



## Items Needed to Register with ABS

### If you wish to pay with Certified Funds

- 1) Application
- 2) Agent Authorization
- 3) Dealer Agreement
- 4) Resale Certificate
- 5) Copies of Dealer License, Bond, Resale Permit and Salesperson's License and/or Driver's License for the Dealer and all agents.
- 6) W-9 Form
- 7) \$150 Registration Fee
- 8) Articles of Incorporation with Statement of Information page (if a corporation)
- 9) Personal Guaranty (if a corporation)

### If you wish to pay with Company Checks, or ACH

- 10) Copy of most recent Bank Statement (all pages)
- 11) ACH Authorization Agreement with voided check

**Fax Back to ABS at (888) 712-8271**



## Registration Application

<b>BUSINESS INFORMATION</b>								
<u>Business Name</u>			<u>DLR #</u>		<u>How Long in Business</u>		<input type="checkbox"/> Sole Prop <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corp	
<u>Business Address</u>				<u>City</u>		<u>State</u>	<u>Zip</u>	
<u>Phone #</u>		<u>Fax #</u>		<u>Cell #</u>		<u>Email Address</u>		
<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Lease		<u>Landlord (Business)</u>			<u>Phone #</u>		<u>Mnthly Payment</u>	
<u>Previous Business or Employment</u>				<u>Type of Business</u>			<u>How Long</u>	
<b>PERSONAL INFORMATION</b>								
<u>Owner's Name</u>			<u>Birth date</u>		<u>Drivers License</u>		<u>Soc. Sec. #</u>	
<u>Address</u>			<u>City</u>			<u>State</u>	<u>Zip</u>	
<u>Home Phone#</u>			<u>How Long</u>		<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Lease		<u>Mnthly Payment</u>	
<u>Previous Address (to cover 5 years)</u>			<u>City</u>		<u>State</u>	<u>Zip</u>	<u>How Long</u>	
Have you ever had any property repossessed? <input type="checkbox"/> Yes <input type="checkbox"/> No		Any Lawsuits Pending Against You? <input type="checkbox"/> Yes <input type="checkbox"/> No		Have you ever filed bankruptcy or is bankruptcy in process? <input type="checkbox"/> Yes <input type="checkbox"/> No		Have you ever had any tax liens against you? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>BANKING INFORMATION</b>								
<u>Bank Name</u>				<u>Bank Contact</u>				
<u>Address</u>			<u>City</u>			<u>State</u>	<u>Zip</u>	

HAVING MADE APPLICATION TO BID AND BUY THROUGH THE ABS PROGRAM, I UNDERSTAND THAT I WILL PAY FOR ANY PURCHASES WITH CERTIFIED FUNDS UNTIL MY APPLICATION HAS BEEN PROCESSED AND I AM NOTIFIED BY ABS THAT I AM APPROVED TO PAY WITH COMPANY CHECKS. OR ACH TRANSACTION.

**BANK/CREDIT AUTHORIZATION** THE UNDERSIGNED DEALER HEREBY AUTHORIZES THE AUCTION TO OBTAIN A WRITTEN BANK/CREDIT REPORT REGARDING THE DEALERSHIP AT ANY TIME, UNTIL THIS AUTHORIZATION SHALL BE TERMINATED IN WRITING BY THE DEALERSHIP. DEALER FURTHER REPRESENTS THAT WITHIN THE LAST FIVE YEARS HE HAS NOT BEEN THE SUBJECT OF A DMV ADMINISTRATIVE ACTION OR OTHER REGULATORY, ADMINISTRATIVE, OR CRIMINAL ACTION; HAS NOT BEEN SUED BY ANOTHER AUCTION; HAS NOT HAD A CLAIM FILED AGAINST DEALER BOND, OR HAS NOT HAD DEALER BOND CANCELLED BY A BOND COMPANY; AND HAS NOT BEEN INVOLVED IN ANY CIVIL ACTION THAT WOULD IMPAIR DEALER'S ABILITY TO PAY FOR VEHICLES PURCHASED THROUGH THE AUCTION, EXCEPT AS FOLLOWS: AUCTION IS RELYING ON THE BANK/CREDIT REPRESENTATIVES MADE BY DEALERSHIP IN GRANTING DEALERSHIP AUCTION PRIVILEGES, INCLUDING THE ABILITY TO PURCHASE AND SELL VEHICLES THROUGH THE AUCTION.

