



# SALT LAKE AUTO AUCTION

*Integrity Driven, Proven Results.*

- ESTABLISHED 1949 -

Always open at [www.BrashersSaltLake.com](http://www.BrashersSaltLake.com)

Estimado Distribuidor de Autos,

Incluido, se encontrará todos los formularios necesarios para registrar con Brasher's Remate de Salt Lake. Por favor, llene toda la información pedida completamente y devuelvenos los formularios juntos con:

Para un distribuidor de los E.E.U.U.:

- Para la compañía:
  - o Una copia de su licencia de vender autos
  - o Una copia de su bono.
- Para cada representante autorizado:
  - o Una copia de su licencia para manejar
  - o Una copia de su licencia de vendedor (para estados donde se aplica)

Para un distribuidor de Mexico:

- Para la compañía:
  - o Una copia de su permiso para importar autos (SECOFI)
  - o Una copia de su tarjeta de CANACO
- Para cada representante autorizado:
  - o Una copia de su licencia para manejar
  - o Una copia de su Credencial para votar

También, ud. encontrará incluido una Carta de Autorización para el Banco. Haga favor de llenar la sección de esta carta que le corresponde a ud. y adelantársela a su banco ó devuélvenosla a Brasher's. Con mucho gusto se lo entregaremos a su banco a favor de ud.

Por favor, asegúrese que la persona o las personas apropiadas (dueños) firman todos formularios.

Hay que llenar completamente todos formularios e información antes de poder hacer negocio con el remate.

Muy atentamente,

Inscripción de Distribuidores de Autos

Tel: 801.366.3894

Fax: 801.322.1315

# Brasher's AUCTION GROUP

SALT LAKE - SACRAMENTO - NORTHWEST  
CASCADE - RENO

**Salt Lake** - Ph. 800.426.4817 - Fax 801.322.1315  
**Sacramento** - Ph. 800.288.6882 - Fax 916.991.5445  
**Northwest** - Ph. 800.905.3901 - Fax 541.689.6049  
**Cascade** - Ph. 800.300.3200 - Fax 503.492.0115  
**Reno** - Ph. 775.828.2437 - Fax 775.828.2438

## GUARANTY, AGREEMENT & AUTHORIZATION

In consideration of Brasher's Auction Group<sup>†</sup> allowing \_\_\_\_\_ ("Dealer") to  
 \_\_\_\_\_  
 Legal Name of Dealership

buy and sell motor vehicles through Brasher's Auction Group, the undersigned, whether one or more, personally represent, warrant, and unconditionally guarantee that the title to each vehicle sold by Dealer through Brasher's Auction Group will be good and will be free and clear of all liens and encumbrances whatsoever. The undersigned unconditionally agrees to indemnify, hold harmless, and reimburse Brasher's Auction Group for any loss, damage, expense, and costs, including attorney's fees, incurred by Brasher's Auction Group by any breach whatsoever of the foregoing warranty of title as to any such motor vehicle. The undersigned further guarantees full payment of any debts of Dealer to Brasher's Auction Group, including any drafts issued by Dealer or any of Dealer's agents, together with any loss or expense incurred by Brasher's Auction Group in collecting or attempting to collect such debt, including attorney's fees. The undersigned acknowledges and agrees that Brasher's Auction Group 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, non-terminable, irrevocable 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 surety, and the bankruptcy or any assignment in favor of Creditors of Dealer shall not affect the enforceability of this agreement. Dealer authorizes Brasher's Auction Group to file a UCC-1 financing statement<sup>‡</sup> and any and all other filings necessary to perfect Brasher's Auction Group's security interests with Dealer.

