

94 Acoma Blvd South, Suite 101 Lake Havasu City, Arizona 86403 866-406-4127

EMPLOYER COMPLIANCE PACKET INSTRUCTIONS

Thank you for your interest in American Driving Records. Access to driving records is contingent upon the successful completion of the following Compliance Packet. Please follow the instructions for each form listed below. *Failure to do so may cause a delay in processing your application.* All forms are mandatory unless otherwise noted.

Schedule A

- Please complete each section of the "American Driving Records Compliance Sheet". If any section is not applicable to your organization please indicate by marking N/A.
- Service fees must be initialed by subscriber. No exceptions.

Subscription Agreement

• This contract must be completed and signed below "SUBSCRIBER SIGNATURE".

California Records (Optional)

- If you would like California Records please visit the following web address: http://www.mvrs.com/stateinfo/CompliForms/CaliforniaPacket.pdf or call ADR to obtain these forms.
- If you do not wish to have access California records, this form is <u>NOT</u> necessary.
- YOUR ORGANIZATION CANNOT GAIN ACCESS TO CALIFORNIA RECORDS WITHOUT FIRST COMPLETING THESE FORMS. Once completed, send the forms along with \$50 to the CALIFORNIA DMV (address is located on the forms). It can take 6-8 weeks to get approval from the state.
- IF YOU CURRENTLY HAVE ACCESS TO CALIFORNIA RECORDS, PLEASE SUBMIT A COPY OF YOUR APPROVAL LETTER FROM THE CALIFORNIA DMV.

Colorado Agreement

• Please provide the requested information, sign above "Signature Line", and check the appropriate boxes.

Georgia Agreement

• Please provide the requested information and sign next to "Signature of Person Authorized to Sign Contract".

Maryland Agreement

- Please provide the name of your organization on the first blank line along with the month, day, and year. Additionally, please provide the name of your organization on the first blank line of each numbered paragraph.
- Please sign next to "Purchaser" and date.
- Please ensure that a witness has also signed this form immediately to the left of the Purchaser signature.

Michigan Agreement

• Please provide the requested information and sign above "Signature".

Ohio Agreement

- On page one fill in Part A: Name, address, city, state, zip code, company, and telephone number. ADR customers are not required to fill out Part B.
- On the second page, for employment please complete 2 (requires at least Tax identification number) and 13, and for insurance please complete 10 and 13.

Oregon Affidavit

• In order to obtain record(s) from the State of Oregon, you must check one of the intended use statements and then sign above the <u>X</u> "Signature".

EMPLOYER COMPLIANCE PACKET INSTRUCTIONS (continued)

Pennsylvania Affidavit (Optional)

• **IMPORTANT: (ALL INFORMATION ON THIS FORM MUST BE COMPLETE).** The form must be notarized in the space provided at the bottom left and sign above "Signature". **YOUR SIGNATURE DATE MUST MATCH THE NOTARY DATE.** (Approval may take up to 6-8 weeks).

• YOU MUST PROVIDE THE ORIGINAL COPY OF THE FORM TO ADR.

Washington

• Please provide the requested information and sign above "Signature"

Instant MVR User Registration Form

- Please complete **ALL** areas.
- Must have **TWO (2)** signatures.
- Please fax this back to 928-505-0105.

When all forms are complete, please return them to First Advantage ADR at your earliest convenience. If you have any questions, please contact your First Advantage ADR representative or our office at (866) 837-3295.

Thank you again for your interest in First Advantage ADR!

SCHEDULE A - EMPLOYER AMERICAN DRIVING RECORDS COMPLIANCE SHEET

Company Name:		ADR	Acct. #:
Address:			
City:			Zip:
Mailing Address:			
City:			Zip:
Business Telephone:			
Federal Employer ID No.:		Year Business Establishe	:d:
Date & State of Incorporation:			
Professional/Occupational License			Expires:
USDOT #:	Website (UI	RL):	
Contacts:			
Primary	Phone:	Emai	
Compliance	Phone:	Emai	
IT Accounting	Phone: Phone:	Emai Emai	
Bank References:	a		
Name	Contact	Phone Number	Address
Number of workstations to install?	(Connection Tyme?	
Current MVR Vendor?	A	verage Monthly Orders?	
	Deliver	y Method	
		-	
[] Compris	e [] Applied []*WebMVR []XM	[L
	Schedule B		
*The following states prohibit t	he <i>transmission</i> of their sta	ate's reports over the Internet:	Washington
*The following states prohibit t	he display of their state's re	ports over the Internet:	
1. Washington 2. Wy		-	

(Employer) SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made effective as of (the "Effective Date") by and between American Driving Records, Inc., a California corporation, (hereinafter "ADR,") having offices at 2860 Gold Tailings Court, Rancho Cordova, CA 95670; and , (hereinafter "Subscriber"), having offices at . In consideration of the representations, warranties, covenants, and mutual promises contained in this Agreement, ADR and Subscriber

. In consideration of the representations, warranties, covenants, and mutual promises contained in this Agreement, ADR and Subscriber agree as follows:

Article I – Definitions

1.01 The following terms and those terms defined elsewhere in this Agreement, throughout this Agreement and any exhibits or schedules to this Agreement, have the meanings provided. Defined terms may be used in the singular and the plural:

a. "ADR System" means the proprietary system developed and operated by ADR for facilitating requests for, and retrieval and distribution of DMV Data from Jurisdictions with which ADR maintains license arrangements, and which comprises a gateway server or servers, and other equipment, ADR proprietary software, and telecommunication lines.

b. "DMV Data" means data provided by or through a Jurisdiction regarding driver, vehicle, title and registration histories, and any Personal Information contained in those histories.

c. "DPPA" means the Driver's Privacy Protection Act (18 USC §2721 et seq.) and any amendments thereto, regulations promulgated there under from time to time, or legislation enacted to add to or supplant any of the foregoing, including, but not limited to, legislation of any Jurisdiction which incorporates any of the foregoing, in whole or in part, or any similar legislation of a Jurisdiction which is based upon or modeled, in whole or in part, on the DPPA.

d. "FCRA" means the Fair Credit Reporting Act (15 USC §§1681, et seq.) and any amendments thereto, regulations promulgated there under, or legislation enacted to add to or supplant any of the foregoing, including, but not limited to, legislation of any Jurisdiction which incorporates the foregoing, in whole or in part, or any similar legislation of any Jurisdiction based upon or modeled, in whole or in part, on the FCRA.

