



Dealer Registration Package

Dealer Name: _____

AuctionACCESS Number: _____

ATTENTION: Dealer Registration
FAX NUMBER: (931) 674-8004
EMAIL: dealerreg@musiccityaa.com

Please include copies of the documents indicated with check marks:

- ____ DEALER LICENSE CERTIFICATE
- ____ SURETY BOND
- ____ BUSINESS LICENSE ISSUED BY CITY OR COUNTY
- ____ SALES TAX CERTIFICATE
- ____ DRIVER LICENSE FOR OWNERS AND REPRESENTATIVES
- ____ COPY OF A VOIDED COMPANY CHECK

HOW DID YOU HEAR ABOUT MCAA? _____

FLOORPLAN COMPANY: _____



Sale Day Tuesdays 2:00 PM
3639 Royal Park Blvd., Spring Hill, TN 37174
PH: 931-674-8000 FAX: 931-674-8004
www.musiccityaa.com

Auction Policies 2023

General Auction Policies:

- All vehicles left on auction premises are at owner's risk. The Auction is not liable for any stolen items or damage to the vehicle.
- Music City Auto Auction Liability Coverage. Notwithstanding release of liability terms herein, Music City Auto Auction agrees to provide primary auto liability coverage for Dealers while Music City Auto Auction employees or its designees operate non-owned Dealer vehicles whether on the premises or over the road.
- Auction fees are chargeable to seller and buyer. Copies of the fee schedule are available in the auction office.
- The Auction is not a party to the contract of sale, sales are between seller and buyer only.
- It is the Buyer's responsibility to know the vehicle and verify engine size and model before purchasing. Buyer may test drive a vehicle only after becoming the successful bidder. Buyer is responsible for any damages that occur during test drive. Buyer is responsible for verifying VIN, model, year, mileage and mechanical condition on all purchases before leaving the sale. The auction is not responsible for the accuracy of written information on any vehicle. Information on the window and catalogue is printed as a courtesy. Auction is not responsible for clerical errors on printed material.
- The seller will not offer a vehicle for sale unless it is on a U.S. title in the seller's company name in compliance with current federal and state laws.
- Buyer must pay on day of auction sale, by check, cash, or other means with prior approval of auction management. Refusal to honor a check payable to the auction without prior approval may result in loss of auction privileges, return fees or both. All unpaid deals will be charged \$150.00 late fee per unit after sale day.
- Buyers agreeing to IF sale are obligated until Wednesday at 2 p.m. or until auction contacts the buyer with confirmation of existing bid price or re-negotiated sale price. IF sales are legal binding contracts.
- The Auction reserves the right to void any transaction and reserves the right to refuse service to anyone. The decision of auction management shall be final in all disputes.
- Vehicles registered are subject to inspection by the Tennessee Highway Patrol, FBI, National Auto Theft Bureau, Local Police and auction personnel. No unit will be offered or sold without a Serial Number Plate (Public VIN).
- Vehicles 20 years or older are mileage exempt. (2010 and older are grandfathered under the prior 10-year exempt rule) However, a declaration of mileage does not cover odometer discrepancies or misrepresentations.
- Odometers that are inoperable must be announced.
- Any vehicle judged to be unsafe will be rejected from the sale.
- The auction will endeavor to provide information on vehicle history e.g., salvage, major damage, theft, flood, etc., as is available through Auto Check. However, the auction does not guarantee information listed in Electronic Data Vehicle Histories (e.g., Carfax, Auto Check, etc.) and will not arbitrate solely on EDVH data.
- Vehicles left inside auction property after 10 calendar days are subject to a \$50.00 initial fee and \$10.00 per day storage charge. Vehicles left in the outside parking lot overnight will be impounded by independent towing company.
- Auction is not responsible for Emissions Inspection.
- If the seller requests to void a sale after the fact, a \$300 unwind fee will be charged. Seller is responsible for incurred charges to the buyer on reconditioning or transportation, where receipts are provided.
- This is a licensed DEALER ONLY Auction. Dealers must be approved and registered before buying and selling vehicles.
- Dealers are limited to 1 Driver/Guest per company. A valid driver's license is required. Dealers are responsible for the actions of their representatives and drivers. Driver's and guests must remain in the lobby during the sale.
- NO retail customers allowed. Retail customers found on premises will be escorted off property and Company will lose driver privileges.
- Auction issued bidder badges must always be used; each dealer must have their own bidder badge. Auction issued bidder badges are not to be shared with anyone.



