

Dealer Registration & Guaranty Agreement

In consideration of ZEPHYRHILLS AUCTION, INC. (herein called Auction) allowing _____ (hereinafter called Dealer) to buy and sell motor vehicles through Auction, the undersigned Dealer and undersigned individual(s), whether one or more, personally agree as follows:

1. They guarantee and warrant 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.
2. They are fully responsible for all actions of all 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 representative's auction identification card has been returned to the physical possession of Auction.
3. They unconditionally guarantee 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 of Dealer's representatives and acknowledged that all financial obligations of Dealer to Auction will accrue interest at the highest rate allowed by law.
4. They unconditionally guarantee 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. They agree to repurchase from the purchasing dealer or Auction any motor vehicle with any odometer problem, regardless of fault and regardless of the nature of the problem, including all incidental and consequential damages and expenses incurred by Auction and/or the purchasing dealer.
5. They unconditionally guarantee that the prior use and condition of any motor vehicle sold by Dealer through Auction will be completely and accurately disclosed. This includes, without limitation, police vehicles, taxi cabs, municipal vehicles, fire vehicles, flood vehicles, clips, salvage vehicles, rebuilt vehicles and reconstructed vehicles. They agree to repurchase from the purchasing dealer or Auction any motor vehicle with an inaccurate disclosure of prior use or condition, regardless of fault and regardless of the nature of the prior use or condition, including all incidental and consequential damages and expenses incurred by Auction and/or the purchasing dealer.
6. If Dealer fails to pay Auction for a vehicle purchased by Dealer through Auction:
 - A. Auction will be allowed to sell the vehicle to mitigate its loss at wholesale or retail without notice to Dealer or the undersigned, and the undersigned will be fully liable to Auction for any deficiency, including incidental and consequential damages and expenses incurred by Auction. Notice of resale required by the Uniform Commercial Code or any other law is waived.
 - B. Auction shall have the right, and Dealer hereby authorizes and empowers Auction to enter upon any premises wherever any such vehicle may be and remove same. Dealer shall pay all expenses and reimburse Auction for any expenditures in connection with Auction's exercise of these rights.

- C. Dealer appoints Auction, and all of Auction's employees, agents and representative, as Dealer's attorney-in-fact for the purpose of recording a lien on the title to any such vehicle in the amount of the full purchase price, interest and expenses, including attorney's fees.
 - D. The rights and remedies hereinabove are in addition to and not in lieu of the other rights and remedies Auction has under applicable law.
7. 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 disputes involving Dealer or the undersigned without notice to Dealer or the undersigned and without discharging or affecting their liability.
 8. The guarantees herein are continuing and Dealer and the undersigned waive notice of acceptance as well as presentment, demand, protest, and any notice of non-payment or dishonor with regard to any negotiable or non-negotiable instrument. They 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.
 9. They 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 Dealer is involved in at Auction, including payments made by Auction for valid business reasons even if Auction is not legally obligated to payee. Venue for any civil action by or against Auction shall be in any County in the State of Florida, at Auction's sole option, and Dealer consents to personal jurisdiction of any Court of competent jurisdiction in the State of Florida.
 10. Auction guarantees to the Seller payment of all checks and drafts issued by Auction for motor vehicles sold through Auction, in compliance with applicable Auction policies.
 11. They represent that sufficient funds will be on deposit to pay any draft or check delivered by Dealer to Auction with regard to any transaction at Auction at the time such check or draft is delivered to Auction, and that such funds shall remain on deposit until such check or draft is paid.
 12. They are bound by all rules and regulations of Auction as such rules and regulations are amended from time to time.
 13. They are obligated to promptly pay for any motor vehicle purchases by Dealer through Auction upon the delivery of good title.
 14. 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 or transferee by reason of having provided auction services to such dealers. Auction does not provide any warranty or guarantee of any nature whatsoever not specifically set forth in this Agreement, including, but not limited to, warranties of merchantability of fitness for a particular purpose, and Auction does not in any manner whatsoever warrant or guarantee the accuracy of odometer, odometer mileage statements, mechanical or physical condition, or prior history or use of any motor vehicle. All purchases are "as is where is".

