



## **BUYER REGISTRATION PACKAGE**

### **GENERAL INFORMATION FOR BUYER REGISTRATION**

**Welcome to Total Resource Auctions!** We're excited that you chose to come visit us. We'll try to earn your patronage through honest advertising, good service and attention to your requirements. This Registration Package contains General Information, Payment Rules, Policies and Terms and Conditions of our auction, **Please read them carefully.** Also included are a Signature Page and all the forms that must be completed. If you have any questions, don't hesitate to ask.

**Buyer Registration:** Any person or entity desiring to register must be at least 18 years of age or older. Any person or entity desiring to attend, participate in submitting bids and purchase vehicles, goods or merchandise at a TRA auction must first be registered with TRA, be assigned a Permanent Buyer Number, and be in good financial standing with TRA. **Any entity wanting to register on Sale Day should arrive early (7:30 -8:00am.)** TRA makes no representation or guarantee that registrations submitted on the day of an auction will be approved in time to allow that applicant to bid at the auction occurring that same day. All forms must be completed and signed as needed or the registration will not be considered.

**Bring your photo I.D.:** All Owners and Authorized Bidders are required to submit a photo ID. We must have a copy of picture IDs for Owners and Authorized Bidders attached to the registration package.

**Registration Procedure and Fees:** Any person or entity desiring to register with TRA is required to complete in full the Buyer Registration Agreement, submit it to us for approval and pay the appropriate Buyer Registration fee of \$150.00, in cash, cashier's check or money order. Credit cards and personal checks will not be accepted for payment of the Buyer Registration Fee. There is an annual renewal fee of \$75.00, due every year on the anniversary date of the initial registration. The Registered Buyer will receive notice of their renewal. The renewal must be paid when due or The Registered Buyer will risk interruption of their bidding privileges. Sale units will not be awarded to an unregistered buyer or bidder.

**Options:** We do offer a Single Day Buyer Registration. Complete all parts of the Buyer Registration Form, submit the package for approval and pay a fee of \$40.00. The Registered Buyer will be given a Buyer Number for that day. Please note; Single Day fees paid do not apply toward a full registration.

**Assignment of Buyer Number:** Upon approval of the Buyer Registration, each Registered Buyer shall be assigned a Permanent Buyer Number. As well, each Authorized Bidder will be issued a permanent bidder number. So long as the Registered Buyer remains in good financial standing with TRA, such Registered Buyer shall be allowed to attend, submit purchase bids, and be awarded purchase of vehicles or merchandise at auctions conducted by TRA.

**Reservation of Rights:** We reserve the right to not conduct business with anyone at our sole and absolute discretion.

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# **Total Resource Auctions**

8300 Blakeland Drive, Littleton, CO. 80125 (303) 470-5511 FAX (303) 395-8325

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## **GENERAL INFORMATION FOR BUYER REGISTRATION (continued)**

**Types of Payment Accepted:** All amounts of bid, fees and associated charges are in United States Dollars (USD). It is the Registered Buyer's responsibility to verify, and apply the appropriate exchange rate in effect the day payment of amounts due are rendered.

**Title Transfer:** All title work and bills of sale will be transferred to the name listed on the Buyer Registration Agreement. There is no exception to this policy.

**Visitors:** A visitor may accompany an Authorized Bidder to an auction we conduct for a fee of \$20.00 per visitor. All visitors must have a pass and wear their Visitor Pass. Visitor Passes are only good for that day's auction. Any visitor without a clearly visible pass will be asked to produce one and if unable to do so, return to the office and purchase a pass, or leave the facility. The Registered Buyer is responsible for visitors attending with their Authorized Bidders. Accordingly, visitors are expected to stay in close proximity to the Authorize Bidder during preview and auctions. Visitors must be accompanied by an Authorized Bidder. We do not charge a Visitor Pass fee for spouses. Visitors are not permitted to bid on vehicles presented for sale.

**Adding or Deleting Authorized Bidders:** All Authorized Bidders must be identified in writing, either at the time of registration or at a subsequent time, including: name; address; telephone; and, picture ID of the Authorized Bidder. Any Registered Buyer allowing an Authorized Bidder to use their account shall be fully and unconditionally liable for all bids, purchases or other acts of the Authorized Bidder when participating in a TRA Auction. Written approval of additional bidders or card holders must be provided by the Registered Buyer's owners/officers or partners by completing and signing the attached Bidder Authorization Form for each person authorized to bid. Each Authorized Bidder is issued a bid card at check in. A lost card will not relieve the Registered Buyer of any financial obligations that may be caused directly or indirectly due to a lost bid card. The number of Authorized Bidders or card holders depends on the type of entity registered, with the following limits:

- a. Licensed Auto Dealers or Auto Dismantlers may have a total of 3 Authorized Bidders or card holders.\*
- b. Automotive related business having a Retail Sales Tax License may have a total of 2 Authorized Bidders or card holders.\*

\*Registered Buyers of these entities may want to add more bidders than the maximum allowed. You must first have TRA approval and pay an additional bidder fee. That fee is \$60 per additional bidder authorized by Owners, per year.

- c. 1 Authorized Bidder for all other Individuals, or Entity's.

