RULES OF DEPARTMENT OF REVENUE MOTOR VEHICLE DIVISION

CHAPTER 560-10-30 TITLE AND REGISTRATION RECORD PROVISIONS

560-10-30-.15 Salvage and Assembled Vehicles - Qualifications for Non-Government Inspectors.

- (1) An inspector shall:
- (a) Be an individual performing salvage vehicle or assembled motor vehicle or motorcycle inspections in Georgia;
- (b) Have and maintain an active I-CAR® Platinum Individual™ designation;
- (c) Be registered by the Department prior to conducting any salvage or assembled vehicle inspections;
- (d) Have and maintain an individual surety bond for \$50,000.00;
- (e) File and remit all local, state, and federal taxes in a timely manner;
- (f) Be a United States Citizen or otherwise lawfully allowed to work in the United States;
- (g) Have entered into a contract with the Department to conduct inspections as an independent contractor;
- (h) Have and maintain a personal liability insurance policy of \$1,000,000 in the aggregate and \$100,000 per occurrence, unless such inspector is a full time employee of a registered inspection station; and
- (i) Present a résumé demonstrating two or more years in the motor vehicle collision or rebuilding industry.

- (2) An inspector who has been designated an I-CAR® Platinum IndividualTM shall:
- (a) Provide the Department a certified copy of their I-CAR® credentials;
- (b) Complete and file the application for Salvage/Assembled Vehicle Inspector Form MV-175 with the Department;
- (c) Provide a Certificate of Completion of an approved Used Motor Vehicle Dealer Pre-Licensing Seminar by the Georgia Secretary of State Professional Licensing Board to the Department; and
- (d) Remit a registration fee of one hundred dollars (\$100.00) to the Department.
- (3) Upon notification from the Department_that the registrant has been accepted, such registrant may conduct salvage or assembled vehicle inspections in the state of Georgia pursuant to O.C.G.A. §§ 40-3-3, 40-3-30.1, and 40-3-37 and Regulations in Chapter 560-10-30 et seq.
- (a) A Department inspector registration shall be valid from January 1 through December 31 in the year in which the registration was approved by the Department.
- (4) Subsequent to the year in which application is made, inspectors shall submit to the Department a certified copy of their I-CAR® transcript showing that the inspectors have maintained their I-CAR® Platinum IndividualTM designation.
- (a) The transcript must be postmarked prior to December 1 in order to be registered for the following calendar year.
- (b) Failure to provide the Department with the ICAR® transcript shall result in the expiration of the inspector's registration with the Department for the subsequent calendar year and removal of the inspector's listing on the Department's website.

- (c) If the transcript is postmarked after December 1 but prior to January 1, then a fee of one hundred dollars (\$100.00) shall be imposed on the registrant.
- (d) If the transcript is postmarked on January 1 or later then, in addition to the one hundred dollar (\$100.00)_fee in Section (4)(c) of this Regulation, a reinstatement fee of fifty dollars (\$50.00) shall be imposed on the registrant.
- (5) Registered inspectors shall retain an activity log of the name, address, vehicle identification number (VIN) make, model, and year of all vehicles inspected.
- (a) Such activity log shall be kept for three (3) calendar years at the location where the inspection takes place, and upon request such log shall be made available to DOR within three (3) days from the date of such request.
- (6) Failure to comply with any provision of this Chapter may result in termination of such inspector's registration and contract with DOR.
- (7) The Commissioner may, with or without cause, refuse to:
- (a) Register any individual or business; or
- (b) Enter into a contract with any individual or business.

RULES OF DEPARTMENT OF REVENUE MOTOR VEHICLE DIVISION

CHAPTER 560-10-30 TITLE AND REGISTRATION RECORD PROVISIONS

560-10-30-.16 Salvage Vehicles - Inspection and Titling Procedures.

- (1) All inspections shall be performed by a registered inspector who is not the builder, rebuilder, or owner of the vehicle being inspected.
- (a) If a registered inspector is an employee of a business and is conducting inspections then the employer business shall have entered into a contract with DOR to perform salvage or assembled vehicle inspections.
- (2) The registered inspector shall, when inspecting a re-built vehicle:
- (a) Verify the Vehicle Identification Number (VIN) on the Salvage Certificate of Title with the VIN of the vehicle being inspected;
- (b) Review Labor and Parts Certification Form T-129 and verify all parts repaired or replaced;
- (c) Verify photograph(s) of the vehicle in an unrepaired condition; and
- 1. Such photograph(s) shall be of sufficient size and quality to show the damage to the vehicle.
- (d) Complete a Salvage Motor Vehicle Inspection Report Form T-172.
- (3) Upon completion of an inspection, the registered inspector shall provide to the individual requesting the inspection:

- (a) A Salvage Motor Vehicle Inspection Report Form T-172; and
- (b) A copy of the inspector's registration.
- (4) A Salvage Motor Vehicle Inspection Report shall be reported on the Department's electronic Salvage and Assembled Vehicle Inspection system no later than 12:00 Noon the day following inspection of the vehicle.

RULES OF DEPARTMENT OF REVENUE MOTOR VEHICLE DIVISION

CHAPTER 560-10-30 TITLE AND REGISTRATION RECORD PROVISIONS

560-10-30-.17 Assembled Vehicles - Inspection and Titling Procedures.

- (1) At the discretion of the Department, inspections shall be performed by a registered inspector who is not the builder, rebuilder, or owner of the vehicle being inspected.
- (a) If a registered inspector is an employee of another business and is conducting inspections then the employer business shall have entered into a contract with the Department_to perform salvage or assembled vehicle inspections.
- (2) The registered inspector shall, when inspecting an assembled vehicle:
- (a) Review Labor and Parts Certification Form T-129 and verify all parts that have been used in the assembly of the vehicle; and
- (b) Complete an Assembled Motor Vehicle Inspection Report Form T-172(A).
- (3) Upon completion of an inspection the registered inspector shall provide to the individual requesting the inspection:
- (a) An Assembled Motor Vehicle Inspection Report Form T-172(A); and
- (b) A copy of the inspector's registration.
- (4) A Small Volume Manufacturer shall submit to the Department a request for an Assembled Vehicle Inspection form T-22AV, along with;

- (a) The Small Volume Manufacturers Certificate of Origin;
- (b) A Parts and Labor Statement form T-129; and
- (c) Appropriate fees applicable to an Assembled Vehicle.

RULES OF DEPARTMENT OF REVENUE MOTOR VEHICLE DIVISION

CHAPTER 560-10-30 TITLE AND REGISTRATION RECORD PROVISIONS

560-10-30-.18 Salvage Vehicles - Issuance of a "Rebuilt" Certificate of Title.

