

# County Auto Auction of Central Florida, LLC

4890 US HWY 17-92 West  
Haines City, FL 33844  
Phone: 863-956-4222 Fax:863-956-4000  
Email: registration@caacfl.com  
Website: www.caacfl.com



Thank you for your interest in County Auto Auction of Central Florida

Our Wednesday night auction starts at 5:15 p.m.

There are **two** \$25.00 Early Bird Drawings.

We have free food starting at 4:30 pm prior to the auction.

Please call us for numbers before 12:00 noon on Tuesday.

Please call if you have any questions. (863) 956-4222

## **APPLICATION CHECKLIST:**

- Completed Application
- Copy of all Co. representatives' Driver's License or Valid ID
- Copy of Surety Bond
- Copy of Dealer's License
- Copy of Sales Tax Certificate (must be signed)
- Copy of a voided check from the Bank Account.

# County Auto Auction of Central Florida, LLC

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## DEALER REGISTRATION FORM

Name of Dealer: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### BUSINESS INFORMATION

Name of Dealership: \_\_\_\_\_

(Check all that apply)

Individual  Partnership  Corporation Incorporated in what state? \_\_\_\_\_

Franchised  Used  Wholesale  Retail

Year Dealership was organized: \_\_\_\_\_ Dealer's License No. \_\_\_\_\_

Sales Tax Certificate Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_  US Citizen

Name: \_\_\_\_\_ Social Security \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_  US Citizen

Name: \_\_\_\_\_ Social Security \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_  US Citizen

### CREDIT INFORMATION

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

Account #: \_\_\_\_\_ Name of Official: \_\_\_\_\_

### REFERENCES:

Other Auction(s) You Attend: \_\_\_\_\_

Owners and Officers

# Auto Auction of Central Florida, LLC

4890 US Hwy 17-92 W  
Haines City, FL 33844  
863-956-4222

State of Florida  
County of Polk

## Limited Power of Attorney and Indemnity Agreement

I, \_\_\_\_\_ (Dealer) do hereby duly appoint COUNTY AUTO AUCTION OF CENTRAL FLORIDA, LLC, and its designees to act as our attorney in fact to sign and execute on behalf of client, all papers and documents that may be necessary pertaining to the sale and subsequent transfer of the vehicles, including without limitation, Certificates of Title and /or Registration of such vehicles, title transfers, odometer disclosure statements, and such other documents as deemed necessary to convey purchases at auction, good title to vehicles consigned by the undersigned to Auction to be sold at Auction as required by Federal or State Law. With reference to the odometer disclosure statement, unless otherwise instructed by client, in executing the odometer disclosure statement on behalf of client, Auction and/or its designees are directed to enter the mileage reading on the dashboard of each vehicles true and correct to the best of Client's information and belief, and Client will indemnify and hold harmless Auction and its designees acting pursuant to this Power of Attorney, against reasonable attorney's fees, based upon or resulting from inaccuracy of the odometer reading on any vehicle or any odometer statement prepared in connection with the sale at auction of any vehicle.

In consideration of County Auto Auction of Central Florida, LLC.'s agreement to execute such documents on Dealer's behalf from time to time, dealer shall indemnify, defend and hold harmless County Auto Auction of Central Florida, LLC., it affiliates, subsidiaries, officers, directors, employees, successors and assigns from and against any and all loss, damages, liability, claims, causes of action, and expense of whatever kind and nature, arising from the transfer of ownership of any vehicle or from the execution by County Auto Auction of Central Florida, LLC. or its employees or agents of any certificate of title, odometer statement, bill of sale or other document necessary to transfer ownership of any vehicle or from the execution by County Auto Auction of Central Florida, LLC. or its employees or agents of any certificate of title, odometer statement, bill of sale or other document necessary to transfer ownership of a vehicle.

Notwithstanding the foregoing, nothing contained herein shall be construed to require Dealer to indemnify County Auto Auction of Central Florida from any gross negligence or willful misconduct of County Auto Auction of Central Florida, LLC., or its employees or agents. Dealer further agrees to guarantee and save the authorities of any state requested to process such transfer of title, from all responsibility with respect to this Power of Attorney.

