



Dear Dealer:

Titan Auto Auction, L.L.C. would like to welcome you to our new auction. We have completely remodeled and updated the facility. The most exciting improvement to the facility is the addition of more dealer parking and storage. We look forward to assisting you with both buying and selling inventory for your stores.

Please find enclosed registration forms that will expedite your registration process. The information requested will allow us to set up your account. Please print legibly, filling in each blank. Your application can be mailed, faxed or emailed back to us.

We appreciate the opportunity to do business with you and your dealership. If you have questions, feel free to contact us at 903-230-0260 or stop by and see the improvements we have made. Office hours are Monday – Friday, 9am - 4pm. Auctions will be held weekly, on Monday afternoons @ 6:00 pm.

Please note: The registration process must be complete prior to the purchase or sale of any vehicles.

Sincerely,

Titan Auto Auction, L.L.C.



Thank you for choosing Titan Auto Auction LLC. We look forward to having you as one of our valued customer. Below is a checklist of what we will need to complete your registration.

- Dealership Information
- Bank Information
- Bank Reference Letter
- Method of Payment form *Original form with signatures*
- Signature on File form *Original form with signatures*
- W-9 (Fill out the first page) *1 of 4 pages
- Authorization form
- Power of Attorney * Original form signed and notarized*
- Agent Affidavit * Original form signed and notarized *
- Personal Guarantee * Original form signed and witnessed *
- Remove Representative * Send a letter on letterhead with the rep's full name and a short message stating why this person needs removed and the owner / officer will have to sign the letter before it is faxed over.
- Sales Tax Certificate (if required by state)
- Title Handling Form
- Auction Policy and Procedures *Original Form with signatures*
In addition, we need copies of the following documents:
- Dealer Licenses and Business Licenses
- Surety Bond



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- Sales Tax Certificate
- Voided Company Check
- Sales Person's License
- Clear copy of drivers license or other state or government issued photo identification) for both the Owner(s) and the Representative(s)

Upon completing this application, please mail or fax to the following address below:

Titan Auto Auction LLC.
Attn: Deanna Jobe
Po Box 609
Judson, TX 75660
Phone: 903-230-0260
Fax: 903-230-0261

Upon receipt of all completed, notarized and/or witnessed documents listed above (including receipt of the reference letter from your bank), *your information will be reviewed for method of payment.*



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Dealership Information

Dealership Name _____

Business Address _____

Mailing Address _____

City _____ State _____ Zip _____

Business Phone () _____ Fax () _____

Dealer License Number _____ State _____ Expiration
____/____/____

For auction use only
ASI # _____

Dealership is (please circle one)

INDIVIDUAL PARTNERSHIP CORPORATION Year business started _____

State of _____ Organization _____

Name of Owner _____

Home Address _____

City _____ State _____ Zip _____

E-Mail _____

Home Phone () _____ Mobile () _____

Driver's License # _____ SSN# _____ DOB _____

Signature of Owner _____

SECOND OWNER INFORMATION

Name of Owner _____

Home Address _____

City _____ State _____ Zip _____

E-Mail _____

Home Phone () _____ Mobile () _____

Driver's License # _____ SSN# _____ DOB _____

Signature of Owner _____



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Bank Information

Bank 1 _____ Contact _____
Address _____
City _____ State _____ Zip _____
Telephone # _____ Fax # _____ Date Opened _____
Routing # _____ Account# _____

Bank 2 _____ Contact _____
Address _____
City _____ State _____ Zip _____
Telephone # _____ Fax # _____ Date Opened _____
Routing # _____ Account# _____

Bank 3 _____ Contact _____
Address _____
City _____ State _____ Zip _____
Telephone # _____ Fax # _____ Date Opened _____
Routing # _____ Account# _____

Finance or Floor Plan
Company _____ Contact _____
Branch _____
Address _____
City _____ State _____ Zip _____
Telephone # _____ Fax # _____ Date Opened _____
Floor Plan Account # _____ Floor Plan Credit Limit: _____

Finance or Floor Plan
Company _____ Contact _____
Branch _____
Address _____
City _____ State _____ Zip _____
Telephone # _____ Fax # _____
Date Opened _____
Floor Plan Account # _____ Floor Plan Credit Limit: _____