To delete an Authorized Bidder, the Registered Buyer owner/officer/partner must complete the attached Authorized Bidder Form, check the DELETE box, sign it and submit the form via fax, mail delivery or email delivery to our Accounting Department. Deleting an Authorized Bidder will not relieve the Registered Buyer of any financial obligations the Authorized Bidder may have incurred. The Registered Buyer is responsible for all vehicles awarded as a result of bids placed by their Authorized Bidder(s).

**Prosecution of Theft and Vandalism:** We vigorously prosecute vandalism and theft. If an Authorized Bidders or visitor is seen vandalizing a vehicle or stealing from our premises they will be prosecuted and buying privileges suspended or revoked.

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# **Total Resource Auctions**

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## **GENERAL INFORMATION FOR BUYER REGISTRATION (continued)**

**Contacting Sellers Strictly Forbidden:** We attempt to negotiate the sale of all vehicles or merchandise at auctions we conduct. We do not pre-sell vehicles. Registered Buyers are not permitted to contact the seller of any vehicle to negotiate a sale themselves. Violation of this policy could result in privileges being suspended or permanently revoked at our sole and absolute discretion.

**Auction Dates:** All auction sales at TRA's Littleton, CO, facility, are conducted every Monday starting at 9:30 am, unless inclement weather or holidays prevent such sale. This registration, once approved, will also allow you to bid at our Auction sites in Casper, WY, and Montrose, CO. Please check with those locations or visit our Website at [mountainwest.traauctions.com](http://mountainwest.traauctions.com) for upcoming sale dates. These auctions start at 10:00 am.

## **PAYMENT TERMS AND ACCEPTED PAYMENT TYPES**

**Payment Requirements:** Payment is expected for all purchases within 3 days of the sale date.

### **OUR MONTROSE & CASPER FACILITIES DO NOT ACCEPT CASH.**

**Cash Deposit Required:** Most newly Registered Buyers fall into this category. Please read carefully.

Unless a Registered Buyer has been approved for other terms by us, the Registered Buyer is required to provide a minimum good faith deposit of \$2,000.00 USD in the form of cash, money order, approved travelers' cheques or cashier's check drawn on a United States Bank when the Registered Buyer checks in for that day's auction. The good faith deposit is held in escrow each auction day to act as partial or full payment for vehicles purchased that remain unpaid after the 3 day Payment Requirement has elapsed. If the deposit is not sufficient to pay for all vehicles that remain unpaid for, we reserve the right to apply the remedies outlined subsequently. A multiple of 3 is applied to the good faith deposit, allowing the Registered Buyer to purchase up to \$6,000.00 USD worth of vehicles. If the Registered Buyer wants to purchase vehicles for more than \$6,000.00 USD, that Registered Buyer must increase their good faith deposit.

The good faith deposit is promptly returned to the Registered Buyer under the following circumstances;

- a. The Registered Buyer has no outstanding fees, charges or financial obligations due to TRA.
- b. The Registered Buyer does not purchase vehicles during the day's auction and requests the refund of the deposit.
- c. The Registered Buyer does purchase vehicles but uses other sources to pay for those vehicles in full on time.
- d. The Registered Buyer does purchase vehicles but the amount of the deposit is more than adequate to pay the balance in full with some remaining. The remainder will be refunded to the Registered Buyer.

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## **PAYMENT TERMS AND ACCEPTED PAYMENT TYPES (Continued)**

### **Certified Funds Required: Most currently Registered Buyers fall into this category.**

If the Registered Buyer has been removed from Cash Deposit Required status, the Registered Buyer is required to pay for their purchases and associated fees with Certified Funds. This status will continue until the Registered Buyer has been approved to pay with a company check. Forms of Certified Funds we accept are as follows;

- a. Cash
- b. Cashier's Check, first party, payable to Total Resource Auctions
- c. Money Orders
- d. Approved Traveler's Cheques
- e. Wire Transfers

**Approved Company Check:** This status is reserved for those Registered Buyers that have good history with us or have a specific bank letter of guarantee issued to us. If a Registered Buyer desires to obtain this status they must complete the appropriate forms attached and submit them for approval by TRA. There will be a fee of \$30 due when the forms are submitted. The fee is a processing fee and will not be refunded, no matter whether the Registered Buyer is approved or not. The approval may take several days and TRA makes no representation that the request will be approved. If a Registered Buyer is granted this status, they become subject to all fees and charges associated with returned or NSF checks.

**Check Acceptance Policy:** We must approve Registered Buyers wanting to pay for their purchases with a company check. Registered Buyers wanting to pay for their purchases with a company check must pay a non refundable \$30 fee, meet the requirements stated in the below terms and conditions and complete the attached Company Check Acceptance Agreement. Registered Buyers may provide us a Letter of Guarantee from their bank for any check written on their company account to Total Resource Auctions. The attached Letter of Guarantee Form must be completed and stamped by the Registered Buyer's bank, signed by the Registered Buyer's bank officer, notarized and returned to Total Resource Auctions together with the \$30 non refundable processing fee. The minimum period of the guarantee must be one year. The minimum amount of the guarantee must be \$10,000.