\_\_\_\_\_  
Print name of Dealer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title of Person Signing

Verified by: Drivers License \_\_\_\_\_ Personally Known \_\_\_\_\_ Other \_\_\_\_\_

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ County of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(Seal)

**County Auto Auction of Central Florida, LLC**

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Website: [www.caacfl.com](http://www.caacfl.com)

**GUARANTEE**

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 any encumbrances whatsoever. The undersigned, conditional agreement to reimburse "Auction" for any loss, damage, expense or cost, including, attorney's fees and costs 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 "Dealer's" representatives, together with any loss or expense incurred by "Auction" in collecting or attempting to collect such debts, including attorney's fees and costs.

The undersigned acknowledges that "Auction" shall have the right to reverse any business transaction 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. The 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 non-payment or dishonor. The undersigned shall be liable as principal debtor and not merely as sure and the bankruptcy or any assignment in favor of Creditors of "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" to successors, assigns and subrogates.

Where there is more than one signatory to this agreement, each signatory shall be jointly and severally liable under this agreement.

In witness whereof, the undersigned have hereunto set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE

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**BLANKET CERTIFICATE OF RESALE**

Sales Tax Certificate Number: \_\_\_\_\_

This is to certify that all material, merchandise or goods (including reconditioning of motor vehicles) purchased by the undersigned from or through County Auto Auction at Haines City after \_\_\_\_\_, 20\_\_\_\_, is purchased for the following purposes:

- Resale as tangible personal property
- To be incorporated as a material or part of other tangible personal property to be produced for sale by manufacturing, assembling, processing or refining.
- Other \_\_\_\_\_

This certificate shall be considered a part of each order, which we shall give. This certificate is to continue in force and effect until revoked in writing. The undersigned is authorized to execute this document for the purchaser named below. Any purchase of reconditioning of a motor vehicle is to recondition the motor vehicle for resale by the purchaser named below who is registered with the Florida Department of Revenue as a dealer and is required to collect sales tax on retail sales of motor vehicles.

\_\_\_\_\_  
Purchaser

By: \_\_\_\_\_

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**AUTHORIZED REPRESENTATIVES**

Name of Dealership: \_\_\_\_\_

The following person (s) are duly authorized to buy and sell, to execute checks or drafts, to execute bills of sales, assignments of titles and warranties of titles on behalf of Dealer. The authority of the person(s) to act on behalf of the Dealer shall continue in full force and effect until terminated by the Dealer in writing to the Auction. Dealer does hereby guarantee all transactions made by such person(s).

_____	_____
Representative- Print	Signature
Cell Phone: _____	
Authorized to Sell Cars	_____ Yes      _____ No
Authorized to Sign Checks	_____ Yes      _____ No
Authorized to Buy Cars	_____ Yes      _____ No

_____	_____
Representative- Print	Signature
Cell Phone: _____	
Authorized to Sell Cars	_____ Yes      _____ No
Authorized to Sign Checks	_____ Yes      _____ No
Authorized to Buy Cars	_____ Yes      _____ No

_____	_____
Representative- Print	Signature
Cell Phone: _____	
Authorized to Sell Cars	_____ Yes      _____ No
Authorized to Sign Checks	_____ Yes      _____ No
Authorized to Buy Cars	_____ Yes      _____ No

Signed: \_\_\_\_\_

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

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## **Title Handling Method**

Dealership Name: \_\_\_\_\_

Please choose from the list below, the title handling method that you want applied to titles for vehicles that you purchase through our auction:

- HOLD TITLES AT AUCTION
- FEDERAL EXPRESS    Your Account : \_\_\_\_\_
- Regular Mail    We will not be responsible for titles lost in transit  
Please note: there will be a \$150 duplicate title fee
- Other- Please specify \_\_\_\_\_

Special Notes: \_\_\_\_\_

\_\_\_\_\_

### Acknowledgement

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

Printed Name: \_\_\_\_\_

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

# AUCTION POLICIES

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**Sale:** Every Wednesday Evening 5:15pm