DEALER HEREBY REPRESENTS THAT ALL THE INFORMATION ON THIS FORM IS TRUE AND ACCURATE, DEALER WILL HONOR ANY AND ALL CHECKS AND DRAFTS DELIVERED TO ABS WRITTEN BY THE ABOVE; DEALER UNDERSTANDS THAT IT IS RESPONSIBLE TO NOTIFY IN WRITING ABS AUTO AUCTIONS OF AUTHORIZED AND/OR NON-AUTHORIZED BIDDERS WHO ARE IN THEIR EMPLOY.

THE UNDERSIGNED (1) MAKES THE ABOVE REPRESENTATIONS, WHICH ARE CERTIFIED CORRECT, FOR THE PURPOSE OF SECURING CREDIT; (2) AUTHORIZES ABS TO GATHER WHATEVER CREDIT AND EMPLOYMENT HISTORY IT CONSIDERS NECESSARY AND APPROPRIATE, AND ALSO FOR ABS TO DELIVER INFORMATION CONCERNING THIS APPLICATION TO OTHERS; (3) UNDERSTANDS THAT ABS WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED, AND THAT IT IS APPLICANT'S RESPONSIBILITY TO NOTIFY ABS OF ANY CHANGES OF NAME, ADDRESS, EMPLOYMENT, OR OTHER MATERIAL INFORMATION.

Applicant \_\_\_\_\_ Date \_\_\_\_\_



**CONFIDENTIAL**

**CREDIT CARD AUTHORIZATION FORM**

**DEALER NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

**DEALER NO.** \_\_\_\_\_

I authorize ABS to charge my credit card \$ \_\_\_\_\_ for purchase/service rendered.

Visa

Master Card

**Exp. Date** \_\_\_\_\_

**Last 4 digits of Credit Card** \_\_\_\_\_

**Name as it appears on Billing Statement** \_\_\_\_\_

**Address as it appears on Billing Statement** \_\_\_\_\_

**ZIP** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Prepared by:** \_\_\_\_\_

**Processed by** \_\_\_\_\_

(Accounting Staff only)

*Note: 1) Credit card information should only be retained for the time needed to process.*

*Note: 2) Credit card information should be destroyed immediately after processing.*

**Accounting only: Cut along the dotted line and drop credit card # in a secured "Shred It" box immediately after processing.**



**Credit Card #** \_\_\_\_\_



- 1.) As the Dealer, I hereby authorize the person(s) listed below to transact business on my dealership's behalf. I agree to honor all bids and checks presented to ABS by such agents.
- 2.) I further represent and warrant that I shall notify ABS in writing, when and if any authorized buyer or check signer is no longer authorized to perform such duties for the dealer.
- 3.) Please include the following for each name listed below:
  - a.) Copy of Salesman's DMV License (if a buyer), in states where applicable
  - b.) Copy of Driver's License (if buyer, ck. signer, pick-up or title pick-up)

1.) Name \_\_\_\_\_  Bidder/Buyer  Ck. Signer  Pick-up  Title Pick-up  
 DL# \_\_\_\_\_ Salesman's License # \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_ PID \_\_\_\_\_

2.) Name \_\_\_\_\_  Bidder/Buyer  Ck. Signer  Pick-up  Title Pick-up  
 DL # \_\_\_\_\_ Salesman's License # \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_ PID \_\_\_\_\_

