

CROSSPOINT NW INC.

DEALER AUCTIONS

Read more about our services, upcoming events, get directions and more
Visit www.crosspointnw.com

DEALER REGISTRATION PACKAGE

Welcome to Cross Point NW! We appreciate your interest in attending the auction. In this package you will find everything you need to get registered. We want to make it easy as possible to do business with us so please let us know how we can help.

Getting Started

Please complete the information and fax it back to number below. We will process your information and get you ready to buy and sell as quickly as possible. On your first visit, please check in at the dealer registration counter. See you at the Auction!

DEALER CHECKLIST

_____	Application	_____	Guaranty
_____	Reference Information	_____	Waiver of Liability
_____	Authorized Employee	_____	Power of Attorney
_____	Bank Reference Letter		
_____	W-9		

PLEASE SUBMIT COPIES OF THE FOLLOWING:

_____	Copy of current Dealers License
_____	Copy of your current Bond
_____	Copy of Dealers Liability Insurance
_____	Copy of Drivers License for all Authorized Reps.

Please Note: All Buyers are on a "Cash / Cashiers Check Only" basis until approved for Company Check or Drafts.

Payment for all sales must be made during or immediately following the sale.

Initials _____

**Cross Point NW 6803 SE Johnson Creek Blvd Portland OR, 97206
(503) 594-2800 Fax (503) 654-2225 www.crosspointnw.com**



DEALER REGISTRATION

Dealer Name _____ Organization Type _____
Business Address _____
City _____ State _____ Zip Code: _____
Mailing address (If different) _____
City: _____ State: _____ Zip Code: _____
Business# (_____) _____ Fax#(_____) _____
Primary Title Clerk _____ Clerk E-mail _____
Dealer License Number _____ State __ Expires_/_/_____/____ Federal
Tax ID# _____ Auction Access# _____

Title and Check Preference: † Hold at Auction for pickup † Mail Certified (\$10 Charge to A/R)
† Regular Mail (Dealer assumes risk) † Express Mail (\$15 Charge to A/R)
† Use my overnight Account: Carrier _____ Account# _____
(Please check one) This will become the default method in which all of your titles and checks are delivered.

Owners & Officers

Name _____ **Title** _____

Home Address _____

City, State, Zip _____ Social Security # _____

E-mail Address _____ Cell Phone _____

By Signing below you (I) agree to be bound by Cross Point NW Inc. policies

Signature _____

Name _____ **Title** _____

Home Address _____

City, State, Zip _____ Social Security # _____

E-Mail Address _____ Cell Phone _____

By Signing below you (I) agree to be bound by Cross Point NW Inc. Policies

Signature _____

Initials _____



REFERENCE INFORMATION

METHOD OF PAYMENT REQUESTED: † Cash † Check † Floor plan † Draft

AUCTION REFERENCES

Auction Name	Phone/Contact Name	Registered Since
_____	_____	_____
_____	_____	_____

PERSONAL REFERENCE

Name	Phone	Known Since
_____	_____	_____

FINANCE / FLOOR PLAN

Company _____ Contact _____
 Branch _____
 Address _____
 City _____ State _____ Zip Code _____
 Phone _____ Fax _____
 Date Opened _____ Floor Plan Account # _____ Limit _____

GUARANTY

In consideration of CrossPoint NW, LLC. ("Auction") allowing the undersigned dealer ("Dealer") to buy and sell motor vehicle through Auction, the undersigned, whether one or more, personally covenant, guarantee and warrant that the title to each vehicle sold by dealer through Auction will be good and be free and clear of all liens and encumbrances, whatsoever. The undersigned unconditionally agrees to reimburse Auction for any loss, damage, expense, or costs, including attorney's fees, incurred by Auction as a result of breach of the foregoing warranty of title as to any such motor vehicle. The undersigned further guarantees full payment of any debts of Dealer to Auction, including any checks or drafts issued by Dealer or any of Dealers representatives, together with any loss or expense incurred by Auction in collecting or attempting to collect such debt, including attorney's fees. The undersigned further guarantees the Odometer Mileage Statement given by or in behalf of the dealer in all sales of motor vehicles by it through the Auction, and agrees to reimburse, indemnify and hold harmless the Auction from all losses and expenses caused it by any such Odometer Mileage Statement. The undersigned acknowledges that Auction shall have the right to refuse to transact business with Dealer, to modify or release any and all collateral security, to extend or change time of payment and to settle or compromise with dealer without notice to the undersigned and without discharging or affecting the liability of the undersigned hereunder. This guaranty is to be a continuing guaranty and the undersigned hereby waives notice of acceptance of this guaranty and presentment, demand, protest, and any notice of nonpayment of dishonor. The undersigned shall be liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors or Dealer shall not affect the enforceability of this agreement. This instrument shall bind the respective heirs, executors, administrators and assigns of the undersigned and shall ensure to the benefit of Auction, its successors, assigns and subrogates. Where there is more than one signature to this agreement, each signatory shall be jointly and severally liable under this agreement.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seal this _____ day of _____, 20_____.