## GENERAL POLICIES

1. You must be a licensed dealer, approved and registered at THIS auction before doing business.
2. **All units purchased must be paid for on the sale day.**
3. All titles submitted by seller must be in seller's company name and completed. No Foreign Titles.
4. All titles must be in order and reassigned. Auction will not be responsible for titles mailed from or to the action. Buyer has their choice of alternative method at their own expense. Seller must warrant, represent, and guarantee that they have and will convey certificate to title valid in the state where the transaction will occur and clear of all liens. Seller will warrant and defend their title against all claims and demands of any persons whatsoever.
5. All transactions must be clear through the office and be paid for through the office.
6. Buyer is responsible for verifying serial number, model, year, and mileage reading on all purchases before bidding. Vehicles may not be arbitrated for clerical errors on registration window stickers or paperwork. No vehicle will be offered for sale without serial plate unless it is offered Bill of Sale Only; and it must be announced at the block.
7. Seller is responsible to ensure a vehicle is properly offered for sale on the block. Expenses incurred by the buyer are the responsibility of the seller if the vehicle is improperly offered for sale.
8. Buyers are warned not to make repairs on vehicles until the title is received, auction will not reimburse these costs.
9. The auction does not guarantee any factory or dealer warranty coverage issues on a vehicle sold or offered for sale.
10. The seller should correct any errors made by the auction as to announced "Conditions". The buyer should watch lights and listen to announced "Conditions". It is the buyer's responsibility to check the lights of screens for announcements.
11. All police cars, taxi cabs, municipal cars, fire vehicles, flood cars, salvage vehicles, reconstructed cars, motorcycles, boats, and trailers must be sold under the Red Light "As-Is" and as not subject to arbitration.
12. Cars selling for \$3000.00 or less, or with 75,000 miles are automatically "As-Is" and "Red Light".
13. The Auction does not guarantee the year of any house trailer, motor home, boat, boat, motor, antique, motorcycle, dune buggy, custom vehicle or motorcycle.
14. All RV's must have the title present and cleared with auction office prior to being registered for sale.
15. Motor Homes and custom vehicles must have the year of chassis and unit announced by seller on auction block,
16. **Buyers are bound by "If" Sales" for 24 hours. Any "If Sale" accepted by the seller at the close of the next day is binding.**
17. "OUTSIDE SALES" are strictly between the buyer and the seller and are not the responsibility of County Auto Auction. Any vehicle not sold on the auction block is automatically red light AS-IS, with no exceptions. All units sold or purchased on auction premises must be paid for thru the auction office. The Auction will not become involved in any arbitration procedures or be responsible for any defects on units sold outside of the sale.
18. Any unit with damaged or repaired frames must be announced as such unless sold under Red Light.
19. **Any vehicle 10 years old or older is sold "RED LIGHT- AS IS. And is not subject to any arbitration for odometer problems or frame damage.**
20. No vehicles may leave the Auction premises without a property stamped drive-out slip
21. The Auction will require a seller to take back a vehicle with a documented odometer rollback problem
22. Cars are left on the Auction premises at owner's request and risk. The Auction shall not be held responsible for loss or damage, even though the keys and car may be placed in the Auction's custody for services that are made available to customers on these terms
23. Buyer and seller agree to hold County Auto Auction at Haines City harmless. From any claim made against it or arising from transaction at this Auction
24. The Auction is not responsible for the actions or quality of services of the independent contractors on premises.
25. Non-functional air bags must be announced.

**Signed:** \_\_\_\_\_

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



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# **VEHICLE REGISTRATION PROCEDURES**

## **TELEPHONE REGISTRATION**

Reserve numbers will be assigned Tuesday afternoon. Dealers should call in for numbers between Thursday and Tuesday with run number requests for vehicles including vehicles left over from the previous auction week.

## **SALE DAY- WEDNESDAY**

Vehicles should be on the auction property no later than 4 pm on auction day to be registered. Late arrivals will be renumbered and run at the end of the lane. Please have driver stay with unit until it is numbered and registered. Make sure driver knows the year, dealer number and dealer's company name for his unit.