3.) Name \_\_\_\_\_  Bidder/Buyer  Ck. Signer  Pick-up  Title Pick-up  
 DL # \_\_\_\_\_ Salesman's License # \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_ PID \_\_\_\_\_

4.) Name \_\_\_\_\_  Bidder/Buyer  Ck. Signer  Pick-up  Title Pick-up  
 DL # \_\_\_\_\_ Salesman's License # \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_ PID \_\_\_\_\_

4.) ABS will require each authorized agent who may transact business at any ABS Auto Auction Location to show a valid Driver's License. ABS must have the agent's name and driver's license number ON FILE. If agent's information is not on file, they will not be allowed to conduct business on your behalf; this includes access to any auction locations, pick-up of vehicles and/or titles.

**Title Delivery Method**

Please choose ONE of the following delivery methods. All titles will be sent via the option you have selected. To change your delivery method, it must be in writing.

**(Choose One)**

- A.  I will pick up Title(s) from the Corporate Headquarters in Corona CA.
- B.  I will pick up Title(s) from the Branch Location where the vehicle was purchased.
- C.  I wish Title(s) to be sent overnight via OnTrac, at my cost. OnTrac Acct# \_\_\_\_\_.  
(Please call OnTrac at 877-225-6837 for a special discounted rate).
- D.  I wish Title(s) to be sent regular mail (ABS will not be responsible for lost titles).
- F.  I wish title(s) to be sent overnight via FedEx, at my cost. FedEx Acct. # \_\_\_\_\_.
- G.  Pickup all at specific branch (regardless of where vehicle was purchased). \_\_\_\_\_

\_\_\_\_\_  
Dealership Name

\_\_\_\_\_  
Dealer #

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Driver's License # and Expiration date

**CALIFORNIA RESALE CERTIFICATE  
SALES BY AUTO AUCTIONS AND AUTO DISMANTLERS**

**Regulation 1566.1**

Sales of "vehicles" as defined in Regulation 1566.1, subdivision (a)(2), at auction or by dismantlers licensed under the California Vehicle Code are presumed to be retail sales and not sales for resale unless the seller timely takes a valid resale certificate from any person specified in paragraph 2 below. The resale certificate **must** include the purchaser's license or registration number, if applicable.

**I HEREBY CERTIFY:**

1.  I hold valid California seller's permit number: \_\_\_\_\_

I am not required to hold a California seller's permit because I do not make any sales in the State.

2. I certify (check statement that applies and provide your license or registration number, if applicable):

I am licensed, registered, regulated, or certificated under the California Health and Safety Code or the California Vehicle Code as a dealer or dismantler.

My California license or registration number is: \_\_\_\_\_

I am licensed, registered, regulated, or certificated under the California Business and Professions Code as an automotive repair dealer.

My California license or registration number is: \_\_\_\_\_

I am qualified as a scrap metal processor as described in the California Vehicle Code.

I am not registered or licensed in California, but I am licensed, registered, regulated, certificated, or otherwise authorized as a dealer, dismantler, automotive repairer, or scrap metal processor in the following jurisdiction outside the state of California:

State/Country: \_\_\_\_\_

Registration/License Number, if applicable: \_\_\_\_\_

3. This certificate is for the purchase from: \_\_\_\_\_ of the property described below. (VENDOR'S NAME)

4. I will resell the item(s) described in paragraph 5, which I am purchasing for resale in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any storage, use, or other consumption of the item(s) other than retention, demonstration, and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, **I will owe use tax** based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased:

6. I have read and understand the following:

*A person may be guilty of a misdemeanor under California Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.*

NAME OF PURCHASER \_\_\_\_\_

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE \_\_\_\_\_

PRINTED NAME OF PERSON SIGNING \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS OF PURCHASER \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_  
( )



Entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between AUTO BUYLINE SYSTEMS, INC. DBA ABS Auto Auctions, having a principal place of business at 341 Corporate Terrace Circle, Corona Ca. 92879 (hereinafter referred to as "ABS"), and \_\_\_\_\_ (hereinafter referred to as "Dealer"), now located at \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address City State Zip

WHEREAS, ABS is in the business of running a wholesale sealed bid auction and online book sheet sale to facilitate the purchase and sale of dealers' used car wholesale inventories by and between its dealer network (hereinafter "System") and dealer desires to participate in the System.