15. This Agreement shall bind the respective heirs, executors, administrators, and assigns of the undersigned, and shall ensure to the benefit of Auction, its successors, assigns and subrogees.
16. This Agreement shall be governed by the laws of the State of Florida, and cannot be modified except by a writing signed by all parties hereto.
17. The undersigned authorizes Auction to conduct credit investigations of Dealer, and all Owners, officers and authorized representatives of Dealer. This may include a retail credit report on Dealer and all individuals, and a full inquiry of all references.
18. When there is more than one signatory to this Agreement each signatory shall be jointly and severally liable under this Agreement. The undersigned understand that they are signing this guaranty contract, both in their capacity as owner or officer of Dealer and their capacity as individual(s).

DATE: _____

 Signature Owner or Officer Title

DATE: _____

 Signature Owner or Officer Title

DATE: _____

 Signature Owner or Officer Title

DATE: _____

 Signature Owner or Officer Title



Collector Car Auctions — Auto & Antique Winter Fest

DEALER REPRESENTATIVE AUTHORIZATION

YOU ARE HEREBY authorized and directed to register and authorize the individual listed below as authorized representative of the undersigned at all of your auctions:

Name of Representative: _____

First Middle Last

Representative's Address: _____

Street

City, State & Zip Code

Representative's Drivers License No.: _____ State: _____

Representative's Date Of Birth: _____

Representative's Social Security Number: _____

Representative's Home Telephone Number: (_____) _____

Representative's Mobile Telephone Number: (_____) _____

Representative's E-Mail Address: _____

The above-designated representative is authorized to buy and sell automobiles for this dealership and, in connection therewith, to execute checks or drafts and any other necessary instruments or documents on behalf of this dealership. Such authorization shall remain in full force and effect until such time as you receive written notification of termination of this authorization. This dealership further guarantees performance of all obligations and transactions of such authorized representative on its behalf, and agrees to indemnify and hold harmless ZEPHYRHILLS AUCTION, INC. including its agents and affiliates, for all loss or expense caused by said dealership's authorized representative's actions, or inactions. This guaranty includes, but is not limited to, losses incurred through dishonored checks or drafts, defective titles, and false or inaccurate odometer mileage statements, or other misrepresentation, as well as any expense incurred in attempting to collect for such losses, including reasonable attorney's fees.

DEALERSHIP'S FULL NAME: _____

DEALER Address: _____

City, State & Zip: _____

DEALER Federal Identification Number: _____

DEALER LICENSE Number: _____

DEALER SALES TAX Number: _____

DEALERSHIP'S Telephone Number: _____

Signature of Owner or General Manager

Printed Name of Owner or General Manager

Title: _____

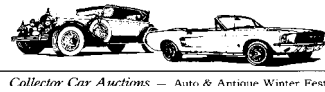
Date: _____

PLEASE ATTACH COPY OF CURRENT DEALER'S LICENSE, CURRENT DEPARTMENT OF REVENUE RESALE CERTIFICATE AND REPRESENTATIVE'S DRIVERS LICENSE.

In addition to liability of the dealer, I, as authorized agent, agree to be fully liable for any purchases I make.

Signature of Authorized Agent (Representative)

Printed Name of Authorized Agent (Representative)



Collector Car Auctions — Auto & Antique Winter Fest

**BLANKET AFFIDAVIT FOR
PURCHASE OF MOTOR VEHICLES AT
MOTOR VEHICLE AUCTION LICENSED
EXCLUSIVELY UNDER 320.27(1)(C)4.
BY NONRESIDENT AUTOMOBILE DEALER
FOR RESALE OUTSIDE OF FLORIDA**

Before me personally appeared the individual whose name and address appears below, who certified under oath that he is authorized to execute this document for the nonresident motor vehicle dealer named herein below and who certified under oath that all motor vehicles purchased by the nonresident motor vehicle dealer at the motor vehicle auction licensed under 310.27(1)(c)4., Florida Statutes, ZEPHYRHILLS AUCTION, INC. will be transported outside of Florida for resale and for no other purpose; and that the purchasing nonresident motor vehicle dealer is licensed and registered as a motor vehicle dealer in the state or country and at the address show herein below:

Nonresident Motor Vehicle Dealer-Buyer

Address

City, State & Zip Code

Motor Vehicle Dealer License or Registration Number

Sales Tax Number (if applicable)

Passport or Visa Number (if applicable)

Signature of Nonresident Dealer or Authorized Agent

Address

City, State & Zip Code