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Method of Payment

Bank Name _____

Address _____

City _____ State _____ Zip _____

Bank Phone # (____) _____ Bank Fax # (____) _____

Contact Person/Dept. _____

Form of Payment CASH CHECK DRAFT FLOOR PLAN
(Please circle one)

Mailing address for buyer drafts _____
(Physical Address Only) _____

To Whom It May Concern:

Through this letter, I hereby give authorization to my financial institution to release information regarding any and all of my banking accounts, including but not limited to any loans, floor plans, and/or lines of credit to Titan Auto Auction, L.L.C. I agree Titan Auto Auction, L.L.C. and its representatives may obtain credit information on my company, myself, and my employees to be used in processing my payments to them, either by draft or company check, and also in obtaining updates as deemed necessary by Titan Auto Auction, L.L.C.. The original of this letter will be retained on file at Titan Auto Auction, L.L.C. Please release this information for confidential use, as required, until I notify you otherwise. If there is a reasonable fee for this inquiry, I authorize the financial institution to deduct it from my account listed below.

Thank you for your cooperation.

Signature of Account Holder

Printed Name of Account Holder

Account Number

Date



Signature on File

The undersigned authorizes Titan Auto Auction, L.L.C. to submit drafts under “Signature on File” and hereby agrees to honor same drafts. (It is the responsibility of the Dealer to check with the Auction office about vehicles sold with a “call”, before assuming Dealer did not buy them)

This agreement is executed on the _____ day of _____, 20____.

Dealer Signature 1: _____

Print Name: _____

Dealer Signature 2: _____

Print Name: _____



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Authorized Employees/Agents

The following employees and/or agents are duly authorized to buy vehicles at Titan Auto Auction, L.L.C. The authority of the following employees/agents to act on behalf of the Dealer shall continue until the dealer submits written notice to Titan Auto Auction L.L.C. terminating said authority. The Dealer does hereby guarantee all transactions made by such employees/agents. The Dealer agrees to indemnify and hold harmless Titan Auto Auction, L.L.C. from all losses caused as a result of any transaction, including but not limited to losses from dishonored drafts, as well as any expense incurred in attempting to collect loss including attorney's fees.

AUTHORIZED AGENT 1

Dealership Name _____
Authorized Employee/Agent _____ Title _____
Home Address _____ EMail _____
City _____ State _____ Zip _____
Home Phone () _____ - _____ Mobile Phone () _____ - _____
DL# _____ SSN# _____ DOB _____

Signature of Employee/Agent _____ Date _____

Signature of Owner _____
_____ Date _____

AUTHORIZED AGENT 2

Dealership Name _____
Authorized Employee/Agent _____ Title _____
Home Address _____ EMail _____
City _____ State _____ Zip _____
Home Phone () _____ - _____ Mobile Phone () _____ - _____
DL# _____ SSN# _____ DOB _____

Signature of Employee/Agent _____ Date _____

Signature of Owner _____ Date _____



Often titles we receive are incomplete and / or have errors. We feel it is beneficial for our customers to execute a Power of Attorney authorizing us to sign titles, affidavits, and other title transfer documents on their behalf. If you choose to give us POA, this form must be notarized to be effective.

Power of Attorney (for Titles)

The undersigned, and/or its subsidiaries hereby duly appoint Titan Auto Auction, L.L.C. 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 Titan 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 as required by federal law.

In consideration of Titan agreement to execute such documents on behalf of the undersigned from time to time, the undersigned shall indemnify, defend, and hold harmless Titan, 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 Titan or its employees or agents of any certificate of title, odometer statement, bill of sale, or other document necessary to transfer ownership of consigned and/or purchased vehicles. Notwithstanding the foregoing, nothing contained herein shall be construed to require the undersigned to indemnify Titan, its affiliates, subsidiaries, officers, directors, employees, successors, and assigns from any loss resulting from any gross negligence or willful misconduct of Titan 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 continue until full force and effect are terminated by the undersigned in writing.

This Power of Attorney supersedes any previous authorization to act as agent and attorney-in-fact for the undersigned.

