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[www.akronautoauction.com](http://www.akronautoauction.com)



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Phone (740) 982-3030 \* Fax (740) 982-3055

[www.valueautoauction.com](http://www.valueautoauction.com)

### NEW DEALER APPLICATION CHECKLIST:

- Registration Application Form
- W-9
- Signed Bank Authorization Letter
- Dealership And Individual Authorization Form
- Signed Power of Attorney
- Signed Disclaimer Form
- Signed Guaranty
- Copy of BMV License
- Copy of Company Check
- Color Copy of Each Authorized Representative's Driver License

### VERIFY OWNERSHIP BY:

- Copy of Driver's Licenses of Owners(s)
- Copy of Certificate From Ohio Secretary of State For Company
- Owner Signs Owner Certification Form



Name of Dealer: \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_

(Legal Name if Different) \_\_\_\_\_ Fax# (\_\_\_\_) \_\_\_\_\_

(Hereinafter Referred to as Dealer)

Address: \_\_\_\_\_ City \_\_\_\_\_ ST. \_\_\_\_\_ Zip \_\_\_\_\_

## **BUSINESS INFORMATION**

Is the Dealer: **An Individual** \_\_\_\_\_ **Partnership** \_\_\_\_\_ **Corporation** \_\_\_\_\_ **LLC** \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_ If

Registered with **AuctionAccess**, please provide Dealership # \_\_\_\_\_ Individual # \_\_\_\_\_

When was Dealer Organized? \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Dealer License # \_\_\_\_\_ Sales Tax # \_\_\_\_\_

Do you expect to **Buy** \_\_\_\_\_ **Sell** \_\_\_\_\_ If you expect to buy, will you use: **Cash** \_\_\_\_\_ **Checks** \_\_\_\_\_ **Drafts** \_\_\_\_\_ (Subject to Auction Approval)

Type of Dealer: **Franchised** \_\_\_\_\_ **Used** \_\_\_\_\_ **Wholesale** \_\_\_\_\_ **Retail** \_\_\_\_\_ If Franchised, Make of Car Sold: \_\_\_\_\_

**\*Auction and its insurers are authorized to investigate the history of Dealer and any of Dealer's Owner and Officers through banks, financial institutions, credit reporting agencies and other sources. YES** \_\_\_\_\_ **NO** \_\_\_\_\_

## **LIST OF OWNERS AND OFFICERS**

Name \_\_\_\_\_ Title \_\_\_\_\_ SSN \_\_\_\_\_

Home Address \_\_\_\_\_ Phone \_\_\_\_\_ U.S. Citizen? **Yes** **No** Name

\_\_\_\_\_ Title \_\_\_\_\_ SSN \_\_\_\_\_

Home Address \_\_\_\_\_ Phone \_\_\_\_\_ U.S. Citizen? **Yes** **No** Name

\_\_\_\_\_ Title \_\_\_\_\_ SSN \_\_\_\_\_

Home Address \_\_\_\_\_ Phone \_\_\_\_\_ U.S. Citizen? **Yes** **No**

## **CREDIT INFORMATION**

Bank \_\_\_\_\_ Address \_\_\_\_\_

Name of Official \_\_\_\_\_ Account # \_\_\_\_\_ Credit or Floor Plan Limit \_\_\_\_\_

How Long Doing Business? \_\_\_\_\_ Finance Company \_\_\_\_\_

Finance Company Address \_\_\_\_\_

Name of Official \_\_\_\_\_ Credit or Floor Plan Limit \$ \_\_\_\_\_

How Long Doing Business? \_\_\_\_\_

**\*If you have done business with either of the above for less than 3 years, give previous financial institution(s) name and address.**

Bank \_\_\_\_\_ Address \_\_\_\_\_

Finance Company \_\_\_\_\_ Address \_\_\_\_\_

The information above is accurate. Dealer agrees to Auction's Rules & Regulations.