For those Registered Buyers that cannot supply a Letter of Guarantee but want us to consider allowing them to write company checks for their purchases we offer the following:

### **Requirements:**

- a. Bank Account History-The Registered Buyer's checking account must have been open for a period of at least 2 years, have no NSF history and an average balance of at least \$10,000 for the last 8 months. The Registered Buyer must have their bank complete the attached Company Check Approval and Bank Verification Form. All the requested information on this form must be completed or the Registered Buyer's company will not be considered for company check writing privileges. After the bank completes this form, fax or mail it to the attention of our Accounting Department together with Company Check Acceptance Agreement and the \$30 non refundable processing fee.
- b. You must have at least 2 current business references.

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## **PAYMENT TERMS AND ACCEPTED PAYMENT TYPES (Continued)**

- c. Although our Company Check Acceptance Agreement requests information that is both business and personal in nature the Agreement must be completed in full. An incomplete Agreement will not be considered for approval. If you have questions, please contact our Accounting Department for assistance, at (303) 470-5511 Option 5. The \$30 processing fee will be retained by us whether or not the Company Check Acceptance Agreement is approved or denied.
- d. The President/Partner/Owner of the Registered Buyer must sign a personal guarantee accepting responsibility; making themselves and the business responsible for all fees and costs should any check issued by the Company be dishonored by their bank.
- e. The \$30 non refundable fee must accompany the Agreement. The check should be drawn on the bank account the Registered Buyer is intending to use for their purchases from our auctions, payable to Total Resource Auctions Checks without the company name on the front of them are suspect and the request may be denied without complete information on the Registered Buyer's check.

**Non-Sufficient Funds (NSF) Checks:** Any check issued to TRA which check is returned for Non-Sufficient Funds (NSF) or any other reason by the banking institution upon which said check is drawn, shall be liable for up to three times the face value of the instrument used for payment, all attorney's fees incurred in collecting on said instrument and shall be prosecuted, civilly or criminally, to the fullest extent of applicable law. The Registered Buyer presenting such a rejected instrument shall have their Buyers' Registration automatically cancelled without notice and shall be prohibited from participating in any future TRA auction at the sole and absolute discretion of TRA.

**Important Note:** We **do not** accept the following as forms of payment:

- a. Credit Cards
- b. Personal Checks
- c. Third Party Checks
- d. Out of Country Checks or payment instruments

**Sales Taxes-Registered Buyers Domiciled in Colorado: Please Read Carefully.**

The Colorado Department of Revenue requires us to collect sales taxes on all vehicles sold unless the Registered Buyer is exempt from sales taxes. We must collect sales taxes unless the Registered Buyer falls into one of the following sales tax exempt categories:

- a. The Registered Buyer is based in Colorado. They are a licensed auto dealer in Colorado. They also have a sales tax license. They have completed the Auto Related Form attached. The Registered Buyer has provided copies of their current licenses to us as proof. The Registered Buyer will not be charged sales taxes on their vehicle purchases.
- b. The Registered Buyer is based in Colorado. They are an auto dismantler; a reseller of used auto parts, or a recycler of steel. They have a sales tax license. They have completed the Auto Related Form attached. The Registered Buyer has provided a copy of their sales tax license to us as proof. The Registered Buyer is not to be charged sales tax on their vehicle purchases.

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8300 Blakeland Drive, Littleton, CO. 80125 (303) 470-5511 FAX (303) 395-8325

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## **PAYMENT TERMS AND ACCEPTED PAYMENT TYPES (Continued)**

- c. The Registered Buyer is based in Colorado and has a sales tax license. The Registered Buyer is in an automotive related business, such as a body shop. They have completed the Auto Related Form (attached). The Registered Buyer has provided a copy of their sales tax license to us as proof. The Registered Buyer will not be charged sales tax on salvage vehicle purchases. However, they will be charged sales tax on vehicles purchased with regular titles because they are not a licensed auto dealer.

To be considered exempt from sales taxes on purchases, the Registered Buyer must provide us with copies of current licenses and sign the attached Auto Related Form. If the Registered Buyer is based in Colorado, but does not comply with A), B) or C) above, the Registered Buyer will be charged sales taxes on their purchases. All other entities domiciled in Colorado will be charged sales taxes on vehicle purchases, regardless of title type.

### **Sales Taxes-Registered Buyers Domiciled OUT of Colorado**

**If the Registered Buyer is domiciled in some other state or country, they will be charged sales taxes on vehicle purchases UNLESS they have completed the attached Out of State Buyer Form.**

If the Registered Buyer is a licensed dealer, a licensed auto recycler or some other automotive related enterprise then we encourage them to provide copies of their licenses.

All Registered Buyers that have questions regarding their taxable status are encouraged to contact our Accounting Department. Our staff will assist you. The phone number is 303 470 5511, option 5; Buyer Issues.

**We will not change the address on any buyer to that of an address for the purpose of tax collecting. If you require a change of address from a non taxed entity to a tax entity or vice versa, a new buyer registration will be required.**

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## **Information Regarding Buyer Fees**

**Buyer Fees:** All vehicles and merchandise are subject to a buyer purchase fee, or premium, added to every sale. The amount of the Buyer Purchase Fee is subject to change without notice. The current Buyer Purchase Fee schedule is attached to this registration package. We reserve the right to change these fees without notice, at our sole and absolute discretion.