By signing below, Dealer further represents and warrants that the above information in this dealership registration form, is true and accurate and that all copies of bond(s), license(s), and any other information heretofore provided and that may be provided in the future to Brasher's Auction Group by Dealer or any of its authorized agents or representatives is and will be true and accurate. In the event any such information is false or inaccurate, Brasher's Auction Group, individually or collectively, and within their sole discretion, may terminate any and all agreements with Dealer. In the event there is any transfer, assignment, or change in the individuals and/or entities having an ownership interest in Dealer, Dealer agrees to immediately notify Brasher's Auction Group in writing of such changes. The undersigned further acknowledges and agrees that any and all information submitted by Dealer to any one affiliate of Brasher's Auction Group may be freely shared with any one or more of the other affiliates of Brasher's Auction Group. Dealer authorizes Brasher's Auction Group to send Dealer promotional information from time to time via but not limited to facsimile, e-mail, direct mail, and telephone. The undersigned understands and agrees that the liability of Dealer to the terms and conditions set forth herein, shall inure to the benefit of each and every affiliate of Brasher's Auction Group with whom Dealer transacts any business hereunder, but that the liability of Brasher's Auction Group to Dealer shall be specifically restricted and limited to the individual affiliate of Brasher's Auction Group involved in each transaction. Dealer certifies that Dealer holds valid seller's permit, as listed above, issued pursuant to the sales and tax law of the state where Dealer transacts business. Dealer certifies to be engaged in the business of selling vehicles (whether motorized, RV, trailers, motorcycles, watercraft, and/or other goods of similar kind) and that the tangible personal property described herein which Dealer shall purchase at Brasher's Auctions will be resold by Dealer in the form of tangible personal property; provided however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that Dealer is required by state sales and use tax laws to report and pay tax, measured by the purchase price of such property or other authorized amount. This instrument shall bind the respective heirs, executors, administrators and assigns of the undersigned, and shall inure to the benefit of Brasher's Auction Group, its successors, assigns and subrogees. Where there is more than one signatory to this agreement each signatory shall be jointly and severally liable under this agreement.

Name: \_\_\_\_\_ For: \_\_\_\_\_  
 Printed Legal name of dealership  
 Signature: \_\_\_\_\_ By: \_\_\_\_\_  
 Personally Authorized Signature  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Its: \_\_\_\_\_  
 Title of Authorized Signer

<sup>†</sup>As used herein, as well as in any other documents pertaining to Dealer's transactions with Brasher's Auction Group, the term "Brasher's Auction Group" shall be defined as 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, Brasher's Reno Auto Auction, LLC, a Utah Limited Liability Company, and any other affiliate now in existence or later acquired.

<sup>‡</sup>Any UCC-1 financing statement filed by Brasher's Auction Group shall have the following, or substantially similar, description of collateral: All vehicle inventory, parts and accessories inventory, equipment, fixtures, accounts, holdback reserves, manufacturer rebates and incentive payments, accounts, payment intangibles, instruments, securities and security accounts, and general intangibles of the Debtor now owned and hereafter acquired, wherever located; all accessions to, substitutions for and all replacements of any of the foregoing; all chattel paper, documents, instruments, monies, residues and property of any kind related to any of the foregoing; all books and records of Debtor related to any of the foregoing, including without limitation, computer programs, print-outs, and other computer hardware and software materials and records pertaining to any of the foregoing; together with all proceeds and products of the foregoing, including, without limitation, proceeds of insurance policies insuring any of the foregoing ("Collateral").



# Sistema de Registro del Comerciante - Aplicación del Comerciante

Fecha: \_\_\_\_\_

Auction ACCESS® Identificación del Comerciante: \_\_\_\_\_

Nombre del Concesionario \_\_\_\_\_

Nombre Legal (Si es distinto) \_\_\_\_\_

Fecha de Inicio del Negocio: \_\_\_\_\_

Nº. de Identificación Oficial del Negocio \_\_\_\_\_ 0

Nº. de Identificación Oficial Personal, Si es Propiedad Única: \_\_\_\_\_

**\*Nota:** En México, el Nº. de Identificación Oficial del Negocio es el RFC, y el Nº. de Identificación Oficial Personal es el CURP.

Tipo de Compañía:     Propiedad Única     Asociación General     Asociación Limitado  
 LLC- Propiedad Única     LLC- Asociación     LLC- Corporación     Corporación – Sub C     Corporación – Sub S

Tipo de Negocio:     Nuevo     Usado     Contrato de arriendo     Por Mayor     Partes     Salvamento

Tipo de Comerciante:     Automóvil     Exportación     Barco     Motocicleta     RV