_____ Dealership By _____ Printed _____ Initials _____	Subscribed and sworn to before me this _____ day of _____, 20____. _____ Parish/County, State of _____ Notary Public _____ My Commission Expires _____
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(SEAL)



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Agent Affidavit

Titan Auto Auction, L.L.C. to include owners, agents, and employees are hereby appointed by me as agents to sign any documents in connection with business transactions made in the normal and reasonable course of business. This affidavit is for the purpose but is not limited to title documents, checks, and bank drafts for vehicles purchased and sold by my company. This affidavit shall remain in force until such time as it is cancelled by me or Titan Auto Auction, L.L.C. in writing.

I understand Titan Auto Auction, L.L.C. reserves the right to amend this affidavit at any time with written notice.

Signature of Bonded Owner/Officer

Printed Name of Bonded Owner/Officer

Sworn before me this date _____, Notary Public in and
for _____ (Parish/County). State of _____

Notary Public

My Commission Expires _____

(SEAL)



PERSONAL GUARANTEE

The undersigned, whether one or more, personally guarantee(s) Dealer's payment and performance of the Auction Terms and Conditions and all transactions by Dealer taken pursuant thereto.

The undersigned acknowledge(s) that Titan 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 personal guarantee is to be a continuing guarantee and the undersigned hereby waive(s) notice of acceptance of this guarantee and presentment, demand, protest and any notice of non-payment or dishonor. The undersigned shall be liable as principal debtor(s) and not merely as surety (or sureties), and the bankruptcy or any assignment in favor of creditors of Dealer shall not affect the enforceability of this personal guarantee.

This personal guarantee shall bind the respective heirs, executors, administrators and assigns of the undersigned, and shall inure to the benefit of Titan, its successors, assigns and subrogates. Where there is more than one signatory to this personal guarantee, each signatory shall be jointly and severally liable under this personal guarantee.

IN WITNESS WHEREOF, the undersigned has (have) executed this personal guarantee this _____ day of _____, 20____.

Company Name _____

(Printed Name of First Owner)

(Witness Printed Name)

(Signature of First Owner)

(Witness Signature)

(Printed Name of Second Owner)

(Witness Printed Name)

(Signature of Second Owner)

(Witness Signature)

(Printed Name of Third Owner)

(Witness Printed Name)

(Signature of Third Owner)

(Witness Signature)



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Title/Check Delivery

Titan Auto Auction, L.L.C. offers the follow methods for delivery of titles.

Please circle your choice from the following list:

1. Pick-up (recommended) –An authorized agent or myself will pick up title(s)
2. First Class Mail (not recommended) –There is no cost for this option. (Titan will not be responsible for lost title(s).
3. Certified Mail (not recommended) –There is a \$10 fee per package, posted to A/R.
4. Overnight Delivery (our account) – There is a \$10 fee per package, posted to A/R.
5. Overnight Delivery (your account) – Please provide us your account number and preferred carrier.

Account # _____ (please circle your carrier)

Fed-Ex or UPS

Signature _____ Date _____

Printed Name _____

Dealer Name _____

Dealer # _____

Delivery Address _____

City _____ State _____ Zip _____

In the event that your title(s) are lost when sent to you by your approved method, Titan will not be responsible for those lost title(s). However, Titan will attempt to help you to the extent we are able, but our cost for this effort will be billed to your account.



Policy and Procedures

All Licensed Dealers are welcomed to participate in the buying, selling and consignment of automobiles. The following procedures will assist all parties in understanding the execrations of conducting business in a fair and equitable manner.

Registration

- Any person entering the property must immediately register with the Titan business office.
- Titan will require all Dealers to complete registration information and additional information if requested.
- A Copy of the Current State Dealers License must be submitted with all current information regarding registration information.
- The Titan business office must be notified in writing regarding any changes that involve the registration information.
- All dealers must be registered with Titan Auto Auction.
- All Dealers must have a Bidders Badge before entering the sales area to transact business.
- No one may use a Bidder Badge that is not their own.
- Titan reserves right to access credit reporting agencies to obtain and verify credit history.

