



4712 Flat Creek Road - Oakwood, GA 30566
Phone: 770-532-4624 Fax: 770-534-3578
Website: oakwoodaaa.com

INDEPENDENT DEALERS

Dear Independent Dealer,

Oakwood's Arrow Auto Auction has been serving the North Georgia, Carolinas, Alabama and the Atlanta area for the past 33 years. We are an independent Auction that is located in Oakwood, Georgia about forty (40) miles north of Atlanta. We are members of the Georgia Independent Automobile Dealers Association, and we are insured with Auction Insurance Agency. Our Sale is every Thursday night at 4:00 P.M. and here below are just a few of the benefits we offer to our Dealers:

- We have 300 to 400 units to choose every week.
- We have at least 30 New Franchise Dealers that run each week.
- We have numerous Credit Unions and Finance Companies run with us each week.
- We have cash drawings every week of \$150 and \$1000
- For every eight (8) cars you buy on a weekly basis you get a \$100 Rebate.
- We run all units in one Rocket Lane to keep you from having to move from lane to lane to bid.
- We run on an average 3 to 4 cars a minute so the sale moves very quickly.
-

We welcome the opportunity to incorporate your company as a customer of Oakwood's Arrow Auto Auction. Please find enclosed the Dealer Registration Package for your company to fill out. Thanks in advance for your consideration and we look forward to serving you as a new customer.

Sincerely,

A handwritten signature in cursive script that reads "Stacey Sprowl".

Stacey Sprowl

Dealer Registration
Oakwood's Arrow Auto Auction
4712 Flat Creek Road
Oakwood, GA 30566
Direct: 770-532-4624
Fax: 770-534-3578
Email: stacey@oakwoodaaa.com
Website: www.oakwoodaaa.com

Computer# _____



4712 Flat Creek Road - Oakwood, GA 30566

Phone: 770-532-4624 Fax: 770-534-3578

Email: office@oakwoodaaa.com

Website: oakwoodaaa.com

OAAA INDEPENDENT DEALER REGISTRATION:

PLEASE PROVIDE THE FOLLOWING COPIES:

- 1) DEALER LICENSE
- 2) SALES TAX CERTIFICATE
- 3) CITY OR BUSINESS LICENSE
- 4) SURETY BOND
- 5) MASTER TAG REGISTRATION
- 6) DRIVERS LICENSE FOR ALL REPRESENTATIVES

EMAIL ADDRESS: _____

NAME OF DEALERSHIP _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____

CELL PHONE _____

FAX _____

STATE DEALER # _____

MASTER TAG (12 Digit) _____

SALES TAX # _____ FEDERAL TAX ID # _____

OWNER NAME (printed) _____

SIGNATURE _____

HOME ADDRESS _____

CITY _____ STATE _____ ZIP _____

DRIVERS LICENSE # _____ (GET COPY)

SOCIAL SECURITY # _____ (GET COPY)

HOW LONG IN BUSINESS? _____

HOW DID YOU FIND OUT ABOUT OAAA? _____

LIST OF OWNERS & OFFICERS:

* NAME: _____ TITLE: _____
ADDRESS: _____ CITY: _____
STATE: _____ ZIP: _____ PHONE: _____
* NAME: _____ TITLE: _____
ADDRESS: _____ CITY: _____
STATE: _____ ZIP: _____ PHONE: _____
* NAME: _____ TITLE: _____
ADDRESS: _____ CITY: _____
STATE: _____ ZIP: _____ PHONE: _____

HOW WOULD YOU LIKE TO PAY?

(Subject to Auction Approval)- Auction and its insurers are authorized to investigate the credit history of Dealer and any Dealer's Owner and Officers through banks, financial institutions, credit reporting agencies, and other sources.

CHECK _____ CASH _____ FLOOR _____ (If so what FP Company?)
Cash customers are required to leave \$1000 deposit in the main office. The money will be applied to purchase, or returned to dealer at end of sale.