/s/ \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	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	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										

## Part II Certification

Under 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
2. I 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. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

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 (ITIN), 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, later.*

\_\_\_\_\_  
(Dealership Name)

\_\_\_\_\_  
(Vendor #)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(ASI Dealer Code)

\_\_\_\_\_  
(Phone Number)

## COMMERCIAL BLANKET POWER OF ATTORNEY

Know All Men By These Presents:

That while transacting business with the AKRON AUTO AUCTION INC./VALUE AUTO AUCTION, I hereby appoint the following company representative(s) as my true and lawful attorney in fact for me and in my stead to sign all motor vehicle documents relating to title and registration transactions for said company; including, but not limited to, to make application for or assignment on all Certificates of Title or Duplicate Certificates of Title and to make assignments of Manufacturer's Statement of Origins.

**Auction Representatives:**

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

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

I hereby give to said Attorneys or either of them full power and authority in the premises until this Power of Attorney be revoked by a written instrument of notice in writing. Form remains on file with until withdrawn or a replacement form is provided by the company. A replacement form is the company's sole responsibility and must be resubmitted when changes to this authorization are desired.

\_\_\_\_\_  
(Dealership Name)

By \_\_\_\_\_  
(Officer's Signature)

\_\_\_\_\_  
(Position)

Sworn to before me, a notary public in and for \_\_\_\_\_ County this \_\_\_\_\_ day

Of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

My Commission expires \_\_\_\_\_

## **Disclaimer:**

The Undersigned ("Dealer") understands that Akron Auto Auction, Inc. dba Value Auto Auction ("AAA/VAA") is NOT responsible for any personal injury and should practice safety while on the premises of AAA/VAA and further that AAA/VAA is not responsible for any personal injury or loss or damage to the Dealer's personal property, including, but not limited to Dealer's vehicles, that was caused directly or indirectly from foul, inclement weather conditions, acts of nature, failure of heat, accidents related to fire, heaters, failure to remove snow around access areas, or any unforeseeable circumstances. Under no circumstances will Dealer or Dealer's agent or employees hold AAA/VAA responsible for any damages or claims of any kind to Dealer's property, except for intentional acts of harm. Lastly, Dealer assumes the risk and any loss, injury or damage that is caused by the use of any test track or driving of a vehicle on the premises of AAA/VAA.

## **Verification and Acknowledgment**

Have received, understand, and acknowledge the Rules and Regulations of AAA/VAA. I also understand that there will be no exceptions to these rules and regulations unless stated in writing by an authorized representative of AAA/VAA. Under no circumstances is a verbal permission ever granted to not follow these rules or regulations.

The Undersigned represents warrants and certifies that the information the Undersigned provided in completing the updated Dealership Application Packet is accurate and that the Undersigned has the authority as the owner of the Dealership to complete the form on behalf of the Dealer. The Undersigned further represents warrants and certifies that it is in compliance with AAA/VAA's dealer requirements.

**NOTE: By signing this form you will be legally responsible for any false or misleading information contained in the Dealership Application Packet provided to AAA/VAA.**

Print Name of Dealer/Company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

## UNCONDITIONAL GUARANTY

FOR VALUE RECEIVED, and in consideration of allowing \_\_\_\_\_ (herein after "Dealer") to buy and sell motor vehicles through the auction, receive credit and any other services given or to be given to Dealer by Akron Auto Auction, Inc. DBA Value Auto Auction (hereinafter "AAA"), the undersigned hereby jointly and severally guaranty the full and prompt payment, when due, whether by acceleration or otherwise, together with interest and all costs, expenses, and attorney fees, and any and all obligations of the Dealer to AAA (hereinafter collectively referred to as the "Liabilities").

The undersigned, whether one or more, personally covenant and guarantee and warrant that the title to each motor vehicle sold by the Dealer through the auction at AAA will be good and free and clear of all liens and any encumbrances. The undersigned further agree to reimburse AAA for any loss, damage, expenses, or costs, including, but not limited to, attorney fees from the breach of the foregoing warranty of title.

The undersigned each hereby waive any and all presentment, demand, protest and notice of dishonor, nonpayment or other default with respect to any of the Liabilities, including but not limited to the foregoing breach of warranty of title. The undersigned each hereby grants to AAA full power to deal in any manner with the Liabilities, including, but without limiting the generality of the foregoing, the following powers: (a) to modify or otherwise change any terms of all or any part of the Liabilities or the rate of interest thereon, to grant any extension or renewal thereof, and any other indulgence with respect thereto, and to effect any release, compromise or settlement with respect thereto; and (b) to enter into any agreement of forbearance with respect to all or any part of the Liabilities or with respect to all or any part of the collateral related thereto and to change the term of any such agreement. The obligations of the undersigned hereunder shall not be released, discharged or in any way affected, nor shall the undersigned have any rights or recourse against AAA by reason of any action AAA may take or omit to take under foregoing powers.