Dirección de Lote: \_\_\_\_\_

\_\_\_\_\_ Col.: \_\_\_\_\_

Cd.: \_\_\_\_\_ Edo.: \_\_\_\_\_ C.P.: \_\_\_\_\_ País: \_\_\_\_\_

Dir.: \_\_\_\_\_

\_\_\_\_\_ Col.: \_\_\_\_\_

Cd.: \_\_\_\_\_ Edo.: \_\_\_\_\_ C.P.: \_\_\_\_\_ País: \_\_\_\_\_

Nº tel. of.: \_\_\_\_\_ Nº de Fax of.: \_\_\_\_\_

e-mail: \_\_\_\_\_ Web Site: \_\_\_\_\_

Seguro contra responsables: \_\_\_\_\_ Nº de Póliza: \_\_\_\_\_ Fecha de Vencimiento: \_\_\_\_\_

### Dueño:

Nombre: \_\_\_\_\_ Propiedad: \_\_\_\_\_ %

Domicilio: \_\_\_\_\_ Col.: \_\_\_\_\_

Cd.: \_\_\_\_\_ Edo.: \_\_\_\_\_ C. P.: \_\_\_\_\_ País: \_\_\_\_\_

Nº tel. de casa: \_\_\_\_\_ Cel: \_\_\_\_\_ Beeper: \_\_\_\_\_

Nº. de Lic. de Conducir: \_\_\_\_\_ Edo.: \_\_\_\_\_

Nº de CURP: \_\_\_\_\_ (\*Véase la Nota)

Fecha de Nac.: \_\_\_\_\_ Dueño de Negocio de Bienes Raíces:  Sí  No

Es dueño de Residencia:  Sí  No años de Residente: \_\_\_\_\_

### Dueño:

Nombre: \_\_\_\_\_ Propiedad: \_\_\_\_\_ %

Domicilio: \_\_\_\_\_ Col.: \_\_\_\_\_

Cd.: \_\_\_\_\_ Edo.: \_\_\_\_\_ C. P.: \_\_\_\_\_ País: \_\_\_\_\_

Nº tel. de casa: \_\_\_\_\_ Cel.: \_\_\_\_\_ Beeper: \_\_\_\_\_

Nº. de Lic. de Conducir: \_\_\_\_\_ Edo.: \_\_\_\_\_

Nº de CURP: \_\_\_\_\_ (\*Véase la Nota)

Fecha de Nac. \_\_\_\_\_ Dueño de Negocio de Bienes Raíces:  Sí  No

Es dueño de Residencia:  Sí  No años de Residente: \_\_\_\_\_

Referencias (Enumere todas las otras subastas que ha asistido):

Número Telefónico:

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

# Información de Crédito del Comerciante

Auction ACCESS® Identificación del Comerciante: \_\_\_\_\_

Banco 1: _____	Nombre de Contacto: _____		
Dirección: _____			
Colonia: _____			
Ciudad: _____	Estado/Provincia: _____	Código Postal: _____	País: _____
Nº Telefónico: _____	Nº de Fax: _____	Fecha Abierta: _____	
Nº de Ruta: _____	Nº de Cuenta: _____		

Banco 2: _____	Nombre de Contacto: _____		
Dirección: _____			
Colonia: _____			
Ciudad: _____	Estado/Provincia: _____	Código Postal: _____	País: _____
Nº Telefónico: _____	Nº de Fax: _____	Fecha Abierta: _____	
Nº de Ruta: _____	Nº de Cuenta: _____		

Banco 3: _____	Nombre de Contacto: _____		
Dirección: _____			
Colonia: _____			
Ciudad: _____	Estado/Provincia: _____	Código Postal: _____	País: _____
Nº Telefónico: _____	Nº de Fax: _____	Fecha Abierta: _____	
Nº de Ruta: _____	Nº de Cuenta: _____		

Plan Financiero o de Planta:			
Compañía: _____	Nombre de Contacto: _____		
Filial: _____			
Dirección: _____			
Colonia: _____			
Ciudad: _____	Estado/Provincia: _____	Código Postal: _____	País: _____
Nº Telefónico: _____	Nº de Fax: _____	Fecha Abierta: _____	
Nº de Cuenta de Planta: _____			
Límite de Crédito de Cuenta de Planta: _____			
Fecha cuando se abrió la Cuenta: _____			

Plan Financiero o de Planta:			
Compañía: _____	Nombre de Contacto: _____		
Filial: _____			
Dirección: _____			
Colonia: _____			
Ciudad: _____	Estado/Provincia: _____	Código Postal: _____	País: _____
Nº Telefónico: _____	Nº de Fax: _____	Fecha Abierta: _____	
Nº de Cuenta de Planta: _____			
Límite de Crédito de Cuenta de Planta: _____			
Fecha cuando se abrió la Cuenta: _____			

