



344 Tully Road
San Jose, CA 95111
Enter at Gate D on Monterey Road
408.890.2990 / fax: 408.890.2991
www.brasherssanjose.com

Dear Dealer:

Welcome to Brasher's San Jose Auto Auction! We look forward to working with you and hope this is the start of a long relationship with the Auction. Please carefully review the registration steps below.

1. Fill out ALL the attached forms in full

- Brasher's Guaranty, Agreement & Authorization*
- Auction Access Registration Application
- California Resale Certificate *
- Request for Taxpayer Identification Number
- Bank Reference Letter
- Bank Authorization Letter
- Individual Authorization Letter – for each buyer
- Dealer Authorization – for each buyer & owner
- Power of Attorney*

NOTE: If you are already registered with AuctionAccess and your information is current, you only need to fill out the forms marked with an asterisk ().

2. In addition to the forms included with this packet, copies of *all* the following documents must be included with the registration materials:

- Bond
- Dealer's License
- Business License
- Seller's Permit
- Sales Person's License (n/a if Owner)
- Driver's License

3. Send the completed forms and documents to the Dealer Registration Department at Brasher's San Jose Auto Auction. You may submit them by mail or fax, or you can bring them in person to the auction.

4. Please note that *all forms must be completed, signed and submitted* to Brasher's San Jose Auto Auction before we can process your registration.

5. If you have questions, please call us at 408.890.2990. We look forward to seeing you at the auction!



Registration Application

Dealership Information

Dealership AuctionACCESS ID: _____

Trade or DBA Name: _____

Legal Name (if different): _____ Date Business Started: _____

Government Business ID: _____

RIN (Canadian Province of Ontario only): _____

- Check only one*
- Company Type: Sole Proprietorship General Partnership Limited Partnership
 Business Corporation Limited Liability Company Unlimited Liability Corporation

Business Types

Check all that apply

	New	Used	Lease	Wholesale	Parts	Salvage	Export	Rental
Automobile								
Motorcycle								
Moped								
RV								
Mobile Home								
Trailer (Pull Behind)								
Motorcycle (Off Road)								
ATV								
Snowmobile								
Heavy Equipment								
Boat								
Personal Watercraft								
Airplane								

Contact Information

Lot Address: _____

City: _____ Colony (if applicable): _____

St/Prov (if applicable): _____ Postal Code: _____ Country: _____

Mailing Address: _____

City: _____ Colony (if applicable): _____

St/Prov (if applicable): _____ Postal Code: _____ Country: _____

Bus. Phone Number: _____ Bus. Fax Number: _____

Email Address: _____ Website Address: _____

The undersigned Entity ("Entity") does hereby authorize AutoTec, LLC, its affiliate Auction Insurance Agency, and those of its customers that subscribe to AutoTec's AuctionACCESS system (including Manheim Auctions, Inc. and its subsidiaries, ADESA Inc. and its subsidiaries, and all other customers subscribing to AutoTec's AuctionACCESS System) and to which Entity registers or otherwise provides its AuctionACCESS number at any time ("Subscribing Customers") to obtain, store, use and provide to Subscribing Customers the information contained on this application and other information regarding the Entity, including credit information, such as bank information and credit reports, and understands that AutoTec provides this information to said Subscribing Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Subscribing Customers are not limited to businesses engaged in the automobile dealer or auction industries, but may also include other businesses providing goods or services to such industries. By signing below, the Entity (1) agrees to the terms of this application and any exhibits hereto, (2) warrants that it is solvent and that the information provided herein is complete, accurate and truthful, (3) acknowledges that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit, (4) agrees to be bound by the policies and procedures of each Subscribing Customer at which they are registered via AuctionACCESS, (5) agrees that AutoTec, LLC, its affiliate Auction Insurance Agency, and its Subscribing Customers, on their own behalf or on behalf of their respective sellers, consignors, or other customers, for any commercial or advertising purpose, may contact Entity using the telephone numbers (whether business, home or mobile numbers), fax numbers, e-mail addresses, and other contact information provided on this form, or at any other address, telephone number, facsimile number or e-mail address used in connection with Entity's business, and (6) agrees to disclose AuctionACCESS numbers only to Subscribing Customers. Each of the undersigned also agrees in his/her individual capacity that AutoTec, LLC, its affiliate, and its Subscribing Customers may obtain, store, provide, and use that individual's credit information, including bank information and credit reports, in the same manner as described above for Entity.

