



Central Florida Auction

Dealer Registration Packet

Email: cfauctions@yahoo.com

Phone: 863-422-7102 (english)

863-978-6277 or 863-877-8457 (For Spanish)

Central Florida Auction

4445 US HWY 17-92 West

Haines City, FL 33844

THIS PAGE DOES NOT NEED TO BE FILLED OUT

IT IS ONLY A REFERENCE PAGE

*THE FOLLOWING DOCUMENTS MUST BE ATTACHED AND SUBMITTED ALONG WITH
COMPLETED AND SIGNED APPLICATION PAGES.*

FAILURE TO SEND ALL DOCUMENTS WILL DELAY APPLICATION COMPLETION.

- DEALER LICENSE CERTIFICATE
- SURETY BOND
- SALES TAX CERTIFICATE
- OWNER'S DRIVERS LICENSE



Central Florida Auction

Central Florida Auction Rules and Fees

- You must be at least 18 years of age to bid.
- You must be at least 16 years of age to attend.
- Items must be removed by the Thursday following the auction unless other arrangements are made.
 - We do not offer shipping.
- Everything must be paid by 5pm the day of the sale.
- Sales tax of 7% will be added to every item unless a valid sales tax certificate is on file.
- Online bidding fee is 3% (18% total with buyer's premium)
 - Our buyers premium is 15%
- There will be a \$195 admin fee for each vehicle unless a valid dealer's license is on file. In that case, the fee is \$60 per vehicle.
- If you are paying with a credit card there will be a 3.75% fee added to your purchases.



Central Florida Auction

Vehicle Titles

Titles will only be mailed if requested. Otherwise, they will remain in the office until they are picked up. You will need to provide a shipping label from your choice of shipper in order to have the titles sent or pay \$30 for each shipment.

Please be advised, in the event you have the titles mailed, regardless of service selected, Central Florida Auction will not be responsible for lost or damaged in transit packages. (Replacement title fee can be up to \$350 due before ordering)

Dealer Name
Signature(s)

Dealership Name		
Street Address:		
City	State	Zip



Central Florida Auction

Dealer Registration Guaranty Agreement

IN CONSIDERATION OF CENTRAL FLORIDA AUCTION, (hereinafter called Auction) allowing (hereinafter called Dealership name) TO BUY AND SELL MOTOR VEHICLES THROUGH AUCTION, THE UNDERSIGNED DEALER AGREES AS FOLLOWS:

Dealer guarantees and warrants that the title to each motor vehicle sold by Dealer through Auction will be good and will be free and clear of all liens and encumbrances, whatsoever, that Dealer owns each motor vehicle, and that Dealer has the lawful right to sell each motor vehicle.

Dealer is fully responsible and liable and holds the Auction harmless for, and indemnifies, all actions, activities and injuries caused to others or themselves by persons authorized by Dealer to represent Dealer at Auction. Dealer must report any changes in authorization to Auction in writing.

Dealer guarantees full payment of any debts of Dealer to Auction for services of any nature whatsoever rendered by, or on behalf of, Auction, including any checks issued by Dealer or any Dealer's representative and acknowledge that all financial obligations of Dealer to Auction will accrue interest at the highest rate allowed by law.

Dealer unconditionally guarantees the accuracy of the Odometer Mileage Statements given by or on behalf of, Dealer in all sales of motor vehicles by Dealer through Auction, regardless of whether Dealer is at fault.

If Dealer fails to pay Auction for a vehicle purchased by Dealer through Auction, Auction will be allowed to sell the vehicle to mitigate the loss without notice to the undersigned, and Dealer will be fully liable to Auction for any deficiency, including incidental and consequential damages. Notice of resale required by the Uniform Commercial Code, or any other law is waived.

Auction shall have the right to refuse to transact business with Dealer, to modify or release any and all collateral security, to extend or change time of payment and to settle or compromise with Dealer without notice to them and without discharging or affecting their liability. This guarantee is continuing, and Dealer waives notice of acceptance, hereof, as well as presentment and demand Dealer is liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor or creditors of Dealer shall not affect the enforceability of this agreement.

