



## Items Needed to Register with ABS

- 1) Application
- 2) Agent Authorization
- 3) Dealer Agreement
- 4) Resale Certificate
- 5) Copies of Dealer License, Bond, Resale Permit and Salesperson's License and/or Driver's License for the Dealer and all agents.
- 6) \$150 Registration Fee

### If you wish to pay with Company Checks, also provide:

- 7) Copy of most recent Bank Statement (all pages)
- 8) Articles of Incorporation with Statement of Information page (if a corporation)
- 9) Personal Guaranty (if a corporation)

**Fax Back to ABS at (888) 712-8271**



## Registration Application

<b>BUSINESS INFORMATION</b>								
<u>Business Name</u>			<u>DLR #</u>		<u>How Long in Business</u>		<input type="checkbox"/> Sole Prop <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corp	
<u>Business Address</u>				<u>City</u>		<u>State</u>	<u>Zip</u>	
<u>Phone #</u>		<u>Fax #</u>		<u>Cell #</u>		<u>Email Address</u>		
<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Lease		<u>Landlord (Business)</u>			<u>Phone #</u>		<u>Mnthly Payment</u>	
<u>Previous Business or Employment</u>				<u>Type of Business</u>			<u>How Long</u>	
<b>PERSONAL INFORMATION</b>								
<u>Owner's Name</u>			<u>Birth date</u>		<u>Drivers License</u>		<u>Soc. Sec. #</u>	
<u>Address</u>			<u>City</u>			<u>State</u>	<u>Zip</u>	
<u>Home Phone#</u>			<u>How Long</u>		<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Lease		<u>Mnthly Payment</u>	
<u>Previous Address (to cover 5 years)</u>			<u>City</u>		<u>State</u>	<u>Zip</u>	<u>How Long</u>	
Have you ever had any property repossessed? <input type="checkbox"/> Yes <input type="checkbox"/> No		Any Lawsuits Pending Against You? <input type="checkbox"/> Yes <input type="checkbox"/> No		Have you ever filed bankruptcy or is bankruptcy in process? <input type="checkbox"/> Yes <input type="checkbox"/> No		Have you ever had any tax liens against you? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>BANKING INFORMATION</b>								
<u>Bank Name</u>				<u>Bank Contact</u>				
<u>Address</u>			<u>City</u>			<u>State</u>	<u>Zip</u>	

HAVING MADE APPLICATION TO BID AND BUY THROUGH THE ABS PROGRAM, I UNDERSTAND THAT I WILL PAY FOR ANY PURCHASES WITH CERTIFIED FUNDS UNTIL MY APPLICATION HAS BEEN PROCESSED AND I AM NOTIFIED BY ABS THAT I AM APPROVED TO PAY WITH COMPANY CHECKS.

**BANK/CREDIT AUTHORIZATION** THE UNDERSIGNED DEALER HEREBY AUTHORIZES THE AUCTION TO OBTAIN A WRITTEN BANK/CREDIT REPORT REGARDING THE DEALERSHIP AT ANY TIME, UNTIL THIS AUTHORIZATION SHALL BE TERMINATED IN WRITING BY THE DEALERSHIP. DEALER FURTHER REPRESENTS THAT WITHIN THE LAST FIVE YEARS HE HAS NOT BEEN THE SUBJECT OF A DMV ADMINISTRATIVE ACTION OR OTHER REGULATORY, ADMINISTRATIVE, OR CRIMINAL ACTION; HAS NOT BEEN SUED BY ANOTHER AUCTION; HAS NOT HAD A CLAIM FILED AGAINST DEALER BOND, OR HAS NOT HAD DEALER BOND CANCELLED BY A BOND COMPANY; AND HAS NOT BEEN INVOLVED IN ANY CIVIL ACTION THAT WOULD IMPAIR DEALER'S ABILITY TO PAY FOR VEHICLES PURCHASED THROUGH THE AUCTION, EXCEPT AS FOLLOWS: AUCTION IS RELYING ON THE BANK/CREDIT REPRESENTATIVES MADE BY DEALERSHIP IN GRANTING DEALERSHIP AUCTION PRIVILEGES, INCLUDING THE ABILITY TO PURCHASE AND SELL VEHICLES THROUGH THE AUCTION.

