

#### **Brainerd**

### **CMD Auction Fees**

Vehicle Purchased or Sold	Auction Fee
\$1-\$999	\$100
\$1,000 - \$1,399	\$125
\$1,400 - \$2,999	\$150
\$3,000 - \$5,999	\$175
\$6,000 - \$9,999	\$225
\$10,000 - \$14,999	\$275
\$15,000 - \$19,999	\$350
\$20,000 and above	\$400

#### **Detailing Charges**

Interior only ...... \$50

- Vacuum
- Clean Windows
- Wipe Dash

Interior/Exterior......\$70

- Vacuum
- Clean Windows
- Wipe dash
- Tire Shine
- Wash Outside

Post-Sale Inspection – 3 Day Frame & Drive ...... \$100

The buyer is financially responsible for payment of the PSI fee regardless of vehicle pass or fail.

**Arbitration** ......\$100

Buying dealer may only arbitrate amounts over \$600.00, see CMDA Arbitration policy for full details.

After a failed Post Sale Inspection, buyer can request to move to arbitration process and the NAAA Arbitration Policy and the CMD AUCTION Arbitration Policy would govern arbitration. If merit is found, seller is responsible for \$100 arbitration fee. If no merit is found, buyer is responsible for \$100 arbitration fee

Late Title Fee ...... \$25.00

If title is not received within 21 days of sale date, a late title fee of \$25 will be imposed.

Online Buyer Simulcast Fee ............ \$40.00 per vehicle purchased online using Simulcast

Late Payment Fee ......... \$100.00 per vehicle (per week) if not paid within 3 business days of purchase.



10294 Business 371 Brainerd, MN 56401

# **Dealership Registration**

Thank you for your interest in attending our auction. We look forward to providing you with the highest quality of service. Central Minnesota Dealer Auction is located at 10294 Business 371 in Brainerd, MN. Our sales are every Thursday at 10:00 AM.

# To expedite your registration, please complete the following forms, sign where required, and return to us via:

• Email: brittanys@cmdauction.com

Mail: 10294 Business 371, Brainerd, MN 56401

• Fax: 218-454-2911

#### Please include with your completed information the following items:

- Copy of your Dealers License
- Photo ID of Owner and Authorized Representatives
- Sales Tax Certificate
- Copy of your security Bond & Insurance Certificate

We look forward to you joining us on auction day. Allowing us time to process your information provides us with the ability to have your account created prior to your arrival.

Thank you for choosing Central Minnesota Dealer Auction.



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# **Access Registration Checklist**

### **Required Documents**

- Copy of Dealer License
- Copy of Picture ID and/or Auction Access Badge
- Copy of Sales Tax Certificate (Retail Dealers)
- o Copy of Security Bond & Insurance Certificate
- Title Clerk Authorization
- o Letter of Guarantee Signed & Dated
- Registration Application pg. 1: (Must have Federal Tax ID for business and owner's information including Social Security numbers)
- o Registration Application pg. 2: (must be signed by Owner/Officer/Manager)
- o W-9: Filled out and signed by Owner/Officer/Manager
- Individual Authorization Letter
- Dealer Authorization of an Individual: One per representative, must be signed by Owner/Officer/Manager.
- Title Handling Method



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### **Title Clerk Authorization**

The undersigned, and its subsidiaries hereby duly appoint Central Minnesota Dealer Auction and/or its employees to act as our Agent to sign all papers and documents that may be necessary pertaining to the sale and subsequent title transfer of the vehicles owned by the undersigned and consigned to Central Minnesota Dealer Auction for sale, including without limitation, any title, title transfer document, reassignment of odometer statements as required by federal or state law.

In consideration of Central Minnesota Dealer Auction's agreement to execute such documents on behalf of the undersigned from time to time, the undersigned shall indemnify, defend, and hold harmless Central Minnesota Dealer Auction, 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 of nature, arising from the execution of transfer of ownership of any consigned vehicle or from the execution by Central Minnesota Dealer Auction or its employees or agents of any certificate of title, odometer statement, bill of sale, or other document necessary to transfer ownership of a consigned vehicle. Notwithstanding the foregoing, nothing contained herein shall be construed to require the undersigned to indemnify Central Minnesota Dealer Auction from any loss resulting from any gross negligence or willful misconduct of Central Minnesota Dealer Auction or its employees or agents.