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- Absolutely no deals before or after the vehicle crosses the block unless cleared by auction management. All deals must be processed through the office.
- Persons under the age of 18 are not allowed on the property.
- Online/Simulcast Purchases are eligible for arbitration 7 calendar days with the sale day as day 1.

Green Light (Ride and Drive)

Seller represents vehicle mechanically sound within a \$800.00 singular item, as determined by the arbitrator. Covers odometer, frame & unibody. Mechanical motor, transmission, and differential. Drivability issues over \$800.00.

Blue Light (Title Delay)

Vehicle sold with title not present on the day of sale.

Yellow Light (Special Defects)

Except for announced special defects, seller represents vehicle mechanically sound within \$800.00 as determined by the arbitrator.

Red Light (AS-IS)

Vehicle is AS-IS and will not be subject to arbitration regardless of Seller's failure to make the required announcement. Exceptions are:

- True miles unknown (TMU) or odometer discrepancy must be announced.
- Non-Working Odometer issues must be dealt with on the day of sale only.
- \$3,000 and under
- Frame, flood, branded title, and vehicle sold without title present.

Required Announcements:

- Frame/unibody/structural damage
- Rebuilt/clip vehicle, salvage vehicle, vehicle with previous salvage, theft or rebuilt history, vehicle which has been declared "Major Damage Loss" by an insurance carrier or a vehicle with any branded title
- Gray Market vehicles
- Police, taxicab, commercial/municipal vehicles
- Any vehicle without proper emissions control equipment (e.g., catalytic converter, diesel particulate filter)
- Flood damage vehicle
- Vehicle with an inoperable odometer/digital display odometer reading which reflects mileage in excess of its mechanical limits or an odometer reading which does not represent actual mileage.
- Vehicles with reassigned Vehicle Identification Number
- Vehicles with altered VIN plates.
- Vehicles manufactured for the Canadian market.
- Manufacturer lemon-law buybacks.
- Vehicles on MSO
- Vehicles not equipped with factory air conditioning.
- Vehicles with airbags currently deployed or missing.

Items Not Subject to Auction Arbitration:

Any Vehicle that Exits the Auction Gate is not eligible for Arbitration or Post Sale Inspection

- Electric Vehicles (EV)
- Air Ride Systems
- Oil leaks on BMW
- Power Accessories
- Radios
- DVDs
- Navigation Systems
- Electrical Components
- Gauges/warning lights
- Computer control units
- Hybrid Batteries
- Convertible tops



- Sunroof
- Brakes – ABS

- Hitches – Tow, Fifth Wheel, Trailer, installed on vehicles bolted or welded. Removed Hitches Are Subject to Arbitration
- Sludge
- Differential Noise on Jeeps, Explorers, Land Rovers, and Range Rover
- Status of luxury tax on MSO vehicles
- Air conditioning
- To arbitrate for frame or unibody damaged area must be specified.
- Wearable Items: Auction will not arbitrate vehicles for wearable items. For purposes of this policy wearable items are defined as part of the vehicle for which manufacturer recognizes the need for replacement/adjustment during the expected life of the vehicle. These items are normally identified in the Owner's Manual for routine check and replacement and would include, but are not limited to, tires, wipers, brake pads, shoes, rotors, belts, hoses, lubricants/fluids, timing belts, bulbs, filters, shocks, and struts. Any issues can be announced with a Yellow light.
- Make or Year on the following equipment: boats, RVs, ATVs, golf carts, motorcycles, trailers, snowmobiles, jet skis, antiques, farm equipment, dune buggies and kit cars. Make and Year is the responsibility of the Seller

PSI POLICY

Vehicle Qualifications:

Green Light vehicles with a final sale price over \$3,050 with 125,000 miles or less. Buyer must notify Auction within one hour after the sale ends. IF bids accepted after 6 p.m. on sale night have an extended arbitration period until 9:30 a.m. Wednesday morning.