Name _____ For _____
(printed) (dealership)

Signature _____ Its _____
(title)

Initials _____



AUTHORIZED EMPLOYEES

The following person or persons are duly authorized to buy and sell vehicles, to execute checks or drafts, to execute bills of sale, odometer/mileage statements, assignments of titles and warranties of titles, on behalf of Dealer. The authority of the following persons to act on behalf of Dealer shall continue in full force and effect until terminated by Dealer, in writing to the Auction. Dealer does hereby guarantee all transactions made by such persons, and does indemnify and hold harmless the Auction, from all loss or expense caused it as a result of any such transactions including losses from dishonored checks, drafts, defective titles, and false or inaccurate Odometer/Mileage statements, as well as any expense incurred in attempting to collect such losses including attorney's fees. By signing below you (I) agree to be bound by CrossPoint NW LLC. policies.

Employee _____ † ADD † DELETE

Home Address _____

City _____ State _____ Zip Code _____

Title _____ e-mail _____

Home Phone # _____ Cell # _____

Employee / Agent Signature _____ Date _____

Officer / Owner Signature _____ Date _____

Employee _____ † ADD † DELETE

Home Address _____

City _____ State _____ Zip Code _____

Title _____ e-mail _____

Home Phone # _____ Cell # _____

Employee / Agent Signature _____ Date _____

Officer / Owner Signature _____ Date _____

Employee _____ † ADD † DELETE

Home Address _____

City _____ State _____ Zip Code _____

Title _____ e-mail _____

Home Phone # _____ Cell # _____

Employee / Agent Signature _____ Date _____

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Initials _____

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BANK REFERENCE LETTER

I, _____ hereby grant permission for an authorized employee to release credit information to CrossPoint NW, LLC. The information, which is submitted, will be treated as confidential.

Dealer Name _____ Owner / Officer Name _____

Bank Name _____ Bank Address _____

City _____ State _____ Zip _____

Phone _____ Contact _____ Bank Acct# _____

Routing Number _____

Dealership Owner / Officer signature _____

DEALERS FILL OUT TOP PORTION ONLY

To whom it may concern:

Your bank has been designated as the principal depository and banking reference for the dealership listed above. Our company is a wholesale auto auction for licensed dealers. It is our procedure to establish financial responsibility for dealers that conduct business with our auction. We would appreciate your estimate of this account. All information submitted is strictly confidential and will be used solely for our business purposes.

Dealer has been banking with you since _____

- Account is Satisfactory
- Unsatisfactory
- Closed

- Customer is A valued customer with a good reputation
- Honest and Reliable, but with limited capital
- A new customer – our experience is limited
- Unknown to Us

Average 6-Month Balance

- Low 3 Figures
- Moderate 4 Figures
- Medium 5 Figures
- High 6 Figures
- Negative Balance

Insufficient Funds/Drafts in the last year? Yes No If Yes, how many? _____

Maximum Credit Extended \$ _____ Secured \$ _____ Unsecured

Floor Plan Line \$ _____ New \$ _____ Used

Floor Plan outstanding \$ _____ New \$ _____ Used

Additional Remarks _____

Signature of Bank Official _____ Title _____

Printed Name _____ Date _____ Phone _____

Initials _____



TEST TRACK AND CROSSPOINT WAIVER AND RELEASE OF LIABILITY FORM

Name: _____

Date: _____

I _____ HEREBY ASSUME ALL OF THE RISKS TO CROSS POINT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by CROSSPOINT NW, LLC, in which I may participate, and that it will govern my actions and responsibilities at any auction or said activity or event.

I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, employees, sub-contractors and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: CROSSPOINT NW, LLC and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation AT ANY AUCTION EVENT, whether caused by the negligence of release or otherwise.