DEALER HEREBY REPRESENTS THAT ALL THE INFORMATION ON THIS FORM IS TRUE AND ACCURATE, DEALER WILL HONOR ANY AND ALL CHECKS AND DRAFTS DELIVERED TO ABS WRITTEN BY THE ABOVE; DEALER UNDERSTANDS THAT IT IS RESPONSIBLE TO NOTIFY IN WRITING ABS AUTO AUCTIONS OF AUTHORIZED AND/OR NON-AUTHORIZED BIDDERS WHO ARE IN THEIR EMPLOY.

THE UNDERSIGNED (1) MAKES THE ABOVE REPRESENTATIONS, WHICH ARE CERTIFIED CORRECT, FOR THE PURPOSE OF SECURING CREDIT; (2) AUTHORIZES ABS TO GATHER WHATEVER CREDIT AND EMPLOYMENT HISTORY IT CONSIDERS NECESSARY AND APPROPRIATE, AND ALSO FOR ABS TO DELIVER INFORMATION CONCERNING THIS APPLICATION TO OTHERS; (3) UNDERSTANDS THAT ABS WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED, AND THAT IT IS APPLICANT'S RESPONSIBILITY TO NOTIFY ABS OF ANY CHANGES OF NAME, ADDRESS, EMPLOYMENT, OR OTHER MATERIAL INFORMATION.

Applicant \_\_\_\_\_ Date \_\_\_\_\_



**CONFIDENTIAL**

**CREDIT CARD AUTHORIZATION FORM**

**DEALER NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

**DEALER NO.** \_\_\_\_\_

I authorize ABS to charge my credit card \$ \_\_\_\_\_ for purchase/service rendered.

Visa

Master Card

**Exp. Date** \_\_\_\_\_

**Last 4 digits of Credit Card** \_\_\_\_\_

**Name as it appears on Billing Statement** \_\_\_\_\_

**Address as it appears on Billing Statement** \_\_\_\_\_

**ZIP** \_\_\_\_\_

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

**Prepared by:** \_\_\_\_\_ **Processed by** \_\_\_\_\_  
(Accounting Staff only)

*Note: 1) Credit card information should only be retained for the time needed to process.  
Note: 2) Credit card information should be destroyed immediately after processing.*

**Accounting only: Cut along the dotted line and drop credit card # in a secured "Shred It" box immediately after processing.**



**Credit Card #** \_\_\_\_\_



- 1.) As the Dealer, I hereby authorize the person(s) listed below to transact business on my dealership's behalf. I agree to honor all bids and checks presented to ABS by such agents.
- 2.) I further represent and warrant that I shall notify ABS in writing, when and if any authorized buyer or check signer is no longer authorized to perform such duties for the dealer.
- 3.) Please include the following for each name listed below:
  - a.) Copy of Salesman's DMV License (if a buyer), in states where applicable
  - b.) Copy of Driver's License (if buyer, ck. signer, pick-up or title pick-up)

1.) Name \_\_\_\_\_  Bidder/Buyer  Ck. Signer  Pick-up  Title Pick-up  
 DL# \_\_\_\_\_ Salesman's License # \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_ PID \_\_\_\_\_

2.) Name \_\_\_\_\_  Bidder/Buyer  Ck. Signer  Pick-up  Title Pick-up  
 DL # \_\_\_\_\_ Salesman's License # \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_ PID \_\_\_\_\_

3.) Name \_\_\_\_\_  Bidder/Buyer  Ck. Signer  Pick-up  Title Pick-up  
 DL # \_\_\_\_\_ Salesman's License # \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_ PID \_\_\_\_\_

4.) Name \_\_\_\_\_  Bidder/Buyer  Ck. Signer  Pick-up  Title Pick-up  
 DL # \_\_\_\_\_ Salesman's License # \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_ PID \_\_\_\_\_

- 4.) ABS will require each authorized agent who may transact business at any ABS Auto Auction Location to show a valid Driver's License. ABS must have the agent's name and driver's license number ON FILE. If agent's information is not on file, they will not be allowed to conduct business on your behalf; this includes access to any auction locations, pick-up of vehicles and/or titles.