**Late Payment Fees and Renege Fees:** All vehicles or merchandise must be paid for, in full, within seven (7) days after the vehicle or merchandise has been awarded to the Registered Buyer. If the amount due is not paid when due, in addition to all other fees and charges (including storage) due, the Registered Buyer shall be subject to a Buyer Late Fee of \$75.00 per item purchased.

If any item remains unpaid for in full by 10 calendar days, the Registered Buyer's right to purchase the item will be canceled and that Registered Buyer's account will be charged all accrued fees and charges, including storage, a renege fee of the greater of 10% of the original bid or \$450.00 and any difference between the original bid and any subsequent sale. If it is necessary to go to court to collect from a Registered Buyer, that Registered Buyer will be charged any collection costs, reasonable attorney fees and court costs. All bidding privileges will be suspended until all outstanding purchases, fees and

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charges are paid in full. TRA reserves the sole and absolute right to change a Registered Buyer's status to Cash Deposit Required for late payment or checks presented that are not paid upon presentation to their bank.

**Storage Fees:** All vehicles purchased, are subject to daily storage fees, should the following occur:

a. The vehicle remains unpaid seven (7) days after it is awarded. The Registered Buyer will be assessed a daily storage rate of \$20.00 per day, per vehicle, until such time as the vehicle is paid for and removed from our facility.

b. The vehicle is paid for on time, but remains at a TRA facility over 14 days after it's awarded. The Registered Buyer will be assessed a storage fee of \$20.00 per day, per vehicle, until the vehicle(s) are picked up and removed from the premises.

We do not charge storage for vehicles on "automatic tow out" status., We also do not charge storage if we are notified to tow out a vehicle within the free period so long as the unit is paid for on time.

**Other Fees:** We load vehicles purchased at auctions we conduct. We will remove drive shafts from 4x4 trucks prior to loading. There is a \$15.00 per vehicle charge to remove a drive shaft, wrap it, bag the u bolts and put them in the cab of the truck if possible. We will insist the transport driver sign an inventory form that they have in fact received the drive shaft.

As a general policy we do not load vehicles from other auctions. We will load vehicles purchased from other auctions for a fee of \$100.00 per vehicle. Drive shaft removal also applies to vehicles we load from other auctions.

**Internet Bidding:** The Registered Buyer must be in good financial standing in order to gain access to the TRA internet bidding service. Should the Registered Buyer elect to utilize this service, in addition to the Online Bidding Practices and Policies of TRA, all terms and conditions of this Buyer Registration Agreement are binding on the Registered Buyer as if said Registered Buyer were at a TRA auction in person. In addition to the fees and charges that are provided for in this Agreement, the Registered Buyer agrees to pay the Online Bidding Fee per item purchased in effect at the time of placing the online bid. Internet bidding fees are subject to change without notice.

**Revocation of Right to Bid:** We reserve the right to suspend or revoke any Registered Buyer's privilege to bid at future auctions when that Registered Buyer has not complied with our payment requirements, or has some other encumbrance owed prior auctions. Such suspension or revocation will occur without prior written or verbal notice to the Registered Buyer.

**Collections / Attorney's Fees:** The Registered Buyer agrees that if their account or other obligation under this Agreement, is placed for collection with an attorney, then they shall, in addition to all other amounts owed, be liable for reasonable attorney fees and costs incurred in the collection of the account.

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# **Total Resource Auctions**

8300 Blakeland Drive, Littleton, CO. 80125 (303) 470-5511 FAX (303) 395-8325

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## **TERMS & CONDITIONS OF SALE**

**Auction Type:** Auctions we conduct are considered auctions with reserves. The vehicles or merchandise offered for sale are subject to approval to award to the highest bidder. The phrase, "SOLD, ON A CALL", indicates the reserve has not been met and approval must be sought. In a case of this type, The Registered Buyer's offer must remain in place until the conclusion of the day following that day's sale, a total of 2 business days, at which time the Registered Buyer will be released from their offer. Subsequent to that 2 business day period the Registered Buyer shall have the option to complete the purchase if their offer is approved. TRA reserves the sole and absolute right to withdraw, postpone or cancel a vehicle from sale at any time. In such instance, TRA will have no obligation to a Registered Buyer as a result of the action.

**Disclaimer of Warranties:** ALL UNITS ARE SOLD AS IS, WHERE IS, AND HOW IS, REGARDLESS OF FAULT OR CONDITION. ALL UNITS, REGARDLESS OF TITLE TYPE ARE SOLD ON THE PREMISE OF NO WARRANTY. Total Resource Auctions, and suppliers of vehicles at our auctions, hereby expressly disclaim any and all warranties, guarantees, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Total Resource Auctions, and suppliers of vehicles at our auctions, neither assume, nor authorize any persons to assume for them, any liability in connection with the sale of vehicles, goods or merchandise at any TRA auction. All vehicles or merchandise sold at auctions that we conduct have some material fact of damage, due to collision, hail, flood, fire, theft, vandalism, or mechanical defect. All vehicles offered for sale are presumed to have suffered frame or structural damage to the body. TRA WILL NOT be responsible for any of the information relating to vehicles or merchandise presented for auction sale. It is the Registered Buyer's responsibility to verify the year, make, model, mileage and damages of each vehicle or piece of merchandise offered for sale at a TRA conducted auction. As a service, TRA provides certain information listing damages made from visual observations and odometer readings of each vehicle offered at auction for sale. The Registered Buyer shall not rely upon such information as an accurate description of the damages vehicles may have sustained or the actual mileage of the vehicle or merchandise offered for auction. The Registered Buyer shall be exclusively responsible to verify mileage, inspect and ascertain damages both hidden and obvious, and investigate any and all information related to the status, condition, history or other of each vehicle or piece of merchandise bid on by the Registered Buyer. The Registered Buyer is expected to be a commercially car savvy buyer, as such, it is their responsibility to verify both obvious and hidden damages and research all information pertaining to the vehicle they intend to bid on prior to actually submitting a bid for that vehicle. (No Arbitration)