e. "Intellectual Property Rights" means all intellectual property rights, worldwide, arising under statutory or common law, and whether or not perfected, including, but not limited to, all (i) patents and patent applications; ii) rights associated with of authorship including copyrights, copyright works applications, copyright registrations, mask work rights, mask work applications, mask work registrations; (iii) rights relating to the protection of trade secrets and confidential information; (iv) rights relating to trademark, trade dress, or service mark including any common law rights and any state or federal trademark or service mark applications or registrations; (v) divisions, continuations, renewals, reissues and extensions of any of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired; and (vi) any right analogous to those set forth in this definition, and any other proprietary rights relating to intangible property.

f. Jurisdiction" means any federal, state, provincial or local governmental authority, or any agency, department,

bureau, division or other unit of any of the foregoing, including, but not limited to, state departments, agencies, bureaus, or registries, which compile and license or otherwise distribute DMV Data.

g. "Personal Information" means information regarding an individual and comprising all or any of the following: the individual's photograph, social security number, driver identification number, name, address, telephone number

Article II – Subscriber's Business

2.01 Subscriber represents and warrants to ADR that Subscriber is a bona fide employer, which/who in each and every case will obtain the express prior written consent and permission of those of Subscriber's employees or prospective employees about whom Subscriber seeks to obtain or in any manner utilize DMV Data, all of which consents and permissions explicitly authorize the retrieval and use by Subscriber, its agents or contractors of any DMV Data regarding the particular employee or prospective employee in question

Article III – License Grant

3.01 Upon the terms, and subject to the conditions set forth in this Agreement, ADR grants to Subscriber for the License Period, and Subscriber accepts from ADR, a limited, nonexclusive, nontransferable and revocable license to access the ADR System within the United States, at such times as it is generally available, for the sole and exclusive purpose of requesting and receiving DMV Data from Jurisdictions with whom ADR from time to time has database licenses in effect, and to use that DMV Data only for Subscriber's internal business purpose of obtaining and verifying the accuracy of information supplied by an individual during the course of employment or during the hiring process.

3.02 Anything in this Agreement to the contrary and not withstanding the ADR System and all Intellectual Property Rights therein are proprietary to ADR and its third part suppliers or licensors, and ADR and its third party suppliers and licensors as applicable retain ownership of all rights whatsoever in the ADR System and all Intellectual Property Rights therein.

Article IV – Restrictions

4.01 Subscriber must not sell, rent, sub-license, deliver, publish, display, disclose or in any manner distribute any DMV Data to any third party nor permit any third party access to the ADR System. Subscriber acknowledges that ADR obtains DMV Data from various Jurisdictions, all of which strictly limit the use and disclosure of DMV Data. Subscriber further acknowledges that the use and disclosure of DMV Data is restricted by law, including, but not limited to, the DPPA and FCRA. Subscriber must not use, publish or otherwise disclose any DMV Data for any purpose or in any manner violative of any federal, state or local law, rule or regulation, including, but

not limited to, the DPPA, FCRA and any rules or regulations promulgated there under from time to time, as well as any other laws regarding access to, use or disclosure of DMV Data or any similar data, or any applicable privacy, data collections or consumer protection laws (collectively hereinafter referred to as "Applicable Laws"). Subscriber is responsible for understanding, staying current and complying with all Applicable Laws. If at any time Subscriber and ADR disagree regarding the intent, effect, necessity to comply with or the interpretation of any Applicable Laws, or any State Form (defined below), Subscriber must conform to ADR's interpretation thereof.

4.02 State Forms. Subscriber is responsible for familiarizing itself and staying current with all specific state forms, certificates of use or other documents or agreements, including any changes, supplements or amendments thereto, from time to time imposed by any Jurisdiction in connection with the ordering or use of DMV Data (collectively "State Forms") and must comply with all applicable requirements concerning the completion and filing of State Forms. Subscriber represents and warrants that it has filed all applicable State Forms required by any Jurisdiction

4.03 Internet Use. If Subscriber orders DMV Data from any Jurisdiction, which prohibits or restricts the use of the Internet for transmission, publication or dissemination of DMV Data, Subscriber must not directly or indirectly transmit, publish or disseminate that DMV Data over the Internet. A list of Jurisdictions currently prohibiting or restricting Internet access to DMV Data is set forth on the attached Schedule B, which is incorporated herein by reference. ADR may add or delete Jurisdictions from that list at any time, upon notice to Subscriber.

4.04 Archiving. Subscriber must not use, compile, or store any DMV Data in any database, or to the end that Subscriber or any other person or entity in any respect develops a source of DMV Data from or in any manner utilizing DMV Data obtained under this Agreement. Subscriber must not, in any respect, retain or permit any other person or entity to retain any DMV Data in any form or in any media or storage device or mechanism, for any period in excess of 60 days following initial receipt of that DMV Data by Subscriber and must, within that time, erase and purge, or cause to be erased and purged all DMV Data from all of Subscriber's computers and storage systems, excepting only where DMV Data is required to be retained for a longer period of time by Applicable Laws.

4.05 No Solicitations. Subscriber must not use or permit others to use any DMV Data for any solicitations, direct mail advertising, or any other mailings or communications.

4.06 Other Restrictions. ADR may from time to time impose additional restrictions, procedures or processes upon Subscriber's access to or use of the ADR System or DMV Data,

or which it believes to be prudent to ensure compliance with Applicable Laws, State Forms or the security, privacy or confidentiality of DMV Data. 4.07 Failure to Comply. Failure of Subscriber to fully comply with the requirements of this Article IV is a material breach of this Agreement and grounds for ADR's immediate termination of this Agreement and all licenses hereunder without notice.

4.08 Audit. Beginning on the Effective Date, Subscriber must maintain all records related to its ordering and using DMV Data, for a period of five years from the date each DMV Data report is ordered under this Agreement. The information retained pursuant to this Section must include without limitation the: request date, requested individual, requestor, and permissible purpose for each DMV Data report, a signed release from the prospective or current employee each time a request is made for employment or employment pre-screening purposes, and any other information sufficient to verify that the ordering and use of the DMV Data complies with the terms of this Agreement and Applicable Laws (collectively the "Reports"). The Reports must be made immediately available to ADR or to any Jurisdiction or other governmental authority for review and copying upon request.

Article V – ADR System Availability

5.01 Access. Subscriber may access the ADR System under this Agreement at such times as the ADR System is generally available, twenty-four hours per day, seven days per week, excluding all governmental or public holidays, and any period during which the ADR System is unavailable, whether due to maintenance, upgrading, modifications undertaken by ADR from time to time, or otherwise.