If a claim is made upon AAA at any time for repayment or recovery of any amount(s) or other value received by AAA, from any source, in payment of or on account of any of the Liabilities of the Dealer guarantied hereunder and AAA repays or otherwise becomes liable for all or any part of such claim by reason of: (a) any judgment, decree or order of any court or administrative body having competent jurisdiction; or (b) any settlement or compromise of any such claim, the undersigned shall remain jointly and severally liable to AAA hereunder for the amount so repaid or for which AAA is otherwise liable to the same extent as if such amount(s) had never been received by AAA, notwithstanding any termination hereof or the cancellation of any note, instrument, or other agreement evidencing any of the Liabilities.

In case the Dealer shall fail to pay all or any part of the Liabilities when due, whether by acceleration or otherwise, according to the terms thereof, the undersigned will immediately pay the amount due and unpaid by the dealer in like manner as if such amount constituted the direct and primary obligation of the undersigned. AAA shall not be required, prior to any such payment by or demand on the undersigned, to make any demand upon or pursue or exhaust any of its rights or remedies against the Dealer or others with respect to the payment of any of the Liabilities.

Notwithstanding anything to the contrary in this guaranty, the undersigned each hereby irrevocably waive(s) all rights he/she may have at law or in equity (including, without limitation, any law subrogating the undersigned to the rights of AAA) to seek contribution, indemnification, or any other form of reimbursement

from the Dealer, any other guarantor, or any other person hereafter primarily or secondarily liable for any obligations of the Dealer to AAA, for any disbursement made by the undersigned under or in connection with this guaranty or otherwise. The undersigned furthermore waive: (a) waives demand and presentment for payment, protest, notice of protest and notice of nonpayment or dishonor of the Note: (b) all defenses based on suretyship or impairment of collateral; and (c) any defenses which the Dealer may assert on the Liabilities including but not limited to failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury.

The undersigned hereby warrants to AAA that the undersigned has by independent means made himself/herself fully aware of Dealer's financial condition. The undersigned agrees to pay all costs, expenses and attorney's fees incurred by AAA in the enforcement of this guaranty.

Whenever possible each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable Ohio law, but if any provision of this guaranty shall be prohibited by or invalid under such law, such provide shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty.

This guaranty shall be governed by the substantive laws of the State of Ohio without resort to the principles of conflicts of laws. By execution of this guaranty, the undersigned submits to the personal jurisdiction of the courts of the State of Ohio and to venue in the Courts of Summit County, Ohio. Any action initiated by the undersigned against AAA relating to this guaranty shall be filed and conducted in said courts. AAA may bring suit against the undersigned under or related to this guaranty in any court of competent jurisdiction.

The undersigned authorizes any attorney at law to appear in any court of record in the State of Ohio, or in any other State in the United States, after the above obligation becomes due and waive the issuing and service of process due, and confess a judgment against Dealer and the undersigned or any one or more of them in favor of the holder hereof, for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal and stay of execution. The attorney at law authorized hereby to appear for the undersigned may be an attorney at law representing AAA, and the undersigned expressly waives any conflict of interest that may exist by virtue of such representation. The undersigned also agrees that the attorney acting for the undersigned as set forth in this section may be compensated by AAA for such services.

All rights, powers, privileges, and immunities of AAA hereunder shall inure to the benefit of the successors and assigns of AAA, and shall be binding upon each of the undersigned, his/her personal representatives, heirs, and assigns.

THIS AGREEMENT IS EXECUTED IN THE COUNTY OF \_\_\_\_\_

**WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.**

Witness the hand and seal of the undersigned the day and year first above written.

\_\_\_\_\_  
(Signature of Guarantor)

\_\_\_\_\_  
(Signature of Guarantor)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

Before me the undersigned, a Notary Public in and for the said County and State, personally appeared the above-referred individual(s) who acknowledged the execution of the foregoing Unconditional Guaranty this day of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public Signature)

My Commission Expires: \_\_\_\_\_