FLOOR PLAN COMPANY _____ ACCOUNT # _____

CREDIT INFORMATION (If applicable):

BANK NAME: _____
ACCOUNT #: _____
BANK CONTACT: _____ PHONE: _____
BANK ADDRESS: _____ FAX: _____
CITY: _____ STATE _____ ZIP _____

REFERENCES:

AUCTION: _____ PHONE: _____
AUCTION: _____ PHONE: _____
AUCTION: _____ PHONE: _____



4712 Flat Creek Road - Oakwood, GA 30566
Phone: 770-532-4624 Fax: 770-534-3578
Email: office@oakwoodaaa.com Website: oakwoodaaa.com

BANK LETTER:

NAME OF BUSINESS: _____

DATE: _____ COMPUTER # _____

BANK NAME: _____

BANK CONTACT: _____

ACCOUNT #: _____

NAME OF OWNER (print): _____

AUTHORIZED SIGNATURE: _____

To whom it may concern:

Your Bank has been designated by the above as their principal depository and banking reference. Said company has requested check privileges with our relationship and this inquiry is on a commercial level. Please note that your reply will of course be held strictly confidential, and will be used only for our own purpose. Please fill out the information below regarding the business we are inquiring about. Feel free to call me with any questions or comments.

Thanks,
Dealer Registration

CHECKING ACCOUNT OPEN SINCE: _____

AVERAGE BALANCE (Last 12 months): _____

LOW 3 FIGURES _____ LOW 5 FIGURES _____
MEDIUM 3 FIGURES _____ MEDIUM 5 FIGURES _____
HIGH 3 FIGURES _____ HIGH 5 FIGURES _____

LOW 4 FIGURES _____ LOW 6 FIGURES _____
MEDIUM 4 FIGURES _____ MEDIUM 6 FIGURES _____
HIGH 4 FIGURES _____ HIGH 6 FIGURES _____

INSUFFICIENT CHECK (Last 12 Months): YES _____ NO _____
EXPERIENCE: SATISFACTORY _____ UNSATISFACTORY _____

FLOOR PLAN AVAILABLE: YES _____ NO _____ LIMIT: _____

AUTHORIZED SIGNATURE OF BANK OFFICIAL _____ BANK STAMP _____

PRINTED NAME _____ DATE: _____



4712 Flat Creek Road - Oakwood, GA 30566

Phone: 770-532-4624 Fax: 770-534-3578

Email: office@oakwoodaaa.com Website: oakwoodaaa.com

Date: _____

DEALER NAME: _____

DEALER AUTHORIZED REPRESENTATIVES

The following person or persons are duly authorized to buy and sell automobiles, to execute checks or drafts, to execute bills of sales, 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 in writing to the Auction. Dealer does hereby guarantee all transactions made by such persons.

(GET COPY OF DRIVERS LICENSE)

Representative (printed) _____

Signature _____

SS# _____ DOB _____

Phone# _____

Authorized to: Buy Cars _____ Sell Cars _____ Sign Checks _____ Sign Titles _____ Transporter _____

Owner's Name (printed) _____

Owner's Signature _____

(GET COPY OF DRIVERS LICENSE)

Representative (printed) _____

Signature _____

SS# _____ DOB _____

Phone# _____

Authorized to: Buy Cars _____ Sell Cars _____ Sign Checks _____ Sign Titles _____ Transporter _____