Upon receipt and approval of an application for a rebuilt certificate of title, the Department shall issue a title with "REBUILT" as the legend on the title including the name of the rebuilder.

RULES OF DEPARTMENT OF REVENUE MOTOR VEHICLE DIVISION

CHAPTER 560-10-30 TITLE AND REGISTRATION RECORD PROVISIONS

560-10-30-.19 Assembled Vehicles - Issuance of an "Assembled" Certificate of Title.

- (1) Upon receipt and approval of an application for an assembled certificate of title, the Department shall issue a title with the brand "ASSEMBLED" as the legend on the title.
- (2) Upon receipt and approval of an application for an assembled certificate of title from a Small Volume Manufacturer, the Department shall issue a title with the brand "SMALL VOLUME MANUFACTURER" as the legend on the certificate of title.

RULES OF DEPARTMENT OF REVENUE MOTOR VEHICLE DIVISION

CHAPTER 560-10-30 TITLE AND REGISTRATION RECORD PROVISIONS

560-10-30-.20 Salvage and Assembled Vehicles - Inspection Fees.

- (1) Fees charged for inspection by a business or individual shall be itemized on the receipt and not exceed:
- (a) Fifty dollars (\$50.00) per vehicle for the inspection;
- 1. An inspector shall not exceed one hundred dollars (\$100.00) for total charges for other itemized expenses including but not limited to: administrative fees, travel or other miscellaneous expenses.
- (b) Fifty dollars (\$50.00) per vehicle as a fee for the registered inspection station.
- 1. An inspection location fee shall not exceed seventy-five dollars (\$75.00) for total charges for other expenses including but not limited to administrative fees or other miscellaneous expenses.
- (c) An inspector or inspection location shall provide a written receipt for all itemized expenses which shall agree with the total expenses listed on the inspection report.

RULES OF DEPARTMENT OF REVENUE MOTOR VEHICLE DIVISION

CHAPTER 560-10-30 TITLE AND REGISTRATION RECORD PROVISIONS

560-10-30-.21 Salvage Vehicles - Application.

- (1) After an inspection, an applicant shall submit the following documents to the Department apply for a Georgia Certificate of Title for such vehicle:
- (a) Application for Certificate of Title Form MV-1;
- (b) Salvage Certificate of Title and fee of eighteen dollars (\$18.00);
- (c) A fee of one hundred dollars (\$100.00) per vehicle inspected or re-inspected;
- (d) Salvage Motor Vehicle Inspection Report form T-172;
- (e) Copy of inspector's registration certificate;
- (f) Copy of the rebuilder's Georgia's Used Motor Vehicle Parts License;
- (g) At least one (1) photograph of the rebuilt vehicle prior to repair;
- 1. Such photographs shall be of sufficient size and sufficient quality to clearly show all damage to the vehicle's major component parts.
- (h) A Labor and Parts Certification form T-129; and
- (i) Receipts for all parts replaced.

- (2) After completion of an inspection, the re-builder or individual shall provide a copy of all documents to the purchaser of the vehicle at time of sale.
- (3) No vehicle shall be sold or transferred until a Georgia Certificate of Title has been issued by the Department and received by the owner of such vehicle.

RULES OF DEPARTMENT OF REVENUE MOTOR VEHICLE DIVISION

CHAPTER 560-10-30 TITLE AND REGISTRATION RECORD PROVISIONS

560-10-30-.22 Assembled Vehicles - Application.

- (1) After an inspection an applicant shall submit the following documents to apply for a Georgia Certificate of Title for an assembled vehicle:
- (a) Manufacturer Certificate of Origin (MCO) or Manufacturer Statement of Origin (MSO);
- (b) Application for Certificate of Title Form MV-1;
- (c) A fee of eighteen dollars (\$18.00);
- (d) A fee of one hundred fifty dollars (\$150.00) per motor vehicle inspected or re-inspected;
- (e) A fee of one hundred twenty-five dollars (\$125.00) per motorcycle inspected or re-inspected;
- (f) Assembled Motor Vehicle Inspection Report form T-172(A);
- (g) Copy of inspector's registration certificate;
- (h) Receipts for all parts; and
- (i) Parts and Labor certificate Form T-129.
- (2) After completion of an inspection the builder or individual shall:
- (a) Retain a copy of all documents submitted for a period of not less than three (3) years from the date of inspection; and

- (b) Provide a copy of all documents to purchaser of vehicle at time of sale.
- (3) No vehicle shall be sold or transferred until a Georgia Certificate of Title has been issued and received.
- (4) After an inspection by the Department for a Small Volume Manufacturer, the applicant shall submit the following documents to apply for a Georgia Certificate of Title for a Small Volume Manufacturer vehicle:
- (a) Application for Certificate of Title Form MV-1;
- (b) Manufacturer Certificate of Origin (MCO) or Manufacturer Statement of Origin (MSO);
- (c) An inspection report from an employee of the Department;
- (d) A statement from the Small Vehicle Manufacture the vehicle meets Georgia's safety and emission standards pursuant to the Official Code of Georgia Annotated;
- (e) Assembled Motor Vehicle Inspection Report form T-172(A);
- (f) Parts and Labor Form T-129;
- (g) Certificate of Title Application Fee of eighteen dollars (\$18.00); and
- (h) A fee of one hundred fifty dollars (\$150.00) per motor vehicle inspected.

RULES OF DEPARTMENT OF REVENUE MOTOR VEHICLE DIVISION

CHAPTER 560-10-30 TITLE AND REGISTRATION RECORD PROVISIONS

560-10-30-.23 Salvage and Assembled - Vehicle Inspection Station Requirements.

- (1) Each location shall be required to comply with the following requirements:
- (a) Maintain a general liability insurance policy in the amount of \$1,000,000.00 in the aggregate and \$100,000.00 per occurrence;
- (b) Be in compliance with all local, state, and federal regulations;
- (c) Each location shall be available for a salvage or assembled vehicle inspection for a minimum of two (2) days per week, Monday through Friday from 8:30 A.M. to 4:30 P.M., excluding state holidays;
- (d) Have a service facility to conduct an inspection both above and below the vehicle;
- (e) Provide safe customer parking and adequate lighting if the facility is open before dawn or after dusk;
- (f) Provide a safe customer waiting area;
- (g) Be located on a state road or highway that allows travel for heavy-weighted vehicles;
- (h) Owner(s) of the inspection station must:
- 1. Remit and file all local, state, and federal taxes.
- 2. Be a United States Citizen, or otherwise lawfully allowed to work in the United States;

- (i) Be registered with the Georgia Secretary of State to conduct business in Georgia;
- (j) Remit a registration fee of hundred fifty dollars (\$250.00) to the Department;
- (k) Maintain an agreement with the Department to provide a facility to conduct inspections; and
- (l) Complete and file the application for Salvage/Assembled Vehicle Inspection Location Form MV-176 with the Department.