### Title Delivery Method

Please choose ONE of the following delivery methods. All titles will be sent via the option you have selected. To change your delivery method, it must be in writing.

#### (Choose One)

- A.  I will pick up Title(s) from the San Bernardino Location.
- B.  I will pick up Title(s) from the Branch Location where the vehicle was purchased.
- C.  I wish Title(s) to be sent overnight via OnTrac, at my cost. OnTrac Acct# \_\_\_\_\_.  
(Please call OnTrac at 877-225-6837 for a special discounted rate).
- D.  I wish Title(s) to be sent regular mail (ABS will not be responsible for lost titles).
- F.  I wish title(s) to be sent overnight via FedEx, at my cost. FedEx Acct. # \_\_\_\_\_.
- G.  Pickup all at specific branch (regardless of where vehicle was purchased). \_\_\_\_\_

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Driver's License # and Expiration date

FAX ALL DOCUMENTS TO  
Art McKee (888) 712-8271

# Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)													
Address (Street & number, P.O. Box or Route number)														
City, State, ZIP code														
Texas Sales and Use Tax Permit Number (must contain 11 digits)														
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 100%; height: 20px;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> </tr> </table> </td> </tr> </table>		<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> <td style="width: 10%; border: 1px solid black; height: 15px;"></td> </tr> </table>												
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Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico														
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 100%; height: 20px;"></td> </tr> </table> (Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)														

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased on the attached order or invoice:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:


\_\_\_\_\_

\_\_\_\_\_

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

*I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

 Purchaser	Title	Date
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Entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between AUTO BUYLINE SYSTEMS, INC. DBA ABS Auto Auctions, having a principal place of business at 1620 Fairway Drive, Colton, Ca. 92324 (hereinafter referred to as "ABS"), and \_\_\_\_\_ (hereinafter referred to as "Dealer"), now located at \_\_\_\_\_

Street Address

City

State

Zip

WHEREAS, ABS is in the business of running a wholesale sealed bid auction and online book sheet sale to facilitate the purchase and sale of dealers' used car wholesale inventories by and between its dealer network (hereinafter "System") and dealer desires to participate in the System.

NOW, therefore, for good and valuable consideration, as hereinafter set forth, the parties hereby agree as follows:

- 1.) **Service:** Dealer agrees to, and ABS accepts Dealer to utilize the services provided by ABS, pursuant to the terms of this agreement.
- 2.) **Term:** The term of this Agreement shall be on a month-to-month basis until terminated with or without cause by either party.
- 3.) **ABS Provision of Services:**
  - a.) ABS shall provide to Dealer, ABS policies, procedures, all necessary forms, instructions and information for dealers to participate in the auction.
  - b.) ABS shall handle all arbitration arising between participating dealers.
- 4.) **Dealer Responsibilities:** Dealer agrees to be bound by and follow ABS policies, as they may be modified from time to time.
- 5.) **Termination:** Either party may terminate this agreement with 30 days written notice, without cause; or immediately with cause. Termination of this agreement does not excuse Dealer from payment of any and all amounts due, or compliance with ABS policies. Dealer shall be obligated to finalize, in a timely fashion, any and all pending transactions with ABS.
- 6.) **Grant of Security Interest:** ABS hereby retains and the Dealership hereby grants, a security interest in all vehicles sold to the Dealer, through the auction, to guarantee payment of all sums due on account. The prevailing party in any litigation between Dealership and ABS shall be awarded reasonable attorney fees, including fees for cost of collection. Venue of any action shall be in the Superior Courts of the County of San Bernardino, and the law of the State of California shall govern. ABS reserves the right to repossess any vehicle that Dealership presents NSF checks for.
- 7.) **Fees:** Please visit our website at [www.absautoauctions.com](http://www.absautoauctions.com) to view our buy fees. Fees are subject to change without notice.
- 8.) **Test-Drive Release and Waiver of Liability and Indemnity:** WHEREAS DEALER shall mean the undersigned, its officers, agents or employees; and WHEREAS DEALER wishes as part of its pre-auction inspection to test-drive certain vehicles prior to bidding on them at the auction, and ABS AUTO AUCTIONS is permitting the DEALER to test-drive these certain vehicles prior to bidding on them, the DEALER agrees as follows:
  - a.) **Test Drive:** Dealer shall not test-drive vehicles without permission, and only in areas and under the terms and conditions specified by ABS, including obeying posted speed limits, and driving with seatbelts fastened.
  - b.) **Release:** Dealer hereby releases, waives, discharges and covenants not to sue ABS, its officers, agents, employees, or the consignor of the test-driven vehicle, from all liability, for any loss or damage and any claim or demands therefore, on account of injury to the person or property, or resulting in the death of the DEALER, while the DEALER is in, upon, about or outside the premises of AUCTION test-driving vehicles.
  - c.) **Indemnity:** DEALER hereby agrees to indemnify and save and hold harmless ABS, its officers, agents, employees and the consignor of the test-driven vehicle and each of them from any loss, liability, damage or cost they may incur due to the DEALER'S test-driving of vehicles in, upon, about or outside the premises of ABS.
  - d.) **Assumption of Risk:** DEALER acknowledges that no representatives, express or implied, are given regarding the condition of any vehicle to be test-driven. DEALER hereby assumes full responsibility for, and risk of bodily injury, death or property damage, due to the negligence of others or otherwise, while test-driving vehicles in, upon, about or outside the premises of ABS. Any damage caused to any vehicle by a buyer or his representative in excess of \$250, shall result in the purchase of the vehicle(s) in the amount of the lesser of consignor's cost or Manheim Market Report value.
  - e.) **Security Interest:** DEALER hereby grants ABS a security interest in, and right to set-off against, any sums or vehicles held by ABS for DEALER's account, to secure payment for any damages caused by DEALER's test- driving.
  - f.) **Miscellaneous:** DEALER further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
  - g.) **Legal Disputes:**
    1. Arbitration/Mediation – In the event of a dispute, a party may demand binding arbitration or mediation, as applicable, and thereafter the parties shall refer the dispute to a mutually acceptable service. If the parties are unable to agree on an arbitration or mediation service within 30 days after such a demand is presented, then the Los Angeles office of the Judicial Arbitration and Mediation Service (JAMS), or the nearest such office, shall be deemed the arbitration/ mediation service, and their rules shall govern. If the parties do not agree to first mediate their dispute, then they shall proceed directly to binding arbitration.
    2. Attorney's Fees – The prevailing party in any litigation over this agreement, including arbitration, shall be awarded court costs and attorney's fees, including fees on appeal.
    3. Governing Law – The laws and courts of the State of California shall govern all questions or disputes relating to interpretations, performance, validity, enforcement, or effect of this agreement.
- 9.) **Entire Agreement and Construction:** This Agreement contains the entire agreement between the parties regarding its subject matter. It shall become effective only once accepted and executed by both parties. No statement or promise, except those in this Agreement, have been made or relied upon by either party. No amendment, waiver, termination or discharge of this Agreement, or any provision of it, shall be binding on either party, unless confirmed in writing and signed by both parties to this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, it shall be deemed omitted, and the remaining provisions shall remain in full force and effect.
- 10.) **Controlling Law/Arbitration:** This Agreement shall be construed according to the laws of the State of California. The exclusive jurisdiction for the resolution of any disputes shall be the Superior Courts of the County of San Bernardino. Any controversy or claim arising from, or relating to this Agreement or its breach, shall be submitted at the written request of either party not less than thirty days in advance of the submittal to arbitration, in accordance with the rules of the American Arbitration Association. Unless the parties agree otherwise, the party receiving notice of the arbitration shall choose the site of the arbitration. Judgment on such award may be entered in any court having appropriate jurisdiction or application may be made to that court for judicial acceptance of the award as the party seeking to enforce that award may elect. The prevailing party in any dispute arising from or related to this Agreement shall be entitled to its attorney fees and costs.

