

**CENTRAL MAINE AUCTION CENTER**  
**44 Concord Dr., Hermon, ME 04401**  
**207-848-7027 Fax 207-848-0739**

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**APPLICATION FOR DEALER APPROVAL**

**For your protection and ours, Central Maine Auction Center (which includes all other DBAs which it does business under, hereinafter "CMAC") requires a completed application and thorough investigation of all dealers.**

**BUSINESS NAME** – Hereinafter "Dealer"

Name of Dealership \_\_\_\_\_ Bus. Telephone \_\_\_\_\_  
(Trade Name) Fax No. \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Dealer's License No. \_\_\_\_\_ Exp. Date \_\_\_\_\_ SALES TAX EXEMPT NO. \_\_\_\_\_ Exp. Date \_\_\_\_\_  
Dealer Plate No. If Different \_\_\_\_\_

**Be sure to mail or fax a copy of Dealer's License and Sales Tax Exempt Certificate when returning application.**

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**BUSINESS INFORMATION**

Is the Company an individual  Partnership  Corporation  Limited Liability Company   
If so, what state incorporated \_\_\_\_\_ Federal I.D. No. \_\_\_\_\_

**List of Owners and Officers**

Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Home Address \_\_\_\_\_ Home Tel. No. \_\_\_\_\_ U.S. Citizen? \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Home Address \_\_\_\_\_ Home Tel. No. \_\_\_\_\_ U.S. Citizen? \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Home Address \_\_\_\_\_ Home Tel. No. \_\_\_\_\_ U.S. Citizen? \_\_\_\_\_

When was Dealer organized \_\_\_\_\_

Do you expect to: Sell  Buy  Will you use Cash  Check  (subject to auction approval)  
Type of Dealer New  Used

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**CREDIT INFORMATION**

Bank Phone No. \_\_\_\_\_ Bank Fax No. \_\_\_\_\_

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

Name of Official \_\_\_\_\_ Credit or FP Limit \$ \_\_\_\_\_

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

Additional Bank or Account \_\_\_\_\_ 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 three years, give previous financial institution(s) name and address.

Bank \_\_\_\_\_ Bank \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

**REFERENCES**

Other Auction You Attend \_\_\_\_\_ How Long Registered \_\_\_\_\_

Other Auction You Attend \_\_\_\_\_ How Long Registered \_\_\_\_\_

Dealer or other Business Reference \_\_\_\_\_ How Long Acquainted \_\_\_\_\_

**ADDITIONAL AUTHORIZED REPRESENTATIVES**

The following person or persons are duly authorized to buy and sell vehicles, to execute checks or drafts, to execute bills of sale, assignments of titles and warranties of titles on behalf of Dealer. The authority of the following persons to act on behalf of Dealer shall continue in full force and effect until terminated by Dealer on writing delivered to CMAC. Dealer does hereby guarantee all transactions made by such persons. Checks must be drawn on Dealership's account and signed by an authorized representative. No personal checks are accepted.

Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security No. \_\_\_\_\_

Home Address \_\_\_\_\_ Home Tel. No. \_\_\_\_\_ U.S. Citizen? \_\_\_\_\_

Authorized to sell cars **DISCUSS LIMITS**  Yes  No Sample Signature \_\_\_\_\_

Authorized to sign checks  Yes  No Officer or \_\_\_\_\_

Authorized to sign drafts  Yes  No Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security No. \_\_\_\_\_

Home Address \_\_\_\_\_ Home Tel. No. \_\_\_\_\_ U.S. Citizen? \_\_\_\_\_

Authorized to sell cars  Yes  No Sample Signature \_\_\_\_\_

Authorized to sign checks  Yes  No Officer or \_\_\_\_\_

Authorized to sign drafts  Yes  No Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security No. \_\_\_\_\_

Home Address \_\_\_\_\_ Home Tel. No. \_\_\_\_\_ U.S. Citizen? \_\_\_\_\_

Authorized to sell cars	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Sample Signature _____
Authorized to sign checks	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Officer or _____
Authorized to sign drafts	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Owner's Signature _____ Date _____

1. Dealer agrees that CMAC cannot and does not assume any responsibility for theft of: Vehicles, Accessories, or Personal Property. The titled owner of the stolen property must make claim to his own insurance company.

2. Dealer agrees that all amounts owed by Dealer or any of its subsidiaries and affiliated entities to CMAC are subject to the following terms and conditions.

3. All amounts due CMAC are due and payable in full at close of business on Friday of the week of purchase. If any amount is due to CMAC after this time, service charges will be charged at \$75.00 per unit and \$1.00 per day per thousand owed.

4. Dealer shall pay CMAC a service charge in an amount equal to the greater of \$100.00 or 5% of the check balance for all checks returned by Dealer's bank due to insufficient funds.

5. In the event the account is turned over to an attorney or other agency for collection, Dealer shall pay all collection costs and fees, including, but not by way of limitation, attorneys' fees, paralegal fees and court costs incurred by CMAC.

