

## Agreement

\_\_\_\_\_ (hereinafter referred to as ‘*Company/Purchaser, etc.*’) and the State of Vermont Department of Motor Vehicles (hereinafter referred to as ‘*State*’) agree as follows:

1. It is understood by the parties that, except under certain circumstances, pursuant to the Driver Privacy Protection Act of 1994 (DPPA), the disclosure or re-disclosure of personal information obtained by departments of motor vehicles in connection with a motor vehicle record is a violation of Federal Law. It is further understood and agreed by *Company/Purchaser, etc.*, that in the event of any resale or redisclosure of personal information covered by the DPPA, *Company/Purchaser, etc.*, must keep, for a period of five years, records identifying each person or entity that receives information and the permitted purpose for which the information will be used. The *Company/Purchaser, etc.*, must make such records available to the *State* upon request.
2. *Company/Purchaser, etc.*, agree to use the information only for the purpose(s) stated in the “statement of intended use” section below.

### Statement of Intended Use

1. The State of Vermont Department of Motor Vehicles will allow *Company/Purchaser, etc.*, access to certain of its records only for those purposes specifically authorized by the DPPA. The information being requested by *Company/Purchaser, etc.*, is for the following use(s):
2. *Company/Purchaser, etc.*, agrees that it will not resell, furnish or otherwise make available any personal information supplied pursuant to this agreement to other persons for use in direct mail advertising or other types of mailing.
3. *Company/Purchaser, etc.*, agrees that it will not assign this agreement or any interest herein without the previous consent in writing of the *State*.
4. The *State* may suspend this agreement for the balance of its term in the event of a material violation of this agreement.

5. The **State** agrees to furnish the **Company/Purchaser, etc.**, an agreed-upon method of data transfer of all entries to the Motor Vehicle responsive to this request. The records will be provided to Company/Purchaser, etc. *(please check one)*:

Weekly    Monthly    Quarterly    Per Request

6. **Tolling Agencies:** The **State** will respond with "no record found" for requests that do not uniquely identify a registration record. The **State** will revoke this agreement immediately if the **Company/Purchaser, etc.**, attempt to circumvent this requirement by sending multiple requests until a result is provided.

7. Company/Purchaser, etc., will pay the **STATE** based upon 23 V.S.A. §§104, 114(a) for the above-mentioned records. Payment shall be made no later than 15 days after the date of the **State's** invoice for all information provided.

8. The State will bill quarterly (if payment is required). Invoices should be sent to:

Agency Name \_\_\_\_\_

Address \_\_\_\_\_

9. Point of Contact

Name \_\_\_\_\_ Position \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

9. **Company/Purchaser, etc.**, agrees to indemnify the **State**, its officers, agents, and employees, with respect to any claims asserted against the State of Vermont, its officers, agents, and employees under either or both the Federal Fair Credit Reporting Act (P.L. 91-508) and the distribution and use of such records or otherwise arising out of the furnishing of motor vehicle records to **Company/Purchaser, etc.**, by the **State**.

10. This agreement shall remain in full force and effect unless canceled by either party upon thirty (30) days written notice or at any time with the mutual consent of both parties. If the **Company/Purchaser, etc.**, discloses personal information obtained under this agreement in a manner not permitted under this agreement, this agreement shall become null and void immediately.

11. This agreement may be revised or amended in writing by mutual consent of the parties.

***Appropriate documents identifying the Company/Purchaser are required, along with a Statement as to why the Company/Purchaser feels it qualifies for the information under the DPPA.***

\_\_\_\_\_  
Signature ~ Name, Title

\_\_\_\_\_  
Company/Agency/Department

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

**Department of Motor Vehicles**

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

**FOR DEPARTMENT USE ONLY**

**Registration**

- Make             VIN Number         Registration No.     Model Year  
 Color             Weight             Fuel Type           Vehicle Type

**License**

- Lic. Type         Lic. Class         Issue Date         Expire Date

**Name File**

- PID             Name             Address         DOB         POB         Sex  
 Eye Color     Height         Weight

**Crash**

- Date         Collided With     Fatality         Damage         Who

**Conviction**

- Lic. Status     Conviction Code  Susp./Rein. Date

**CDL**

- Issue Date     Expire Date     Com. Endorse.     Non-Com. Endorse.  
 Lic. Class

**Title**

- Make             Model             Year             Odometer         Title Brand  
 New/Used     Lien Information  VIN

**Financial Responsibility**

- Filing Status     Conv. Code         Ins. In Force

**Motorboat**

- Make             Length         Hull             Motor         Fuel         HIN  
 Reg. Number

**Snowmobile**

- Make             ID Number         Reg. Number