RULES OF DEPARTMENT OF REVENUE MOTOR VEHICLE DIVISION

CHAPTER 560-10-30 TITLE AND REGISTRATION RECORD PROVISIONS

560-10-30-.24 Salvage and Assembled Vehicles - Revocation of Registration to Perform Salvage or Assembled Vehicle Inspections in Georgia.

- (1) The Department may revoke or suspend the registration and terminate the contract with an inspector or suspend the registration of an inspection station without cause and with notice. While the Department may revoke without cause, certain circumstances shall be grounds for revocation including but not limited to the following:
- (a) Violation of any federal, state, or local law or ordinance;
- (b) Failure to complete the inspection report as directed, including but not limited to vehicle identification number verification, verifying photographs and/or images to damaged, repaired or replaced parts; or
- (c) Failure to comply with any instruction of the Department.
- (2) The Department shall notify the inspector or location owner, in writing, at the address listed on their respective application.
- (3) An inspector or location owner may appeal the respective suspension, termination, or revocation by the Department by requesting a hearing from the Commissioner in accordance with the Georgia Administrative Procedures Act, within ten calendar days of the notice of suspension, termination or revocation.
- (4) The Department shall maintain a static website providing the name of all persons who are registered and have contracted with the Department to perform salvage or assembled inspections and

the street address where such registered individuals perform inspections.

Authority O.C.G.A. Secs. 48-2-12, 40-3-3, 40-3-30.1, 40-3-37.

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TITLE 40. MOTOR VEHICLES AND TRAFFIC CHAPTER 3. CERTIFICATES OF TITLE, SECURITY INTERESTS, AND LIENS ARTICLE 2. CERTIFICATES OF TITLE O.C.G.A. § 40-3-37 (2009)

40-3-37. Salvaged or rebuilt motor vehicles; inspections; fees; exemption of motorcycles; glider kits.

- (a) As used in this Code section, the term:
- (1) "Application for a certificate of title on a recovered stolen motor vehicle" means an application for a certificate of title for a motor vehicle for which an insurance company has paid a total loss claim, has obtained a title marked "unrecovered stolen motor vehicle," and which has subsequently been recovered.
 - (2) "Application for a certificate of title on a salvaged or rebuilt motor vehicle" means:
- (A) An application for a certificate of title for a motor vehicle for which a current Georgia certificate of title is marked "salvage" pursuant to subsection (e) of Code Section 40-3-36 and which has been repaired;
- (B) An application for a certificate of title for a motor vehicle for which a current out-of-state certificate of title is marked "salvage," "rebuilt," or "restored" or any similar such phrase; or
- (C) An application for a certificate of title for a motor vehicle for which a current Georgia certificate of title is marked "salvage" pursuant to subsection (e) of Code Section 40-3-36 and for which the transferee is anyone other than a licensed dealer as defined in Code Section 43-48-2.
- (b)(1) Upon receipt of an application for a certificate of title on a salvaged or rebuilt motor vehicle, the commissioner shall promptly conduct an initial inspection on each such motor vehicle prior to the issuance of a certificate of title for the motor vehicle. Upon receipt of an application for a certificate of title on a recovered stolen motor vehicle which has been stripped of:
 - (A) Substantially all its interior parts;
 - (B) Engine;
 - (C) Transmission;
 - (D) All doors;
 - (E) Complete soft top assembly including roof mechanism;
 - (F) Front clip assembly (fenders, hood, and bumper); or
 - (G) Cab and bed of a pick-up truck,

the commissioner shall promptly conduct an initial inspection on each such motor vehicle prior to the issuance of a certificate of title for the motor vehicle. The initial inspection shall include, but shall not be limited to, verification of the vehicle identification number, verification of the bills of sale or title for the major components, verification in regard to rebuilt vehicles that the word "rebuilt" is permanently affixed as required by subsection (d) of this Code section, verification that the vehicle was rebuilt in the State of Georgia, and, if the vehicle has been repaired, verification that the motor vehicle conforms to all safety equipment standards required by law. The commissioner shall be authorized to charge a fee of \$100.00 for each initial inspection of each motor vehicle. In the event a motor vehicle fails an inspection, a fee of \$100.00 shall be charged for each subsequent reinspection. The commissioner may conduct any such initial inspection and any required reinspections even though the motor vehicle may have been previously inspected under this Code section.

TITLE 40. MOTOR VEHICLES AND TRAFFIC CHAPTER 3. CERTIFICATES OF TITLE, SECURITY INTERESTS, AND LIENS ARTICLE 2. CERTIFICATES OF TITLE O.C.G.A. § 40-3-37 (2009)

- (2) If, upon inspection under paragraph (1) of this subsection, it is determined that the motor vehicle is not in full compliance with the law, the commissioner shall refuse to issue a certificate of title until compliance is reached. The commissioner may order additional, corrective repairs to such vehicle as a condition of issuance of a certificate of title.
- (c) All applications submitted pursuant to this Code section shall be accompanied by one or more photographs of the motor vehicle in its salvaged condition before any repairs have been made to such vehicle, which photographs shall be used by the commissioner in his or her inspections of the vehicle pursuant to this Code section. Any person who rebuilds or repairs a salvage motor vehicle shall submit an application for a certificate of title and obtain an inspection of such vehicle prior to the painting of such vehicle.
- (d)(1)(A) Upon inspection under subsection (b) of this Code section, if it is determined that the motor vehicle has been restored to an operable condition by the replacement of two or more major component parts, a certificate of title may be issued for such motor vehicle which shall contain the word "rebuilt" on its face in no larger than 12 point font. This requirement will indicate to all subsequent owners of the motor vehicle that such is a rebuilt motor vehicle. If any such inspection determines that the motor vehicle shall require the replacement of less than two major component parts in order to restore the motor vehicle to an operable condition, a certificate of title shall be issued for such motor vehicle which shall contain the word "rebuilt" on its face in such manner as the commissioner shall prescribe. This requirement will indicate to all subsequent owners of the motor vehicle that such is a rebuilt motor vehicle.
- (B) If it is determined that the motor vehicle required or shall require the replacement of two or more major component parts in order to restore the motor vehicle to an operable condition, the department shall cause the word "rebuilt" to be affixed to said motor vehicle at the time of inspection by the commissioner. The word "rebuilt" shall be affixed in a clear and conspicuous manner to the door post or such other location as the commissioner may prescribe. The word "rebuilt" shall be stamped on a certificate and shall be affixed to the motor vehicle in such manner as the commissioner may prescribe. The requirement of this subparagraph shall only apply to motor vehicles restored after November 1, 1982.
- (2) Upon inspection by the commissioner and compliance with paragraph (2) of subsection (b) of this Code section, if it is determined that the motor vehicle does not require the replacement of two or more major components or has not had two or more major components changed, a certificate of title shall be issued and shall contain the word "rebuilt" on its face.
- (3) If, after the initial inspection, the commissioner determines that the damage is so extensive that returning such vehicle to a safe, operable condition is impossible, the salvage certificate shall be revoked and such vehicle may only be used for scrap or parts. A vehicle for which such a determination is made shall not be issued a title under any circumstances or conditions including but not limited to obtaining of a surety bond.
- (e) Any person, firm, or corporation who rebuilds or repairs a motor vehicle whose current certificate of title is marked "salvage" shall make application for and obtain a certificate of title as provided in this Code section prior to the sale or transfer of said motor vehicle. If, under the laws of any other state, a vehicle has been declared to be nonrebuildable, the commissioner shall not issue any certificate of title for such vehicle and the vehicle shall not be used for any purpose except parts.
 - (f)(1) Motorcycles which are over 25 years old shall be exempt from the salvage laws of this state.
- (2) Motor vehicles which have been altered by the installation of a glider kit shall be issued a certificate of title containing the word "rebuilt."



