



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



AGREEMENT

The Vermont Department of Motor Vehicles, hereinafter referred to as **the DMV**, and

hereinafter referred to as **the Company**, by and through their undersigned, authorized agents hereby agree as follows:

The DMV will allow **the Company** to obtain certified three-year operating records from **the DMV**'s files by means of teleprocessing equipment to be acquired, installed and maintained at the sole expense of **the Company**.

These certified three-year operating records must be formatted by **the Company** in exactly the same manner as they are formatted by **the DMV**. Any other format used by **the Company** may only be used upon written approval of **the DMV**. This requirement must be included in any agreements entered into by **the Company** and any third parties.

The Company shall pay the fee established by the provisions of 23 V.S.A. Section 114, subject to any amendments thereto, for each certified three-year operating record obtained.

As a condition to the operation of this record retrieval system, **the Company** shall maintain on deposit with **the DMV** an amount equal to the estimated fees for access to all such records to be obtained in a three-month period or a minimum deposit of \$500.00 (whichever is greater). The initial deposit shall be \$ _____ which shall be paid prior to commencement of the record retrieval system described herein. The amount of the deposit may be increased from time to time at the discretion of **the DMV** as the volume of records obtained may warrant. **The DMV** shall notify **the Company** in writing of any additional deposit required and it shall be paid within thirty (30) days of such notice.

As **the Company** obtains records, the fees for same will be deducted from the deposit. **The DMV** shall, on a monthly basis, submit a bill to **the Company** for the amount due in order to restore the deposit to the required amount. **The Company** shall pay to **the DMV** such amount within thirty (30) days of the date of such billing. If such amount remains unpaid after forty-five (45) days from the date of billing, access to records via teleprocessing equipment by **the Company** shall be terminated. All amounts due **the DMV** shall be deducted from the then existing deposit and any existing balance shall be returned to **the Company** or **the DMV** shall submit a bill for any remaining amount due which **the Company** shall pay immediately, as the case may be.

The Company shall not commence access to the records prior to receipt of a written notice to proceed from **the DMV**.

It is further understood and agreed by **the Company** that in the event of any resale or re-disclosure of personal information covered by the *Driver Privacy Protection Act of 1994, 18 U.S.C. §2721 et seq.*, **the Company** 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** must make such records available to **the DMV** upon request.

This agreement may be canceled by either party giving written notice at least thirty (30) days in advance except that the violation of any provision of this agreement will result in **the DMV** immediately withdrawing access to its records by these means and cancellation of this agreement.

Dated at Montpelier, Vermont this _____ day of _____ 20_____.

VERMONT DEPARTMENT OF MOTOR VEHICLES

By: _____

Its Commissioner

Dated at _____
this _____ day of _____ 20_____.

Company Name: _____

By: _____

Its _____