**Autorización**

Auction ACCESS® Identificación del Comerciante: \_\_\_\_\_

El Concesionario abajo firmante (“Concesionario”) por medio de este documento, autoriza a AutoTec, LLC, sus afiliados y sus clientes suscritos a AutoTec Auction ACCESS® System (incluyendo Manheim Auction, Inc. y sus subsidiarios, ADESA Corporation, LLC y sus subsidiarios, y todos los actuales y futuros Clientes de Auction ACCESS®, a medida que se vayan suscribiendo al sistema) (“Clientes Suscritos”) a obtener, almacenar, y proporcionar para sus clientes, la información contenida en esta aplicación y cualquier otra información acerca del Concesionario, incluyendo información de Crédito, tal como información bancaria y reportes de crédito y entiende que AutoTec le proporciona esta información a dichos clientes suscritos, sin verificación alguna, aceptándolo “tal como está”, negando expresamente cualquier garantía escrita o implícita acerca de dicha información. Firmando más abajo, el Concesionario (1) está de acuerdo con los términos de esta aplicación y cualesquiera documentos (2) garantiza que la información proporcionada es completa, correcta y verdadera, (3) está de acuerdo con las políticas y procedimientos de cada subasta donde están registrados a través de Auction ACCESS® y (4) está de acuerdo que en cada subasta, AutoTec, LLC, sus afiliados y Clientes de Auction ACCESS® podrán contactar al Concesionario de parte de ellos mismos o de parte de sus respectivos vendedores, consignadores, u otros clientes, para cualquier propósito comercial o publicitario, mediante el número de teléfono (ya sea del negocio o empresa, casa o celular), número de fax, dirección de correo electrónico, y cualquier otra forma de contacto proporcionada en esta aplicación, con respecto al negocio del Concesionario. Cada uno de los firmantes acepta en su capacidad individual que Auto Tec, LLC sus afiliados, y sus clientes suscritos podrán obtener, guardar, proveer y utilizar información crediticia del mismo, incluyendo información bancaria y reportes de crédito, de la misma manera como la descrita anteriormente para el Concesionario.

**Firmantes:**

\_\_\_\_\_  
Nombre Legal del Concesionario (Corp/LLC/LLP/Individual)

\_\_\_\_\_  
Nombre de Comercio del Concesionario (Letras de molde o de máquina Por favor)

Por: \_\_\_\_\_ Testigo /Atestiguado: \_\_\_\_\_  
Firma del Agente Autorizado (Dueño/Oficial/Gerente)

\_\_\_\_\_  
**LETRA IMPRENTA** Nombre del Agente Autorizado (Dueño/Oficial/Gerente)

El/Ella: \_\_\_\_\_ Fecha: \_\_\_\_\_  
Título del Agente Autorizado (Dueño/Oficial/Gerente)

Información sobre la Concesión del Concesionario (si es aplicable)			
Nombre de Concesión	Nº de Concesión	Nombre de Concesión	Nº de Concesión
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



## Carta de Autorización Bancaria

A Quien Concierna:

La presente autorización es para permitir que mi negocio participe en Auction *ACCESS*<sup>®</sup> con el fin de mejorar nuestro negocio al por mayor de automóviles y así poder utilizar nuestras cuentas bancarias con respecto al mismo, yo por medio de la presente autorizo a hacer lo siguiente:

- Entregar información de crédito a petición de los Clientes Suscritos a Auction *ACCESS*<sup>®</sup>, Auto Tec, LLC y/o sus afiliados.
- Incluir la información contenida en la carta de referencia bancaria adjunta con respecto a mi negocio incluyendo cuentas bancarias relacionada con el mismo, como sea solicitado por los Clientes Suscritos a Auction *ACCESS*<sup>®</sup>, Auto Tec, LLC y/o sus afiliados.
- Esta información podrá ser compartida por cualquier Cliente Suscrito a Auction *ACCESS*<sup>®</sup> en la que yo decida subscribirme.

La información se utilizará con propósitos de negocio con respecto el Sistema de Auction *ACCESS*<sup>®</sup> y/o programas afiliados proporcionado para los Clientes Suscritos.