NOW, therefore, for good and valuable consideration, as hereinafter set forth, the parties hereby agree as follows:

- 1.) **Service:** Dealer agrees to, and ABS accepts Dealer to utilize the services provided by ABS, pursuant to the terms of this agreement.
- 2.) **Term:** The term of this Agreement shall be on a month-to-month basis until terminated with or without cause by either party.
- 3.) **ABS Provision of Services:**
  - a.) ABS shall provide to Dealer, ABS policies, procedures, all necessary forms, instructions and information for dealers to participate in the auction.
  - b.) ABS shall handle all arbitration arising between participating dealers.
- 4.) **Dealer Responsibilities:** Dealer agrees to be bound by and follow ABS policies, as they may be modified from time to time.
- 5.) **Termination:** Either party may terminate this agreement with 30 days written notice, without cause; or immediately with cause. Termination of this agreement does not excuse Dealer from payment of any and all amounts due, or compliance with ABS policies. Dealer shall be obligated to finalize, in a timely fashion, any and all pending transactions with ABS.
- 6.) **Grant of Security Interest:** ABS hereby retains and the Dealership hereby grants, a security interest in all vehicles sold to the Dealer, through the auction, to guarantee payment of all sums due on account. The prevailing party in any litigation between Dealership and ABS shall be awarded reasonable attorney fees, including fees for cost of collection. Venue of any action shall be in the Superior Courts of the County of Riverside, and the law of the State of California shall govern. ABS reserves the right to repossess any vehicle that Dealership presents NSF checks or failed ACH transaction.
- 7.) **Fees:** Please visit our website at [www.absautoauctions.com](http://www.absautoauctions.com) to view our buy fees. Fees are subject to change without notice.
- 8.) **Test-Drive Release and Waiver of Liability and Indemnity:** WHEREAS DEALER shall mean the undersigned, its officers, agents or employees; and WHEREAS DEALER wishes as part of its pre-auction inspection to test-drive certain vehicles prior to bidding on them at the auction, and ABS AUTO AUCTIONS is permitting the DEALER to test-drive these certain vehicles prior to bidding on them, the DEALER agrees as follows:
  - a.) Test Drive: Dealer shall not test-drive vehicles without permission, and only in areas and under the terms and conditions specified by ABS, including obeying posted speed limits, and driving with seatbelts fastened.
  - b.) Release: Dealer hereby releases, waives, discharges and covenants not to sue ABS, its officers, agents, employees, or the consignor of the test-driven vehicle, from all liability, for any loss or damage and any claim or demands therefore, on account of injury to the person or property, or resulting in the death of the DEALER, while the DEALER is in, upon, about or outside the premises of AUCTION test-driving vehicles.
  - c.) Indemnity: DEALER hereby agrees to indemnify and save and hold harmless ABS, its officers, agents, employees and the consignor of the test-driven vehicle and each of them from any loss, liability, damage or cost they may incur due to the DEALER'S test-driving of vehicles in, upon, about or outside the premises of ABS.
  - d.) Assumption of Risk: DEALER acknowledges that no representatives, express or implied, are given regarding the condition of any vehicle to be test-driven. DEALER hereby assumes full responsibility for, and risk of bodily injury, death or property damage, due to the negligence of others or otherwise, while test-driving vehicles in, upon, about or outside the premises of ABS. Any damage caused to any vehicle by a buyer or his representative in excess of \$250, shall result in the purchase of the vehicle(s) in the amount of the lesser of consignor's cost or Manheim Market Report value.
  - e.) Security Interest: DEALER hereby grants ABS a security interest in, and right to set-off against, any sums or vehicles held by ABS for DEALER's account, to secure payment for any damages caused by DEALER's test- driving.
  - f.) Miscellaneous: DEALER further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
  - g.) Legal Disputes:
    1. Arbitration/Mediation – In the event of a dispute, a party may demand binding arbitration or mediation, as applicable, and thereafter the parties shall refer the dispute to a mutually acceptable service. If the parties are unable to agree on an arbitration or mediation service within 30 days after such a demand is presented, then the Los Angeles office of the Judicial Arbitration and Mediation Service (JAMS), or the nearest such office, shall be deemed the arbitration/ mediation service, and their rules shall govern. If the parties do not agree to first mediate their dispute, then they shall proceed directly to binding arbitration.
    2. Attorney's Fees – The prevailing party in any litigation over this agreement, including arbitration, shall be awarded court costs and attorney's fees, including fees on appeal.
    3. Governing Law – The laws and courts of the State of California shall govern all questions or disputes relating to interpretations, performance, validity, enforcement, or effect of this agreement.
- 9.) **Entire Agreement and Construction:** This Agreement contains the entire agreement between the parties regarding its subject matter. It shall become effective only once accepted and executed by both parties. No statement or promise, except those in this Agreement, have been made or relied upon by either party. No amendment, waiver, termination or discharge of this Agreement, or any provision of it, shall be binding on either party, unless confirmed in writing and signed by both parties to this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, it shall be deemed omitted, and the remaining provisions shall remain in full force and effect.
- 10.) **Controlling Law/Arbitration:** This Agreement shall be construed according to the laws of the State of California. The exclusive jurisdiction for the resolution of any disputes shall be the Superior Courts of the County of Riverside. Any controversy or claim arising from, or relating to this Agreement or its breach, shall be submitted at the written request of either party not less than thirty days in advance of the submittal to arbitration, in accordance with the rules of the American Arbitration Association. Unless the parties agree otherwise, the party receiving notice of the arbitration shall choose the site of the arbitration. Judgment on such award may be entered in any court having appropriate jurisdiction or application may be made to that court for judicial acceptance of the award as the party seeking to enforce that award may elect. The prevailing party in any dispute arising from or related to this Agreement shall be entitled to its attorney fees and costs.