**All Buyers enter TRA premises at their own risk:** Children under the age of 16 are not permitted inside the premises. By entering said premises, the Authorized Bidder assumes all risk for themselves and their guests. By signing below the undersigned irrevocably and unconditionally waives and releases their rights (if any) to recover from Total Resource Auctions, its directors, officers, employees, representatives and agents, any and all damages, losses, liabilities, costs or expenses, whatsoever, and claims therefore, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise from or be related to bodily injury or property damage which occurs while on Total Resource Auctions premises.

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# **Total Resource Auctions**

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## **TERMS & CONDITIONS OF SALE (continued)**

**Title Terms:** We conduct auctions of vehicles and merchandise with the following title types:

**Salvage (S):** These vehicles have a Title disclosed as a Salvage Title by State Statute.

**BOS (B):** These vehicles or merchandise do not require titling in Colorado, as such no title will be issued.

**Regular (G):** These vehicles are considered to have a regular or unbranded Title document.

**Parts Only (P):** These vehicles are being sold as a source of parts only, "Junk." No title will be issued nor can the buyer expect to obtain title documents in the States of Colorado or Wyoming.

**Branded (R):** These vehicles have a title that may be regular at the point of sale, however the unit previously has a salvage history and the title is branded.

**Title Delivery:** All titles will be held in the Registered Buyer's Paid Title File for pickup by the Registered Buyer, unless directed otherwise by the Registered Buyer to mail or send by some other courier after payment is received. Registered Buyers desiring overnight delivery of their titles must provide the courier's name and account number for billing purposes.

**Damages, Theft and Vandalism on Premises:** When vehicles or merchandise are sold, Registered Buyers are encouraged to promptly pay for and remove purchases the day of the auction. TRA will not be responsible for damages, acts of vandalism or theft of items from vehicles or merchandise after the auction. Additionally, because our auction is a live auction, people will be present during the auction and we will not be responsible for theft, vandalism or damage to vehicles or merchandise prior to, or during the auction. TRA does not guarantee that keys are available for any vehicle sold through TRA, regardless of whether keys appear present in images provided, or were available prior to purchase by the Registered Buyer.

**In transit Damages:** Should a Registered Buyer hire TRA to transport a vehicle or merchandise purchased and damage be inflicted on that vehicle or merchandise during transport, TRA reserves the right to negotiate a reasonable settlement offer or void the sale and have the vehicle or merchandise returned to our premises for future resale at our sole and absolute discretion.

**Exporting of Vehicles:** If you have signed the affidavit stating that the vehicles purchased are to be taken out of state or country, it is the buyers responsibility to know the of what can and cannot be exported or titled in the state or country the vehicles are going to. TRA is not responsible for any units that cannot be exported or titled based on year, make, model, title type, or any other reason.

**Memorandum of Sale / Authenticity of Sale:** The Registered Buyer hereby declares and agrees that these Terms and Conditions of Sale apply to every vehicle purchased by them at any auction conducted by TRA, together with such other and additional terms as may be announced or published by TRA and/or the auctioneer at the time of auction. Auctioneer announcements supplant all other information provided by TRA. The Registered Buyer hereby declares and agrees that in the event of a dispute as to the authenticity of a bid by their Authorized Bidder, the audio tape of that purchase together with Registered Buyer's Bidder Authorization Form shall be prima fascia evidence of the authenticity of the purchase. The Registered Buyer hereby agrees that together with the auction clerk's record of bid and the audio record shall constitute without further documentation a legally binding Memorandum of Sale. The Registered Buyer hereby waives any condition that a separate Memorandum of Sale signed by the Authorized Bidder shall be required for each item awarded to the Registered Buyer at auctions conducted by TRA.

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# **Total Resource Auctions**

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## **TERMS & CONDITIONS OF SALE (continued)**

**Premises:** We do not allow work to be performed on vehicles within the TRA Facility. Backpacks, Tools, Photographic equipment, Firearms, Weapons, Pets, Alcohol, or Illegal Drugs are not permitted within the TRA facility. Jump starts are permitted with TRA approved equipment. All vehicles must be moved outside our facility for any repairs to be made post sale by the Registered Buyer.

**Environmental / Hazardous Waste Dumping:** Should any Registered Buyer, or Authorized Agent of a Registered Buyer, intentionally or unintentionally spill, or cause to be spilled, hazardous materials, car parts or trash onto TRA property, or property under TRA's control, the Registered Buyer hereby agrees to pay any and all costs associated with the clean up required. Should hazardous materials be allowed to run on the ground and cause possible contamination to TRA's property, or water supplies, criminal charges may be filed, and buyer privileges revoked. Should an accident occur that creates a spill, the Registered Buyer, or Authorized Agent of the Registered Buyer, is to immediately notify TRA Security so steps can be taken to contain the spill(s). The Registered Buyer hereby agrees to pay all costs associated with the clean up required. Trash bins are available as well as a sheet metal bin to be utilized for the dumping of trash or unnecessary car parts.

