

DMV/Agent
Agreement No.

This Trip Permit Agent Agreement (Agreement) is made by and between the STATE OF OREGON, acting by and through its Department of Transportation, Driver and Motor Vehicle Services Division, hereinafter referred to as "DMV," and _____, acting by and through its _____, hereinafter referred to as "Agent," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. DMV has exclusive authority under Oregon Revised Statute (ORS) 803.600 to issue Vehicle Trip Permits (Trip Permits);
2. ORS 803.600 authorizes DMV to designate persons to issue Trip Permits;
3. Agent desires to be designated by DMV to issue Trip Permits;
4. DMV is willing to designate Agent to issue Trip Permits in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. **DEFINITIONS:** In addition to the definitions under this paragraph, the terms defined under Oregon Administrative Rules (OAR) 735-034-0000 are incorporated into this Agreement by reference.
 - 1.1. "Employee" means an individual who provides personal services to and is under the direction and control of another for compensation. For purposes of this Agreement, an employee does not include an independent contractor.
 - 1.2. "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, public corporation or any other legal or commercial entity.
 - 1.3. "Personal Information" means information that identifies an individual including name, address (excluding five-digit zip code), telephone number, date of birth, social security numbers and photograph.
 - 1.4. "Permit Applicant" means a person that applies for a Trip Permit through an Agent.
 - 1.5. "Permit Holder" means a person issued a Trip Permit by an Agent upon application and payment of required Trip Permit fees.
 - 1.6. "Permit Book" means a padded booklet containing sequentially numbered three-part Trip Permits to be issued by Agent.
 - 1.7. "Permit Fee" means the fee amount established for Trip Permits under ORS 803.645 for Trip Permits.
 - 1.8. "Place of Business" means the Place of Business or Organization address provided on page 1, item number 3, of this Agreement.
 - 1.9. "Trip Permit" means a Trip Permit as described in ORS 803.600, and issued as evidence of a grant of authority to temporarily operate a vehicle on the highways of this state under circumstances where the

operation would not otherwise be lawful because the vehicle is not registered in Oregon, or because provisions relating to the vehicle's registration do not allow the vehicle's operation.

1.10. "Volunteer" means an individual who provides personal services under the direction and control of Agent but receives no compensation for such services.

2. **AUTHORIZATION TO ISSUE TRIP PERMITS:**

2.1. Subject to the provisions of this Agreement, the Parties agree that Agent is authorized and agrees to issue Trip Permits; DMV shall furnish Agent with Trip Permits in accordance with this Agreement and applicable Oregon statutes and administrative rules; and DMV shall provide verbal and written instruction to Agent on the procedures and requirements for issuance of Trip Permits.

3. **AGENT ELIGIBILITY:**

3.1. To be eligible to issue Trip Permits, Agent understands that Agent must be designated by DMV in accordance with OAR 735-034-0005. Agent hereby represents and warrants to DMV that Agent meets all of the qualifications in section 4 of this Agreement and is eligible to issue Trip Permits. Agent further represents and warrants to DMV that Agent has the power and authority to enter into and perform this Agreement and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agent, enforceable in accordance with its terms.

4. **AGENT QUALIFICATIONS:**

4.1. Agent must meet and maintain the following qualification requirements for a designated Trip Permit Agent:

4.1.1. An individual owner, the partners of a partnership, the corporate officers of a corporation or the authorized representative(s) of a non-profit organization must be 18 years of age or older.

4.1.2. An individual, or the partners of a partnership, or the corporate officers of a corporation, or the authorized representative(s) of a non-profit organization must not have been convicted of any offense involving fraud, forgery, perjury or theft or of a crime punishable as a felony involving the use of a motor vehicle.

4.1.3. Agent must issue Trip permits in a Place of Business that complies with all state, federal and local business laws or regulations including, if applicable, the laws of another state or jurisdiction.

5. **PURCHASE OF TRIP PERMITS:**

5.1. Agent Request for Trip Permits. Upon Agent's submission to DMV of a Trip Permit Order Form and appropriate fee amount(s) for the number of Permits ordered, DMV will supply Agent the type and number of Trip Permits requested, unless the requested number of Trip Permits is not available based on DMV's supply of Trip permits or Agent has failed to pay for previously issued Trip Permits because of a dishonored payment. DMV will calculate the cost of Trip Permits, using the fees established under ORS 803.645, times the number of Trip Permits per book.