Número de Auction *ACCESS*<sup>®</sup>: \_\_\_\_\_

Nombre del Negocio: \_\_\_\_\_

Dirección del Negocio: \_\_\_\_\_

\_\_\_\_\_

**Se agradece la atención pronta para contestar la Carta de Referencia Bancaria.**

Sinceramente,

\_\_\_\_\_  
Nombre del negocio

By: \_\_\_\_\_  
Nombre del Agente autorizado para firmar  
(IMPRENTA)

Its: \_\_\_\_\_  
Título

\_\_\_\_\_

Firma del agente autorizado en la cuenta.



# Bank Reference Letter

AA Subscribing Customer: _____
Address: _____
City: _____
St/Prov: _____ Postal Code: _____
Phone: _____
Fax: _____

Auction ACCESS® Dealer ID: \_\_\_\_\_

Dealership Name: \_\_\_\_\_ Owner/Officer Name: \_\_\_\_\_

Bank Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Bank Address: \_\_\_\_\_ ABA#: \_\_\_\_\_

Bank City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Bank Reference Phone: \_\_\_\_\_ Bank Reference Fax: \_\_\_\_\_

Attention Credit Department or Officer:

The aforementioned Dealership has listed your bank as its principal banking reference.

AutoTec, LLC has compiled and maintains a national database, Auction ACCESS®, which contains information on licensed new and used car dealers for use by its automobile industry customers. Since the automobile auctions frequently guarantee dealer checks for cars bought at their auctions, they require that all dealers who do business with the auctions establish their financial responsibility.

We would be grateful if you would check mark below your estimate of this account. This information will be incorporated into the Auction ACCESS® database; otherwise, this information will be kept strictly confidential and will be used only for our purposes and the purposes of our Subscribing Customers. **Please return this completed letter directly to the above address.**

Dealership has been banking with your bank since: \_\_\_\_\_

Type(s) of accounts held:	<input type="checkbox"/> Regular Account	Account is:	<input type="checkbox"/> Satisfactory	Open Date: _____
	<input type="checkbox"/> Special Account		<input type="checkbox"/> Unsatisfactory	
	<input type="checkbox"/> Loan Account		<input type="checkbox"/> Closed	Closed Date: _____

The Customer is:

- A valued customer with a good reputation and financial responsibility
- Honest and reliable, but limited capital resources
- Unknown to us
- A new customer – our experience is limited

Average Balances for six months are:

<input type="checkbox"/> Low	<input type="checkbox"/> 3 figures
<input type="checkbox"/> Moderate	<input type="checkbox"/> 4 figures
<input type="checkbox"/> Medium	<input type="checkbox"/> 5 figures
<input type="checkbox"/> High	<input type="checkbox"/> 6 figures

Negative Balance

Insufficient Checks or Drafts:	How Many? _____	<input type="checkbox"/> Does not issue
Overdrafts:	How Many? _____	<input type="checkbox"/> Does not issue

Maximum Credit recently extended: \$ \_\_\_\_\_ Secured \$ \_\_\_\_\_ Unsecured

Do you floor plan this Customer?  Yes  No

Floor Plan Line: \$ \_\_\_\_\_ New \$ \_\_\_\_\_ Used

Floor Plan Outstanding: \$ \_\_\_\_\_ New \$ \_\_\_\_\_ Used

Do you accept their Drafts?  Yes  No Are all Drafts picked up within 48 hours?  Yes  No

Physical Address of bank for sight Draft: \_\_\_\_\_

Remarks: \_\_\_\_\_

Signature of Bank Official: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Thank you for your assistance.



## Owners and Principals Form

Auction ACCESS® Dealership ID: \_\_\_\_\_

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

Each of the individuals signing below do hereby authorize and acknowledge in his/her individual capacity by his/her signature that personal information, including without limitation credit information, such as bank information and credit reports, may be obtained, stored, provided, and used by AutoTec, LLC, its affiliates, and its customers that subscribe to AutoTec’s Auction ACCESS system (including Manheim Auctions, Inc. and its subsidiaries, ADESA Corporation, LLC and its subsidiaries, and all other current and future Auction ACCESS subscribing customers, as they may be enrolled from time to time) (“Customers”). AutoTec provides this information to said Customers without verifying the same, on an “as is” basis, expressly disclaiming any express or implied warranties regarding such information.

Please list below all Owners and Principals for the Dealership. This would include owners, partners, shareholders, members, officers, and any other individual considered a principal of the Dealership. Please use multiple forms if necessary.