Dealer unconditionally agree to reimburse Auction for any loss, damage, expense, or costs, including attorney's fees, incurred by Auction as a result of any transaction in which the Dealer is involved at Auction, including payment made by Auction for valid business reasons, even if Auction is not legally obligated to the payee.

Venue for any civil action by or against Auction shall be in any county in the State of Florida, at Auction's sole discretion, and Dealer consents to personal jurisdiction of any court of competent jurisdiction in Florida.

Auction guarantees the Seller Payment of all checks for motor vehicles sold through Auction upon receipt of title which is good and free of all liens and encumbrances.

Failure of the selling Dealer to deliver to Auction title properly reassigned for the purchaser, within 30 days from the date of sale is grounds for cancellation of the sale. If sale is cancelled due to failure to produce title after 30 days, selling dealer assumes all responsibility.

Dealer is bound by all rules and regulations of Auction as such regulations are amended from time to time.

The parties agree that Auction is merely performing Auction services for the sellers and purchasers. Auction is neither a buyer, seller, transferor or transferee by reason of having provided Auction services to such Dealers.

Auction does not provide any warranty or guarantee of any nature whatsoever not specifically set forth in this agreement, including, but not limited to, whatsoever warrant the accuracy of odometer mileage statements, or mechanical or physical condition of any motor vehicle.

This instrument shall bind the respective heirs, executors, administrators, and assigns of the Dealer, and shall insure to the benefit of the Auction.

When there is more than one signatory to this agreement, each signatory shall be jointly and severally liable under this agreement. The undersigned understand that he or she is signing this guaranty contract, both in his or her capacity as owner or officers of Dealer, and in their individual capacity.

Dealer gives CENTRAL FLORIDA AUCTION permission to obtain credit information from any source pertaining to Dealer, myself and all representatives for use in processing this application as well as periodic updates as deemed by this Auction.

Signature _____ Print _____



Central Florida Auction

Agency With Power of Attorney Indemnity and Hold Harmless Agreement

(Hereinafter Dealer) whose principal place of business is in

Appoints Central Florida Auction as dealer agent with full and complete power of attorney, and authority to sign odometer disclosure statements, title documents, auction invoices, or other documents as required on dealer's behalf regarding any and all motor vehicles owned by dealer, which are sold through Central Florida Auction of Haines City and to do any act or thing necessary to conduct such transactions for dealer.

Dealer will defend, indemnify and hold harmless auction's employees from all losses or expenses incurred by the auction as a result of auction acting as a dealer's agent pursuant to this agreement, including all expenses and attorney's fees incurred by the auction, unless caused by the auction's own negligence.

Dealer Name:		
Address:		
City:	State:	Zip:

Owner/Officer/Title (sign)	
Owner/Officer/Title (sign)	



Central Florida Auction

Central Florida Auction Code of Conduct Policy

*This certificate shall be considered a part of each order, which we shall give.
This certificate is to continue in force until it is revoked. The undersigned is authorized
behavior for the purchaser named below.*

Central Florida Auction takes the safety and security of its employees, customers, and the veracity of the transactions taking place in its auction locations seriously. To provide a safe and protected environment and to ensure the lawfulness of transactions occurring at Central Florida Auction locations and online, Central Florida Auction has adopted the terms of this Code of Conduct.

Central Florida Auction is a private organization and reserves the right to do or not do business with any person or entity, for any reason, just as its customers have the right to choose to do or not do business with Central Florida Auction.

This Customer Code of Conduct sets forth expected and required behavior for buyers, sellers, other persons or entities engaging in transactions through Central Florida Auction holdings private marketplace whether in person or online, and anyone participating in an Central Florida Auction or visiting Central Florida Auction (collectively, "Auction Customers"), and outlines actions that may be taken by Central Florida Auction or its affiliated companies in response to any violation of such expectations and requirements.