- **Diesel vehicles are NOT eligible.**
- **Electric Vehicles (EV) NOT eligible.**

PSI Inspection Checklist:

The Following items and areas are included as part of the FULL POST SALE INSPECTION. The Checklist applies to defects which are singularly \$800.00 or more to repair or replace on Vehicles Sold In-Lane.

- Odometer verification
- Transmission engages & functions
- Engine functions & operation
- 4x4 system engagement
- Flood inspection
- Frame or unibody structure checked for damage

PSI Terms and Conditions:

- The Buyer is responsible for the PSI Fee even if the vehicle fails inspection.
- The guarantees and provisions apply only to the original buyer of the PSI. This guarantee is void once the vehicle is re-sold. The PSI guarantees cannot be transferred to any subsequent wholesale or retail vehicle buyer.
- Vehicles passing PSI and later found to have arbitrable items will be processed in the same manner as all other arbitrations. If the arbitrable items found were missed during PSI, Auction will be responsible for the arbitration in discussion with the seller.
- Vehicle condition at the time of return must be the same as or better than when purchased.
- All items checked in the Post Sale Inspection are Guaranteed for 7 days starting day of sale.
- The post sale inspection guarantee is not a buy-back policy, but a guarantee of the operation and function of the items inspected.

The Following are excluded and not covered under the PSI Policy:

- Any vehicle sold AS-IS
- Vehicles with a sale price of \$3,000 and under
- Vehicles with mileage in excess of 125,000 miles
- Kit cars
- Exotic vehicles
- Modified vehicles
- Diesel vehicles
- Electric Vehicles
- Vehicles or conditions specifically excluded in the most current NAAA Arbitration Policy

Title Arbitration Requirements

- To invoke the 24 hour no title, return policy the Buyer:
 - Must contact the Auction title department via phone one business day after the 30th day following the sale, during regular business hours to confirm their intent to return the vehicle for no title.



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- The Auction title department will notify the Seller of the Buyer's intent to return the vehicle for no title, giving the seller the date and time that the title must be received by the Auction to avoid vehicle return.

- When the 24-hour notification has expired, the determination of the status of the deal relies on the return of the vehicle and title.
- Once the expiration date and time have passed, if the vehicle arrives at the auction prior to the vehicle being returned, the vehicle will remain sold. If the vehicle is returned prior to the title arriving at the auction, the deal will be voided.
- The Auction requires a trackable service such as FedEx, UPS, USPS, when sending titles. Titles can be sent via regular mail when requested in writing by the owner of the company.
- The Auction is not responsible for lost or stolen titles which we send at the request of the dealer, regardless of service used.
- Returns will not be processed on sale day (Tuesday)

A buyer desiring to return a vehicle must make proper arrangements with the auction 24 hours IN ADVANCE:

- The buyer must submit an arbitration claim via Auction's website or by directly emailing, arb@musiccityaa.com.
- The vehicle must be returned during business hours.
- The vehicle must be in the same condition without excessive mileage (average 30 miles per day).
- The Buyer may be charged for anything deemed excessive.
- Returns will not be processed on Sale Day (Tuesday).
- Auction will not reimburse buyer for transportation, reconditioning or other work performed on vehicles which are returned.