IN WITNESS WHEREOF, we the undersigned, do agree to the terms and conditions of the preceding, and do hereby execute this Agreement effective as of the date specified herein.

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



**PERSONAL GUARANTY**

The undersigned hereby personally guarantees (“Guaranty”) all obligations of the applicant Dealership, including without limitation all sums due for payment on vehicles, auctions charges, etc. This Guaranty is given as additional security to secure the payment or performance by the dealership herein, hereafter the “Dealership”, of all obligations and sums due and to become due, hereafter the “Debt”, from Dealership to ABS Auto Auctions (“Auction”). The undersigned Guarantor unconditionally guarantee and promise to pay to Auction, or order, on demand, in lawful money of the United States, the Debt due Auction.

The obligations of Guarantor under this Guaranty shall not be discharged or impaired or otherwise affected by, and Guarantor hereby expressly waives and surrenders any defense to Guarantor’s liability hereunder based upon, any of the following: The failure of ABS to assert any claim or demand or to enforce any right or remedy against Dealer; any extension, modification, or renewal of any kind, of the obligations, in whole or in part, without notice to, or further assent from, Guarantor; the rescission, waiver, amendment or modification of any of the terms or provisions of the Dealer Agreement and/or Auto Auction Policies; the voluntary or involuntary liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of Dealer or Guarantor, or any other similar proceeding affecting the status, existence, assets or obligations of Dealer or any other Guarantor.

This Guaranty is in addition to such other security as Auction now or hereafter may have. AUCTION may surrender or release all or any portion of such other security without affecting this Guaranty. It shall not be necessary for AUCTION to enforce payment by Guarantors of the DEBT, to first institute suit, or to pursue or exhaust remedies against DEALERSHIP, or against any other security that Borrower may have given AUCTION. Guarantors acknowledge that this guaranty is in effect and binding on Guarantors without reference to whether it is signed by any other person or persons. Guarantors agrees that this Guaranty shall continue in full force and effect notwithstanding the death of Guarantors, or the release by agreement or by operation of law of, or the extension of time to, any other guarantor or guarantors, if any, as to the obligations then existing. Liability of the Guarantors hereunder shall not be affected or impaired by the existence, from time to time, of any indebtedness or liability of the DEALERSHIP to AUCTION in excess of the amount of this Guaranty.

This Guaranty agreement shall remain in full force and effect until all of the DEBT has been fully paid, and shall be binding upon Guarantors, and each of them, their heirs, successors, executors, administrators, and legal representatives and, along with all rights and benefits existing and to exist hereunder, shall inure to the benefit of and be available to AUCTION, and each of them, and their respective successors and assigns. Guarantors agree that the obligations of this Guaranty agreement shall be governed by the laws of the State of California. Venue shall be in the County of San Bernardino. In the event that legal action is commenced to enforce the performance and any payment that may become due under the Guaranty, Guarantors, without demand, shall pay AUCTION, or any of them such reasonable attorney’s fees and costs as shall be determined by the court.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY EXECUTES THIS PERSONAL GUARANTY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

Guarantor:  
\_\_\_\_\_  
Name (Print)  
  
\_\_\_\_\_  
Position  
  
\_\_\_\_\_  
Signature

Date

Borrower:  
\_\_\_\_\_  
Corp. Name  
  
\_\_\_\_\_  
DBA Name  
  
\_\_\_\_\_  
Address- Number and Street  
  
\_\_\_\_\_  
Address- City and State