Central Florida Auction is a private marketplace, as described in the Central Florida Auction policies, and may, at its sole discretion, cease doing business with or deny access to any person or entity at any time and for any reason.

In furtherance of Central Florida Auction's desire to maintain a safe and secure environment, while ensuring the integrity of the auction, Central Florida Auction has established the following consequences to which an individual who violates the expectations and requirements set forth in this code, or otherwise exhibits inappropriate or unethical conduct, as well as the dealerships or companies they represent, are subject, at the sole discretion of Central Florida Auction.

PROHIBITED CONDUCT

Central Florida Auction is committed to honesty, integrity, and fair dealing in its business operations and expects the same of Auction Customers.

Accordingly auction customers are prohibited from engaging in certain activities, including, but not limited to, the following:

- Collusion/fraud/misrepresentation
- Paying of bribes/kickbacks
- Engaging in frivolous or abusive claims or litigation, or attempting to make unauthorized contact with management of Central Florida Auction or its affiliated companies
- Abuse of Central Florida Auction systems or commercial practices, as described in the Central Florida Auction policies currently in effect and as may be amended, from time to time, in Central Florida Auction's sole discretion
- Failure to meet payment obligations
- Misrepresenting credentials or computer login IDs and passwords, or improperly allowing others to use them
- Escorting unauthorized persons onto Central Florida Auction's premises
- Excessive, abusive, or fraudulent use of arbitration procedures
- Facilitating "curb stoning" vehicles
- Failure by third-party remarketers to accurately disclose third-party relationship
- Any other violation of the Central Florida Auction policies

CRIMINAL ACTIVITY OR VERBAL OR PHYSICAL ABUSE: The safety and security of its customers and employees is a core priority for Central Florida Auction. Therefore, auction customers are strictly prohibited from engaging in activity that could put safety and/or security in jeopardy, including, but not limited to, to the following:

- Failing Central Florida Auction due diligence (e.g. appearing on the OFAC SDN list or law enforcement wanted list, being under investigation for criminal activity, dealer license suspension, etc.)
- Tampering with vehicles or other assets or equipment owned by another entity

- Assault or battery
- Fighting or belligerent conduct
- Threats of any kind, whether openly or implied
- Use of profanity or derogatory epithets of any kind (e.g. racial, sexual, national origin, etc.)
- Abusive behavior or harassment of any Central Florida Auction personnel or anyone at our facilities
- Theft of any kind, in any degree
- Causing property damage
- Illegal possession of weapons or drugs at auction location
- Unauthorized vehicle driving
- Failure to obey posted signs or regulations, or to follow instructions given by Central Florida Auction personnel
- Failure to obey safety rules
- Other criminal activity of any kind

CONSEQUENCES FOR VIOLATIONS OF THIS CODE

Such consequences include, but are not limited to, the following:

- Written or verbal warnings
- Mandatory coaching (e.g. regarding appropriate use of arbitration)
- Immediate expulsion from Central Florida Auction
- Temporary or permanent suspension from any or all Central Florida Auctions (in person or online)

All customer suspensions or bans are FINAL and are at the sole and absolute discretion of Central Florida Auction.

Any questions regarding any consequences may be addressed to Central Florida Auction.

Print name:	Signature:	Date:



Central Florida Auction Notary Acknowledgment

On this ____ day of _____, 20____, before me _____ personally appeared virtually/in person and is known to me or provided identification of _____. To be the person whose name is subscribed to the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose.

The signer is signing
(as partner for _____, a partnership)
(as _____ for _____)

The document being acknowledged is the dealer registration packet for Central Florida Auction consisting of 12 pages.

I certify under penalty of perjury under the laws of _____ that the foregoing paragraph is true and correct to the best of my knowledge.

Witness my hand and seal.

Notary Signature

Notary Printed Name

State of

County of

The notary public completing this acknowledgement verifies only the identity of the individual who signed the document to which this certification is attached, and not to the truth, accuracy, or validity of the document itself.