

# **Bayou State Auctions, LLC**

134 ½ Galbert Road, Lafayette, LA 70506

OFFICE: 337-289-9191

FAX: 337-289-5350

*“A Dealer Auction Where You Make The Difference”*

**DEALER**

**REGISTRATION**

**PACKET**

WEBSITE: [www.bayoustateauction.com](http://www.bayoustateauction.com)

EMAIL: [bayoustateauctions@outlook.com](mailto:bayoustateauctions@outlook.com)

# Bayou State Auctions, LLC

**Sale Every Tuesday at 5:30 pm**

**Test Drive Hours:**

**Monday & Tuesday 9:00am-3:00pm**

## **Hours of Business:**

Monday, Wednesday, Thursday ..... 9:00 am – 4:00pm

Tuesday..... 9:00 am - Until

## **Methods of Payment:**

- **Cash** - \$2000.00 deposit required
- **Checks**- Upon Approval
- **Bank Drafts** – Draft fee - \$65.00
- **AFC**- Upon Approval
- **NEXT GEAR**- Upon Approval
- **CARBUCKS**- Upon Approval
- **AUCTION CREDIT**- Upon Approval
- **DEAL STRUCK**- Upon Approval

**Note:** Please register prior to sale day.

# **Bayou State Auctions, LLC**

## **Dealer Registration Checklist**

### **Forms to Complete & Return:**

- **Application**
- **Authorized representatives**
- **Credit Release** – needed if paying by checks/drafts
- **Review Receipt of Rules** – Keep Rules for your records!

### **Additional Documents Required:**

- **Copy of Driver's License for all active Representatives**
- **Copy of Dealer License**
- **Copy of Salesman's License for each Representative**
- **Copy of Business Check if paying with check**

# Bayou State Auctions LLC.

Name of Dealer \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## BUSINESS INFORMATION

Is the Dealer an individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

List of owners and officers

Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security # \_\_\_\_\_

Home Address \_\_\_\_\_ Home Tele # \_\_\_\_\_ U.S. Citizen \_\_\_\_\_

**Emergency Contact** \_\_\_\_\_ **Telephone** \_\_\_\_\_

Home Address \_\_\_\_\_ Home Tele # \_\_\_\_\_ U.S. Citizen \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Social Security # \_\_\_\_\_

**Emergency Contact** \_\_\_\_\_ **Telephone** \_\_\_\_\_

When was Dealer organized \_\_\_\_\_ Dealers License No. \_\_\_\_\_

Do you expect to Buy \_\_\_\_\_ Sell \_\_\_\_\_

If you expect to buy, will you use Cash \_\_\_ Checks \_\_\_ Drafts \_\_\_\_\_ ( Subject to auction approval)

Type of Dealer- Franchised \_\_\_ Used \_\_\_ Wholesale \_\_\_ Retail \_\_\_ If Franchised Make Of Car Sold \_\_\_\_\_

**\*Email Address** \_\_\_\_\_

Auction is authorized to investigate the credit history of Dealer and any Dealer's Owners and Officers through banks, financial institutions, credit reporting agencies and other sources. Yes \_\_\_ No \_\_\_

## CREDIT INFORMATION

Bank \_\_\_\_\_ Address \_\_\_\_\_

Name of Official \_\_\_\_\_ Account # \_\_\_\_\_ Credit or FP Limit \$ \_\_\_\_\_

How Long Doing Business \_\_\_\_\_

Finance Company \_\_\_\_\_ Address \_\_\_\_\_

If you have done business with either of the above for less than three years, give previous financial institution(s) name and address.

Bank \_\_\_\_\_ Finance Company \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

## REFERENCES

Other Auction You Attend \_\_\_\_\_ How Long Registered \_\_\_\_\_

Other Auction You Attend \_\_\_\_\_ How Long Registered \_\_\_\_\_

Dealer Or Other Business Reference \_\_\_\_\_ How Long Acquainted \_\_\_\_\_

## AUTHORIZED REPRESENTATIVES

The following person or persons are only authorized to buy and sell automobiles. To buy and sell automobiles. To execute bill of sales. Assignment 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.

Representative \_\_\_\_\_ Sample Signature \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Authorized to sell cars  Y  N

Authorized to sell cars  Y  N

Authorized to sell cars  Y  N Officer or Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Representative \_\_\_\_\_ Sample Signature \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Authorized to sell cars  Y  N

Authorized to sell cars  Y  N

Authorized to sell cars  Y  N Officer or Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Representative \_\_\_\_\_ Sample Signature \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Authorized to sell cars  Y  N

Authorized to sell cars  Y  N

Authorized to sell cars  Y  N Officer or Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

## GUARANTY

In consideration of Auction allowing Dealer to buy and sell motor vehicles 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 free and clear of all liens and encumbrances whatsoever. The undersigned unconditionally agrees to reimburse Auction for any loss, damage, expense, or cost including attorney fees incurred by Auction as a result of breach of the foregoing warranty of title as to any such motor vehicle.

# Bayou State Auctions

Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen:

I hereby authorize you to release the necessary credit information to this auction to enable us to do business there with our business checking account.

Acct: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your prompt attention in answering their attached letter will be greatly appreciated.