Salvage & Assembled Vehicle Inspector Bond

BOND NUMBER:		
KNOW ALL MEN BY THESE PRESI	ENTS:	
That,and	, as Principa, as Surety (h	
and firmly bound unto the Georgia Depart THOUSAND AND NO/100 DOLLARS purchaser of any salvage or assembled means the salvage of the salvage o	tment of Revenue as Obligee (hereinafter "Departments" (\$50,000.00), for the use and benefit of the Department of vehicle, including their vendees or successors in theirs, executors, administrators, successors and assembles.	nt"), in the amount of FIFTY ent, and any owner or title, to which payment
to conduct inspections of salvage and as Act, O.C.G.A. § 40-3-1 et seq., and Chap	into a contract (hereinafter "Contract") with the D sembled motor vehicles in accordance with the Mototer 560-10-30 of the Rules and Regulations of the St Contract is on file in the offices of the Departmen	or Vehicle Certificate of Title ate of Georgia, Department of
with reasonable accuracy in compliance and expenses, including attorney's fees, t vehicle, including their vendees or succe negligence of the Department, owner or	WOF THIS OBLIGATION is such that if the Prince with the standards and conditions of the Contract, and hat may be sustained by any owner or purchaser of an assors in title, resulting from a failed or negligent insper purchaser, then this obligation shall be void as to otherwise it shall remain in full force and effect.	nd shall pay all loss, damages, ay salvage or assembled motor section, except due to the sole
loss, damages, and expenses, including conditions, except due to the sole neglige on this Bond, but the aggregate liability	ser of a salvage or assembled motor vehicle, who suffattorney's fees, as a result of the breach of the agence of the Department, owner or purchaser, shall hat of the Surety to all such persons shall not exceed the by giving thirty (30) days written notice to the Oblig	bove-mentioned standards or ve a right of action to recover ne amount of this Bond. The
O.C.G.A. § 40-3-1 et seq., and Chapter	in accordance with the provisions of the Motor Ve 560-10-30 of the Rules and Regulations of the Sta s intended to be and shall be construed to be a b	te of Georgia, Department of
IN WITNESS WHEREOF, the Principal this day of	and Surety have caused these presents to be duly sig,	gned and executed under seal,
	Principal Name:	
Attest:	Signature:	
Name and Title: (Affix Seal)	Name and Title:	
	Surety Name:	
Attest:	Signature:	
Name and Title:	(Affix Seal) Name and Title: (Attach Pow	ver of Attorney)

IMPORTANT: BOND MUST BE SIGNED – POWER OF ATTORNEY MUST BE ATTACHED

MV-46I September 2009



Georgia Department of Revenue Salvage and Assembled Vehicle Inspector Registration

Applicants MUST complete all sections of this form legibly, in ink. When completed, sign and return to address listed below.

SECTION A – APPLICAN	<u>I INFORMAI</u>	<u>10N</u>	
Full Legal Name:			
Residence Address:			
Mailing Address, if different from	residence address:		
City:	County Name:		Zip Code:
Phone number:		E-mail:	
Fax number :		Cell Phone:	
industry Used Motor Vehicle De Professional Licensing I I-CAR® Platinum Indiv I-CAR® Student Privac \$50,000 Surety Bond in Personal liability insura: If you are employing the inspection Local street in the industry of the	For \$100.00 regist seen ore years in the realer Pre-Licensin Board. Fidual TM Transcript Waiver (forward favor of the Geonce in the amount oyed full-time at a strion, you are not sust provide a letter.	g Seminar by the pt ded to I-CAR® rgia Department to f\$1,000,000 / a DOR registered required to main er confirming em	of Revenue \$100,000 per occurrence I Salvage or Assembled Vehicle tain personal liability insurance,
I understand and acknowledge that felony, punishable by imprisonmen than \$1,000.00 nor more than \$5,00	t for not fewer than	one nor more that	n three years or a fine of not less
Applicant's Printed Name:			
Applicant's Signature:	D:	ate:	<u>-</u>
Mail con	Mpleted application : Attn: Salva Motor Vehicle Georgia Departn P O Box Atlanta, GA	ge Vehicle e Processing nent of Revenue 740381 30374-0381	Check or Money Order #

Date ____

Denied Reason:



Document.

Georgia Department of Revenue Salvage and Assembled Vehicle Inspector Registration

AUTHORIZATION FOR RELEASE OF PERSONAL INFORMATION

I do hereby authorize a review and full disclosure of all records concerning myself to any duly authorized agent of the Georgia Department of Revenue Special Investigations Unit, whether such records are of a public, private, or confidential nature. I understand that the Georgia Department of Revenue may periodically check the Georgia criminal history information at any time during my term of employment without seeking additional consent from me.

The intent of this authorization is to give my consent for full and complete disclosure of all records of my driver's history, criminal history, educational background, military personnel records, records of military service, records of financial or credit institutions (including records of loans), records of commercial or retail credit agencies (including credit reports and/or rating), records of the Georgia Department of Revenue, and any other financial statements and records wherever filed, as well as U.S. Veterans Administration records, employment and pre-employment records (including background reports, polygraph reports and charts, efficiency ratings), and records of local, state and federal criminal justice agencies. I understand that permission is being given to the requesting entity to run additional background checks periodically without seeking additional consent from me.