6. Dealer shall notify CMAC by mail of any change in the information that Dealer has provided regarding its application for credit.

7. Dealer warrants to CMAC that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects and Dealer authorizes CMAC to investigate all references furnished pertaining to the credit and financial responsibility of Dealer.

8. Dealer authorizes CMAC to make inquiry in, to request, and to receive any information concerning character, general reputation, personal characteristics, financial and credit information from creditors, banks, or proposed indebtedness and the undersigned authorizes any creditor, bank, credit union or other financial institution to divulge such information.

9. Dealer hereby grants a security interest in all vehicles and equipment that Dealer has purchased from CMAC but has not yet fully paid for.

10. For so long as Dealer owes CMAC any monies, Dealer hereby irrevocably grants CMAC, its agents employees and contractors, on foot or with vehicles, authority to enter Dealer's place of business and all other properties where vehicles and/or equipment purchased from CMAC may be stored or held for the purpose of inspection and/or repossession of said vehicles or equipment and all other actions related thereto.

11. When CMAC, in its sole discretion, determines that a vehicle, which has not yet been paid for, has been improperly sold or transferred to another person or entity by Dealer, Dealer hereby grants CMAC the authority to repossess all vehicles and/or equipment which the Dealer has committed to purchase from CMAC, but which Dealer has not yet paid for. Upon repossession CMAC may then proceed with all rights and remedies of a secured party pursuant to Maine's Uniform Commercial Code.

12. Dealer agrees that it is bound by each and every of the latest Terms of Auction published by CMAC and agrees to inquire not less than monthly of CMAC for the latest terms and further agrees to object in writing to any such terms that the Dealer disagrees with. Dealer's participation in all subsequent auctions however, shall be deemed as Dealer's agreement with all Terms of Auction regardless of Dealer's objections to the same.

13. Dealer represents and warrants that the title to each vehicle sold by Dealer through CMAC dealers exchange will be good and is, or immediately will be, free and clear of all liens and encumbrances.

14. Dealer certifies that each vehicle purchased through CMAC shall be resold by Dealer in accordance with the tax laws of the State of Maine.

15. Dealer acknowledges that CMAC shall have the right to refuse to transact business with Dealer in its sole discretion.

16. Dealer represents and warrants that each of its Dealer Representatives has read, fully understands, and agrees to abide by the terms of this document and shall be fully responsible for Dealer's representative's compliance with the same.

\_\_\_\_\_  
Witness

[DEALER'S SIGNATURE]  
[\_\_\_\_\_]

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

[DEALER'S SIGNATURE]  
[\_\_\_\_\_]

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

[DEALER'S SIGNATURE]  
[\_\_\_\_\_]

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**BE SURE TO INCLUDE COPY OF DEALER'S LICENSE**

**GUARANTY**

The undersigned unconditionally guaranties and agrees to immediately pay to CMAC all amounts due to CMAC by Dealer under the terms of this document.

It is understood that this guaranty shall be an absolute, continuing and irrevocable guaranty for such indebtedness of the Dealer.

Each of the undersigned expressly waive all suretyship defenses of every type and nature, presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guarantied indebtedness already or hereafter contracted for by the Dealer, notice of any modification or renewal of any agreement evidencing the indebtedness hereby guarantied, notice of any renewal or extension of such indebtedness. I further waive any right to require CMAC to proceed against, or make any effort at collection of the guarantied indebtedness from the Dealer or any other party

liable for such indebtedness. The undersigned shall be liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Dealer shall not affect the enforceability of this guaranty.

If the guaranteed indebtedness is not paid by me when due, I (we) shall pay all collection costs, including attorneys' fees, paralegal fees, and court costs and all other costs and fees incurred by CMAC.

In the event more than one party executes this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness. In all instances herein, the singular shall be construed to include the plural

The undersigned acknowledges that CMAC Auto Auction-Dealers Exchange 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 thereunder. This guaranty is to be a continuing guaranty and the undersigned hereby waives notice of acceptance of this guaranty and presentment, demand, protest, and any notice of non-payment or dishonor. The undersigned shall be liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of Creditors of Dealer shall not affect the enforceability of this Agreement.

The document shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall ensure to the benefit of CMAC, its successors, assigns, and subrogees.

Where there is more than one signatory to this agreement, each signatory shall be jointly and severally liable.

(IN WITNESS WHEREOF) the undersigned have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**[GUARANTOR'S SIGNATURE]**  
**[IF GUARANTOR IS A COMPANY]**

Witness \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[GUARANTOR'S SIGNATURE]**  
**[IF GUARANTOR IS A COMPANY]**

Witness \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[IF GUARANTOR IS AN INDIVIDUAL]**

Witness \_\_\_\_\_

Print Name: \_\_\_\_\_, Individually

**[IF GUARANTOR IS AN INDIVIDUAL]**

Witness \_\_\_\_\_

Print Name: \_\_\_\_\_, Individually