5.02 Telecommunications. ADR will provide Subscriber with a "toll free" phone number and user identification code or password to access the ADR System, unless otherwise specified in this Agreement. Subscriber assumes all responsibility for the ordering, installation, payment and maintenance of any telephone lines, switches, modems, or other equipment required in Subscriber's office for connection to the ADR System. ADR reserves the right to at any time change or restrict the method used to access the ADR System to facilitate reliable operations. Subscriber is responsible for maintaining the security of any user identification codes or passwords issued by ADR to Subscriber, and Subscriber is responsible for all charges for access to the ADR System or requests for DMV Data initiated under such security codes or passwords.

5.03. Response Time Limitations. Response times for fulfillment of DMV Data requests through the ADR System may be subject to delays occasioned by numerous technical factors which cannot be fully anticipated, including, but not limited to, delays in response times from Jurisdictions, simultaneous session availability, Jurisdiction system traffic, time of day and system usage internal to the Jurisdiction. ADR makes no representation or warranty whatsoever regarding anticipated response times for retrieval or delivery of DMV Data.

5.04 Availability Limitation. ADR does not guarantee availability of the ADR System, or of any DMV Data or any particular database from any particular Jurisdiction. Subscriber acknowledges that Jurisdictions do not guaranty availability of their respective databases or any DMV Data, or any level of service, and all Jurisdictions retain the option, in their sole and absolute discretion, of restricting or terminating access to their databases or DMV Data at any time, or from time to time, on a temporary or permanent basis. Jurisdictions do not guaranty the accuracy or completeness of any DMV Data or other information in their databases, and ADR does not do so either. Any DMV Data or other reports (if any) provided by or through the ADR System or otherwise under this Agreement are provided "As Is" and ADR makes no representation or warranty, nor does it assume any liability for the accuracy or completeness (or lack thereof) of any DMV Data or other information obtained by Subscriber under this Agreement.

Article VI – Indemnification

6.01 Subscriber must, at all times following the Effective Date, indemnify, defend, and hold ADR, its directors, officers, employees, agents, successors and assigns harmless from and against any and all claims, demands, actions, liabilities, judgments, injuries, damages, losses, penalties, expense and costs (including but not limited to reasonable attorneys' fees and court costs) arising or resulting from, or relating to any of the following: (a) any act, error or omission of Subscriber or any of its officers, employees, agents, contractors or clients whether arising from or incident to the performance or nonperformance of any of Subscriber's obligations under or in connection with this Agreement or otherwise; or (b) any use by Subscriber of the ADR System or any DMV Data in any manner violative of Applicable Laws. The provisions of this Section survives any expiration or earlier termination of the License Period or this Agreement

Article VII -- Term of Agreement

7.01 The initial term of this Agreement ("Initial Term") commences on the above written Effective Date and continues for one year thereafter unless sooner terminated in accordance with Article X. The term of this Agreement will be renewed automatically for successive periods of one year each (each a "Renewal Term") effective immediately upon expiration of the Initial Term and any subsequent Renewal Term (if any) unless either ADR or Subscriber provides the other with written notice to the contrary at least 30 days prior to the end of the Initial Term or any Renewal Term. The Initial Term and all Renewal Terms (if any) are, throughout this Agreement, referred to collectively as the "License Period."

Article VIII – Disclaimer of Warranty

THE ADR SYSTEM, DMV DATA OR ANY JURISDICTION'S DATABASE MAY CONTAIN INACCURACIES OR ERRORS. ADR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND ABOUT THE AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS THE ADR SYSTEM, ANY DMV DATA, ANY OF JURISDICTION'S DATABASE OR ANY **INFORMATION** CONTAINED THEREIN, OR ABOUT ANY RESULTS TO BE OBTAINED FROM USING THE ADR SYSTEM, ANY DMV DATA OR ANY JURISDICTION'S DATABASE, USE OF ANY OF WHICH IS AT SUBSCRIBER'S OWN RISK. THE ADR SYSTEM, ANY DMV DATA, ANY JURISDICTION'S DATABASE AND ANY INFORMATION CONTAINED THEREIN IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND.

ADR AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ANY AND ALL. REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE ADR SYSTEM, ANY DMV DATA OR ANY JURISDICTION'S DATABASE OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF CONDITIONS OF TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS. MERCHANTIBILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT ADR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE. ADR FURTHERMORE EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY THIRD PARTY WITH RESPECT TO THE ADR SYSTEM, DMV DATA, ANY JURISDICTION'S DATABASE OR ANY PART THEREOF.

IN ANY EVENT, THE LIABILITY OF ADR TO SUBSCRIBER OR ANYONE CLAIMING BY, THROUGH OR UNDER SUBSCRIBER FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM. WHETHER IN CONTRACT. TORT OR OTHERWISE WITH RESPECT TO THE ADR SYSTEM, ANY DMV DATA, ANY JURISDICTION'S DATABASE OR ANY PART THEREOF, OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE LIMITED TO THE AMOUNT OF TRANSACTION FEES PAID BY SUBSCRIBER TO ADR UNDER THIS AGREEMENT FOR THE 30 DAYS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT WHICH IS THE BASIS OF THE CLAIM; PROVIDED, HOWEVER, THAT IN NO EVENT WILL ADR OR ANY ADR AFFILIATE OR ANY OF THEIR RESPECTIVE SUPPLIERS BE LIABLE TO SUBSCRIBER OR ANYONE CLAIMING BY, THROUGH, OR UNDER SUBSCRIBER, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFIT OR REVENUES, OR ANY DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION OR OTHERWISE RESULTING FROM USE OR INABILITY TO USE THE ADR SYSTEM, ANY DMV DATA OR ANY JURISDICTION'S DATABASE OR ANY SERVICES UTILIZING ANY OF THE FOREGOING IN ANY RESPECT, OR ANY FAILURE OR DELAY OF ADR IN PROVIDING ANY UPDATE OR REVISION THEREOF, OR RELATED TO THE ACCURACY OR CORRECTNESS THEREOF ANY **INFORMATION** OR CONTAINED THEREIN, OR ARISING FROM OR BASED UPON THE COMBINATION, OPERATION OR USE OF THE ADR SYSTEM WITH EQUIPMENT, DATA OR PROGRAMMING NOT SUPPLIED BY ADR, OR ARISING FROM ANY ALTERATION OR MODIFICATION OF THE ADR SYSTEM OR ANY DMV DATA, AND WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT ADR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The provisions of this Section allocate the risks under this Agreement between Subscriber and ADR, and survive any expiration or earlier termination of this Agreement. ADR' pricing reflects this allocation of risk and limitation of liability.

Article IX – Termination

9.01 Notwithstanding anything in this Agreement to the contrary, at any time during the License Period, ADR or Subscriber each may terminate this Agreement without cause upon 30 days prior written notice to the other party. Except as otherwise provided in Section 4.07, ADR may terminate or amend this Agreement, or amend or modify any services

hereunder by providing 24-hour prior notice to Subscriber. Furthermore, ADR may amend or terminate this Agreement without notice in the event of any change in any of ADR's licenses for DMV Data with any Jurisdiction.