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

Ownership %, if applicable: \_\_\_\_\_

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

.....

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

Ownership %, if applicable: \_\_\_\_\_

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

.....

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

Ownership %, if applicable: \_\_\_\_\_

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

.....

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

Ownership %, if applicable: \_\_\_\_\_

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



## Carta de autorización para el representante

Número AA del negocio: \_\_\_\_\_ Número AA del representante: \_\_\_\_\_

A quien concierne:

El negocio abajo mencionado autoriza y registra en la fecha señalada a la siguiente persona como Representante Autorizado ante todos los clientes suscritos a Auction ACCESS® donde el negocio esté registrado para hacer transacciones. El Negocio entiende y afirma, y el Representante reconoce y autoriza con su firma, incluso sin limitación la información dada abajo, que la información dada será almacenada y proporcionada por AutoTec, LLC a sus Clientes Suscritos.

\_\_\_\_\_  
Nombre legal del representante (**Letra Imprenta**)      Firma del Representante

\_\_\_\_\_  
Nº de identificación personal del gobierno      Fecha de nacimiento  
**NOTA:** En EEUU – provea SSN, En Canadá, provea SIN, en México provea el CURP

\_\_\_\_\_  
Nº de licencia de conducir      Fecha de expedición      Fecha de expiración      Estado

\_\_\_\_\_  
Dirección      Colonia

\_\_\_\_\_  
Ciudad      Estado      País      Código Postal

\_\_\_\_\_  
Número telefónico      Número celular

\_\_\_\_\_  
E-mail

El Representante está autorizado a comprar y vender automóviles para el Negocio, puede también expedir cheques de la compañía, autorizar el retiro automático de fondos y a utilizar cualquier otro medio o documento en nombre del negocio ante cualquiera de nuestros clientes suscritos en donde este hace o haría transacciones. Esta autorización esta vigente hasta que el negocio provea una Carta de Remoción o Terminación del Representante. El negocio garantiza todas las obligaciones y transacciones del Representante autorizado y se compromete a indemnizar por cualquier daño o perjuicio, pérdida o gastos incurridos por este en contra de AutoTec LLC y sus clientes, incluyendo sus agentes y afiliados. Esta garantía incluyendo sus agentes y afiliados. Esta garantía incluye y no se limita a pérdida de cheques de cuentas sin fondos, retiro de cuentas sin fondos, títulos defectuosos y declaración falsa o errónea en cuanto al millaje del odómetro, lo mismo que todo gasto incurrido por dichas pérdidas, incluyendo gastos legales.

\_\_\_\_\_  
Nombre Legal del Concesionario (Corp/LLC/LLP/Individual)      Nº Licencia Comercial y Edo. que expidió

\_\_\_\_\_  
Nombre de Comercio del Concesionario (Letras de molde o de máquina Por favor)

Por: \_\_\_\_\_ Testigo /Atestiguado: \_\_\_\_\_

**Firma** del Agente Autorizado (Dueño/Oficial/Gerente)

\_\_\_\_\_  
Nombre del Agente Autorizado (Dueño/Oficial/Gerente) (**LETRA IMPRENTA**)

\_\_\_\_\_  
Título del Agente Autorizado (Dueño/Oficial/Gerente)      Fecha: \_\_\_\_\_



Utah State Tax Commission  
**Exemption Certificate**  
 (Sales, Use, Tourism and Motor Vehicle Rental Tax)

**TC-721**  
 Rev. 9/05

Name of business or institution claiming exemption (purchaser)		Telephone Number	
Street Address	City	State	ZIP Code
Authorized Signature	Name (please print)	Title	
<b>Name of Seller or Supplier:</b>			Date

The person signing this certificate **MUST** check the applicable box showing the basis for which the exemption is being claimed. Questions should be directed (preferably in writing) to Taxpayer Services, Utah State Tax Commission, 210 N 1950 W, Salt Lake City, UT 84134. Telephone (801) 297-2200, or toll free 1-800-662-4335.

**DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION**  
 Keep it with your records in case of an audit.

Sales tax account numbers with an "H" prefix are not to be used for tax-free purchases for resale or re-lease.

