



STATE OF VERMONT  
AGENCY OF TRANSPORTATION  
DEPARTMENT OF MOTOR VEHICLES  
120 State Street  
Montpelier, VT 05603-0001



## AGREEMENT

\_\_\_\_\_ ('Purchaser') and the Vermont Department of Motor Vehicles ('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 (P.L. 103-322), 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 (DPPP Agreement). It is further understood and agreed by the **Company/Purchaser, etc.**, that in the event of any resale or redisclosure of personal information covered by the Act, **the 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 Department upon request.
2. 'Purchaser' agrees that it will use the information only for the purpose(s) stated on page 3 of this form.

### STATEMENT OF INTENDED USE

3. 'Purchaser' 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.
4. 'Purchaser' agrees that it will not assign this agreement or any interest herein without the previous consent in writing of the 'State'.
5. The 'State' may suspend this agreement for the balance of its term in the event of a material violation of this agreement.
6. The 'State' agrees to furnish 'Purchaser' a magnetic tape or other agreed upon method of data transfer of all entries to the Motor Vehicle record to include (Data Sheet – Attachment C). The records will be provided to the 'Purchaser' on the following basis (*please check one*):  
 **Weekly**,  **Monthly**,  **Quarterly**, or  **Per Request**
7. 'Purchaser' shall furnish all magnetic tape media for tape copying or other agreed upon method of data transfer, along with shipping supplies. 'Purchaser' will assume all costs for shipment of tapes to its office via United Parcel Service or Federal Express.
8. 'Purchaser' 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.

9. The 'State' will bill for its services on a quarterly basis. Invoices shall be sent to:

**Billing Company:** \_\_\_\_\_  
**Billing Address:** \_\_\_\_\_  
**Billing City:** \_\_\_\_\_  
**Billing State:** \_\_\_\_\_  
**Billing Zip:** \_\_\_\_\_

10. All processed tapes shall be shipped to:

**Shipping Company:** \_\_\_\_\_  
**Shipping Address:** \_\_\_\_\_  
**Shipping City:** \_\_\_\_\_  
**Shipping State:** \_\_\_\_\_  
**Shipping Zip:** \_\_\_\_\_

11. Contact Person Information:

**Contact Person:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_

12. 'Purchaser' agrees to indemnify the State of Vermont, 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 'Purchaser' by the 'State'.

13. This agreement shall remain in full force and effect unless canceled by either party upon thirty (30) days written notice or at anytime with the mutual consent of both parties. In the event that the 'Purchaser' discloses personal information obtained pursuant to this agreement in a manner not permitted under this agreement, this agreement shall become null and void immediately.

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

_____ Signature ~ Name, Title
_____ Company Name
_____ Company Address
_____ Telephone Number

**Department of Motor Vehicles**

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

## STATEMENT OF INTENDED USE

The Department of Motor Vehicles will allow the 'Purchaser' access to certain of its records only for those purposes specifically authorized by the Driver Privacy Protection Policy.

The information being requested by the 'Purchaser' is for the following use(s):

1.

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2.

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3.

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***Appropriate documents identifying the 'Purchaser' are required along with a statement as to why the 'Purchaser' feels it qualifies for the information under Vermont's Driver Privacy Protection Policy.***

**FOR DEPARTMENT USE ONLY**

**Database:**

**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

**Accident**

- 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