9.02 Effective immediately and without any requirement of notice, either ADR or Subscriber may at its option terminate this Agreement in the event that (a) the other party files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors or makes an assignment for the benefit of creditors; (b) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against that party and is not staid, enjoined or discharged within sixty days; or (c) the other party adopts a resolution for discontinuance of its business.

9.03 Post-termination Procedures. Immediately upon expiration or any earlier termination of the License Period or this Agreement, Subscriber's right to access the ADR System and to obtain DMV Data under this Agreement terminates.

9.04 Cumulative Remedies. The foregoing rights and remedies of ADR are cumulative and in addition to all other rights and remedies available to ADR at law or in equity.

9.05 Effects of Termination. Upon expiration or any earlier termination of the License Period, all rights of Subscriber under this Agreement terminate and automatically revert to ADR. Articles IV, VI, VIII, and IX survive expiration or any termination of this Agreement. Notwithstanding the foregoing expiration or any earlier termination of this Agreement does not relieve either party of any obligation of that party which has accrued prior to expiration or termination of this Agreement, or which by the express terms of this Agreement contemplate performance after expiration or termination, and those obligations remain in effect until discharged by performance.

Article X -- General

10.01 Notice. All notices, requests, demands, and other communications under this Agreement must be in writing and must be sent in a manner requiring a signed receipt such as authenticated Internet transmission, authenticated facsimile transmission, Federal Expressor like courier delivered, or if mailed, then mailed by Registered or Certified Mail, Return Receipt Requested. Notice is effective upon receipt. Notices shall be sent to the following addresses:

If to ADR:	American Driving Records, Inc
	2860 Gold Tailings Court
	Rancho Cordova, CA 95670

If to Subscriber: Refer to Schedule "A"

A party may change its address for notice by notifying the other party of such address change in accordance with the notice provisions of this Section.

10.02 Entire Agreement; Modification; Counterparts. This Agreement constitutes the entire agreement between ADR and

Subscriber with respect to the subject matter contained herein, and supersedes all prior oral or written communications between ADR and Subscriber with respect to the subject matter hereof. Except as otherwise provided here regarding ADR's rights to modify or amend, this Agreement may not be modified or amended except in writing, signed by duly authorized representatives of ADR and Subscriber. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

10.03 Independent Contractor. ADR and Subscriber are independent contractors with respect to all activities under this Agreement, and nothing in this Agreement maybe construed to create any employment, joint venture, agency, partnership or other relationship other than independent contractors. Neither ADR nor Subscriber, or any of their respective employees, consultants, contractors or agents have any authority to bind the other party. Each party is responsible for its own costs and expenses in executing, implementing and performing under this Agreement, unless otherwise explicitly stated, in this Agreement.

10.04 Nothing in this Agreement is intended to, or may be construed to prevent ADR from entering into similar agreements with other persons or entities to provide DMV Data or other information services through the ADR System or otherwise, even if such persons or entities are or may become competitors of Subscriber.

10.05 Assignment. Subscriber must not assign any rights under this Agreement or delegate any obligations under this Agreement without the prior written consent of ADR, which consent may be withheld in ADR' sole and absolute discretion. Any attempted assignment or delegation by Subscriber of any of its rights or obligations under this Agreement, whether by operation of law or otherwise, are void and will be of no force and effect. ADR may in its sole discretion and without prior consent of Subscriber assign this Agreement and delegate its obligations to be performed hereunder to any person or entity. This Agreement is binding upon and inures to the benefit of not only the parties but, subject to the provisions of this Section, also their respective transferees, successors or assigns.

10.06 Headings. All articles, sections, subsections, paragraphs, subparagraphs and other headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of this Agreement.

10.07 Invalid Provision. If any part of this Agreement, for any reason, is declared by a court of competent jurisdiction to be invalid or unenforceable, then: (a) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable, will be unaffected; (b) the effect of the ruling will be limited to the jurisdiction of the court making the ruling; (c) the provision(s) held wholly or partly invalid or unenforceable will be deemed amended, and the court is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and (d) if the ruling, or the controlling principal of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in this Agreement will be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

10.08 No Waiver. The failure of either ADR or Subscriber at any time to require performance by the other party of any provision of this Agreement, in no way affects the right of ADR or Subscriber to require performance of that provision. Any waiver by either party of any breach of any provision of this Agreement is not a waiver of any continuing or succeeding breach of that provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

10.09 Force Majeure. ADR shall not be liable for any failure or delay in performance directly or indirectly caused by any act or omissions beyond its reasonable control.

10.10 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, excluding conflict of laws principles.

IN WITNESS WHEREOF, The duly authorized representatives of ADR and Subscriber have executed and delivered this Agreement as of the Effective Date.

AMERICAN DRIVING RECORDS, INC.

SUBSCRIBER SIGNATURE:

BY:

By:

TITLE:

TITLE:

ADDENDUM B

COLORADO AFFIDAVIT OF INTENDED USE

Account #_____

To obtain record(s), you must declare your intended use of the record(s). If you are acting as an agent for an authorized user, you must identify the company or entity on whose behalf you are requesting the record(s).

INFORMATION MAY BE USED ONLY FOR THE FOLLOWING APPROVED PURPOSES:

By an agency charged with driver/motor vehicle safety or theft including: MV product alterations, recalls, advisories, MV performance monitoring, MV parts/dealers, MV market research or surveys, removal of non-owner records from original records of MV manufacturers. By a business that will use the information to verify the accuracy of information submitted by individuals for the purposes of preventing fraud, pursuing legal remedies against or recovering a debt or security interest. In connection with a civil, criminal, administrative or arbitral proceeding in any court or before a self-regulatory body, including process service, investigation, execution of judgment, or pursuant to a court order. In research activities (the information may not be published, re-disclosed, or used to contact the parties). By an insurer or insurance support agency in connection with claims, investigations, anti-fraud activities, rating or underwriting. To provide notice to owners of towed or impounded vehicles. By an employer/agent or insurer of a Commercial Driver License Holder. In the operation of private toll facilities. _ Attached is a written consent of the person whose record is being requested.

Under penalty of perjury, I attest that I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law.