- RESALE OR RE-LEASE** Sales Tax License No. \_\_\_\_\_  
 I certify I am a dealer in tangible personal property or services and the tangible personal property or services purchased are for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax on the proper cost thereof directly to the Tax Commission on my next regular sales and use tax return.
- AGRICULTURAL PRODUCER**  
 I certify the items purchased will be used primarily and directly in a commercial farming operation and qualify for the Utah sales and use tax exemption.
- COMMERCIAL AIRLINES**  
 I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.
- COMMERCIALS, FILMS, AUDIO AND VIDEO TAPES**  
 I certify that purchases of commercials, films, prerecorded video tapes, prerecorded audio program tapes or records are for sale or distribution to motion picture exhibitors, or commercial television or radio broadcasters. If I subsequently resell items to any other customer, or use or consume any of these items, I will report any tax liability directly to the Tax Commission.
- FILM, TELEVISION, VIDEO**  
 I certify that purchases, leases or rentals of machinery or equipment will be used by a motion picture or video production company for the production of media for commercial distribution.
- CONSTRUCTION MATERIALS PURCHASED FOR SCHOOLS OR RELIGIOUS AND CHARITABLE ORGANIZATIONS**  
 I certify the construction materials purchased are purchased on behalf of a public elementary or secondary school or religious or charitable organization. I further certify the purchased construction materials will be installed or converted into real property owned by the school or religious or charitable organization.  
 Name of school or religious or charitable organization: \_\_\_\_\_  
 Name of project: \_\_\_\_\_
- ENERGY-RELATED EQUIPMENT** Sales Tax License No. \_\_\_\_\_  
 I certify the machinery or equipment leased or purchased will be used to create or expand the operations of a renewable energy production facility, a waste energy production facility, or a facility that produces fuel from biomass energy.
- FUELS, GAS, ELECTRICITY** Sales Tax License No. \_\_\_\_\_  
 I certify all natural gas, electricity, coal, coke, and other fuel purchased will be used for industrial use only and not for residential or commercial purposes. Include the business Standard Industrial Code, and state the predominant use of the fuel covered by the exemption.  
 Standard Industrial Code: \_\_\_\_\_ Use of the fuel: \_\_\_\_\_
- MUNICIPAL ENERGY SALES AND USE TAX EXEMPTION**  
 I certify the natural gas or electricity purchased: is for resale; is prohibited from taxation by federal law, the U.S. Constitution, or the Utah Constitution; is for use in compounding or producing taxable energy; is subject to tax under the Motor and Special Fuel Tax Act; is used for a purpose other than as a fuel; is used by an entity exempted by municipal ordinance; or is for use outside a municipality imposing a municipal energy sales and use tax. The normal sales tax exemptions under Utah Code §59-12-104 do not apply to the Municipal Energy Sales and Use Tax.
- POLLUTION CONTROL FACILITY** Sales Tax License No. \_\_\_\_\_  
 I certify our company has been granted a "Certification of Pollution Control Facilities" as provided for by Utah Code §§19-2-123 through 19-2-127 and as explained in Tax Commission Rule R865-19S-83 by either the Air Quality Board or the Water Quality Board. I further certify each item of tangible personal property purchased under this exemption is qualifying machinery or equipment for this purpose.

**MEDICAL EQUIPMENT**

I certify the equipment or device checked below is prescribed by a licensed physician for human use.

- Durable Medical Equipment primarily used to serve a medical purpose, is not worn in or on the body, and is for home use only. (Sales of spas and saunas are taxable.)
- Mobility Enhancing Equipment primarily used to increase the ability to move from one place to another, is for use in a home or motor vehicle and is not used by persons with normal mobility.
- Prosthetic Device used to replace a missing portion of the body, to prevent or correct a physical deformity/malfunction or support a weak or deformed portion of the body. (Sales of corrective eyeglasses, contact lenses and dental prostheses are taxable.)

**LEASEBACKS**

I certify the tangible personal property leased satisfies the following conditions: (1) the property is part of a sale-leaseback transaction; (2) sales or use tax was paid on the initial purchase of the property; and, (3) the leased property will be capitalized and the lease payments will be accounted for as payments made under a financing arrangement.

**STEEL MILL EXEMPTION**

I certify the rolls, rollers, refractory brick, electric motors or other replacement parts will be used in the furnaces, mills or ovens of a steel mill as described in Standard Industrial Code (SIC) 3312.

**MAILING LISTS**

I certify these printed mailing lists or electronic databases are used to send printed material that is delivered by U.S. mail or other delivery service to a mass audience where the cost of the printed material is not billed directly to the recipients.