This Authorization shall be effective as of the date of hereof on behalf of the undersigned and shall continue until terminated by the undersigned in its sole discretion.

This Authorization supersedes any previous authorization to act as Agent for the undersigned.

Company Name: \_\_\_\_\_

Auction Access # (If applicable):	
Signature of Owner/Officer/Manager:	
Printed Name of Owner/Officer/Manager:	



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# **Letter of Guaranty**

In consideration of the Central Minnesota Dealer Auction (aka CMDA) allowing Dealer to buy and sell motor vehicles through the CMDA, the undersigned, whether one or more, personally covenant, guarantee and warrant that the title to each vehicle sold by Dealer through CMDA will be good and will be free and clear of all liens and encumbrances, whatsoever. The undersigned agrees to reimburse CMDA for any loss, damage, expense, or costs, including attorney's fees, incurred by CMDA as a result of breach of the foregoing warranty as to any such motor vehicle. The undersigned further guarantees full payment of any debts of Dealer to CMDA, including any checks or drafts issued by Dealer or any Dealer's representatives, together with any loss of expense incurred by CMDA in collecting or attempting to collect such debt, including attorney's fees.

The undersigned acknowledges that CMDA shall have the right to refuse to transact with Dealer, to modify or release any and all collateral security, to extend or charge time if payment and to settle or compromise with Dealer without notice to the undersigned and without discharging to affecting the liability of the undersigned hereunder. The guaranty is to be a continuing guaranty and the undersigned hereby waives notice of acceptance of this guaranty and presentment, demand, protect, and any notice of non-payment 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 enforcement of the agreement.

It is understood and agreed between Seller, the Purchaser, and Central Minnesota Dealer Auction that the CMDA does NOT provide insurance for theft, fire, hail, or other damage to a motor vehicle. CMDA does NOT furnish liability insurance while said vehicle is being operated, either on or off public streets and highways.

While Central Minnesota Dealer Auction does assist in locating drivers for Seller and Purchaser to drive vehicles to or from CMDA's premises to the Seller and/or Purchaser's premises, CMDA acts only as Purchaser's and Seller's agent in disbursement of funds for services and payment for driver's services is the obligation of Sellers and Purchasers. Seller and Buyer are free to select other drivers of their own choice.

Seller also understands that CMDA may, in its direction, add gasoline to said vehicle and/or have said vehicle washed and Seller hereby accepts said vehicle in its present condition and it is understood that removal of said vehicle from CMDA premises shall preclude Buyer from asserting any and all claims concerning said vehicle.

The buyer and Seller hereby agree that CMDA is acting and shall act as their mutual agent in the sale of a vehicle. Seller hereby instructs CMDA to sell said vehicle. Buyer and Seller hereby state that they have read and understood the same and hereby agree to be bound by the same as is fully incorporated herein. Said posted terms and conditions include but are not limited to CMDA's commission schedule for sales and regulations for buy fees.

This instrument shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall ensure to the benefit of the CMDA, it's successors, assigns and subrogates.

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

IN WITNESS, WHEREOF the undersigned have hereu	nto set their hands and seals this
day of	, 20
Name of Dealership:	
Auction Access # (if applicable):	
Witness Print:	Owner/Officer/Manager Print:
Witness Sign:	Owner/Officer/Manager Sign:
	Owner/Officer/Manager Print:
	Owner/Officer/Manager Sign:



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# **Registration Application**