5.1.1. Unless otherwise requested by Agent and agreed to by DMV, DMV will send the Permit Book(s) to the mailing address provided on page 1 of this Agreement.

6. AGENT OBLIGATIONS:

- 6.1. Issuance of Trip Permits. Agent shall issue Trip Permits from the Place of Business in accordance with the procedures and requirements described under OAR 735-034-0010, 735-034-0020, 735-0034-0050 and the terms and conditions of this Agreement. Agent shall issue Permits to any qualified person upon request and payment of the required fees.
- 6.1.1. When issuing a Trip Permit, Agent shall collect the Permit Fee as established under ORS 803.545 for the type of Trip Permit issued.
- 6.2. Void Trip Permits. A Trip Permit is void if altered, an Agent error prevents issuance, or the Trip Permit was used for the operation of a vehicle.
- 6.2.1. For a void permit, Agent must mark "VOID" on the permit and return the Vehicle Copy and DMV Copy to DMV within 30 days of the date the permit is void. Agent must provide an explanation of why the permit is void when submitting the void permit to DMV for any reason.
- 6.3. Refunds. For a refund for an unissued permit, including a void permit, Agent must return the permit along with a written request for a refund to DMV, Business Regulation Section, Licensing Supervisor, 1905 Lana Ave. NE, Salem, Oregon, 97314. DMV will refund the fee amount for each unissued permit returned if satisfied the returned permit was not altered, issued or used for the operation of a vehicle.
- 6.4. Advertising. In advertising or any other form of solicitation or publication, Agent shall not include the terms "State of Oregon," "DMV," "Department of Transportation" or any other word or phrase that indicates or implies that Agent is an Agent of the State of Oregon. Agent may use the term "Oregon Trip Permit Agent" but may not indicate in any other manner that DMV, the Department of Transportation or the State of Oregon approves, sanctions or endorses Agent and its activities. For purposes of this paragraph, Agent shall use the business or organization name provided on this Agreement.
- 6.5. Collection and Maintenance of Personal Information. For purposes of issuing a Trip Permit, Agent shall not request, collect or maintain personal information concerning the Permit Holder, except for purposes of identification in collecting the required fees. Agent agrees to hold any personal information received in strict confidence and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to any other person, except for the purposes of collection of any fee not paid as the result of a dishonored check, bank account debit or credit card charge. Agent agrees that all individuals employed by or volunteering for Agent shall comply with the requirements of this subsection.
- 6.6. Security of Trip Permits. Agent shall maintain all Trip Permits delivered to Agent by DMV in a secure manner to prevent theft or unauthorized access to the permits. Agent accepts full responsibility for all Trip Permits delivered by DMV to Agent and Agent shall be fully responsible for any Trip Permit, including but not limited to loss or damage due to fire, flood, theft, vandalism, or negligence.
- 6.7. Inspection and Audit. Agent acknowledges and agrees that DMV, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives will have access to the books, documents, papers, and records of Agent which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final

payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by DMV.

- 6.8. Transfer of Trip Permits. Agent may not allow any other Agent or person (except for employees or volunteers of Agent) to issue Trip Permits that have been delivered to Agent, without the written consent of DMV.

7. GENERAL PROVISIONS

- 7.1. Term. The term of this Agreement begins upon execution of this Agreement by all Parties. This Agreement expires December 31, 2016.
- 7.2. Termination. This Agreement may be terminated immediately by DMV, without penalty or liability, in the event federal or state laws, regulations or guidelines are modified or interpreted in such a way that the activities of Agent under this Agreement are deemed unlawful or unauthorized. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party.
- 7.3. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, Agent's designation as a Trip Permit Agent automatically ends.
- 7.4. Duties upon Termination or Expiration. Upon termination or expiration of this Agreement, Agent shall immediately cease issuing Trip Permits. Agent shall immediately return all unissued Trip Permits to DMV. DMV will refund to Agent the Permit fee for each unissued Trip Permit remaining in the Permit Book. Agent will allow an authorized representative of DMV to enter upon Agent's business premises to take possession of and remove any unissued Trip Permits and Permit Books in the possession of Agent.
- 7.5. Nondiscrimination. Agent agrees to comply with Title VI of the Civil Rights Act of 1964; and Title V of Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990 and ORS 659A.142; all regulations and administrative rules established pursuant to the foregoing laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
- 7.6. Compliance with Law, Administrative Rules and Regulations. Agent agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement.
- 7.7. Workers' Compensation Law. All employers, including Agent, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide the required Workers' Compensation coverage for those workers, unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agent shall ensure that each of its subcontractors complies with these requirements.
- 7.8. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law or administrative rule, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