**MANUFACTURING MACHINERY AND EQUIPMENT EXEMPTION FOR NEW OR EXPANDING OPERATIONS, NORMAL OPERATING REPLACEMENTS, OR SCRAP RECYCLING** Sales Tax License No. \_\_\_\_\_

I certify the manufacturing machinery or equipment purchased is for use in new or expanding operations or for normal operating replacements in a Utah manufacturing facility described within the SIC Codes of 2000-3999 or in a qualifying scrap recycling operation. This exemption does not apply to parts or services for repairs or maintenance. **A separate exemption certificate must be presented for each subsequent purchase, at the time of purchase.** Failure to report these purchases on the information line of the manufacturer's or scrap recycler's sales and use tax return may subject the manufacturer or scrap recycler to a penalty equal to the lesser of \$1,000 or 10 percent of the sales and use tax that would have been imposed if the exemption had not applied.

**SEMICONDUCTOR FABRICATING OR PROCESSING MATERIAL EXEMPTION**

I certify the fabricating or processing material purchased is for use in manufacturing or fabricating semiconductors. Failure to report these purchases on the information line of the semiconductor manufacturer's sales and use tax return may subject the semiconductor manufacturer to a penalty equal to the lesser of \$1,000 or 10 percent of the sales and use tax that would have been imposed if the exemption had not applied.

**RELIGIOUS OR CHARITABLE INSTITUTION**

Sales Tax Exemption No. **N** \_\_\_\_\_

I certify the tangible personal property or services purchased will be used or consumed for essential religious or charitable purposes. **This exemption can only be used on purchases totaling \$1,000 or more, unless the sale is pursuant to a contract between the seller and purchaser.**

**SKI RESORT EXEMPTION**

Sales Tax License No. \_\_\_\_\_

I certify the snowmaking equipment, ski slope grooming equipment or passenger ropeways purchased are to be paid directly with funds from the ski resort noted on the front page of this form.

**TOURISM/MOTOR VEHICLE RENTAL TAX EXEMPTION**

I certify the motor vehicle being leased or rented will be temporarily used to replace a motor vehicle that is being repaired pursuant to a repair or an insurance agreement; the lease will exceed 30 days; the motor vehicle being leased or rented is registered for a gross laden weight of 12,001 pounds or more; or, the motor vehicle is being rented or leased as a personal household goods moving van. This exemption applies only to the tourism tax (up to 7 percent) and the short-term motor vehicle rental tax (Transportation Corridor Funding – 2.5 percent) – not to the state, local, transit, zoo, hospital, highways, county option or resort sales tax.

**UNITED STATES GOVERNMENTAL OR NATIVE AMERICAN TRIBAL EXEMPTION**

I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on the front page of this form and will be used in the exercise of essential governmental or tribal functions. NOTE: Includes sales of tangible personal property to federally chartered credit unions. "Directly" does not include per diem, entity advances, or similar indirect payments.

**UTAH STATE AND LOCAL GOVERNMENTS AND PUBLIC ELEMENTARY AND SECONDARY SCHOOLS**

Sales Tax License No. \_\_\_\_\_

I certify the tangible personal property or services purchased are to be paid directly with funds from the entity noted on the front page of this form and will be used in the exercise of that entity's essential functions. If the purchaser noted on the front page of this form is a Utah state or local government, these construction materials will be installed or converted into real property by employees of this government entity. If the purchaser noted on the front page of this form is a public elementary or secondary school, these construction materials will be installed or converted into real property owned by this school. "Directly" does not include per diem, entity advances, or similar indirect payments. **CAUTION:** This exemption does not apply to government or educational entities of any other states.

To be valid this certificate must be filled in completely, including a check mark in the proper box.

**A sales tax license number is required only where specifically indicated.**

Please sign, date and, if applicable, include your license or exemption number.

**NOTE TO SELLER:** Keep this certificate on file since it must be available for audit review.

**NOTE TO PURCHASER:** Keep a copy of this certificate for your records. You are responsible to notify the seller of cancellation, modification, or limitation of the exemption you have claimed.

If you need an accommodation under the Americans with Disabilities Act, contact the Tax Commission at (801) 297-3811 or TDD (801) 297-2020. Please allow three working days for a response.

**DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION**  
**Keep it with your records in case of an audit.**