I understand that any information obtained by a personal history background investigation which is developed directly or indirectly, in whole or in part, upon this release authorization will be used in determining my suitability for D.O.R. employment or employment in a governmental position of trust. I authorize the disclosure of the aforementioned personal information to any person(s) deemed by the Georgia Department of Revenue to be a participant in the determination process of such suitability. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I understand that information obtained with this authorization may be subject to public disclosure pursuant to the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.)

A photocopy of this release form will be as valid as the original form, even though the photocopy does not contain my original signature.

I have read and fully understand the contents of this Authorization for Release of Personal Information

Full Name Printed

Signature

Street Address

Sex

Race

City/State

Date of Birth

Social Security Number

Date

I have lived in Georgia the past five years
Yes or No

If no, provide previous residence addresses

Full Name of Signature

Name of Birth

Name of Spouse, if State of Georgia Income Tax was filled jointly (or name of parent if claimed as dependent on parent's return)



Georgia Department of Revenue Motor Vehicle Division

Application for Salvage and Assembled Vehicle Inspection Location

This application for a Salvage and Assembled Vehicle Inspection Location shall be completed and accepted by the Department of Revenue (DOR) prior to any activity related to salvage or assembled vehicle inspections.

SECTION A - STATION LOCATION INFORMATION:

BUSINESS NAME (CORPORA	ΓΙΟΝ, LLC, SOLE PR	COPRIETOR OR PA	RTNERSHIP) BUSINESS HOU	RS OF OPERATION
STREET (NOT A P.O. BOX)	CITY		STATE ZIP CODE	
BUSINESS PRIMARY PHON	E NUMBER	FA	AX NUMBER	
POINT OF CONTACT FULL	NAME	Pl	RIMARY PHONE NUMBER	OR SECONDARY
MAILING ADDRESS, IF DIF	FERENT	CITY	STA	TE ZIP CODE
SECTION B-OWNERS	SHIP/RELAT	IONSHIP IN	FORMATION:	
CORPO	ORATIONS &	LIMITED LI	ABILITY COMPANIES	
LEGAL NAME OF BUS	SINESS:			
LIST PRINCIPAL OFF	ICERS:			
NAME:			TITLE:	PCT:
RESIDENCE ADDRESS:				
STREET (NOT A P.O. BOX)	CITY		STATE ZIP CODE	TELEPHONE
NAME:			TITLE:	PCT:
RESIDENCE ADDRESS:				
STREET (NOT A P.O. BOX)	CITY		STATE ZIP CODE	TELEPHONE
NAME:			TITLE:	PCT:
RESIDENCE ADDRESS:				
STREET (NOT A P.O. BOX)	CITY		STATE ZIP CODE	TELEPHONE
Registered Agent:				
ADDRESS	CITY		STATE ZIP CODE	TELEPHONE

All Shareholders and percentage of ownership, including all minority interests, is required.

You may photocopy this page and provide additional partners and interests.

Form MV-176 Page 1 of 3 January 2013



http://diminishedvalueofgeorgia.com Georgia Department of Revenue Motor Vehicle Division

Application for Salvage and Assembled Vehicle Inspection Location

SOLE PROPRIETORSHIP or PARTNERSHIP

OWNER NAME:			
RESIDENCE:			
STREET (NOT A P.O. BOX)	CITY	STATE ZIP CODE	TELEPHONE
LIST ALL PARTNERS:			
NAME:		TITI E.	
RESIDENCE ADDRESS:		TITLE:	
STREET (NOT A P.O. BOX)	CITY	STATE ZIP CODE	TELEPHONE
NAMF:		TITLE:	
RESIDENCE ADDRESS:		IIILL	
STREET (NOT A P.O. BOX)	CITY	STATE ZIP CODE	TELEPHONE
You may photocopy this	page and provide	e all additional partners and inter	est holders.
SECTION C- STATION	OPERATIONA	L INFORMATION	
All questions must be answered	1:		
Met all federal, state and local Working telephone, fax and int Indoor service bay? YES Safe and secure parking for cus	business requirements ernet connection? Y stomers? YES		ES 🗆
a DOR employed salvage inspe	ctor is subject to chan	t this location and any schedule provided a ge at any time. The station point of contac aformed of their respective location schedu	et is
Employing Private Salvage Ins Vehicle inspector?	pectors? YES	NO will contract with current Private	Salvage
o Attach or forward Salv	vage Vehicle Inspector	Application Form MV 175 with all attach	ments
The Private Salvage Inspecto each change.	r information must b	e updated within 10 days and sent to DC	OR with
SECTION D - ATTACE	IMENTS TO BE	INCLUDED WITH THIS APPL	<u>ICATION</u>
	rance - \$1,000,000 Identification Reg	.00 aggregate / \$100,000 per occurristration Certificate	rence
	_	porate Officers Georgia Driver's Li	cense

Form MV-176 Page 2 of 3 January 2013



Georgia Department of Revenue Motor Vehicle Division

Application for Salvage and Assembled Vehicle Inspection Location

I understand that the Georgia Department of Revenue may periodically check the tax and Georgia criminal history information at any time during my term without seeking additional consent from me. I do hereby authorize a review and full disclosure of all records concerning myself to any duly authorized agent of the Georgia Department of Revenue Special Investigations Unit, whether such records are of a public, private, or confidential nature for criminal history and tax records.

I understand that any information obtained by a personal history background investigation, which is developed directly or indirectly, in whole or in part, upon this release authorization, will be used in determining my suitability for Department of Revenue registration in a position of trust. I authorize the disclosure of the aforementioned personal information to any person(s) deemed by the Georgia Department of Revenue to be a participant in the determination process of such suitability. I also certify that any person(s) who may furnish such information concerning me shall not be held accountable for giving this information; and I do hereby release said person(s) from any and all liability which may be incurred as a result of furnishing such information. I understand that information obtained with this authorization may be subject to public disclosure pursuant to the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.)

I understand and acknowledge that this form will be filed with the Department of Revenue and that it is a felony, punishable by imprisonment for not fewer than one nor more than three years or a fine of not less than \$1,000.00 nor more than \$5,000.00, or both, to knowingly falsify any information on this statement.