#### **Dealership Information** Trade or DBA Name: \_\_\_\_\_ Legal Name (if different): \_\_\_\_\_ Company Type: Business Corporation Limited Liability Company ☐ Unlimited Liability Company Check all that apply New Used Lease Wholesale Parts Salvage Export Rental Automobile Motorcycle Moped RV Mobile Home Trailer (pull behind) Motorcycle (off road) ATV Snowmobile **Heavy Equipment** Boat Personal Watercraft Airplane Unknown Lot Address: \_\_\_\_\_ **Contact Information** \_\_\_\_\_\_ State\_\_\_\_\_\_ Zip\_\_\_\_\_\_ City\_\_\_\_ Mailing address (if different): City\_\_\_\_\_\_State\_\_\_\_\_Zip\_\_\_\_\_ Business Phone: \_\_\_\_\_- \_\_\_\_ Cell Phone: \_\_\_\_-\_\_-

Business Fax: \_\_\_\_\_\_\_ Email Address: \_\_\_\_\_

Website Address: \_\_\_\_\_



#### **Agreement**

By signing below, you (1) agree to the terms of this application, any exhibits hereto, and CMDA's Terms and Conditions as they may be amended from time to time and posted on www.CMDAuction.com, (2) warrants that you are solvent, properly registered to do business and licensed as a dealer (if applicable), and that the information provided herein is complete, accurate, and truthful, (3) acknowledges that registration in the CMDA System is no guarantee of purchasing privileges or credit with any Customer, which each retain the discretion to deal with you as they see fit, (4) agrees to be bound by the policies and procedures of each Customer at which you register or transact with your CMDA access credentials

You agree that these terms and any other commitments or account forms submitted to CMDA, its affiliates, and any Customers, 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 online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

#### **Signature**

Legal Name of Entity (Corp/LLC/LLP/ULC/Partnership/Individual)		
Ву:		
Printed Name of Authorized Signer (Owner/Officer/Manager)		
Signature of Authorized Signer (Owner/Officer/Manager)	Date of Signature	
References		
References  Auction Name	<u>Phone Number</u>	
	<u>Phone Number</u>	

Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

#### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.				
	2 Business name/disregarded entity name, if different from above				
8	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:				
Print or type	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  Exemption from FATCA reporting code (if any)				
Ē	Other (see instructions) > (Applies to accounts maintained outside the U.S.)				
_	5 Address (number, street, and apt. or suite no.)  Requester's name and address (optional)				
	6 City, state, and ZIP code				
	7 List account number(s) here (optional)				
P	Taxpayer Identification Number (TIN)				
res ent	er your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid kup withholding. For individuals, this is generally your social security number (SSN). However, for a dent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other ties, it is your employer identification number (EIN). If you do not have a number, see How to get a on page 3.				
	e. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for Employer identification number				
	delines on whose number to enter.				
P	Certification				
Un	ler penalties of perjury, I certify that:				
1.	The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and				
	am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and				
3.	am a U.S. citizen or other U.S. person (defined below); and				
4.	he FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.				
bed inte	tification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding ause you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage rest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and erally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the ructions on page 3.				

#### General Instructions

Signature of

U.S. person ▶

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

#### Purpose of Form

Sign

Here

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- . Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- . Form 1099-S (proceeds from real estate transactions)
- . Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- . Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.



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### **Individual Authorization Letter**

# Agreement Date: \_\_\_\_\_ To Whom It May Concern: You, the individual referenced below ("Individual" or "you"), wish to register, as of the date listed above, with, CMD Auction. You hereby authorize CMDA to provide, obtain, store, use, and share amongst themselves, and externally, as each see fit, the information contained on this application, on any other forms provided to CMDA, and other information regarding you and/or your dealings with each, including transaction, bank, and credit information and consumer reports. You understand that CMDA provides this information to said Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Customers are not limited to businesses engaged in the automobile dealer or auction industries, but may also include other businesses providing goods or services to such industries. By signing below, you (1) agree to the terms of this registration and CMDA Terms and Conditions (as they may be amended from time to time) posted on www.CMDAuction.com, (2) warrant that you are solvent and the information provided herein is complete, accurate, and truthful, (3) acknowledge that registration with CMDA is no guarantee of purchasing privileges or credit with any Customer, (4) agree to be bound by the policies and procedures of each Customer with whom you deal or attend, (5) agree that 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, and (6) agree to disclose CMDA numbers only to subscribing Customers. You agree that these terms and any other commitments or account forms submitted by you to CMDA, 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, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format. Date of Birth: \_\_\_\_\_\_ Taxpayer ID Number: \_\_\_\_\_ SSN: \_\_\_\_\_ Photo Identification ID Number: State: Expiration Date: Contact Information Address: \_\_\_\_\_ City: \_\_\_\_ State: \_\_Zip: \_\_\_\_ Mobile Number: \_\_\_\_\_- Business Number: \_\_\_\_-