Owner's Name (printed) _____

Owner's Signature _____



1. SELLER MUST ANNOUNCE VEHICLES WITH FRAME OR FLOOD DAMAGE
2. ALL CARS ARE SOLD "AS IS". AS IS MEANS AS IS!!! PLEASE INSPECT CARS PRIOR TO BIDDING. THE AUCTION DOES NOT GUARANTEE EMISSION CONTROL.
3. BUYER AND SELLER MUST BE AT LEAST 21 YEARS OF AGE.
4. THE AUCTION DOES NOT GUARANTEE EMISSION CONTROL.
5. THE AUCTION IS NOT RESPONSIBLE FOR THEFT, FIRE OR DAMAGE TO VEHICLES LEFT ON AUCTION PREMISES, AT ANY TIME.
6. ALL INDIVIDUALS (GA) MUST PAY TAVT.
7. INDIVIDUAL BUYER/BIDDER MUST HAVE VALID DRIVER LICENSE WITH CURRENT ADDRESS PRINTED ON LICENSE. VEHICLE WILL BE REGISTERED IN COUNTY REPRESENTED ON LICENSE. OUT OF STATE LICENSE WILL NOT BE REGISTERED. TITLE WILL BE PICKED UP AT OAKWOOD AUCTION ONCE RECEIVED FROM SELLER.
8. NO TITLE ATTACHED SALE WILL BE FINAL UNTIL TITLE IS RECEIVED FROM SELLER, WITHIN 30 DAYS OF SALE.
9. ANY PRICE ADJUSTMENT ELIMINATES ANY FURTHER ARBITRATION FOR MECHANICAL DEFECTS.
10. UNANNOUNCED FRAME DAMAGE OR FRAME REPAIR MUST BE REPORTED TO THE AUCTION WITHIN SEVEN (7) DAYS OF SALE DATE. VEHICLE WILL BE SENT OUT FOR INSPECTION.
11. IF THE VEHICLE HAS NOT BEEN PROPERLY REPRESENTED, FILE A COMPLAINT IN THE MAIN OFFICE WITHIN ONE HOUR. WAIT FOR A DECISION.
12. ALL VEHICLES REGISTERED HERE ARE SUBJECT TO INSPECTION BY THE GBI, FBI, NATIONAL AUTO THEFT BUREAU, LOCAL POLICE AND AUCTION INSPECTION.
13. AUCTION MANAGEMENT RESERVES THE RIGHT TO VOID ANY TRANSACTION.
14. ALL VEHICLES MUST HAVE A GATE PASS TO LEAVE THE AUCTION PREMISES.
15. "IF", "TRY", OR "OUTSIDE" SALES ARE NOT BINDING ON EITHER SIDE UNTIL THE SALE IS CONSUMMATED THROUGH THE AUCTION OFFICE.
16. NO VEHICLE WILL BE OFFERED FOR SALE WITHOUT A VALID VEHICLE IDENTIFICATION SERIAL PLATE.
17. ALL VEHICLES PURCHASED MUST BE PAID FOR IN FULL ON SALE NIGHT.
18. AUCTION ASSUMES NO RESPONSIBILITY NOR GUARANTEES THE ACCURACY OF THE
19. ODOMETER READING. ODOMETERS MUST BE CHECKED ON SALE NIGHT BEFORE THEY LEAVE THE AUCTION.
20. ALL "OUTSIDE" SALES ARE SOLD AS IS!!!
21. IN MATTERS OF INTERPERTATION OF AUCTION POLICY, THE DECISION OF THE AUCTION MANAGEMENT IS FINAL.
22. ACCURACY OF INFORMATION CONTAINED ON THE BILL OF SALE IS SOLELY THE RESPONSIBILITY OF THE SELLER.
23. ALL VEHICLES ARE SOLD WITH A REDLIGHT, AND CANNOT BE REJECTED FOR ANY MECHANICAL DEFECT.
24. AUCTION IS NOT LIABLE FOR ANY LOCAL, STATE OR AD VALORUM TAX.
25. REGISTRATION IS REQUIRED BEFORE EACH AUCTION TO RECEIVE BIDDER NUMBER. BIDDER BADGE MUST BE VISIBLE AT ALL TIMES DURING AUCTION.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ PHONE #: _____



POWER OF ATTORNEY

This form gives OAAA Agents authority to complete and sign titles on behalf of your dealership.

The undersigned, and its subsidiaries hereby duly appoint OAKWOOD'S ARROW AUTO AUCTION, LLC (OAAA) located at 4712 Flat Creek Road, Oakwood, GA 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 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 and state law.

In consideration of OAAA's agreement to execute such documents on behalf of the undersigned from time to time, the undersigned shall indemnify, defend and hold harmless OAAA, 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 OAAA or its employees or agents of any certificate of title, odometer statement, bill of sale, or other document necessary to transfer ownership of consigned vehicles. Notwithstanding the foregoing, nothing contained herein shall be constructed to require the undersigned to indemnify OAAA, its assigns from any loss resulting from any gross negligence or willful misconduct of OAAA or its employees or agents.