X	Date:	
Signature		
Printed Name:	Date of Birth:	
Name of Company Represented:		
Address:		
City, State, Zip:		

STATE OF COLORADO ATTACHEMENT C

STATE OF COLORADO DEPARTMENT OF REVENUE MOTOR VEHICLE BUSINESS GROUP

STATEMENT OF CONFIDENTIALITY FOR MOTOR VEHICLE AND/OR DRIVER RECORDS

As an employee, officer, staff member, temporary employee or subcontractor of _______ ("Vendor" or "Primary User"), you may have access to State of Colorado, Department of Revenue, Motor Vehicle Business Group ("State") official motor vehicle and/or driver records. The confidentiality of the information contained within these Records shall be maintained at all times. Record information shall not be distributed, sold or shared with any third party nor used by you in any way except as expressly authorized by the State. Disclosure of such information may be cause for legal action against you, the Vendor and any involved third party. The State shall not be in any way responsible for defense of any such action.

Pursuant to C.R.S. 42-1-206, any person who willfully and knowingly obtains, resells, transfers, or uses information in violation of law shall be liable to any injured party for treble damages, reasonable attorneys' fees, and costs. Other civil and criminal laws may also apply.

I hereby acknowledge that I am and shall remain in compliance with all State and Federal laws and the contractual terms and conditions between the Vendor and the State pertaining to the security and confidentiality of motor vehicle and driver records.

	7	
2	N	

Date

Signature

Print name

Title

Company Name

GEORGIA DEPARTMENT OF PUBLIC SAFETY

570-3-.14 Bulk Users Certificate. Amended.

(1) All bulk users of motor vehicle abstracts must file a certificate in the following form at least once yearly with the Department of Public Safety, Drivers Services Section.

(a) _______ certifies that for each driver record it requests, the information contained therein shall be used solely for the underwriting of insurance involving the driver and that it has on file an application for renewal of or amendment to insurance, or has written authorization of the licensee on file.

(2) In filing this certificate the company agrees to the following provisions:

(a) In the event that an adverse decision is based upon any information supplied to the company by the Department of Public Safety then upon request of the driver this company or the producing agent will inform the named insured driver of all information pertinent to the decision. This provision is to be construed as requiring the company to include specific information included in the driver's operating record.

(b) All information is requested only for this company's exclusive use. This company will not pass any information included in a motor vehicle report to any other person or company, except as provided in Rule 570-3-.13 (attached).

(c) Any violation of the provisions of this certificate, any other certificates required by the Department of Public Safety or provisions of the Fair Credit Reporting Act, or any other applicable state or federal law will be sufficient grounds for the Department to refuse to issue any additional information on any other driver that the company may request. This administrative action by the Department will not be deemed to supersede any other sanctions prescribed by law, including but not limited to, O.C.G.A. 40-5-2, providing for twelve (12) months in prison or a fine of \$1,000.00 or both for violating rules and regulations concerning motor vehicle reports.

(d) The Department of Public Safety shall have the right to check all records, files, reports and other materials which it may deem necessary to verify that the company filing this certificate has abided by all terms of the certificate and has not violated any rule of the Department of Public Safety, provision of the Fair Credit Reporting Act or any other applicable state or federal law for the purpose of verifying information contained in this certificate.

(3) The burden of showing compliance with the provisions of this certificate is at all times on the company filing this certificate. Upon reasonable notice by the Department the company must be able to demonstrate such compliance.

Dated:
pplicant:
ype of Business:
ddress:
elephone:
mail:
DR Account Number:
ignature of Person
uthorized to Sign Contract: X
itle:

Authority Ga. L. 1975, pp. 1008, 1021 (Ga. Code Ann. Sec. 68B-215); O.C.G.A. Sec. 40-5-2. History. Original Rule entitled "Driver Ability Demonstration" was filed and effective on July 20, 1965. Amended: Rule repealed and a new Rule entitled "Bulk Users Certificate" adopted. Filed December 11, 1975; effective December 31, 1975. Amended: Filed September 8, 1987; effective September 28, 1987. Amended: F. Oct. 7, 1993; eff. Oct. 27, 1993

STATE OF MARYLAND DEPARTMENT OF TRANSPORTATION MOTOR VEHICLE ADMINISTRATION

PRIVACY PROTECTION POLICY

In consideration of receiving personal information contained in Motor Vehicle Administration records, I HEREBY CERTIFY on behalf of ______ as its authorized agent this ______ day of ______, 200_, that

- _______ understands that federal laws affect access to and use of computer information including, but not limited to, 15 U.S.C.A. § 278g-3 (Computer Security Act of 1987); 23 U.S.C.A. § 401 (National Driver Register Act); 5 U.S.C.A. § 552 (Freedom of Information Act); 5 U.S.C.A. § 552a (Privacy Act of 1974); 18 U.S.C.A.§ 1001 (Computer Fraud and Abuse Act of 1986); 17 U.S.C.A. § 109 (Computer Software Rental Amendments Act of 1990); 15 U.S.C.A. § 1681 (Fair Credit Reporting Act); and, 18 U.S.C.A. §§ 2721 et seq. (Driver's Privacy Protection Act of 1994).
- 2. The Maryland Department of Transportation Office of Information Resources, its client agencies and their customers also adhere to state data processing security policies as set forth in Executive Order 01.01.1983.18 (Privacy and State Data System Security); Md. Code Ann., Crim. Law §8-606 (falsification of public records) and §7-302 (unauthorized access); Md. Code. Ann., State Gov't §§ 10-611, 10-616 and 10-626 (Maryland Public Information Act); Md. Code Ann. Transp. II §§ 12-111 to 12-113 (Motor Vehicle Administration Records); and, as published by the Secretary of the Department of Budget and Management from time to time under Md. Code Ann., State Fin. & Proc. § 3-403.
- 3. _____ and all employees agree to maintain in strictest confidence and not willfully disclose to any person, firm, or corporation information obtained as a result of their access to personal information from Motor Vehicle Records.
- 4. By signing this agreement, ____

warrants that the signator and all personnel are familiar with all provisions of the federal Driver Privacy Protection Act of 1994, 18 U.S.C.A. §§ 2721 et seq., and with §§ 10-611, 10-616, 10-626 of the State Government Article and §§ 12-111 through 12-113 of the Transportation Article, Annotated Code of Maryland, which limit access to personal information from public records in Maryland. Further, _______, in behalf of itself, its successors and assigns further agrees that all users will abide by the terms of both the federal and state law including, but not limited to, those restricting access to personal information records

only to those persons and for those purposes which are permitted under both laws.

- 5. ______ agrees to keep a record for five (5) years of all persons to whom information is redisclosed under this Agreement, and the purpose for which the information is to be used; and, to make that record available to the Motor Vehicle Administration upon request.
- 6. ______shall be liable for, and shall indemnify, defend, and hold the Motor Vehicle Administration harmless for, any misuse or misappropriation of any personal information in a record obtained from the Administration in connection with this agreement.
- 7. _______ shall further indemnify the Motor Vehicle Administration for and against any and all losses, damages, judgments, liabilities or similar costs and expenses which arise in whole or part out of acts or omissions by ______ with respect to laws restricting access to and disclosure of vehicle records including, without limitation, reasonable attorneys fees and all other costs of defending against such action or claim.