Email: \_\_\_\_\_\_ Fax: \_\_\_\_\_\_



Dealership Name:

10294 Business 371 Brainerd, MN 56401

### **Dealership Authorization of an Individual**

By signing approval below, the dealership referenced above ("you", "your", or "yours") authorizes CMDA ("we", "us", or
"our") to register the individual listed above ("Individual") 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).

Subject to our acceptance of this authorization, you acknowledge the following: (i) the capacities in which the Individual is authorized as your agent apply at the Central Minnesota Dealer Auction (CMDA) authorization will be valid until one business day after we receive and process your written notice of termination in the form of a Dealer Removal Letter; and (iii) once processed, the most recent authorization received and accepted by us will replace any prior authorization(s) for the Individual for transactions thereafter.

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 at or with any Customer. All categories, including "Drivers," may pick up, receive, and/or deliver cars or other property on or for your account.

You 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 also guarantee that the Individual will honor the CMDA Terms and Conditions (as they may be amended from time to time and posted on www.CMDAuction.com), conduct business with us and our Customers in a fair and ethical manner, honoring all policies and procedures of each and respecting decisions of ours or our Customers with respect to same. You will indemnify and hold harmless Customers, CMDA, each's affiliates, and the officers, directors, employees, and agents of each of the foregoing, against any liability, loss, damages (including punitive damages), claim, settlement payment, cost, expense, award, judgment, fee, or other charge, including reasonable attorneys' fees, arising out of or relating to the authorized Individual's actions, as well as any expense incurred in attempting to collect such losses, including attorney fees.

Our Customers are third-party beneficiaries of this authorization agreement. At their election, and in their sole discretion, they may avail themselves of any provision of this agreement. However, this document is a supplement to, and not a replacement or modification of, any agreement you have with those Customers, or any policies and procedures of such Customer. Each customer retains the right to stop doing business with this Individual as it sees fit.

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You agree that these terms and any other commitments or account forms submitted to CMDA, its affiliates, and any other Customers, 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 online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

By signing or clicking approval below, the dealership referenced above ("you", "your", or "yours") authorizes CMDA ("we", "us", or "our") to register the individual listed above ("Individual") to serve as your representative and agent in the following capacity:

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

$\square$ Authorized Representative	$\square$ Owner	☐ Officer/Mar	nager	☐ Drive
1.) Name:		SS# of Authorized	d Rep:	
Printed Name of Authorized Represen			-	
Oriver's License Number:	Sta	te: Exp. Dat	te:	
Signature	Da	ate:		
Signature of Authorized Representative (Ow	ner/Officer/Manager)			
Printed Name Owner/Officer:				
Signature of Owner/Officer:		Dat	:e:	
☐ Authorized Representative	□ Owner	☐ Officer/Mar	nager	☐ Drive
2.) Name:		SS# of Authorized	d Rep:	
Printed Name of Authorized Represent	tative/Owner/Officer/Manag	er		
Oriver's License Number:	Sta	te: Exp. Dat	te:	
Signature	Da	ate:		
Signature of Authorized Representative (Ow	ner/Officer/Manager)			
Printed Name Owner/Officer:				



10294 Business 371 Brainerd, MN 56401

# **Title Handling Method**

ealership Name:
ease choose from the list below, the title handling method that you want applied to titles for this case through our auction:
<ul> <li>Hold titles at CMDA</li> </ul>
Certified (trackable) US Mail
o FedEx - Your FEDEX Account # ()
o UPS - Your UPS Account # ()
Other (Please specify):
ddress to send titles, if different than mailing address:
Acknowledgement
gnature:
inted Name:Date:
40