This POWER OF ATTORNEY supersedes any previous authorization to act as agent and ATTORNEY-IN-FACT for the undersigned.

Print Dealership name: _____

Signature: _____

Printed name: _____ Title: _____

Subscribed and sworn to before me this _____ day of _____,

Notary Public

(Seal or Stamp)



In consideration of the Auction allowing Dealers to buy and sale motor vehicles through the Auction, the Dealer whether one or more, personally covenants, guarantees and warrants that the title to each vehicle sold by Dealer through the Auction will be good and will be free and clear of all liens and encumbrances, whatsoever, Dealer Unconditionally agrees to reimburse Auction for any loss, damage, expense or costs, including attorney's fees incurred by the Auction as a result of breach of the foregoing warranty of title as to any such motor vehicle.

Dealer further guarantees full payment of any debts of Dealer to Auction, including any checks or drafts issued by Dealer or any of Dealer's representatives, together with any loss or expense incurred by Auction in collecting or attempting to collect such debt, including attorney fees.

Dealer further guarantees the Odometer Mileage Statements given by or on behalf of the Dealer in all sales of motor vehicles by it through the Auction, and agrees to reimburse, Indemnify and hold harmless the Auction from all losses and expenses caused it by any such Odometer Mileage Statement which proves to be false or inaccurate, including without limitation:

1. Any amounts paid in settlement of a legal claim in connection with any such claim.
2. Any amounts paid in damages for any such claim, including any punitive damages.
3. Any expense or costs incurred by the Auction in collection or attempting to collect such losses, including attorney fees.

Dealer acknowledges that Auction shall have the right to refuse to transact business with Dealer, to modify or release any an all collateral security, to extend or charge 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 guaranty is to be a continuing guaranty and the undersigned hereby waives notice of acceptance of this guaranty and presentment, demand, protest, and any notices of non-payment or dishonor. Dealer shall be liable as principal debtor and not merely as surety bankruptcy or any assignment in favor of Creditors of Dealer shall not affect the enforceability of this agreement.

This Guaranty bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall inure to the benefit of Auction, its successors, assigns and subrogates.

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

Printed Name of Guarantor: _____

Signature of Guarantor: _____

SUBSCRIBED AND SWORN BEFORE THIS DATE: _____

NOTARY PUBLIC: _____

(Seal or Stamp)



DEALER REGISTRATION AGREEMENT

This Dealer Registration Agreement, dated as of _____ is made and entered into by and between _____ (Dealer) and Oakwood's Arrow Auto Auction in consideration of the following recitals, representations, guarantees, covenants and agreements contained herein, Dealer and Auction agree as follows:

1. Dealer represents that it is a licensed vehicle dealer engaged in the business of buying and selling vehicles. Dealer has provided to the Auction a completed dealer information sheet as required by the Auction and the dealer represents that all information provided thereon is true and correct.

2. Dealer recognizes and acknowledges that the Auction is not deemed to be the seller of any vehicle for any purpose, nor is it the transferor required to give the Federal Odometer Mileage Statement, in connection with any sale at this auction within the contemplation of the Motor Vehicle Information and Cost Savings Act of 1972 (Pub, L 92-513), as amended, or similar laws. The seller named on the Bill of Sale is the transferor within the contemplation of such laws.

3. All sales at the Auction are conducted under the Auction Rules and Policies. The Dealer acknowledges receipt of a copy of the Auction Rules and policies and the dealer agrees to be bound by such Auction Rules and policies, as amended from time to time.

4. The person and or persons indicated on Page 10 as "Authorized Agents" are duly Authorized by the Dealer to buy and sell automobiles, to execute checks or drafts and to execute bill of sales, Odometer Mileage statements, assignments of titles and warranties of titles on behalf of dealer. The authority of such persons to act on behalf of dealer shall continue in full force and effect until terminated by the Dealer in writing to the Auction. The Dealer does hereby guarantee all transaction made by such persons, and does indemnify and hold harmless the Auction from all loss or expense caused it as a result of any such transaction including but not limited to losses from dishonored checks or drafts, defective titles, and false or inaccurate Odometer Mileage statements as well as any expense incurred in attempting to collect such losses, including attorney fees.