Business Policies

- All persons on the Titan property agree to abide by all Federal, State, County, and Municipal ordinances and laws.
- All persons on the Titan property agree to abide by all policies, procedures, and decisions of Titan Auto Auction.
- All Vehicles on the premises of Titan Auto Auction will be allowed to be reviewed by any governmental law enforcement agency.
- Titan reserves the right to refuse anyone the use of its services.
- Titan makes no representations or guarantees regarding any vehicle.
- All transactions are subject to final approval through Titan Management.
- Any disputed transaction is to be immediately reported to the Titan management.
- Titan reserves the right to search any package or vehicle entering or exiting the property.
- Titan Auto Auction, L.L.C. makes no guarantees regarding the mileage of vehicles.
- Any Dealer or agent causing damage to a vehicle or the premises will be liable for the cost to repair all damages.



Liability

- Titan assumes no liability for physical damage to vehicle, theft of contents or the vehicle, or any general liability while vehicles are being bought, sold or on consignment.
- All persons who are Buyers, Sellers or Consigners, their agents and guest, agree to indemnify and hold harmless Titan and any of its agents for any liability or claim.

Sale Procedures

- Bidder Badges and Guest/Driver Badges will be displayed in a visible manner at all times.
- The auctioneer will not acknowledge or accept bids from anyone who does not have a visible Bidders Badge provided by Titan Auto Auction, L.L.C.
- Titan will not be responsible for any statements or representations made by a seller, third party or consignor.
- Only announcements made publicly by the auctioneer, on behalf of the Seller, will be deemed valid.
- All transactions must be paid for no later than 3:00 Thursday afternoon or a late fee of \$100.00 will be assessed. No exceptions.

Seller Responsibilities

- To ascertain and represent that the vehicle is in a condition safe for driving on public streets. If the vehicle is not safe to be driven on public streets, the Seller must disclose the relevant facts before the vehicle can be sold.
- To provide Titan a marketable title which is free and clear of any liens or encumbrances within 21 business days of the date the vehicle is sold and to assist Titan in obtaining a duplicate title should for some reason the title be lost.
- Agrees to pay Titan their fees for all vehicles that are returned because the title is not clear and marketable.
- Agrees to pay Titan their fees for all vehicles returned and arbitration fees against the Seller.
- The seller agrees to pay all reasonable transportation charges.

Seller Declarations

- The correct description, mileage and condition, including any relevant information regarding the vehicle.
- Deployed or missing air bags.
- Frame damage and/or repaired frames.
- Police cars, taxi cabs, rebuilt units and theft recovery vehicles.



- Any vehicle listed as "Major Damage Loss."
- Re-assigned identification numbers.
- Vehicle missing or altered factory emission equipment.
- The true correct odometer reading.
- If the vehicle is not safe to be driven on public streets, the Seller must disclose the relevant facts before the vehicle can be sold.

Buyers Responsibility

- Inspect vehicles before the sale begins.
- It is the buyers' responsibility to ensure that the miles and year of the vehicle printed are correct.
- To make their bids known to the ring man or auctioneer.
- To be aware of any announcements regarding vehicles made by the Titan auctioneer.
- Immediately acknowledge your acceptance of being the winning bidder and sign the block ticket for the vehicle.
 - It is the buyers' responsibility to inform the Titan's office personal to purchase PSI.
- Inspect all vehicles purchased within one hour after the sale of that vehicle is completed or before you leave the premises.
- Pay the sale price and all fees by draft, cash, floor plan or check on the day of the sale before leaving the Titan premises.
- Remove all purchase vehicles from the Titan premises within seven (7) calendar days from the date of the sale. Vehicles left on the premises after the seven days will be assessed a storage fee.
- Any vehicles purchased and left on the premises over 90 calendar days will be disposed of by Titan. The auction will hold storage fees out of the proceeds.

Titles

- If a clear and marketable title is not provided to the auction within 21 business days after the vehicle is sold, the buyer may return the vehicle to the auction only after a 10 day written notice is given to Titan Auto Auction L.L.C. **after 41 days a late fee of \$75.00 will be charged if a title isn't produced.**
- No reimbursements will be made and under no circumstances will a buyer perform any improvements to a vehicle until the title has been provided to them.
- The buyer is responsible for any improvements made to a vehicle before the title is provided.
- If a clear title cannot be provided to the buyer and the vehicle is returned by the buyer, it must be returned in the same condition as when it left the auction.
- If the seller represents the vehicle to have a clear title and marketable title and it comes in salvage, insurance dated, etc... the buyer has the right to return the vehicle. Transportation



costs will be reimbursed to the buyer and Titan will assess a fee to be paid by the seller.