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8300 Blakeland Drive, Littleton, CO. 80125 (303) 470-5511 FAX (303) 395-8325

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## **SIGNATURE PAGE**

I, \_\_\_\_\_, as \_\_\_\_\_,

of \_\_\_\_\_ (Registered Buyer) CERTIFY that I have read and understand the foregoing General Information, Registration Requirements, Payment Terms, Accepted Types of Payment, Sales Tax Rules, Fees, Charges, and the Terms and Conditions of Sale for doing business with Total Resource Auctions and understand that by my signature below I agree that as the Registered Buyer, will abide by them as set forth herein. I agree that the Registered Buyer is responsible for each sealed bid, proxy bid, internet placed bid or live auction bid submitted by any Authorized Bidder whether authorized verbally or in writing. I further agree and understand that by my signature below as the Registered Buyer I am responsible to pay for purchases, all fees associated with those purchases, any accrued storage charges, sales taxes, late penalties or renege fees. I understand that prices quoted in this Registration Agreement are subject to change without notice.

**Signed and Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 200**

**By Company Name** \_\_\_\_\_

**By** \_\_\_\_\_

**Its** \_\_\_\_\_  
**Title**

### **Personal Guarantee**

I, \_\_\_\_\_, agree personally to be responsible to Total Resource Auctions for all purchases, fees, charges, penalties and other obligations which may be owed by:

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### **Under the foregoing Buyer Registration Agreement**

Signature

Printed Name

Date

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## **BUYER REGISTRATION INFORMATION**

**Individual, Contact, and or Company Information is required**

Last Name:

First Name:

MI:

Social Security #:

Company Name:

Street Address:

City:

County:

State:

Zip:

Country (If Not USA):

Corporate Tax ID or FEIN #:

Phone #:

FAX #:

Cell Ph #:

Driver's License #:

Expiration Date:

**\*Copy required**

State or Country of Issue:

E-Mail Address:

Buyer's Overnight Courier:

Account #:

**If you are a Wholesale Dealer, Retail Dealer, Auto Dismantler, Parts Distributor, Body Shop, or Exporter, Please attach a copy of the following licenses for consideration of Tax Exempt Status:**

Automotive Dealer License #:

State of Issue:

Expiration Date:

Dismantler's License #:

State of Issue:

Expiration Date:

Retail Sales Tax License #:

State of Issue:

Expiration Date:

Exporter's License #:

State Of Issue:

Expiration Date:

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**Buyer #:**

**Assigned Bidder #:**

## **AUTHORIZED BIDDER FORM, ONE FORM REQUIRED PER BIDDER:**

**Add Bidder [ ] or Delete Bidder [ ] or Payment Handler [ ]**

<b>Last Name:</b>			
<b>First Name:</b>		<b>MI:</b>	
<b>Social Security:</b>			
<b>Company Name:</b>			
<b>Street Address:</b>			
<b>City:</b>	<b>County:</b>	<b>State:</b>	<b>Zip:</b>
<b>Country (If Not USA):</b>			
<b>Bidder Home Ph #:</b>		<b>Work #:</b>	
<b>Bidder Cell Ph #:</b>			
<b>Driver's License #:</b>		<b>Expiration Date:</b>	<b>* Copy Required</b>
<b>State or Country of Issue:</b>			
<b>E-Mail Address:</b>			
<b>Bidder Occupation:</b>			
<b>Company Represented:</b>			
<b>Bidder Signature:</b>			
<b>Authorized Company Representative:</b>			
<b>TRA Management Approval:</b>		<b>Date Approved:</b>	

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# **Total Resource Auctions**

8300 Blakeland Drive, Littleton, CO. 80125 (303) 470-5511 FAX (303) 395-8325

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**Buyer #:**

## **AFFIDAVIT OF COLORADO SALES TAX EXEMPTION FOR AUTO RELATED BUYERS**

**We, the below signed Registered Buyer hereby state that our business is a registered:**

**(Please Circle One)**

Exporter

Wholesaler

Retailer

**And all purchases are for resale or to be used as components of a new product or service to be resold in the normal course of our business.**

**We are in the following Business:**

**(Please Circle One)**

Auto

Export

Parts Sales/Distribution

Scrap

Other (Please explain) \_\_\_\_\_

Signature of Buyer: \_\_\_\_\_  
\_\_\_\_\_200\_\_\_\_\_

**Date:**

**Sales Tax or Resale Number** \_\_\_\_\_

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# **Total Resource Auctions**

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Buyer #:

## **OUT OF STATE TAX AFFIDAVIT**

### **AFFIDAVIT OF COLORADO SALES TAX EXEMPTION FOR NON RESIDENT MOTOR VEHICLE PURCHASES**

“Vehicles delivered to a nonresident of Colorado to be licensed outside the State of Colorado are exempt from Colorado sales tax under the provisions of 39-26-113(5) or 39-26-114(1) C.R.S. as amended. The vehicle is not to be licensed or registered in Colorado and must be removed from the State of Colorado within forty-five (45) days of the purchase.”

