

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 _____

Officer / Owner Signature _____ Date _____

Initials _____

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BANK REFERENCE LETTER

To whom it may concern:

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 _____

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY INCLUDING TEST TRACK AGREEMENT

This RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, (hereafter the "AGREEMENT") is entered in this _____ day of _____, 20 _____, by and between CROSS POINT NW, LLC hereafter referred to as "CROSS POINT" and _____, hereafter referred to as "DEALER", in the, County of Clackamas, State of Oregon.

WHEREAS, CROSS POINT, now owns and operates a duly licensed auto auction more commonly known as CROSS POINT DEALER AUCTION with its principal place of business at 6803 Johnson Creek Blvd, Clackamas, Oregon 97206, and;

WHEREAS, DEALER shall mean the undersigned, its officers, agents or employees; and WHEREAS, DEALER wishes as part of its pre-auction inspection to test drive certain vehicles prior to bidding on them at the auction.

NOW THEREFORE, in consideration of DEALER being permitted by CROSS POINT to test drive vehicles up for auction prior to bidding on the vehicles at auction, DEALER agrees as follows:

1. **TEST DRIVE:** DEALER shall not test drive vehicles without permission, and only in areas and under the terms and conditions specified by CROSS POINT, including obeying posted speed limits and driving with seatbelts fastened.
2. **RELEASE:** DEALER hereby Releases, Waives, Discharges and Covenants Not to Sue, CROSS POINT, its officers, agents or employees, and the consignor of the test driven vehicle, from all liability for any loss or damage and any claim or demands therefor on account of injury to the person or property or resulting in death of the DEALER, while the DEALER, is in, upon, about or outside the premises of CROSS POINT test driving vehicles.
3. **INDEMNITY:** DEALER hereby agrees to indemnify and save and hold harmless CROSS POINT, its officers, agents or employees, and the consignor of the test driven vehicle, and each of them from any loss, liability damage or cost they may incur due to the DEALERS test driving of vehicles in, upon, about or outside of the premises of CROSS POINT.
4. **ASSUMPTIONS OF RISK:** DEALER acknowledges that no representatives express or implied are given regarding the condition of any vehicle to be test driven. DEALER hereby assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of others or otherwise while test driving vehicles, in, upon about or outside of the premises of CROSS POINT.
5. **SECURITY INTEREST:** DEALER hereby grants CROSS POINT a security interest in and right to set-off against any sums or vehicles held by CROSS POINT for DEALER'S account, to secure payment for any damages caused by DEALER'S test driving.
6. **MISCELLANEOUS:** DEALER further expressly agrees that the foregoing AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the state of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force effect.
7. **LEGAL DISPUTES: ARBITRATION/MEDIATION:** In the event of a dispute, a party may demand binding arbitration or mediation, as applicable, and thereafter the parties shall refer the dispute to a mutually acceptable service. If the parties are unable to agree on an arbitration or mediation service within 30 days after the demand is presented, then the Clackamas County Circuit Court Arbitration, or the nearest office, shall be deemed the arbitration/mediation service and their rules shall govern. If the parties do not agree to first mediate their dispute, then they shall proceed directly to binding arbitration.
8. **ATTORNEYS FEES:** the prevailing party in any litigation over this AGREEMENT, including arbitration, shall be awarded court costs and attorneys fees, including fees on appeal.
9. **GOVERNING LAW:** The laws and the Courts of Clackamas County in the State of Oregon shall govern all questions or disputes relating to interpretations, performance, validity enforcement or effect of this agreement.

WHEREFORE, the undersigned DEALER has read and voluntarily signs the RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreements have been made.

Printed Name

Date

Signature

Initials _____



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 _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____ <input type="checkbox"/> Other (see instructions)	
	<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 the "Name" line 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.

Social security number								
				-			-	

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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.

Sign Here	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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.