## **BUYERS**

Please examine all cars before bidding and be familiar with all announced conditions of the unit. Cars may not be test driven without a property stamped drive-out slip for release from the lot. Please examine the serial number plate, model, year, and the mileage reading before leaving the sale. Pay for each car separately the night of the sale. Vehicles are not arbitrable for clerical errors on stickers.

## **SELLERS**

Have your units on auction property early on Wednesday morning avoiding the last-minute rush. Vehicles, which are unsafe to operate, will not be run through the auction lanes. Please represent your cars accurately. Please be sure each vehicle has enough gas to be test-driven and driven through the auction block. Dealers will be charged a fuel at a rate of \$6.00 per gallon at management's discretion. Please be sure to represent your cars accurately to avoid unnecessary problems.

## **FLOATS AND FLOORPLAN**

Dealer purchasing vehicles with a "float" must still leave payment for those vehicles on the night of the sale. Buyers using floor plan must tell the office manager of this request the night of the sale. Sellers are allowed up to 30 days to produce a title after the float time has passed.

**Signed:** \_\_\_\_\_

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

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# LIGHT SYSTEMS

**Green Light-** “Sound”- Selling dealer declares that car is subject to all arbitration policies.

**Yellow Light-** “Caution” Selling dealer must announce any item not subject to arbitration, non-standard motors and transmission, and major exceptions to the original or advertised production specifications for items deleted or added. All other items not announced may be arbitrated.

**Red Light-** “As Is”- Sold with no arbitration. Unit is subject to all defects. All units sold for \$3000.00 or less become “As-Is” units. Vehicles sold under the red light are sold “As-Is” and carry no guarantee whatsoever except for odometer discrepancies. Any unit with an excess of 75,000 miles must be announced and sold “As-Is”

**Blue Light-** “No Title Present”- Assignable title does not accompany car. May require up to thirty (30) days for seller to produce title. Buyer is cautioned not to spend any money on unit (You will not be reimbursed); not to put excessive miles on unit; not to damage unit and not to sell unit until title is received. After the thirty (30) day period, it is the buyer’s option to return the car or to wait a reasonable additional period for the title. If the title is not received by the auction within the 30-day period, special arrangement must be made with the auction before the unit is returned. The buyer must notify the auction twenty-four (24) hours prior to the return of the unit to give the Seller a last opportunity to produce the title.

**White Light-** Over 100,000 miles, TMU OR Exempt on mileage.

## TITLE POLICIES

IF a title is not produced within 30 days or more (after the “float” has ended on eligible vehicles), the buyer has the right to physically return the vehicle after sufficient notice is given to the auction (at least 24 hours on business days). The seller will be notified and given one last chance to produce the title and keep the sale together. If a seller cannot produce a title within the allotted time, they are responsible for paying both buyer and seller fees, reasonable transportation costs to the auction and/or buyer as well as taking the vehicle back. Buyers must return the vehicle in the same or better condition than it was at the time leaving the auction property and are subject to a charge of \$.50/mile on the vehicle odometer, over 100 miles, added from the time of auction sale.

**Signed:** \_\_\_\_\_

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

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## **ARBITRATION POLICY**

### **Subject to Arbitration-Unless Otherwise Announced Any unit over 75k miles or sold for \$3000 or less is AS-IS**

- A. **Current Year Models Only**- visible defects, defective windshields, paint work (except minor brush touch up) and bodywork must be announced.
- B. **Frame damage or frame repairs must be announced.** Vehicles with Frame damage or frame repair must be returned to the Auction within 7 days after purchase (excluding Red Light vehicle, in which case the vehicle is sold "As-Is"). The auction must inspect the vehicle before voiding any transactions. Vehicles found to have no frame damage will be subject to Frame Inspection Fee as determined by auction management.
- C. **Drive Train Defects**-Any Drive-Train defects that exceed \$500 to repair, as judged by auction mechanic, is subject to arbitration if sold on Green Light. Limited to Motor, Transmission, Rear End, and Clutch.
- D. **Catalytic Converters** and/or Gas Tank Filler Restrictors removed from vehicles originally so equipped Must be announced.
- E. **Diesels**- Diesel engine and diesel conversions must be announced and will run red light.
- F. **Air Bags**- Seller must announce absent or non-functioning air bags. This does not include ABS light itself.
- G. **No Arbitration- The following are not subject to arbitration:** Air Conditioning, Power Accessories, Computer Control Unit, Radios, Navigation Units, Cruise Control, Front Ends. Vehicles are not arbitrable for clerical errors on run stickers.