5. Dealer authorizes the Auction to act as Dealer's Attorney-in-fact to purchase, sale and transport vehicles, and on Dealer's behalf to execute any documents necessary to transfer ownership thereof and any disclosure statements relating thereto. Except for negligence on the part of the Auction, the dealer agrees to indemnify the Auction, hold the Auction harmless, and defend the Auction against all claims, loss, damage, expense, and attorney fees the Auction may sustain by reason of so acting for Dealer.

6. Dealer assumes all risks of loss, liability, and damage to or arising out of any vehicle left on the Auction's premises and Dealer shall provide insurance for such loss, liability and damage. The Auction disclaims all liability, in tort, contract, or otherwise, for such loss, liability and damage.

7. With respect to each and every vehicle delivered by Dealer to the Auction for sale, Dealer represents to the Auction and to the buyer of that vehicle that:

(a) The vehicle is in a safe condition to operate on the public highways and complies with applicable laws relating to safety, performance and environmental standards.

(b) Dealer will fully and accurately disclose the description, condition, known defects and mileage of the vehicle and be solely responsible for such representations.

(c) Dealer is the true and lawful owner of the vehicle.

(d) Dealer has good and right power to sell the vehicle.

(e) Dealer guarantees, without exception, that title to the vehicle is free and clear of all encumbrances and other defects, and Dealer will hold the buyer and the Auction harmless for any loss, liability, or

expense resulting from any defect in such title.

- (f) Within the time allowed by the Auction Rules, Dealer will deliver to the Auction, as agent, good title to the vehicle, free and clear of all liens or encumbrances, with related Disclosure statements. Upon such delivery, the Auction agrees to pay Dealer the sale price of the vehicle, less any fees owing to the Auction.
 - (g) Dealer agrees to pay to the Auction such fees as the Auction Rules/Policies provide for any vehicle which goes through the Auction but is not sold. Dealer specifically grants to the Auction a possessory lien against any such vehicle for which a fee is due as security for the payment of such fee.
 - (h) Dealer will hold harmless and indemnify the Auction and the buyer of the vehicle against any loss resulting from the breach of the Dealer's warranty of title to the vehicle or of any warranty or representation contained herein.
8. With respect to each and every vehicle purchased by Dealer, Dealer agrees that:
 - (a) The Auction does not inspect vehicles delivered to it for sale, rather, the seller is responsible for all representations of description, condition, and mileage and for disclosure statements relating to the vehicle.
 - (b) Dealer will examine any vehicle bought and accept the vehicle in its present condition .
 - (c) Dealer will pay the Auction the purchase price of the vehicle by draft, check or cash (as approved by the Auction) on sale night. Upon failure to so pay, Auction may without further notice to Dealer dispose of such vehicle through a subsequent auction sale, and Dealer shall be liable to the Auction for all costs of collection, loss on resale of the vehicle, and any other damage the Auction may sustain, including reasonable attorney fees incurred in collecting payments due and interest .
 - (d) The title and ownership of the vehicle shall remain in the seller of the vehicle name, until any check or draft given as payment for the vehicle has been honored and paid in full.
 9. Dealer agrees to honor payment of any check or draft immediately when properly presented to Dealers bank for payment. Dealer will not, under any circumstances, stop payment of its check or draft without the advance written approval of an authorized representative of the Auction, If approved, Dealer will return the vehicle at Dealer's expense to the Auction's place of business . Dealer further agrees to hold the Auction harmless for and indemnify the Auction against any loss as a result of a check or draft of Dealer being dishonored by the bank upon which it is drawn.
 10. Dealer hereby authorizes the Auction to investigate Dealer's credit history but not limited to the banks and other financial institutions with whom Dealer does business and agrees to execute any documents required by any such bank or financial institution to release financial information to the Auction.
 11. The Auction guarantees to the buyer good and valid title to each vehicle bought at the Auction subject to the following terms, conditions and limitations.
 - (a) The guaranty covers only invalid cities in title existing at the time of the sale and does not cover more technical defects which can be removed by execution and delivery to the Buyer, or prior owners, of legally required papers without the necessity of any monetary Payment.
 - (b) The amount of the Auction's liability under its guaranty shall never exceed the sale price of the vehicle, and the maximum amount of the Auction's liability shall be reduced by deducting from the sale price 2% thereof on the first of each month following the date of sale, and all liability of the Auction will expire and terminate on the first day of the forty-eighth month after the date of sale.
 - (c) The guaranty is expressly limited to the Dealer who purchased the vehicle at the Auction, and the guaranty is not negotiable or transferable.
 - (d) The guaranty shall be void, if the purchase price for the vehicle is not paid by the buyer.
 - (e) The guaranty does not protect against defects in the title known by the buyer whether or not listed as exceptions to the title on the Auction's invoice.
 - (f) Whenever any claim is made by any person against the title of the vehicle, whether by suit or otherwise, the buyer shall within five days after becoming aware of the claim notify the Auction, giving full particulars of the claim, and shall cooperate fully in defending any legal action or taking any other steps to minimize possible loss.
 - (g) On payment of any claim under the guaranty, the buyer will execute all necessary paper Subrogating