The buyer hereby swears and affirms under the penalty of perjury that the vehicles purchased by him/her will be removed from State of Colorado within forty five (45) days from the date purchased and will be licensed, registered and used outside of Colorado or in an act of Interstate Commerce.

Buyer hereby certifies under penalty of perjury that the information is true and correct to the best of all knowledge.

Signature of Buyer: \_\_\_\_\_ Date: \_\_\_\_\_  
200\_\_\_\_\_

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# **Total Resource Auctions**

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**Buyer #:** \_\_\_\_\_

## **POWER OF ATTORNEY**

Known all men by these presents, that I, \_\_\_\_\_ the undersigned

(Buyers Name or Authorized Representative)

Do hereby make, constitute, authorize, and appoint Total Resource Auctions or their duly appointed employee / representative as my (our) true and lawful Agent or Attorney-in-Fact to sign in name, place and stead, of the undersigned, any and all titles, documents, or forms required to perfect the sale of any vehicle(s) purchased by myself or our company.

**This power of attorney is revocable at any time at Buyers Request.**

In witness whereof, The undersigned has executed this instrument this:

Date: \_\_\_\_\_

Buyers Signature: \_\_\_\_\_

Or

\_\_\_\_\_  
Authorized Company Representative

\_\_\_\_\_  
Title

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# **Total Resource Auctions**

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## **BUYER REGISTRATION-TRADE REFERENCES**

**Registered Buyers that want approval to pay with a company check must complete the following Trade reference information in addition to the letter of guarantee requirement.**

Years at Present Location:

Estimated Monthly Sales Volume:

**Please list below, other Auto Auctions or Trade References you do business with**

Name:

Account # or Buyer #:

Ph #:

Name:

Account # or Buyer #:

Ph #:

Name:

Account # or Buyer #:

Ph #:

I hereby authorize the above named trade references to release financial information as required to Total Resource Auctions

\_\_\_\_\_  
Owner, President, or Authorized Representative

\_\_\_\_\_  
Date

**We hold all account information as strictly confidential.**

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# **Total Resource Auctions**

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**Accounting Department FAX: (303) 395-8325**

**Email Address: [LittletonAccountingGroup@Klode.com](mailto:LittletonAccountingGroup@Klode.com)**

## **Company Check Approval and Bank Verification of Good Standing**

This form must be completed in full, signed by your bank officer and their signature notarized. The Bank's stamp must be present. Upon completion, you may fax, and then mail this form together with the signed Check Acceptance Agreement, along with your check for \$30.00 to Total Resource Auctions attention Accounting Department/Buyer Forms.

Buyer I.D. Number: \_\_\_\_\_ \$30.00 Fee Paid \_\_\_\_\_

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

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner/Officer authorizing Bank to release information to Total Resource Auctions

Bank Name: \_\_\_\_\_

Account: \_\_\_\_\_ Date Account Opened: \_\_\_\_\_

Average Balance last 6 Months: \_\_\_\_\_

NSF History: \_\_\_\_\_

NSF Dates: \_\_\_\_\_

Satisfactory Account/Comments: \_\_\_\_\_

Letter of Guarantee: (Y) (N) \_\_\_\_\_ Amount: \_\_\_\_\_

Date of Expiration: \_\_\_\_\_

Signature of Bank Officer: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Bank Stamp: \_\_\_\_\_

Notary signature: \_\_\_\_\_ Date: \_\_\_\_\_

Notary Seal

Commission Expiration Date: \_\_\_\_\_

# Total Resource Auctions

8300 Blakeland Drive, Littleton, CO. 80125 (303) 470-5511 FAX (303) 395-8325

Print or type See specific instructions on page 2.	<b>Form W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....		<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 Line 1 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.

Note. If the account is in more than one name, see the chart on page 4 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).

**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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# **Total Resource Auctions**

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DR 2842 (05/23/07)  
COLORADO DEPARTMENT OF REVENUE  
DIVISION OF MOTOR VEHICLES  
TITLE AND REGISTRATION SECTIONS  
www.revenue.state.co.us

## **SUPPLEMENTAL SECURE AND VERIFIABLE IDENTIFICATION INFORMATION AND ATTESTATION CLAUSE**

**ANY ALTERATION OR ERASURE VOIDS THIS DOCUMENT**

This form may be used as an attachment to existing forms inventory which does not contain the secure and verifiable identification information or attestation. Please attach this completed form to the document(s) being presented for Title and/or Registration.

SECURE AND VERIFIABLE IDENTIFICATION OF		
Name as it Appears on Identification		
Agency (If Applicable)		
Identification Information (for acceptable forms of ID please see form DR 2841)		
<input type="checkbox"/> Colorado DL <input type="checkbox"/> Colorado ID <input type="checkbox"/> Other _____		
ID #	Expires	DOB
<b>* Affidavit of one in the same is required if the name on ID differs in any way from name on title assignment.</b>		
* _____		
and _____		
ARE ONE IN THE SAME <input type="checkbox"/> PERSON <input type="checkbox"/> COMPANY		
I, certify under penalty of perjury in the second degree, that the above statements are true and accurate to the best of my knowledge.		
Signature		
The undersigned witness affirms that the identification described above was presented to me.		
Witness Printed Name		
Witness Signature	Date	

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# **Total Resource Auctions**

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## **UNITED STATES BANK WIRE TRANSFER INSTRUCTIONS**

To assist those Registered Buyers that prefer to Wire Transfer Funds for their purchases, we have prepared the following wire transfer instructions.