Signature(s) of Individual, Partners (All Required), Authorized Corporate Officer		
Signature	DATE	
Print Name	Position	
Signature	DATE	
Print Name	Position	
WITNESS:	DATE	
Signature		
Printed Name	Position	

Submit completed application, signed with all attachments and fees to:

GA Department of Revenue Title Processing P. O. Box 740381 ATLANTA, GA 30374-0381

Date Received: Denied Date	_Approved	Check or money order #
Reason:		

Form MV-176 Page 3 of 3 January 2013

agree as follows:

AGREEMENT BY AND BETWEEN THE GEORGIA DEPARTMENT OF REVENUE AND

	, inspector
day of	AGREEMENT (hereinafter "Agreement") is made and entered into this, 200, by and between the GEORGIA DEPARTMENT Of hereinafter "Department"), an agency of the State of Georgia, and , Salvage/Assembled Vehicle Inspector (hereinafter
· /·	(corporation, LLC, partnership, sole proprietor, etc.) The Inspector are hereinafter individually referred to as a "Party" and collectively a
	EAS, pursuant to O.C.G.A. § 40-3-30.1 and O.C.G.A. § 40-3-37, the Department conduct inspections of salvage and assembled motor vehicles prior to the issuance of title; and
of salvage and a	EAS, the Department requires the services of Inspector to perform the inspection assembled motor vehicles pursuant to Georgia law and Chapter 560-10-30 of the lations of the Department; and
WHERE contracts for thi	EAS, pursuant to O.C.G.A §40-3-3, the Department is authorized to enter into its purpose.

ARTICLE 1 Services and Standards

acknowledgements and agreement contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby

NOW THEREFORE, for and in consideration of the mutual promises, covenants,

- 1.1 <u>Scope of Services</u>. The Inspector shall conduct salvage and assembled vehicle inspections (hereinafter "Inspections") on behalf of the Department in accordance with the Motor Vehicle Certificate of Title Act, O.C.G.A. § 40-3-1 et seq., and the procedures set forth in Chapter 560-10-30 of the Rules and Regulations of the Department.
- 1.2 <u>Qualifications</u>. The Inspector shall satisfy the requirements to perform Inspections set forth in Chapter 560-10-30 of the Rules and Regulations of the Department.

- 1.3 <u>Education, Training, and Experience</u>. The Inspector represents that he or she possesses a degree of learning, skill, and ability which is ordinarily possessed by other persons doing similar work in the collision repair industry, specifically those persons with an active ICAR® Platinum IndividualTM designation.
- 1.4 <u>Due Care</u>. The Inspector shall perform the duties set forth herein with a degree of care that meets or exceeds that degree of care which is ordinarily exercised and employed by such persons under similar conditions and like circumstances. Failure to satisfy or enforce standards set forth by the Department generally, under Georgia law, as set forth in required training, as specified on Department inspection forms, and/or based on the individual instructions of any state Inspector or state supervisor will constitute a failure to meet this standard of due care. This Agreement may be terminated by the Department if, in the sole discretion of the Department, the Inspector has performed any portion of his or her duties under this Agreement below this standard of due care.

ARTICLE 2 Term and Consideration

- 2.1 <u>Term.</u> The term of this Agreement shall commence on the date hereof and shall expire at 11:59 p.m., prevailing legal time in Atlanta, Georgia, on the 30th day of November, in the year subsequent to the effective date (hereinafter referred to as "Initial Term"), unless earlier terminated or extended as specified herein.
- 2.2 <u>Renewal Term</u>. Provided this Agreement is not earlier terminated and the Inspector is not in default, this Agreement may be renewed at the expiration of the Initial Term for additional one-year terms (each year beyond the Initial Term hereinafter referred to as "Renewal Term") (the Initial Term and Renewal Term collectively referred to as the "Term"). Each Renewal Term shall be upon the terms and conditions contained herein.
- 2.3 <u>Consideration</u>. In consideration of the Inspector assisting the Department in fulfilling its statutory obligations to conduct inspections of salvage and assembled vehicles, the Inspector may assess applicants requesting the inspection, a fee not to exceed an amount set by Department regulations as compensation for the inspection. As of the date of this Agreement, such fee is fifty dollars (\$50.00).
- 2.3.1 Failure to comply with the terms and conditions in this sub-article (2.3), may result in termination of this Agreement at the sole discretion of the Department.

ARTICLE 3 Access to Records and Background Checks

- 3.1 <u>Access and Inspection</u>. The Department shall have access to any pertinent books, documents, papers, and records of the Inspector for the purpose of conducting inspections and making audit examinations relative to this Agreement, without notice.
- 3.2 Open Records Act. All records received or maintained by the Inspector in the performance of a service or function for or on behalf of an agency, a public agency, or a public office shall be subject to disclosure under the Open Records Act, O.C.G.A. 50-18-70 (hereinafter "Act"). Non-compliance with the Act may constitute a criminal act. Inspector shall advise the Department in writing within 24 hours of a request for records falling under the Act. Failure to comply with the Act is a material breach of this Agreement which may result in termination for cause.
- 3.3 <u>Background Checks</u>. The Inspector herein grants and consents to the performance of a comprehensive background check to be conducted by the Department at any time. Such background check, in the sole Discretion of the department, may include criminal records, tax records, or other records deemed relevant by the Department in investigating the Inspector's prior history. Any evidence of prior misconduct, regardless of whether such incident resulted in an arrest or criminal conviction, may result in denial or termination of this Agreement.

ARTICLE 4 Bond, Insurance and Indemnity

- 4.1 <u>Inspector Bond</u>. The Inspector shall procure and maintain a Salvage and Assembled Vehicle surety bond in the amount of Fifty Thousand Dollars (\$50,000). The Inspector shall furnish a Vehicle Inspector Bond in the form established by the Department.
- 4.2 <u>Required Qualifications for Surety</u>. All bonds at the time of issuance must be issued by a surety or insurance company authorized by the Insurance Commissioner to transact the business of suretyship in the State of Georgia, and shall have a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger.
- 4.3 <u>Liability Insurance</u>. During the Term, the Inspector shall maintain professional liability insurance (errors and omissions insurance) applicable to the Services being performed. If there is no professional liability insurance product applicable to the work being performed, the Inspector shall maintain a commercial general liability insurance policy covering bodily injury, property damage liability, and personal injury. The policy or policies shall name the officers, agents and employees of the State of Georgia as an additional named insured, but only with respect to claims which are not covered by the Georgia Tort Claims Act, O.C.G.A. §50-21-290, et seq. The Inspector shall file with the Department a certificate of insurance from an insurance

company licensed to do business in the State of Georgia showing evidence of such professional or commercial general liability insurance in limits of not less than \$1,000,000 in the aggregate, and \$100,000 per occurrence.