FEES:

- Post Sale Inspection
 - \$.01 - \$14,999 \$125
 - \$15,000 - \$49,999 \$175
 - \$50,000 - up \$200
- \$150.00 LATE FEE will be assessed on all purchases not paid for on sale day
- \$150.00 SERVICE FEE will be assessed on all returned checks
- \$50.00 FEE will be assessed for any replacement Auction check
- \$25.00 FEE will be added to all vehicles Floor Planned
- \$200.00 FEE is the minimum charge for duplicate titles plus any shipping fees, THE AUCTION IS NOT RESPONSIBLE FOR ADMINISTRATIVE OR CLERICAL ERRORS
- \$50.00 FEE will be assessed for Dealers changing Buyer or Seller on Bills of Sale on Sale Day
- A service charge will be assessed to any vehicle which needs a battery and/or gas to run through the sale
- Void/Return Vehicle Fee \$300.00 to seller

I understand and agree to the terms and policies above stated above by Music City Auto Auction of Nashville.

Dealership Name: _____

Signature: _____

Representative's Printed Name: _____

Date: _____



DEALER REGISTRATION GUARANTY AGREEMENT

IN CONSIDERATION OF MUSIC CITY AUTO AUCTION OF NASHVILLE (hereinafter called Auction) allowing _____ (hereinafter called Dealership name) TO BUY AND SELL MOTOR VEHICLES THROUGH AUCTION, THE UNDERSIGNED DEALER AGREE AS FOLLOWS:

1. 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. This warranty does not cover mere technical defect which can be removed by execution and delivery of title documents or documents in support thereof and inures only to the Dealer who purchases the motor vehicle through the Auction. Failure of the purchasing Dealer to furnish full particulars of any claim within (5) business days after receiving notice of the same shall void this title warranty. The purchasing Dealer shall not surrender possession of a motor vehicle except as required by legal process, nor shall such Dealer pay or acknowledge any claim to the title of a motor vehicle without the approval of Auction, this warranty does not protect against claims affecting the motor vehicle that are known to the purchasing Dealer at the time of sale, and does not apply to titles for boats, campers, trailers, or recreational units. Selling Dealer then has (7) business days to correct any issue or risk grounds for cancellation of the sale.
2. 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; however, de-authorization shall not be effective until the representatives Auctions identification card has been returned to the physical possession of Auction.
3. 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 or drafts issued by Dealer or any Dealer's representatives and acknowledge that all financial obligations of Dealer to Auction will accrue interest at the highest rate allowed by law.
4. 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.
5. If Dealer fails to pay Auction for a vehicle purchased by Dealer through Auction, Auction will be allowed to Sell the vehicle to mitigate its 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.
6. 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.
7. 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 obligation arising pursuant to this agreement or 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 Tennessee, at Auction's sole option, and Dealer consents to personal jurisdiction of any Court of competent jurisdiction in Tennessee.



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8. Auction guarantees to the Seller Payment of all checks and drafts for drafts for motor vehicles sold through Auction

upon receipt of title which is good and free and clear of all liens and encumbrances.

9. Upon payment by Auction of any guarantee of payment pursuant to paragraphs 8, Auction shall be fully subrogated to any interest of Dealer in the claim paid by Auction.

10. Dealer will have sufficient funds on deposit to pay any draft or check delivered by Dealer to Auction regarding any transaction at Auction. Such funds shall remain on deposit until such check or draft is paid.

11. Failure of the selling Dealer to deliver to Auction title properly reassigned for the purchasing Dealer, within 30 days from the date of sale is grounds for cancellation of the sale by the purchasing Dealer. If notice of cancellation of the sale is received by the Auction, in writing, prior to delivery of the properly reassigned title to the Auction by the selling Dealer after the waiting period, selling Dealer assumes all responsibility.

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

13. Dealer is obligated to promptly pay for any motor vehicle purchased by Dealer through Auction upon the delivery of title properly reassigned to Dealer by the selling Dealer.

14. The parties agree that Auction is merely performing Auction services for the selling and purchasing Dealers, and all transactions which occur at Auction are transactions between the selling and purchasing Dealers, and Auction is neither a buyer, seller, transferor, nor 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, warranties of merchantability of fitness for a particular purpose, and Auction does not in any manner whatsoever warrant the accuracy of odometer mileage statements, or mechanical or physical condition of any motor vehicle.