Funds are to be wired to: **Wells Fargo Funding Account**

ABA #: **121000248**

Also Specify **“For Further Credit To & Advise”: Total Resource Auctions – Denver**“

Account #: **4121693048**

Be sure to give the following instructions to accompany the Wire:

“Receiving bank is to immediately notify payee of incoming wire” at 303-470-5511 x 8304 or Accounting Department.

Be sure your bank references your Company Name and Buyer Number for proper credit to your account.

If you are paying for specific vehicles, be sure to fax our Accounting Department a list of the stock numbers you are paying for in your wire. The fax number is (303) 395 8325.

To help you get your wire out on time, we are in the Mountain Daylight Time Zone.

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# **Total Resource Auctions**

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## **INTERNATIONAL BANK WIRE TRANSFER INSTRUCTIONS**

To assist those Registered Buyers that prefer to Wire Transfer Funds for their purchases, we have prepared the following wire transfer instructions.

Funds are to be wired to: **Wells Fargo Funding Account**

Swift Code #: **WFBIUS6S**

Also Specify **“For Further Credit To & Advise”: Total Resource Auctions – Denver**“

Account #: **4121693048**

**Be sure to give the following instructions to accompany the Wire:**

**“Receiving bank is to immediately notify payee of incoming wire”** at 303-470-5511 x 8304 or Accounting Department.

Be sure your bank references your **Company Name and Buyer Number** for proper credit to your account.

If you are paying for specific vehicles, be sure to fax our Accounting Department a list of the stock numbers you are paying for in your wire. The fax number is (303) 395 8325.

To help you get your wire out on time, we are in the Mountain Daylight Time Zone.

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## **DAMAGE CODES AND ABBREVIATIONS**

<b><u>CODE</u></b>	<b><u>DESCRIPTION</u></b>
<b><u>AO</u></b>	<b><u>ALL OVER</u></b>
<b><u>BH</u></b>	<b><u>BIO HAZARD</u></b>
<b><u>BS</u></b>	<b><u>BOTH SIDES</u></b>
<b><u>CV</u></b>	<b><u>CONSIGNMENT VEHICLE</u></b>
<b><u>DV</u></b>	<b><u>DONATED VEHICLE</u></b>
<b><u>EB</u></b>	<b><u>ENGINE BURN</u></b>
<b><u>F</u></b>	<b><u>FRONT</u></b>
<b><u>FR</u></b>	<b><u>FRONT &amp; REAR</u></b>
<b><u>FV</u></b>	<b><u>FLEET VEHICLE / LEASE RETURN</u></b>
<b><u>FW</u></b>	<b><u>FRESH WATER / FLOOD</u></b>
<b><u>HL</u></b>	<b><u>HAIL LOSS</u></b>
<b><u>IB</u></b>	<b><u>INTERIOR BURN</u></b>
<b><u>LF</u></b>	<b><u>LEFT FRONT</u></b>
<b><u>LR</u></b>	<b><u>LEFT REAR</u></b>
<b><u>LS</u></b>	<b><u>LEFT SIDE</u></b>
<b><u>M</u></b>	<b><u>MECHANICAL ISSUE</u></b>
<b><u>NV</u></b>	<b><u>NO VISIBLE DAMAGE</u></b>
<b><u>R</u></b>	<b><u>REAR</u></b>
<b><u>RF</u></b>	<b><u>RIGHT FRONT</u></b>
<b><u>RO</u></b>	<b><u>ROLL OVER</u></b>
<b><u>RP</u></b>	<b><u>REPOSSESSION</u></b>
<b><u>RR</u></b>	<b><u>RIGHT REAR</u></b>
<b><u>RS</u></b>	<b><u>RIGHT SIDE</u></b>
<b><u>RT</u></b>	<b><u>RECOVERED THEFT</u></b>
<b><u>RV</u></b>	<b><u>RE-ASSIGNED VIN NUMBER</u></b>
<b><u>S</u></b>	<b><u>STRIPPED</u></b>
<b><u>SD</u></b>	<b><u>STORM DAMAGE/ TORNADO, LIGHTNING</u></b>
<b><u>SK</u></b>	<b><u>SMOKE DAMAGE</u></b>
<b><u>SR</u></b>	<b><u>SALVAGE REBUILT</u></b>
<b><u>SW</u></b>	<b><u>SALT WATER</u></b>
<b><u>TB</u></b>	<b><u>TOTAL BURN</u></b>
<b><u>TR</u></b>	<b><u>TOP/ROOF</u></b>
<b><u>U</u></b>	<b><u>UNDERCARRIAGE</u></b>
<b><u>UK</u></b>	<b><u>UNKNOWN POINT OF IMPACT</u></b>
<b><u>UR</u></b>	<b><u>REJECTED REPAIR</u></b>
<b><u>V</u></b>	<b><u>VANDALIZED</u></b>