IN WITNESS WHEREOF, we the undersigned, do agree to the terms and conditions of the preceding, and do hereby execute this Agreement effective as of the date specified herein.

\_\_\_\_\_  
 Dealership Name

\_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

**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 on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



PERSONAL GUARANTY

The undersigned hereby personally guarantees (“Guaranty”) all obligations of the applicant Dealership, including without limitation all sums due for payment on vehicles, auctions charges, etc. This Guaranty is given as additional security to secure the payment or performance by the dealership herein, hereafter the “Dealership”, of all obligations and sums due and to become due, hereafter the “Debt”, from Dealership to ABS Auto Auctions (“Auction”). The undersigned Guarantor unconditionally guarantee and promise to pay to Auction, or order, on demand, in lawful money of the United States, the Debt due Auction.

The obligations of Guarantor under this Guaranty shall not be discharged or impaired or otherwise affected by, and Guarantor hereby expressly waives and surrenders any defense to Guarantor’s liability hereunder based upon, any of the following: The failure of ABS to assert any claim or demand or to enforce any right or remedy against Dealer; any extension, modification, or renewal of any kind, of the obligations, in whole or in part, without notice to, or further assent from, Guarantor; the rescission, waiver, amendment or modification of any of the terms or provisions of the Dealer Agreement and/or Auto Auction Policies; the voluntary or involuntary liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of Dealer or Guarantor, or any other similar proceeding affecting the status, existence, assets or obligations of Dealer or any other Guarantor.