"IF" Bids

- It is the buyer's responsibility to contact Titan to determine if the seller has accepted their "IF" bid. Upon Notification by the seller, the auction will attempt to notify buyers, but the responsibility remains with the buyer.
- Sellers have until noon on Tuesday, after the vehicle is sold to accept or reject any "IF" bid. Failure to respond renders the buyer not responsible for the vehicle.
- It is the buyer's responsibility to arbitrate any "IF" bid within 1 hour after the sale is completed.
- When the seller accepts the bid, the vehicle is considered sold and the buyer must immediately pay for the vehicle.

Vehicles Leaving the Premises

- No vehicle will leave the premises without a current Titan gate pass.
- Dealers may test drive vehicles up to 30 minutes before the sale starts.

ARBITRATION GUIDELINES

Light System

Green Light: Seller guarantees engine, rear end, transmission, power steering, drive train and air conditioning. Mechanical repairs less than \$550.00 wholesale per item cannot be arbitrated.

Yellow Light: Seller guarantees transmission, rear end and drive train. Mechanical repairs less than \$550.00 per item wholesale cannot be arbitrated. Excluding any announcements.

Red Light: "AS IS" - no mechanical guarantee, no mechanical arbitration.

Procedures

- All arbitration claims must be presented on the day of sale and no later than an hour after the Auction has ended.
- The Titan Management will make the final determination on all arbitration issues.
- If the buyer or seller does not accept the arbitrator's position, Titan will determine the outside arbitrator to be utilized. The expense for consultation and or arbitration will be the responsibility of the party who is declared incorrect.
- It is the Buyers' responsibility to immediately contact the Titan Management on the sale day and file a written arbitration claim.
- On the day of sale, the Buyer must receive a "turn down" authorization form from the Titan office for the vehicle to be examined by the Titan arbitrator.
- If the vehicle is not safe to be driven on public streets, the Seller must disclose the relevant



facts before the vehicle can be sold.

Titan Auto Auction does not arbitrate for Carfax.

- PSI may carry over till the following day.
- No PSI on vehicles 10 years or older.

Extensions

- Undisclosed "branded titles the day the titles arrives.
- Structural Damage: before noon, 7 days from date of purchase.
- Undisclosed police cars/taxi cabs: Before noon 7 days from date of purchase.
- Flood Damage: Before noon, 7 days from date of purchase.
- Cracked or Repaired Block: Before the close of business Tuesday.
- Deployed or missing airbags: Before the close of business Tuesday.
- The auction will not be responsible for expenses on returned vehicles. Sellers are responsible for all transportation expenses with proper invoices turned into accounting by the buyer the day the unit is returned.

Arbitration Criteria

- All vehicles sold for \$2500.00 or less are sold "AS IS" meaning no changes or exceptions.
- All vehicles 10 years and older are sold "miles exempt" from arbitration.
- Malfunctioning Odometers must be arbitrated 7 days from the day of sale.
- Identification number issues must be arbitrated by the close of business Tuesday.
- Titan will not arbitrate vehicles with claims relating to visual damage, hail, weather, broken glass, or paint work.
- Titan will not arbitrate vehicles with claims relating to shocks, brakes, ABS light, check engine light, airbag light, or any other warning light, electrical (power windows, sunroof, power seats, computers, etc.) leaky gaskets, tires, alignment, or any interior problems.
- Vehicles sold for less than \$2500.00 can be arbitrated for frame damage and/or cracked block.
- Vehicles cannot be arbitrated for windshield markings or auction pre-sale lists.
- If a title is different than represented on the day of sale.
- Pre-Sales (If's) cannot be arbitrated.

Titan Auto Auction, L.L.C. attempts to follow all NAAA rules.

ALL REGISTRANTS AGREE TO ABIDE BY ALL RULES AND REGULATIONS OF THE AUCTION. BY SIGNING THE DEALERS APPLICATION THE DEALER AGREES TO ALL TERMS LISTED BY THE



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AUCTION.

Dealer Signature: _____

Print Name: _____

This agreement is executed on the ____ day of _____, 20__.