its right to recover against the seller, or others, to the Auction.

- (h) The buyer shall not surrender possession of the vehicle to any claimant, except as required by legal process, nor shall buyer voluntarily pay or acknowledge the validity of any such claim without the prior approval of the Auction.
- (i) Time is of the essence of this section of this Agreement and any failure on the part of the Buyer to notify the Auction of any such claim shall vitiate the Auction's liability under the guaranty. Likewise, failure of the buyer to cooperate in defending any such claim shall Relieve the Auction of liability under the guaranty.
- (j) The guarantee does not include motorcycle, boat, camper, or trailer titles.
- (k) The guarantee does not apply to vehicles sold by BILL OF SALE ONLY.

This Agreement may be terminated by the Auction at any time with or without cause. The parties obligations under this Agreement with respect to transactions completed prior to termination shall survive termination.

This Agreement may be amended only by an instrument in writing signed by both parties . Any controversy or claim arising out of the Agreement or relating in any way to any transaction at Auction or otherwise, in which Dealer engaged pursuant to this agreement shall be finally settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) (which may include the costs of arbitration and reasonable attorney's fees to the prevailing party) may be entered in any Court having jurisdiction thereof:

DEALERSHIP OWNER SIGNATURE _____

AUCTION:
Oakwood's Arrow Auto Auction

Name: _____
Date: _____



To our valued customers:

In a continuing effort to provide our customers with the highest service possible, we are offering several options designed to help you receive your title work in a manner most convenient to your dealership. Please verify your mailing address is correct, and choose an option listed below:

CHECK THE BOX THAT APPLIES:

- 1) Please do not mail titles. I prefer to pick my titles up at OAAA.
- 2) First Class Mail. (No expense to you. OAAA cannot be responsible for titles lost By the U.S. Mail)
- 3) Federal Express: Bill to my Account: # _____

Mailing Address: _____

Owner's Signature _____

Owner's Name (printed) _____

Date: _____



4712 Flat Creek Road - Oakwood, GA 30566
Phone: 770-532-4624 Fax: 770-534-3578
Email: office@oakwoodaaa.com Website: oakwoodaaa.com

DEAR INDEPENDENT DEALER:

Due the increase in some dealers not coming into the office on sale night to pay for all deals, Oakwood's Arrow Auto Auction is forced to charge an additional \$100.00 fee on any vehicle not paid for by the business day immediately following the purchase date). We value you as a customer, but we must ask you to take care of paying for your deals the night of the sale or next day to avoid this extra fee. Your corporation is greatly appreciated.

Also, when your dealership sells a vehicle through our auction, the title for the vehicle(s) sold must be presented to OAAA no later than 5pm the day after the sale. Titles received after such time will incur a \$40 TA fee per vehicle sold.

I have read and fully understand the above.

Thanks,

Management

Authorized Name (printed) _____

Signature: _____

Date: _____



ATTENTION ALL PURCHASERS
RETURN VEHICLE POLICY

Vehicles purchased at this auction may be returned if you have not been supplied with a title within thirty (30) days. If the 30th day falls on a Saturday or Sunday the return date will automatically go to the next business day.