Signature

Legal Name of Entity (Corp/LLC/LLP/ULC/Partnership/Individual)

Trade or DBA Name of Entity

By: _____
Printed Name of Authorized Signer (Owner/Officer/Manager)

Witness/Attester: _____

Its: _____
Title of Authorized Signer (Owner/Officer/Manager)

Date: _____

Signature of Authorized Signer (Owner/Officer/Manager)

Owners

Owner Name

Owners AA ID

Owner Name

Owners AA ID

References

Auction Name

Phone Number

Franchise Information

Franchise Name

Franchise Number

Franchise Name

Franchise Number

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from Brasher's Sacramento Auto Auction, Inc., a California Corporation d/b/a Brasher's San Jose Auto Auction of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than 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 for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under 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 _____
()



Bank Authorization Letter

To Whom It May Concern:

In order to enable the undersigned dealership to participate in AutoTec's AuctionACCESS System and thereby enhance its wholesale automotive business and ability to utilize bank accounts in connection with the same, you are hereby authorized to do the following:

- W Release credit information to AutoTec, LLC, its affiliate Auction Insurance Agency, and those of its customers that subscribe to AutoTec's AuctionACCESS System (including Manheim Auctions, Inc. and its subsidiaries, ADESA, Inc. and its subsidiaries, and all other customers subscribing to AutoTec's AuctionACCESS System and to which dealership registers or otherwise provides its AuctionACCESS number at any time) ("Subscribing Customers").
- W Include the information contained in the attached Bank Reference Letter regarding the undersigned dealership and its business checking and other accounts as requested by the AuctionACCESS Subscribing Customer, AutoTec, LLC and/or its affiliate, Auction Insurance Agency.
- W Share this information with the AuctionACCESS Subscribing Customers with whom I wish to register.

The information will be used for business purposes in connection with the AuctionACCESS System and/or affiliated programs provided for subscribing customers and for no other purpose.

Dealership AuctionACCESS ID: _____

Dealership Name: _____

Dealership Address: _____

Your prompt attention in answering the Bank Reference Letter will be greatly appreciated.

Sincerely,

By: _____
Printed Name of Authorized Signer (Owner/Officer/Manager)

Its: _____
Title of Authorized Signer (Owner/Officer/Manager)

Signature of Authorized Signer (Owner/Officer/Manager)



Individual Authorization Letter

Agreement

Date: _____ Individual's AuctionACCESS ID: _____

To Whom It May Concern:

The individual referenced below ("Individual") wishes to register, as of the date listed above, with AutoTec, LLC's AuctionACCESS System. The Individual does hereby authorize AutoTec, LLC, its affiliate Auction Insurance Agency, and those of its customers that subscribe to AutoTec's AuctionACCESS System (including Manheim Auctions, Inc. and its subsidiaries, ADESA, Inc. and its subsidiaries, and all other customers subscribing to AutoTec's AuctionACCESS system) and to which Entity registers or otherwise provides its AuctionACCESS number at any time ("Subscribing Customers") to obtain, store, use and provide to Subscribing Customers the information contained on this form and other information regarding the Individual, including credit information, such as bank information and credit reports, and understands that AutoTec provides this information to said Subscribing Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Subscribing Customers are not limited to businesses engaged in the automobile dealer or auction industries, but may also include other businesses providing goods or services to such industries. By signing below, the Individual (1) agrees to the terms of this registration, (2) warrants that he/she is solvent and the information provided herein is complete, accurate and truthful, (3) acknowledges that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit, (4) agrees to be bound by the policies and procedures of each Subscribing Customer at which they are registered via AuctionACCESS, (5) agrees that AutoTec, LLC, its affiliate Auction Insurance Agency, and its Subscribing Customers may contact the Individual, on their own behalf or on behalf of their respective sellers, consignors, or other customers, for any commercial or advertising purpose, using the telephone numbers (whether business, home or mobile numbers), fax numbers, e-mail addresses, and other contact information provided on this form, or at any other address, telephone number, facsimile number or e-mail address used in connection with the Individual's business, and (6) agrees to disclose AuctionACCESS numbers only to Subscribing Customers.