**Arbitration may only be accepted by Auction Management.  
Arbitration may take up to the following Friday at 1 pm to Resolve.  
Vehicles arbitrated and found to be non-arbitrable will be subject to  
a \$100 Arbitration Fee.**

**The Arbitration Mechanic will inspect only the defects on the arbitration form.  
Each vehicle is allowed one change at mechanical arbitration.  
If a price adjustment is made, the vehicle becomes AS-IS.**

**ARBITRATION IS THE NIGHT OF THE SALE ONLY!**

**Signed:** \_\_\_\_\_

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

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# **ODOMETER POLICY**

Seller must announce from auction block at the time of sale if odometer is not working properly or if he has any knowledge that mileage on vehicle is different than mileage on odometer and/or if vehicles is more than 100,000 miles.

In order to protect our customers from buying vehicles with tampered odometers, County Auto Auction of Central Florida will do the following:

1. Suspend any dealer guilty of selling cars with tampered odometers with knowledge.
2. Any dealer either guilty or innocent who sells a car where odometer tampering can be confirmed will be required to repurchase the vehicle and reimburse the buyer for reasonable transportation expenses, along with paying a penalty of \$200.00 which will be given to the buyer to defray other expenses such as inconvenience, etc.
3. Check all titles closely for alterations or erasures, and if we feel an altered title was knowingly presented to us for processing, will suspend the dealer from doing business at our auction.
4. Because vehicles sold at County Auto Auction at Haines City are often purchased by out of-state dealers, or resold to out-of-state dealers, any titles or supporting documents, which contain erasures, or alterations, which pertain to odometer readings, will not be accepted, or presented by County Auto Auction of Central Florida.
5. Also, vehicles sold "TRUE MILEAGE UNKNOWN" must be announced at the time of sale. These units must be sold under the "Caution Light"
6. Seller must announce if odometer is broken or inaccurate or more than 100,000 miles under Red Light. Any irregularity in odometer must be brought to the attention of the Auction management on the day of sale. Continuous odometer problems will result in suspension of trading privileges at County Auto of Central Florida.

All dealers trading at this Auction are hereby advised of these policies on any transaction by any dealer from this day forward. It will be assumed that you agree to be bound by the above policies.

**Signed:** \_\_\_\_\_

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

# COUNTY AUTO AUCTION OF CENTRAL FLORIDA

4890 U.S. Hwy. 17-92 W. • Haines City, FL 33844

Phone: (863) 956-4222 • Fax: (863) 956-4000

## **BUY AND SELL FEE SCHEDULE**

\$ 0	TO	399	\$185.00
400	TO	999	195.00
1,000	TO	1,499	265.00
1,500	TO	1,999	320.00
2,000	TO	2,999	340.00
3,000	TO	3,999	350.00
4,000	TO	4,999	385.00
5,000	TO	5,999	395.00
6,000	TO	6,999	405.00
7,000	TO	7,999	415.00
8,000	TO	8,999	425.00
9,000	TO	9,999	435.00
10,000	TO	10,999	445.00
11,000	TO	11,999	460.00
12,000	TO	12,999	470.00
13,000	TO	13,999	480.00
14,000	TO	14,999	490.00
15,000	TO	16,999	500.00
17,000	TO	19,999	520.00
20,000	TO	34,999	540.00

**35K & Over 1.6%**

**No Title Fee: \$25.00**

*Charged the 1st Tuesday after sale*

**No Sale Fee: \$0**

**Returned Check Fee:**

*The maximum allowed by Florida State Law*

**Unpaid Purchases: \$25.00 Per Day**

*If not paid within 24 hours of sale*

**Sale Every Wednesday at 5:15 P.M.**

EFFECTIVE SEPTEMBER 11, 2024