc. Sec. # _____

Home Address _____ City _____ State _____ Zip _____

Home Telephone _____ Cell _____

Name _____ Title _____ Soc. Sec. # _____

Home Address _____ City _____ State _____ Zip _____

Home Telephone _____ Cell _____

GUARANTY

In consideration of Auction allowing dealer to buy and sell motor vehicle through Auction, the undersigned, whether one or more, personally covenant, guarantee and warrant that the title to each vehicle sold by dealer through Auction will be good and be free and clear of all liens and encumbrances, whatsoever. The undersigned unconditionally agrees to reimburse Auction for any loss, damage, expense, or costs, including attorney's fees, incurred by Auction as a result of breach of the foregoing warranty of title as to any such motor vehicle.

The undersigned further guarantees full payment of any debts of Dealer to Auction, including any checks or drafts issued by Dealer or any of Dealers representatives, together with any loss or expense incurred by Auction in collecting or attempting to collect such debt, including attorney's fees.

The undersigned further guarantees the Odometer Mileage Statement given by or in behalf of the dealer in all sales of motor vehicles by it through the Auction, and agrees to reimburse, indemnify and hold harmless the Auction from all losses and expenses caused it by any such Odometer Mileage Statement. Guaranty issued by it in connection with any such sale, as well as any such sale, as well as any expense or costs incurred by Auction in collection or attempting to collect such losses, including attorney's fees.

The undersigned acknowledges that 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 the undersigned and without discharging or affecting the liability of the undersigned hereunder. This guaranty is to be a continuing guaranty and the undersigned hereby waives notice of acceptance of this guaranty and presentment, demand, protest, and any notice of nonpayment of dishonor. The undersigned shall be liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors or Dealer shall not affect the enforceability of this agreement.

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

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

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seal this _____ day of _____ 20____.

_____ Notarized \ _____
 (President or Owners Signature)

_____ Notarized \ _____
 (Owners Name Printed)

Date _____ **(Hereinafter referred to as Auction)**

Name of Dealership _____ Telephone# _____

(Hereinafter referred to as Dealer)

Address _____ City _____ State _____ Zip _____

***MUST BE NOTARIZED**

Dealership Name: _____ Dealership ID # _____

AUTHORIZED REPRESENTATIVES

The following person or persons are duly authorized to buy and sell automobiles, to execute checks or drafts, to execute bills of sale, odometer/mileage statements, assignments of titles and warranties of titles, on behalf of Dealer. The authority of the following persons to act on behalf of Dealer shall continue in full force and effect until terminated by Dealer, in writing, to the auction. Dealer does not hereby guarantee all transactions made by such persons, and does not indemnify and hold harmless the Auction, from all loss or expense caused it as a result of any such transactions including losses from dishonored checks, drafts, defective titles, and false or inaccurate Odometer/Mileage Statements, as well as any expense incurred in attempting to collect such losses including attorney's fees.

Representatives must be kept on the account for six months.

Only the company owner may Add/Delete representatives.

Each dealership may have only 5 representatives.

1.) Representative _____ **ADD** **DELETE**

Home Address _____ City _____ State _____ Zip _____

Date of Birth _____ Social Security # _____ - _____ - _____

Title _____ Home # _____ Cell # _____

Drivers License # _____ State _____ Email _____

OWNER'S SIGNATURE | _____ **Date** _____

2.) Representative _____ **ADD** **DELETE**

Home Address _____ City _____ State _____ Zip _____

Date of Birth _____ Social Security # _____ - _____ - _____

Title _____ Home # _____ Cell # _____

Drivers License # _____ State _____ Email _____

OWNER'S SIGNATURE | _____ **Date** _____

3.) Representative _____ **ADD** **DELETE**

Home Address _____ City _____ State _____ Zip _____

Date of Birth _____ Social Security # _____ - _____ - _____

Title _____ Home # _____ Cell # _____

Drivers License # _____ State _____ Email _____

OWNER'S SIGNATURE | _____ **Date** _____

4.) Representative _____ **ADD** **DELETE**

Home Address _____ City _____ State _____ Zip _____

Date of Birth _____ Social Security # _____ - _____ - _____

Title _____ Home # _____ Cell # _____

Drivers License # _____ State _____ Email _____

OWNER'S SIGNATURE | _____ **Date** _____

5.) Representative _____ **ADD** **DELETE**

Home Address _____ City _____ State _____ Zip _____

Date of Birth _____ Social Security # _____ - _____ - _____

Title _____ Home # _____ Cell # _____

Drivers License # _____ State _____ Email _____

OWNER'S SIGNATURE | _____ **Date** _____



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I, hereby, grant permission for an authorized bank employee to release credit information to Ocean State Auto Auction. The information which is submitted will be treated as confidential.