4.4 <u>Indemnity</u>. The Inspector shall indemnify, release and hold harmless the Department, its officers, members, employees and the State of Georgia, and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnities") from and against any and all claims, demands, liabilities, losses, cost or expenses, for any loss including but not limited to bodily injury, personal injury, property damage, expenses and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of the Inspector, its agents, employees or others working at the direction of Inspector or on its behalf, or due to any breach of this Agreement by the Inspector, or due to the application or violation of any pertinent Federal, State of local law, rule or regulation by the Inspector. This indemnification applies whether: (a) the activities involve third parties or employees or agents of the Inspector or of the State entity, (b) the State is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sold negligence of the State of Georgia and its officers or employees. This indemnification survives the termination of the Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Inspector. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund ("Fund") established and maintained by the State of Georgia Department of Administrative Services ("DOAS"), the Inspector agrees to reimburse the Fund for such monies paid out by the Fund. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Fund, the Inspector and its insurers waive any right of subrogation against the State of Georgia, its officers, employees and agents, the Fund and insurers participating hereunder, to the full extent of this indemnification.

ARTICLE 5 Confidentiality

5.1 <u>Confidential Information</u>. Inspector may be given access to Confidential Information while completing the Inspections. Confidential information is information, data, and knowledge that is not generally known to the public or to other persons who can obtain economic value from its disclosure or use, and which has actual or potential economic value as long as it is kept secret. Confidential information will include, among other things, any and all information disclosed to Inspector or known by Inspector as a consequence of performing under this Agreement that is not generally known outside the Department about the Department's finances, operations, employees, policies, manuals, processes, technology, inventions, research, improvements, computer programs, designs, services, development projects, accounts, billing methods, pricing, data, business methods, marketing, systems or plans, internal affairs, legal affairs, creative ideas and concepts, projects in development, locations, advertising and promotional procedures, operating procedures, potential or existing reorganization plans, phone lists, mailing lists, any

and all information entrusted to the Department by third parties, and any and all information defined as "Trade Secrets" under the Uniform Trade Secrets Act. Further, all information as now or hereafter defined as "personal information" under O.C.G.A. §§40-2-130, 40-3-23, and 40-5-2, and the Driver's Privacy Protection Act, 18 U.S.C. §2721, et seq. shall be regarded as Confidential Information. Confidential Information may be contained in written materials, in verbal communications, in the unwritten knowledge of employees, and/or any other tangible medium of expression, including, but not limited to, tapes, hard disk or soft disk drive mechanisms, and any and all mechanisms for electronic storage of information.

- 5.2 Except as permitted by law, the Inspector shall not:
 - a) disclose or cause to be disclosed the Confidential Information to third-parties; or
 - b) use, copy, reproduce, distribute, manufacture, duplicate, reveal, or publish the Confidential Information for any purpose except to further the functions, duties and purposes of the Department.

Notwithstanding the foregoing, the Inspector may disclose Confidential Information to its employees to the extent necessary to fulfill the intent and terms of this Agreement.

- 5.3 The Inspector shall comply with the disclosure prohibitions contained in Georgia law, including, but not limited to O.C.G.A. §§40-2-130, 40-3-23, and 40-5-2, and the Driver's Privacy Protection Act, 18 U.S.C. §2721, et seq. ("DPPA"). The Inspector shall not access or use any personal information or other data from Department records or systems for any reason other than Inspections. The Inspector shall not disclose any personal information or data from Department records or systems without the express written consent of the Department.
- 5.4 The Inspector shall return to the Department, all Confidential Information, including duplicates, whenever the Department may require that such Confidential Information be returned.
- 5.5 No license under any patent, trade secret or copyright, now or hereafter obtained is granted, will be granted, or implied by either this Inspector or the disclosure of Confidential Information.
- 5.6 To the extent necessary to protect the Department's rights, the Inspector shall cause its employees, whose services it may require to perform the services hereunder, to comply with all terms of this Agreement.
- 5.7 In addition to any other rights and remedies the Department may have, the Department shall be entitled to obtain a temporary restraining order or a preliminary or permanent injunction and other equitable relief to prevent a threatened or actual breach or continuing breach of this

paragraph. Inspector acknowledges that this paragraph shall be specifically enforceable in accordance with its terms.

5.8 Any breach of any of the terms and conditions of this paragraph may result in the immediate termination of this Agreement and such Inspector's registration to perform salvage and assembled motor vehicle inspections.

ARTICLE 6 Adjustments and Termination

- 6.1 <u>Amendments</u>. Amendments to this Agreement are not valid or effective until written and signed by all parties.
- 6.2 <u>Termination for Convenience (Without Cause)</u>. Either party may at any time, and for any reason, terminate this Agreement by giving the other party thirty (30) days written notice, with notice effective on the date sent by the party.
- 6.3 <u>Termination for Cause</u>. The Department may terminate this Agreement upon any one or more of the following events, by giving notice to the Inspector, with termination effective on the date of notice:
 - a) Inspector violates any provision of this Agreement; or
 - b) Inspector fails to comply with or otherwise violates any federal, state or local law or regulation. An arrest, conviction, judgment, or other court ruling is not necessary for the purpose of this provision; or
 - c) Inspector fails to maintain a current ICAR® Platinum IndividualTM designation; or
 - d) Insolvency or liquidation or dissolution of the Inspector is initiated; or
 - e) A voluntary or involuntary bankruptcy petition is filed by or against the Inspector under the United States Bankruptcy Code or any similar petition under any state insolvency law; or
 - f) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to Inspector.
- 6.4 <u>Revocation of Registration</u>. In the event the Inspector fails to comply or perform any of the terms, covenants, or conditions of this Agreement, the Department may revoke the Inspector's registration.
- 6.5 <u>Independent Contractor</u>. The Inspector shall be an independent contractor of the Department. In the event the Inspector is terminated, their registration is revoked, or the Agreement is otherwise cancelled or not renewed the Inspector shall not have any right to an administrative appeal for any reason.

ARTICLE 7 Miscellaneous Provisions

7.1 **Matters of Interpretation**.

- 7.1.1 <u>No Estoppel</u>. No course of action or failure to act by the Department or any of its officers, members, employees, agents or other representatives shall serve to modify this Agreement, waive rights under it or arising from its breach, or to estop the Department from enforcing its terms.
- 7.1.2 <u>Captions</u>. The Caption of each numbered provision hereof is for identification and convenience only and shall be completely disregarded in construing this Agreement.
- 7.1.3 <u>Notices</u>. Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the parties to be notified at such party's address as follows:

AS TO DEPARTMENT:	Georgia Department of Revenue Legal Affairs and Tax Policy 1800 Century Blvd. Suite 15107 Atlanta GA 30345
AS TO INSPECTOR:	

7.1.4 <u>Non-Exclusive Agreement</u>. This Agreement is entered into solely for the convenience of the Department and it in no way precludes the Department or the State from obtaining like services from other persons.

7.2 **Matters of Law**.