- 7.9. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- 7.10. Waiver; Amendment. No waiver, consent, amendment or modification of or to this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary state approvals, if applicable, have been obtained. Such waiver, consent, amendment or modification, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of DMV to enforce any provision of this Agreement shall not constitute a waiver by DMV of that or any other provision.
- 7.11. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action or suit for damages or other equitable relief (collectively "Claim") between DMV and Agent that arises out of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENT, BY EXECUTION OF THIS AGREEMENT, CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 7.12. Status of Agent. Agent, including its employees, is an independent contractor and is not an employee or agent of the State of Oregon. It is the intent of the Parties that Agent will not contribute to the Public Employee Retirement System, and that neither Agent nor its employees are eligible for any benefit of state employment such as wages, federal social security, unemployment insurance, workers' compensation or any other employment benefit from the State of Oregon. Neither an Agent nor its officers, employees, agents or volunteers shall hold themselves out as officers, employees or agents of the State of Oregon.
- 7.13. No Coverage under Oregon Tort Claims Act. It is the intent of the Parties that as an independent contractor, neither Agent, not its officers, employees or agents are covered by the provisions of the Oregon Tort Claims Act.
- 7.14. Remedies. If this Agreement terminates or expires or Agent breaches any term or condition of this Agreement, DMV shall have all remedies available to it at law, in equity, and under this Agreement.
- 7.15. Compliance with Law, Administrative Rules and Regulations. Agent shall comply with all applicable federal, state, county and municipal laws, ordinances, administrative rules, and regulations applicable to Agent's operation and this Agreement.
- 7.16. Indemnification. Agent shall defend, save, hold harmless, and indemnify the State of Oregon, Oregon Transportation Commission and its members, the Oregon Department of Transportation and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any nature whatsoever arising out of the activities or omissions of Agent or its employees, agents or volunteers under this Agreement.
- 7.17. No Substitutions or Assignment. Agent shall not substitute, assign, sublicense, lease, encumber or otherwise transfer or attempt to transfer any of its rights, obligations or interests under this Agreement. This Agreement is valid only as to the Agent named herein and is not valid as to any respective successor in interest of Agent.

- 7.18. Use of Recycled Paper. Agent shall use recycled paper to the maximum extent economically feasible in completing its obligations under this Agreement.
- 7.19. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. This Agreement may not be amended or otherwise modified except by written amendment executed by the authorized representatives of both Parties.
- 7.20. This Agreement may be executed in several counterparts (facsimile or otherwise) all of, which when taken together, shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 2, in which day-to-day authority is delegated to Division Administrators for their respective division, which includes the authority to approve and sign agreements up to \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, other system plans approved by the Oregon Transportation Commission such as the Traffic Safety Performance Plan, or in a line item in the biennial budget approved by the Director.

Pursuant to a Letter of Authority dated March, 2011, Division Administrator of the Driver and Motor Vehicles Services Division Administrator authorized the Business Regulations Section Manager to approve and execute agreements for the Trip Permit Agent Program.

SIGNATURE PAGE TO FOLLOW

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Trip Permit Agent:

STATE OF OREGON, by and through its
Department of Transportation, Driver and Motor
Vehicle Services Division

By _____
Agent's Authorized Signature

By _____
Business Regulation Section Manager

Title _____

Date _____

Date _____

Agent Contact: (information shown on Page 1.)

DMV Contact:
Chris Ratliff
Business Regulation Section Manager
Driver and Motor Vehicle Services Division
1905 Lana Avenue NE
Salem, OR 97314-0100
503-945-5283
Christopher.M.RATLIFF@odot.state.or.us

The Agent, unless a public agency, must also complete and sign the attached certificate of tax laws compliance.

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TAX CERTIFICATION

Certification: The individual signing on behalf of Agent hereby certifies under penalty of perjury that Agent is not in violation of any Oregon tax laws, including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certificate, 'Oregon tax laws' means the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

Agent Signature _____ Date _____