Sincerely,

\_\_\_\_\_  
\_\_\_\_\_

## **GENERAL POLICIES TERMS & CONDITIONS**

1. All dealers must be registered with the Auction and licensed by their state prior to bidding or
  - a. purchasing vehicles.
2. Any changes of information for your Dealership, such as ownership, authorized Buyers, Bank, etc. Must be immediately reported to the Auction in writing. Auction will request updating information annually.
3. All vehicles must be paid for no later than the day following the sale (Wednesday). All titles in before a payment will be charged \$50.00. Return drafts and NSF checks will be charged a \$50.00 fee that our bank charges us. No titles will be cashed sale night.
4. The Auction assumes no responsibility for fire, theft or other loss or damage to any vehicle or a equipment. The auction will not be responsible for the loss of any pullout equipment left in a vehicle (radios, tv/dvd players, speaker boxes, etc).
5. All vehicles registered at the Auction are subject to inspection by any appropriate authority a including state and local police. Vehicles without at least two points of identification or serial number plates **MUST** be announced prior to sale and will require a physical inspection.
6. Please do not bring retail customers to the Auction. This is a business environment open to licensed dealers only!
7. Any dealer caught buying or selling vehicles outside of the auction ring, either before or after a sale and without auction personnel services, will be responsible for both buyer and seller fees on the vehicle in question. Dealer's in violation could lose their privileges to do business at the auction.
8. Auction reserves the right to refuse anyone the use of its services.
9. In any case of arbitration, the decision of Auction Management is binding and final.
10. All If's/phone calls are binding until 3 pm of day following AUCTION day. **All deposits will be held until If's are finalized.**
11. This auction uses the X System to give everyone a chance to bid on every car. **ALL X AGREEMENTS MUST BE MADE BY AUCTION PERSONEL.** (1) Buyer & seller agree on price, (2) Auction staff marks price & buyer on vehicle. (3) The vehicle then is run through the ring in order to give all dealers a chance to bid at higher bids than the X price. Vehicle sells to highest bidder. All X vehicles become a red light.
12. Buyers do not spend money on cars until title is received.
13. All vehicles sold to dealers for resale only without warranty.
14. Auction **DOES NOT** in any way guarantee mileage, year model or titles based on certified copies.
15. All dates are calculated on working business days.

### **GREEN LIGHT – RIDE & DRIVE**

Buyers should thoroughly inspect purchases and notify **arbitration office** within one hour of the sale of the vehicle of any problems (costing \$1,000.00 or more in wholesale repairs). Air conditioning **only** covers vehicles 3yrs old or less. Air bag, safety system defects – must be announced or are subject to arbitration on sale day. After any price adjustment through arbitration, the vehicle automatically becomes **“AS IS”**. 1 HOUR TIME LIMIT TO DRIVE.

### **YELLOW LIGHT – ANNOUNCEMENTS**

Seller must announce any defects needed to fairly represent vehicle for sale, including: former government, police, permit to sell, reconstructed and TMU (true mileage unknown), water damage, etc. Also included: air bag light and ABS systems. If not announced, buyer must notify arbitration office. Buyer has up to 1 hour after vehicle exits ring.

## **BLUE LIGHT - AUCTION DRIVE**

The following guarantees by the seller exist unless otherwise announced. Buyers should thoroughly inspect purchases and notify arbitration office within one hour of the sale of the vehicle of any problems with the following (costing \$1,000.00 or more in wholesale repairs): Motor, Transmission, & rear end only. Cannot turn down for blow-by if the vehicle has over 50,000 miles. 4-wheel drive components are not covered. A/C not covered. 1 HOUR TIME LIMIT TO DRIVE.

## **RED LIGHT – “AS IS”**

1. All vehicles 10 model years and older. These are sold with miles exempt.
2. All vehicles sold for **\$2,000.00 or less** regardless of year, model and condition – only title problems will be arbitrated.
3. All vehicles having in excess of 100,000 miles or that are sold **“NOT ACTUAL MILES” or “ODOMETER DISCREPANCY”**.
4. Kit cars, trailer, motorcycles, boats, recreational vehicles, homemade, and modified vehicles are sold **“AS IS”** and have no odometer or frame guarantee.
5. Auction does not guarantee any manufacturer warranties, books, records or tax due.
6. After any price adjustment through arbitration the vehicle automatically becomes **“AS IS”**.
7. This Auction uses the “X” system. All vehicles sold by the “X” system are sold **“AS IS”**.
8. Any vehicle sold with “Bill of Sale” only will be sold as is and will not be returnable for any reason.

## **ARBITRATION PROCEDURES**

Buyers are to thoroughly inspect purchases and complete test drive within 1 hour of vehicle bid time (will be written on block ticket). Any problems qualifying for arbitration (unannounced defects under yellow light rules, repairs costing \$1,000.00 or more in wholesale repairs) must be brought to attention of ARBITRATION OFFICE. Auction will then check vehicle for the problem(s) reported and notify buyer and seller of results. Auction will work with both buyer and seller to reach agreeable course of action (modified price, re-run, etc.)

## **FRAME DAMAGE – WITHIN 72 HOURS**

Buyer may arbitrate frame damage on or before the third day after purchase if not announced at point of sale (day 1 begins day after sale day). Buyer is responsible in providing proof of frame damage from acceptable inspector example: (auction post sale inspection, body shop, etc.) Normal wear and tear, trailer hitches, and other accessories welded to the frame will not be arbitrated.

## **TITLES:**

The seller must produce to the auction a re-assignable title within 30 Auction working days of sale (day 1 begins the day after the sale). Watercraft sale (boats, jet skis, etc.) requires a title for the trailer and a bill of sale and registration card from last registered owner recorded with Wildlife & Fisheries. If the seller has not produced the title in 30 Auction working days the buyer has the right to return the vehicle. The buyer must call the Auction and verbally say that he is putting in his 24 hour notice with the arbitration office. If the sale is a turndown for no title the buyer is responsible for returning the vehicle to the Auction.(Revised 11-15-16)



# Bayou State Auctions, LLC

I have received, read, and understand the rules and fee schedule of Bayou State Dealers Auto Auction, LLC.

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Dealership Name

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Name

Date

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**\*\*\* Sign this form and keep the attached Auction Rules and Fee Schedule for your records.**