I acknowledge that CROSSPOINT NW, LLC and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures that may occur at to any auction or entity.

I acknowledge that this facility and or auction may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, equipment, vehicular traffic, actions of other dealers or people including, but not limited to, employees, participants, volunteers, auction event officials, and auction event supervisors and managers of the facility or auction event. These risks are not only inherent to vendors, but are also present for employees, buyers and dealers.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during any auction activity.

In the event of any incident that occurs on Cross Point premises, I hereby consent and promise not to slander verbally, in writing, electronically or in any fashion whatsoever Cross Point, NW, LLC, its affiliates, its owners, employees, dealer participants, volunteers, auctioneer and event officials, and auction event supervisors and managers of the facility or any auction event and fully accept that if any violation of any kind occurs that I completely accept full responsibility for my own actions and that Cross Point reserves every right to pursue me to the fullest extent of the law. I acknowledge that I will also be responsible for any and all of Cross Point's legal fees, court fees and any other expenses associated with any violation of this provision.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable Oregon State law. This waiver also includes vehicles being test driven on the test track provided by Crosspoint NW. Participants driving vehicles are solely responsible for for any and all damages that may occur to the vehicles or the driver. Extreme caution should be used when test driving vehicles. Including driving vehicles to and from the test track.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Print Name

Signature

Date



PERSONAL GUARANTY

The Undersigned hereby personally guarantees ("Guaranty") all obligations of the applicant Dealership, including without limitation all sums due for payment on vehicles, auction 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 Cross Point NW, LLC ("Cross Point"). The undersigned Guarantor(s), and each of them, jointly and severally unconditionally guarantee and promise to pay to Cross Point, or order, on demand, in lawful money of the united States, the Debt due Cross Point. Guarantors waive notice of acceptance of this Guaranty and waive diligence on the part of Cross Point in collection of Debt. Cross Point shall have the privilege of granting such renewals and extensions, as Cross Point may deem proper. Guarantors further expressly waive notice of nonpayment, protest, and notice of protest with respect to the indebtedness covered by this instrument.

This Guaranty is in addition to such other security as Cross Point now or hereafter may have. Cross Point may surrender or release all or any portion of such other security without affecting this Guaranty. It shall not be necessary for Cross Point 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 Cross Point. 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 Cross Point 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 Cross Point, and each of them, and their respective successors and assigns. Guarantors agree that the obligations of the Guaranty agreement shall be governed by the laws of the State of Oregon. Venue shall be in the County of Clackamas. 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 Cross Point, 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 _____, Oregon.

GUARANTORS

Name

Name

Position

Position

Signature Date

Signature Date



POWER OF ATTORNEY

The undersigned, and its subsidiaries hereby duly appoint CrossPoint NW, LLC., ("Auction") through its authorized employees and agents, to execute on our behalf any papers and documents that may be necessary pertaining to the sale and subsequent title transfer of the vehicles consigned by the undersigned to the Auction, or pertaining to the purchase of vehicles by the undersigned, including without limitation, any title, title transfer document, and reassignment of odometer disclosure statements required by federal law. With reference to the odometer disclosure statement, unless otherwise instructed by the undersigned, in executing said statements on our behalf, the Auction and/or its authorized employees or agents are directed to enter the mileage reading on the dashboard of each vehicle as the true and correct mileage of said vehicle. Unless stated otherwise, the undersigned declares that such mileage readings are true and accurate. The undersigned shall indemnify, defend, and hold harmless the Auction, its affiliates, subsidiaries, officers, directors, employees, successors and assignees from and against any and all loss, damages, liability, claims, cause of action and expenses of whatever kind and nature, based upon or resulting from inaccuracy of said odometer reading on any vehicle, arising from the execution by the Auction or its employees or agents of any certificate of title, odometer statement, bill of sale, or other documents necessary to transfer ownership of consigned vehicles, unless such inaccuracy results from the gross negligence or willful misconduct of the Auction's employees or agents. This Power of Attorney shall be effective as of the date of signing hereof on behalf of the undersigned, and remain in force until terminated in writing by the undersigned at its sole discretion.

Dealership Name

Signature

Name (Printed)

Title

State of _____

County of _____

Subscribed and sworn before this _____ day of _____, 20_____

Notary Public

My commission expires _____/_____/_____

Initials _____