IN WITNESS WHEREOF, the parties have caused these presents to be executed.

\Alitpage

Maryland Department of Transportation Motor Vehicle Administration

Williess.	
	Ву:
Date:	Date:
Witness:	Purchaser
	Ву:
Date:	Date:
Approved as to form and legal sufficiency:	
	Date:
Assistant Attorney General	



State of Michigan – Motor Vehicle Records (MVRs)

Insurance/Insurance Claims/Employment Subscriber Certification of Use

I certify to the Michigan Department of State that abstracts of driving records obtained from

American Driving Records

(Company Name)

shall be used exclusively for the purposes of rating and qualifying drivers for insurance, insurance claims or employment.

I further certify that the company designated below further agrees that the information received will be used only in connection with the business purpose specified under this agreement. Additionally, designated company agrees that the information furnished under this Agreement will not be used to engage in any illegal activity, or in any method, act, or practice, which is unfair or deceptive in the solicitation or advertisement of goods, services, or real estate to Michigan or other consumers. Designated company further agrees not to use the information furnished under this Agreement to compile other records for resale or to store, in any shape or form, any record or data received from the Michigan Dept. of State any longer than required by law, and to destroy or otherwise dispose of the data at the earliest time permitted by law.

ADR Account Number	
Subscriber	
Address	
City State 7in Code	
City, State, Zip Code	
V	
X	
Signature	
Signature	
۲. m'ıl	
Name, Title	

Date



OHIO BUREAU OF MOTOR VEHICLES

OBMV RECORD REQUEST

(R.C. 149.43, 4501.15, 4501.27, AND 4507.53)

ADR Acct Number: _

This agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under RC 4501.27. Disclosure of this information is REQUIRED. FAILURE to provide any information will result in this form not being processed.

> This request is begin made by (check one):

□ **An individual inquiring regarding himself or herself**: (Complete Part A) If inquiring in person for information on yourself, you must provide personal information regarding yourself, or prove your identity by presenting your driver license or identification card.

 \Box **An individual inquiring regarding another person**: (Complete Parts A and B) If inquiring regarding another individual, you must attach a notarized BMV Form 5008 giving the written consent of the person. All mail requests without the BMV Form 5008 attached will be returned to the requester.

Other: (Check applicable reason for request on BACK, and complete Parts A and B)

> I am requesting the following personal information contained in the Bureau of Motor Vehicles records:

Driving Record [302]	(\$2.00) Title Owner/Lien holder information [304]	(\$2.00)
□ Vehicle Registration Record [303]	(\$2.00) Certified Owner/Lien holder information [304]	(\$2.00)
Last Known Address [405]	($$2.00$) \Box Copy of Driver License Application [405]	(\$2.00)

Make check or money order payable to: Treasurer, State of Ohio

PART A: Please provide information regarding yourself:		NOTE: SIGNATURE REQUIRED						
YOUR NAME (REQUESTOR)	DATE OF BIRTH		SIGNATUF	SIGNATURE				DATE
STREET ADDRESS			CITY	STATE ZI			ZII	2
COMPANY (IF APPLICABLE) BMV ACCOUNT NUMBER (IF APPLICABLE)								
SOCIAL SECURITY NUMBER D			IVERS LICE	NSE NUM	IBER	LICENSE	E PLA	ATE NUMBER
VEHICLE IDENTIFICATION NUMBER VEHICLE IDENTIFICATION			NUMBER	TELEPH	HONE N	UMBER/F	AX N	IUMBER

PART B: REQUEST REGARDING OTHER PERSON(S): 🚍						
PERSON'S NAME				DATE OF BIRTH		
STREET ADDRESS	CITY		STATE	ZIP		
SOCIAL SECURITY NUMBER	DRIVER LICENSE NUMBER		LIC	ENSE PLATE NUMBER		
VEHICLE IDENTIFICATION NUMBER		VEHICLE IDENTIFICA	ATIO	N NUMBER		

If requesting information on more than 1 person or vehicle, attach additional sheet(s).

Additional sheet(s) attached

Make check or money order payable to Treasurer, State of Ohio. If mailing, return to: Ohio Bureau of Motor Vehicles, Attn: Record Request, P.O. Box 16520, Columbus, Ohio 43216-6520. **Results will be mailed to requester**.

I (requester) qualify as checked below, and I am requesting: =



1. As an individual. (Complete Part A, front)

- A record for use in the normal course of business by me as a legitimate business or an agent, employee, or contractor of a 2. legitimate business, for one of the two following purposes: (a) to verify the accuracy of personal information submitted to the business, agent, employee, or contractor by an individual: (b) in case personal information submitted to the business, agent, employee, or contractor by an individual is incorrect or no longer is correct, to obtain the correct information, for the sole purpose of preventing fraud., by pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
 - My tax identification number is:

- _My vendor number is: _____ _Licensed by (agency): ____
- My professional license number is: With written consent. (Complete Parts A and B, front)
- Records for bulk distribution for surveys, marketing, or solicitations, where the information will be used, rented, or sold 4. solely for bulk distribution for surveys, marketing, or solicitations;
- A record for the use of a government agency, including, but not limited to, a court or law enforcement agency, in carrying 5·_ out its functions, or for the use of a private person or entity acting on behalf of an agency of this state, another state, the United States, or a political subdivision of this state or another state in carrying out its functions; (a law enforcement agency does not need to fill out this form);
- A record for use in connection with matters regarding motor vehicle or driver safety and theft; motor vehicle 6. _ emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts, and dealers; motor vehicle market research activities, including, but not limited to, survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers;
- A record for use in connection with a civil, criminal, administrative, or arbitral proceeding in a court or agency of this state, 7·_ another state, the United States, or a political subdivision of this state or another state or before a self-regulatory body, including, but not limited to, use in connection with the service of process, investigation in anticipation of litigation, or the execution or enforcement of a judgment or order; (a subpoena or other court order may be used instead of this form);
- _A record pursuant to an **order of a court** of this state, another state, the United States, or a political subdivision of this state 8. or another state; (a subpoena or other court order may be used instead of this form);
- _Records for use in **research** activities or in producing statistical reports, where the personal information will not be 9. _____ published re-disclosed, or used to contact an individual;
- Records for use by an **insurer**, insurance support organization, or self-insured entity, or by an agent, employee, or 10. _ contractor of that type of entity, in connection with a claims investigation activity, anti-fraud activity, rating, or underwriting; A record for use in providing notice to the owner of a **towed**, impounded, immobilized, or forfeited vehicle; 11.
- A record for use by a license **private investigative agency** or licensed security service for any purpose permitted under 12. ____
- numbers 1 through 15 of this form; my license number is: _
- _A record for use by an **employer** or by the agent or insurer of an employer to obtain or verify information relating to the 13. ____ holder of a commercial driver license or permit that is required under the "Commercial Motor Vehicle Safety Act of 1986," 100 Stat. 3207-170, 49 U.S.C. 2701, et seq., as now or hereafter amended;
- A record for use in connection with the operation of a **private toll transportation facility**; 14.
- A record for any other use **specifically authorized by law** that is related to the operation of a motor vehicle or to **public** 15. safety;
- _A record in order to carry out the purposes of either the "Automobile Information Disclosure Act," 72 Stat. 325, 15 U.S.C. 16. ___ 1231-1233, the "Motor Vehicle Information and Cost Saving Act," 86 Stat. 947, 15 U.S.C. 1901, et seq., the "National Traffic and Motor Vehicle Safety Act of 1986," 80 Stat. 718, 15 U.S.C. 1381, et seq., the "Anti-Car Theft Act of 1992," 106 Stat. 3384, 15 U.S.C. 2021, et seq., or the "Clean Air Act," 69 Stat. 322, 42 U.S.C. 7401, et seq., all as now or hereafter amended, for use in connection with one or more of the following matters: (a) motor vehicle or driver safety and theft; (b) motor vehicle emissions; (c) motor vehicle product alterations, recalls, or advisories; (d) performance monitoring of motor vehicles and dealers by motor vehicle manufacturers; (e) removal of non-owner records from the original owner records of motor vehicle manufacturers.

I understand that if I receive personal information under numbers 2, 3, or 5 - 16 of this form, I may resell or re-disclose the personal information only for uses permitted under numbers 2, 3, or 5 - 16. I understand that if I receive personal information under number 2 -16 of this form, and I resell or re-disclose any personal information, I must keep for a period of five years a record that identifies each person or entity that receives any of the personal information and the permitted purpose for which the information is to be used. and I must make all such records available to the Registrar of Motor Vehicles upon his request.

I HAVE VERIFIED ALL STATEMENTS ON THIS FORM BY SIGNING THIS FORM ON THE FIRST PAGE.

* American Driving Records will be used to obtain driver data from Ohio Bureau of Motor Vehicles

OREGON AFFIDAVIT OF INTENDED USE

In order to obtain record(s) from the State of Oregon, you must declare your intended use of the record(s).

INFORMATION MAY BE USED ONLY FOR THE FOLLOWING APPROVED PURPOSES:

- Insurance: By an insurer or insurance support agency in connection with claims, investigations, anti-fraud activities, rating or underwriting.
- Employment: By a legitimate business for the internal business purpose of obtaining and verifying the accuracy of information supplied by an individual during the course of employment or during the hiring process.
- Legal: In connection with a civil, criminal, administrative or arbitral proceeding in any court or before a self-regulatory body, including process service, investigation, execution of judgment, or pursuant to a court order.
- _____ Other: Please include an attachment explaining how records will be used.

Under penalty of perjury, I attest that I shall be the end user of any Oregon record(s) obtained by First Advantage ADR. Additionally, I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law.

Name of Company Represented:		
Address:		
City, State, Zip:		
Federal Employer ID No		
Business License No. & State		
Printed Name & Title:		
X	Date:	

Signature

Instructions for completing the Affidavit of Intended Use

- 1. The affidavit must be completed and signed by a member of your agency or firm who has the authority to certify the agency or firm's compliance.
- Please complete each line on the form in its entirety to avoid delays in processing your affidavit. If requested information does not apply to your business insert n/a (not-applicable) on that line.
- 3. The person responsible for completing the affidavit <u>must initial each of the nine (9)</u> <u>declaration statements, then sign and date the form in the presence of a</u> <u>Notary</u>.
- 4. This affidavit must be filed with your information provider and approved by PennDOT.
- 5. You are required to complete, notarize and file a <u>new</u> Affidavit of Intended Use whenever information about your company changes. (name, address, ownership, telephone, website, etc.)

DL- AFF01 EMPLOYMENT Company Rev. 12/05

Legal Business Name

Pennsylvania Department of Transportation Information Sales Unit

Affidavit of Intended Use

(See Reverse Side for Instructions)

Business Type:
□Individual
□Partnership
□ Corporation
□Non-Profit

Loga Daonioco namo					
-	D/B/A Name	(if applicable):			
		Title			
Street Address:		P.O. Box:			
	City		State_	Zi	р
Business Telephone: _		Fax	No.:		
E-mail:		Web Site Address:			
Federal Employer ID No.		If Corporation, Date	& State of	Incorporation:	
Year Business Establish	ied	_ Dun & Bradstreet #		U.S. DOT #	(if applicable)
Location of Records: Fo	or departmental c	on-site inspection, audit and review pu	urposes.	Check here, If add	ress is same as above.
Str	eet Address	, City		, State	Zip:

Type of Business: ___

Ownership: List below individual, each partner, or each corporate officer participating in the direction, control or management of the business. Attach list if needed.

Name (Last, First, MI)	Title	Date of Birth (MM/DD/YYYY)	STATE Driver Lic Issued	Day-time Phone Number
1.				
2.				
3.				

Please initial each statement below and sign at the bottom of the form.

1. I swear and affirm that any requested information will be used for employment purposes only.

- 2. I swear and affirm that I have on file a signed release for the subject of each driver record requested.
- I swear and affirm that I understand the driver record is confidential and restricted information and I will establish procedures to protect the confidentiality
 of these records.
- 4. I swear and affirm that I will not request driver information from the Department for personal reasons. (Examples of inappropriate access or misuse of Department information include, but are not limited to: making personal inquiries on my own record or those of my relatives; accessing information about another person, including locating their residence address, for any reason that is not related to my job responsibilities.)
- _____5. I swear and affirm that the information obtained from the Department shall not be sold, assigned or otherwise transferred to any other party.
- 6. I swear and affirm that I understand that the Department retains exclusive ownership of all driver record information provided and no record shall be combined and/or linked in with any other data on any database for any reason.
- 7. I swear and affirm that the information obtained from the Department will not be used for direct mail advertising or any other type or types of mail or mailings.
- 8. I swear and affirm that I will not disseminate or publish on the Internet the personal information obtained from the Department or allow any other person to disseminate or publish the personal information on the Internet without the express written permission of the Department.
- 9. I swear and affirm that the statements made herein are true and correct, and that any statement made on or pursuant to this form is subject to the penalties of 18 PA C.S. Section 4903(a)(2) (relating to false swearing), which shall include punishment of a fine not exceeding \$5,000, or a term of imprisonment of not more than two years, or both.