Dealership Owner Signature: _____ Date: _____

Bank Name _____ Dealership Name _____
Bank Address _____ Dealership Address _____
City, State, Zip _____ City, State, Zip _____
Telephone # _____ Dealership Contact _____
Bank Account # _____ OSAA Acct. # _____
Bank Fax # _____

DEALERS FILL OUT TOP PORTION ONLY

To Whom It May Concern:

Your bank has been designated as the principal depository and banking reference for the business listed above. It is our procedure to secure ratings on the checking accounts used by automotive dealers that conduct business with our auction. We would be grateful if you would check mark below your estimate of this account.

The account is: [] A regular account
[] A special account
[] Satisfactory
[] Unsatisfactory

Balances are: [] Low [] 3 Figures
[] Medium [] 4 Figures
[] High [] 5 Figures

Checking account established since _____

Has the account had insufficient checks within the last year? [] Yes [] No

If yes, how many YTD _____

Is credit: [] Secured [] Unsecured

Do you floor plan this account? [] Yes [] No

Floor plan line used _____

[] New \$ _____ [] Outstanding New \$ _____

[] Used \$ _____ [] Outstanding Used \$ _____

Above information given by: _____ Date: _____

Dealer Registration Manager: _____ Date: _____

POWER OF ATTORNEY

The undersigned, and its subsidiaries hereby duly appoint Ocean State Auto Auction Corp., located at Industrial Drive, Exeter, RI, 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 Ocean State Auto Auction Corp. 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 required by federal law.

In consideration of Ocean State Auto Auction Corp’s agreement to execute such documents on behalf of the undersigned shall from time to time, the undersigned shall indemnify, defend, and hold harmless Ocean State Auto Auction Corp, its affiliates, subsidiaries, officers, directors, employees, successors, 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 Ocean State Auto Auction Corp. or its employees or agents of any certificate of title, odometer statement, bill of sale, or other documents necessary to transfer ownership of consigned vehicles. Notwithstanding the foregoing, nothing contained herein shall be construed to require the undersigned to indemnify Ocean State Auto Auction Corp., its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from any loss resulting from any gross negligence or willful misconduct of Ocean State Auto Auction Corp. or its employees or agents.

This Power of Attorney shall be effective as of the date of signing hereof on behalf of the undersigned and expires on December 31, 2015, unless earlier 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.

_____ Dealership Name

_____ Dealership Name

Sign By: _____

Printed By: _____

Title: _____

Subscribed and sworn to before me this _____ Day of _____ 20_____.

_____ Notary Public

Commission Expiration: _____ County of Residence: _____

*****MUST BE NOTARIZED*****

Titles Checks Mailing Preference with Account Number

- Regular Mail
- Hold for Pick Up
- Fed Ex Acct # _____ One-Day Two-Day
- UPS Acct # _____ One-Day Two-Day

Owner's Signature _____

Dealership Name _____

Dealership ID# _____ Date _____

Please choose one option for Titles and another for Checks.
If you choose FEDEX or UPS, this method is at your expense.



**To all of our
Citizens Bank, Charter One and Banco Popular
Customers**

Ocean State Auto Auction requires a bank reference check on all of our customers who choose to pay with a business check.

Unfortunately, Citizen's Bank, Charter One, and Banco Popular will no longer provide banking references directly to third party business.

Effective August 10, 2009, any dealership with a Citizen's Bank, Charter One, or Banco Popular checking account on file with OSAA, will be provided with a bank reference form to be completed by your local branch.

This form MUST be filled out completely by an *authorized* bank official and must be returned with an official bank stamp.

Your dealership will be responsible for the return of the completed form.

Any missing information may result in a "hold" placed on titles.

We apologize for any inconvenience