OAAA nor the seller are responsible for reimbursement for any expenses incurred by the Buyer for delivery, towing, repairs, etc. Vehicle must be returned in the same condition with all parts and accessories on vehicle at time of original sale date.

Purchasers are required to call the auction twenty-four (24) hours prior to the vehicle being returned to receive a return number. If the title is received by OAAA before the twenty-four (24) hours expire the purchaser will be required to keep said vehicle.

Name (printed): _____

Signature: _____

Date: _____



STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER

To: OAKWOOD'S ARROW AUTO AUCTION

SUPPLIER _____ DATE _____

4712 FLAT CREEK RD. OAKWOOD GA 30566

SUPPLIER'S ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will qualify for tax-free or tax exempt treatment as indicated below. (Check the Applicable Box)

- 1. Purchases or leases of tangible personal property or services for **RESALE ONLY**. O.C.G.A. § 48-8-30. A sales and use tax number is required unless the purchaser is one of the following: church, qualifying tax exempt child caring institution, tax exempt parent-teacher organization or association, private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boys Scouts of America or Girl Scouts of the U.S.A. **TAX-FREE TREATMENT DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY THE PURCHASER, INCLUDING ITEMS THE PURCHASER WILL DONATE.** O.C.G.A. §§ 48-8-3(15), (39), (41), (56), (59), (71).
- 2. Purchases or leases of tangible personal property or services made by the United States government, the state of Georgia, any county or municipality of this state, fire districts which have elected governing bodies and are supported in whole or in part by ad valorem taxes, or any bona fide department of such governments when paid for directly to the seller by warrant on appropriated government funds. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1).
- 3. Sales of tangible personal property and services made to the University System of Georgia and its educational units, the American Red Cross, a Community Service Board located in this state, Georgia Department of Community Affairs Regional Commissions, or specific qualified authorities provided with a sales tax exemption under Georgia law. A sales and use tax number is not required for this exemption. O.C.G.A. §§ 37-2-6.1(d), 48-8-3(8), 50-8-44.
- 4. The sale, use, consumption, or storage of materials, containers, labels, sacks, or bags used for packaging tangible personal property for shipment or sale. Materials purchased at a retail establishment for consumer use are not exempt. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94).
- 5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state when sold by the manufacturer or assembler for use exclusively outside this state and when possession is taken from the manufacturer or assembler by the purchaser within this state for the sole purpose of removing the property from this state under its own power when the equipment does not lend itself more reasonably to removal by other means. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32).
- 6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components of each, that will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States Government. Replacement parts installed by carriers in such aircraft, watercraft, railroad locomotives and rolling stock, and motor vehicles that become an integral part of the craft, equipment, or vehicle are also exempt. The exemption does not extend to private or contract carriers. O.C.G.A. § 48-8-3(33)(A).
- 7. Purchases or leases of tangible personal property or services made by the Federal Reserve Bank, a federally chartered credit union, or a credit union organized under the laws of this state. A sales and use tax number is not required for this exemption. 12 U.S.C. §§ 531, 1768 § 1768; O.C.G.A. § 48-6-37.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, this certificate is true and correct and made in good faith, pursuant to the sales and use tax laws of the State of Georgia. Further, I understand that any tangible personal property obtained under this certificate is subject to sales and use tax if the purchaser uses or consumes the property in any manner other than indicated above.

Purchaser's Name: _____ Sales Tax Number: _____ (IF REQUIRED)

Purchaser's Type of Business: _____

Purchaser's Address: _____

Printed Name and Signature: _____ Title: _____

Telephone Number: _____ Email: _____

Supplier must secure and maintain one properly completed certificate of exemption from each purchaser making purchases without the payment of tax.

W-9

Form
(Rev. October 2018)
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.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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 **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: 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 not 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.

Other (see instructions) ▶ _____

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) _____

(Applies to accounts maintained outside the U.S.)

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)

See Specific Instructions on page 3
Print or type.

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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶
-----------	----------------------------	--------

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.

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.