15. Music City Auto Auction Auto Liability Coverage. Notwithstanding release of liability terms herein, Music City Auto Auction agrees to provide primary auto liability coverage for Dealers while Music City Auto Auction employees or its designees operate non-owned Dealer vehicles whether on the premises or over the road.

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

17. When there is more than one signatory to this agreement each signatory shall be jointly and severally liable under this agreement. The undersigned understands 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.

18. Dealer gives MUSIC CITY AUTO AUCTION OF NASHVILLE 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.

Date: _____

Signature _____ Owner or Officer _____ Title _____

Date: _____

Signature _____ Owner or Officer _____ Title _____



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If you wish to have your titles sent by overnight courier; please provide your carrier's billing information below. If you do not provide carrier information, then all titles will remain at MCAA until picked up. If you request titles to be sent out and do not use a carrier service, then a \$25 payment must be received first.

FedEx Account#: _____

UPS Account#: _____

Type of service:

Priority_____ Standard_____ 2day_____ Ground_____

It is the recipient's responsibility to advise the auction of any changes in courier or account number.

Specify how often to send titles:

___ Daily (as available)

___ Weekly

___ Only when asked

Dealership Address:

_____ Billing

_____ Shipping

Date: _____

Dealership: _____

Signature: _____



AGENCY WITH POWER OF ATTORNEY INDEMNITY AND HARMLESS AGREEMENT

_____(HEREINAFTER DEALER) WHOSE PRINCIPAL PLACE OF BUSINESS IS IN _____, APPOINTS *MUSIC CITY AUTO AUCTION OF NASHVILLE* 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 WITH REGARD TO ANY AND ALL MOTOR VEHICLES OWNED BY DEALER, WHICH ARE SOLD THROUGH MUSIC CITY AUTO AUCTION OF NASHVILLE AND TO DO ANY ACT OR THING NECESSARY TO CONDUCT SUCH TRANSACTIONS FOR DEALER. DEALER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS AUCTION'S EMPLOYEE AGENTS, FROM ALL LOSSES OR EXPENSES INCURRED BY THE AUCTION AS A RESULT OF AUCTION ACTING AS A DEALER'S AGENT PURSUANT THIS AGREEMENT, INCLUDING ALL EXPENSES AND ATTORNEY'S FEES INCURRED BY AUCTION, UNLESS CAUSED BY THE AUCTION'S OWN NEGLIGENCE.

NAME OF DEALER: _____

ADDRESS: _____

OWNER/OFFICER (sign): _____

OWNER/OFFICER (print): _____

-----BELOW SECTION TO BE COMPLETED BY NOTARY-----

STATE OF _____
THE FORGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE ME THIS

_____ DAY OF _____ 20 ____ BY _____

PERSONALLY KNOWN PRODUCED IDENTIFICATION

TYPE OF IDENTIFICATION _____

NOTARY SIGNATURE

PRINTED NAME OF NOTARY PUBLIC/STAMP



****PLEASE NOTARIZE IF NOT SIGNED AT AUCTION****

BLANKET CERTIFICATE OF RESALE

This is to certify that all material, merchandise, or goods (including reconditioning of motor vehicles) purchased by the undersigned from or through MUSIC CITY AUTO AUCTION OF NASHVILLE, after _____ is purchases for the following purpose(s):

- Resale as tangible personal property.
- To be incorporated as a material or part of other tangible property to be produced for sale by manufacturing, assembling, processing, or refining.
- To be exported for sale, use, or consumption outside the continental limits of the United States.
- Other:

This certificate shall be considered a part of each order, which we shall give. This certificate is to continue in force until revoked. The undersigned is authorized to execute this document for the purchaser named below. Any purchase or reconditioning of a motor vehicle is to recondition that motor vehicle for resale by a dealer and required to collect sales tax on retail sales or motor vehicles.

(COMPANY NAME) PURCHASER: _____

(PRINTED NAME OF OWNER/PRESIDENT) BY: _____

(SIGNATURE OF OWNER/PRESIDENT): _____



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