This Guaranty is in addition to such other security as Auction now or hereafter may have. AUCTION may surrender or release all or any portion of such other security without affecting this Guaranty. It shall not be necessary for AUCTION to enforce payment by Guarantors of the DEBT, to first institute suit, or to pursue or exhaust remedies against DEALERSHIP, or against any other security that Borrower may have given AUCTION. Guarantors acknowledge that this guaranty is in effect and binding on Guarantors without reference to whether it is signed by any other person or persons. Guarantors agrees that this Guaranty shall continue in full force and effect notwithstanding the death of Guarantors, or the release by agreement or by operation of law of, or the extension of time to, any other guarantor or guarantors, if any, as to the obligations then existing. Liability of the Guarantors hereunder shall not be affected or impaired by the existence, from time to time, of any indebtedness or liability of the DEALERSHIP to AUCTION in excess of the amount of this Guaranty.

This Guaranty agreement shall remain in full force and effect until all of the DEBT has been fully paid, and shall be binding upon Guarantors, and each of them, their heirs, successors, executors, administrators, and legal representatives and, along with all rights and benefits existing and to exist hereunder, shall inure to the benefit of and be available to AUCTION, and each of them, and their respective successors and assigns. Guarantors agree that the obligations of this Guaranty agreement shall be governed by the laws of the State of California. Venue shall be in the County of Riverside. In the event that legal action is commenced to enforce the performance and any payment that may become due under the Guaranty, Guarantors, without demand, shall pay AUCTION, or any of them such reasonable attorney’s fees and costs as shall be determined by the court.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY EXECUTES THIS PERSONAL GUARANTY this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

Guarantor:  
\_\_\_\_\_  
Name (Print)  
  
\_\_\_\_\_  
Position  
  
\_\_\_\_\_  
Signature

Date

Borrower:  
\_\_\_\_\_  
Corp. Name  
  
\_\_\_\_\_  
DBA Name  
  
\_\_\_\_\_  
Address- Number and Street  
  
\_\_\_\_\_  
Address- City and State





# ACH Authorization Agreement FOR DIRECT PAYMENTS (ACH DEBITS)

Company Name: \_\_\_\_\_

Dealer Number: \_\_\_\_\_

I (we) hereby authorize ABS Auto Auctions, hereinafter called COMPANY, to initiate debit entries to my Checking Account indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with provisions of U.S. Law.

<b>(Bank)</b>	
<b>Depository Name</b> _____	<b>Branch</b> _____
<b>City</b> _____	<b>State</b> _____ <b>Zip</b> _____
<b>Routing Number</b> _____	<b>Account Number</b> _____
<b>ATTACH A "VOIDED" CHECK</b>	

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

<b>Name:</b> _____	<b>Drivers Lic. #</b> _____
<b>Date:</b> _____	<b>Signature:</b> _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS **MUST** PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.



## **FLOORING PLANS AVAILABLE TO ALL DEALERS APPROVED FOR CHECKS**

### **Mission Statement:**

**ABS Finance will provide superior service to our dealers that is unparalleled in the auto industry.**

**We will conduct ourselves in a courteous, personable and professional manner at every opportunity.**

**Our intention is to build goodwill with our dealers by developing long term relationships through competence, flexibility and innovation.**

**The bottom line: We will do everything we can to help our dealers succeed in business.**

### **Features:**

- 1) No Documentation or Administrative Fees**
- 2) No Interest charges**
- 3) No Curtailments**
- 4) No Inspection Fees**
- 5) Only one invoice for 90 days- no excessive paperwork**
- 6) Fee based on purchase price of car**
- 7) Over the phone renewals or extensions**
- 8) No Application necessary**
- 9) Provide 3 months bank statements- That's It**

**For Additional Information visit our website at [absautoauctions.com](http://absautoauctions.com) and click on the "Flooring Lines" button.**

**I am interested \_\_\_\_\_ not interested \_\_\_\_\_ in a flooring line. Please contact me at Phone # \_\_\_\_\_.**