Subscrib <u>Mor</u>		orn to Before Me: Day	Year	
 S E	Signa	iture of Person Admi	nistering Oath	-
A L	SIGNU	N PRESENCE (

I swear and affirm that the statements made herein are true and correct.

Signature

Date

ADR Account #:

EMPLOYER SUBSCRIBER CERTIFICATION OF USE TO WASHINGTON STATE DEPARTMENT OF LICENSING

I hereby certify:

- A. That the company designated below as SUBSCRIBER is an employer or prospective employer of the named individual.
- B. That AMERICAN DRIVING RECORDS (ADR) is acting as agent for SUBSCRIBER.
- C. That abstracts of driver records obtained by American Driving Records for SUBSCRIBER shall be used exclusively to determine whether the named individual should be employed or permitted to operate a commercial vehicle or school buss upon the public highways of the state of Washington, and that no information contained therein shall be divulged, sold, assigned, or otherwise transferred to any third person or party. "Commercial vehicle" means any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.
- D. That the information contained in the abstracts of driver records obtained from the DOL shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130.

The SUBSCRIBER listed below agrees to, and shall indemnify and hold harmless the DEPARTMENT, the Director of the DEPARTMENT and all of the DEPARTMENT employees from any and all suits at law or equity, and from any and all claims, demands or loss of any nature, including but not limited to all costs and attorney's fees, arising from any incorrect or improper disclosure of individual names or addresses under this "Certification of Use"; any defects in any of SUBSCRIBER's procedures followed or omitted or arising from the failure of SUBSCRIBER or its officers, employees, customers, contractors, or agents to fulfill any of its obligations under this Contract; or arising in any manner from any negligent act or omission by SUBSCRIBER or its officers, employees, customers, contractors, or agents.

I affirm that I am a representative authorized to bind the SUBSCRIBER below named.

SUBSCRIBER

Title

Address

Name (print)

Х

Date

Signature

EMPLOYEE OR PROSPECTIVE EMPLOYEE REQUEST

That I, ______, am an employee or prospective employee of the company named below and that I request a copy of my official Driving Record in the State of Washington be released to my employer or prospective employer or their agent.

Authorization of employee or prospective employee for release of abstract of driving record

Signature	Date	WA License # or print full name and date of birth

EMPLOYER ATTESTATION

- (A) That the company named below is an employer or prospective employer of the above named individual and that I am a representative authorized to bind said company.
- (B) That **AMERICAN DRIVING RECORDS** is acting as agent on our behalf to obtain the abstract of driver records of the above named individual.
- (C) That abstracts of driver record shall be used exclusively to determine whether the above named individual should be employed to operate a school bus or commercial vehicle upon the public highways, and that no information contained therein shall be divulged, sold, assigned, or otherwise transferred to any third person or party. A commercial vehicle is defined as any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.
- (D) That the information contained in the abstracts of driver records obtained from the Washington State Department of Licensing shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130, attached in part for easy reference.

Company Name	
Company Mante	
Address	
Name (print)	Title
Name (print)	THE
Signature	Date

This record must be maintained by the employer or prospective employer for a period of not less than two (2) years from the last date above. Failure to obtain all signatures or misuse of records obtained from the State of Washington may result in prosecution under RCW 46.52.130.

RCW 46.52.130 Abstract of driving record -- Access -- Fees -- Penalty.

A certified abstract of the driving record shall be furnished only to the individual named in the abstract, an employer or prospective employer or an agent acting on behalf of an employer or prospective employer, ... Upon proper request, a certified abstract of the full driving record maintained by the department shall be furnished to ... the individual named in the abstract or to an employer or prospective employer or an agent acting on behalf of an employer or prospective employer of the named individual. The abstract, whenever possible, shall include an enumeration of motor vehicle accidents in which the person was driving; the total number of vehicles involved; whether the vehicles were legally parked or moving; whether the vehicles were occupied at the time of the accident; whether the accident resulted in any fatality; any reported convictions, forfeitures of bail, or findings that an infraction was committed based upon a violation of any motor vehicle law; and the status of the person's driving privilege in this state. The enumeration shall include any reports of failure to appear in response to a traffic citation or failure to respond to a notice of infraction served upon the named individual by an arresting officer....

Any employer or prospective employer or an agent acting on behalf of an employer or prospective employer receiving the certified abstract shall use it exclusively for his or her own purpose to determine whether the licensee should be permitted to operate a commercial vehicle or school bus upon the public highways of this state and shall not divulge any information contained in it to a third party.

...

Release of a certified abstract of the driving record of an employee or prospective employee requires a statement signed by: (1) The employee or prospective employee that authorizes the release of the record, and (2) the employer attesting that the information is necessary to determine whether the licensee should be employed to operate a commercial vehicle or school bus upon the public highways of this state. If the employer or prospective employer authorizes an agent to obtain this information on their behalf, this must be noted in the statement.

Any negligent violation of this section is a gross misdemeanor. Any intentional violation of this section is a class C felony.

INSTANT MVR USER REGISTRATION FORM

Account #:
Account Name:
FAX:



Each operator who accesses DMV records must complete and return this form. This information is strictly confidential and will be used only for identification purposes in accessing DMV reports.

	Please complete the foll	owing and fax to (916) 456-3	332
User Name:	Last	First	Mi
Pin Number:			
(Must be 4 <u>numeric</u> digita	s, i.e., last 4 digits of social sec.#)	this is something you will need for iden	ntification purposes
Driver's License Nur	nber:		State
Temporary Pa (Must be betwo		h, and contain BOTH letters and	d numbers)
*Default Passy (Must be between the set we s		h, and contain BOTH letters and	d numbers)

* Your default password will never expire and can be used to reset your existing password

Instant/On-Line Access Users agree to the following:

- To keep your passwords confidential. You are required to change your password every 60 days or sooner. You cannot use a 1. password more than one time in 24 months.
- To prevent access to key input codes, operational manuals, and other restricted materials by unauthorized personnel. 2.
- To access the DMV information for authorized legitimate uses as is regulated by Driver Privacy Protection Act and other state 3. and federal regulations.
- 4. I further understand that misuse or unauthorized disclosure of such information may result in administrative, civil, and/or criminal action against me/ or my employer, which may include the termination of the Commercial Requestor Account and Instant/On-Line service.

I certify that I WILL NOT SHARE MY PASSWORD WITH ANYONE! I certify that the foregoing statements are true and correct.

Employee

Date

Employer

Note: **BOTH** EMPLOYEE and EMPLOYER signatures are required!!!