Date of Birth: _____ Government Personal ID: _____

Printed Legal Name of Individual _____ Individual Signature _____

Photo Identification

- Driver's License State/Province Issued ID Passport Voter Registration Card (Mexico Only)

ID Number: _____ State/Province or Country: _____

Issue Date: _____ Expiration Date: _____

Contact Information

Home Address: _____

City: _____ Colony (if applicable): _____

State/Province (if applicable): _____ Postal Code: _____

Country: _____ Email: _____

Mobile Telephone: _____ Home Telephone: _____



Dealer Authorization/Removal of an Individual

Dealership Name: _____ Dealership AuctionACCESS ID: _____

To Whom It May Concern:

Printed Legal Name of Individual _____ Individual's AuctionACCESS ID _____ Date of Birth _____

Add or Change Roles

The business referenced above ("Dealership") wishes to authorize and register the individual listed above ("Individual") to serve in the role(s) approved below. Dealership understands and acknowledges that this role(s) will be applicable to all AuctionACCESS subscribing customers ("Subscribing Customers") where the Dealership is registered to do business. Dealership further understands and acknowledges that this authorization will be valid until such time as the Dealership provides written notice of termination of authorization by completing the "Remove All Roles" section of an Individual Dealership Authorization or Removal Letter.

The role(s) designated below will be the only role(s) in effect for this Individual for this Dealership, replacing any previous role authorization(s).

- Representative
- Owner
- Officer or Authorized Signatory
- Driver

If, and only if, the Individual is authorized as a Representative ("Authorized Representative"), the Individual is authorized to buy and sell automobiles for the Dealership and, in connection therewith, to execute company checks or drafts and any other necessary instruments or documents on behalf of said Dealership at any Subscribing Customer where Dealership currently does or may do business until such time as the Dealership provides written notice of termination of authorization by completing the "Remove All Roles" section of an Individual Dealership Authorization or Removal Letter. The Dealership further guarantees performance of all obligations and transactions of such Authorized Representative on its behalf and agrees to indemnify and hold harmless the Subscribing Customer and AutoTec, LLC including their agents and affiliates from all loss and/or expense caused by said Dealership's Authorized Representative's actions. This guaranty includes but is not limited to losses from dishonored checks or drafts, defective titles, and false or inaccurate Odometer Mileage Statements as well as any expense incurred in attempting to collect such losses, including attorney fees.

Remove All Roles

- Remove All Roles

Dealership wishes to remove the Individual listed above from its account with all AuctionACCESS Subscribing Customers where the Dealership conducts business.

This Individual is no longer authorized to conduct business on behalf of above listed Dealership in any role.

Signature

By: _____
Printed Name of Authorized Signer (Owner/Officer/Manager)

Its: _____
Title of Authorized Signer (Owner/Officer/Manager)

Signature of Authorized Signer (Owner/Officer/Manager)

Date: _____

Local # _____

AA# _____

POWER OF ATTORNEY

_____ (“Client”) hereby irrevocably appoints **Brasher’s Auctions** (Brasher’s Auto Auctions, a Utah Corporation d/b/a Brasher’s Salt Lake Auto Auction; Brasher’s Sacramento Auto Auction, Inc., a California Corporation, Brasher’s Northwest Auto Auction, Inc., an Oregon Corporation, Brasher’s Cascade Auto Auction, Inc., an Oregon Corporation d/b/a/ Brasher’s Portland Auto Auction; Brasher’s Reno Auto Auction, LLC, a Utah Limited Liability Company; Brasher’s Sacramento Auto Auction, Inc., a California Corporation d/b/a/ Brasher’s San Jose Auto Auction; and any other affiliate now in existence or later acquired) and its designees (“Auction”) to execute on behalf of Client,

(a) certificates of title and/or registration of such vehicles, odometer disclosure statements and such other documents deemed necessary to convey to purchasers at auction good title to vehicles consigned by the undersigned.

(b) the odometer disclosure statement and to enter the mileage of such vehicle, unless directed otherwise in writing. Client represents that such mileage readings are true and correct.

Client further agrees to indemnify and hold harmless, Auction and its designees acting pursuant to this power of attorney against any and all costs, claims, or actions whatsoever, including reasonable attorney’s fees based upon or resulting from inaccuracy of the odometer reading on any vehicles or odometer statement prepared in connection with the sale at auction of any vehicle, unless such inaccuracy is caused by Auction or its designees.

In addition “Client” hereby irrevocably appoints “Auction” to,

(a) sign Purchase Agreements on Client’s behalf for vehicles purchased at Auction “In Lane” or “On Line”.

(b) sign Purchase Agreements for Client for “Ifs” or “Offers” initiated by Client or its agents or designees and sold to Client.

Client agrees to pay for such vehicles and to indemnify and hold harmless, Auction and its designees acting pursuant to this power of attorney against any and all costs, claims or actions whatsoever including reasonable attorney’s fees.

By: _____
Authorized Officer (**Printed**) Office

By: _____
Authorized Officer (**Signature**) Dealership Name (**printed**)

State of _____ County of _____

On _____ before me _____ personally
Date Name and Title of notary officer

appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

I certify under PENALTY OF PERJURY UNDER THE LAWS OF THE State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____