7.2.1 <u>Minority Participation Policy</u>. It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the State of Georgia encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. Inspectors who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See O. C. G. A. §48-7-38.

- 7.2.2 Compliance with Executive Orders Concerning Ethics. The Inspector warrants that he and his firm have complied in all respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to, Executive Order dated January 13, 2003 (establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (governing vendors to state agencies and disclosure and registration of lobbyists). In this regard, the Inspector certifies that any lobbyist employed or retained by the Inspector or his firm has both registered and made the required disclosures required by the Executive Orders, as amended.
- 7.2.3 <u>Drug Free Work Place</u>. The Inspector acknowledges that he is fully aware of the contents and requirements of Chapter 24 of Title 50 of the Official Code of Georgia. The Inspector by execution of the present Agreement does hereby certify that, to the best of his knowledge, information and belief, he and his Inspectors are in compliance with the aforesaid code section.
- 7.2.4 <u>Prohibition Against Contingent Fees</u>. As required pursuant to O.C.G.A. §50-22-6(d), the Inspector warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Agreement.
- 7.2.5 <u>Conflicts of Interest</u>. The Inspector acknowledges and certifies that the provisions of O.C.G.A. 45-10-1 et seq. concerning conflicts of interest and prohibitions of certain state officials and employees dealing with state agencies have not been and will not be violated.

7.3 General Provisions.

7.3.1 <u>Assignments and Subcontracts</u>. The Inspector shall not subcontract, assign or otherwise permit anyone to perform any of the work or provide any of the services under this Agreement, or assign or transfer any interest or right in this Agreement in whole or in part to any party. Inspector shall indemnify and hold harmless the Department, its agents, its employees, and the State of Georgia for any breach of this warranty. The Department may assign this agreement to another state governmental entity.

- 7.3.2 <u>Third Party Beneficiaries</u>. Nothing in this Agreement, whether express or implied, is intended to confer upon any other party any right or interest whatsoever, except the parties hereto, and the State of Georgia, its departments, agencies, and authorities. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities or limitations of liability whatsoever in this Agreement.
- 7.3.3 <u>Compliance with Statutes</u>. The Inspector shall comply with all applicable federal and state laws, ordinances, rules and regulations including, but not limited to procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with Americans with Disabilities Act, anti-solicitation, information, and auditing and reporting provisions.
- 7.3.4 <u>Applicable Law</u>. The law of Georgia shall govern this Agreement. In case any dispute or controversy arises between the Inspector and the Department, either party may exercise those legal remedies as may be available to them.
- 7.3.5 <u>Additional Terms</u>. Neither the Department, or the State shall be bound by any terms and conditions included in any Inspector packaging, invoice, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- 7.3.6 <u>Waiver</u>. The waiver by the Department of the breach of any provision contained in this Agreement shall not be deemed to a waiver of such provision on any subsequent breach of the same or any other provision contained in the Agreement. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.
- 7.3.7 <u>Antitrust Actions</u>. For good cause and as consideration for executing this Agreement, Inspector hereby conveys, sells, assigns, and transfers to the State of Georgia all rights, title, and interest to and to all causes of action it may now or thereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the State of Georgia pursuant hereto.
- 7.3.8 <u>No Joint Venture</u>. Nothing contained in this Agreement shall make, or shall be construed to make, the State of Georgia and the Inspection Station partners in, of, or joint venturers with each other, nor shall anything contained in this Agreement render, or shall be construed to render, either the State of Georgia or the Inspection Station liable to a third party for the debts or obligations of the other.

7.3.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and, except as otherwise stated, supersedes all prior understandings and writings, and may be changed only by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have each caused these presents to be duly signed, sealed and delivered by their duly authorized representatives on the day, month and year first above written.

Salvage/Assembled Vehicle Inspector:	
Signature	DATE
Print Name	Position
Witness: Signature	DATE
Printed Name	Position
Department of Revenue:	DATE
Signature State Revenue Commissioner	
State Revenue Commissioner	

AGREEMENT BY AND BETWEEN THE GEORGIA DEPARTMENT OF REVENUE

AND
, INSPECTION STATION
THIS AGREEMENT (hereinafter "Agreement") is made and entered into this
(Inspection Station and owner of the Inspection Station collectively referred to as "Inspection Station")(Department and Inspection Station collectively referred to as the "Parties").
WHEREAS, pursuant to O.C.G.A. § 40-3-30.1 and O.C.G.A. § 40-3-37, the Department i obligated to conduct inspections of salvage and assembled motor vehicles prior to the issuance of certificate of title; and
WHEREAS, the Department requires the use of Inspection Station facilities for Department registered Inspectors to perform inspections of salvage and assembled motor vehicles pursuant to Georgia law and Chapter 560-10-30 of the Rules and Regulations of the Department; and
WHEREAS, pursuant to O.C.G.A §40-3-3, the Department is authorized to enter intecontracts for this purpose.
NOW THEREFORE , for and in consideration of the mutual promises, covenants, acknowledgements and agreement contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:
ARTICLE 1
Services and Standards

- 1.1 <u>Scope of Services</u>. The Inspection Station facilities shall be used to conduct salvage and assembled vehicle inspections (hereinafter "Inspections") on behalf of the Department in accordance with the Motor Vehicle Certificate of Title Act, O.C.G.A. § 40-3-1 et seq., and Chapter 560-10-30 of the Rules and Regulations of the Department.
- 1.2 <u>Qualifications</u>. The Inspection Station shall satisfy all of the requirements to permit Inspections set forth in Chapter 560-10-30 of the Rules and Regulations of the Department.

ARTICLE 2 Term and Consideration

- 2.1 <u>Term.</u> The term of this Agreement shall commence on the date hereof and shall expire at 11:59 p.m., prevailing legal time in Atlanta, Georgia, on the 30th day of November, in the year subsequent to the effective date (hereinafter referred to as "Initial Term"), unless earlier terminated or extended as specified herein.
- 2.2 <u>Renewal Term.</u> Provided this Agreement is not earlier terminated and the Inspection Station is not in default, this Agreement may be renewed at the expiration of the Initial Term for additional one-year terms (each year beyond the Initial Term hereinafter referred to as "Renewal Term") (the Initial Term and Renewal Term collectively referred to as the "Term"). Each Renewal Term shall be upon the terms and conditions contained herein.
- 2.3 <u>Notice of Acceptance</u>. This Agreement may be renewed, as provided for in Paragraph 2.2 above, by the Inspection Station notifying the Department of its desire to renew the Agreement for one additional year, at least sixty (60) days prior to the expiration date of the immediately preceding Initial Term or Renewal Term. In order for a renewal to be effective, the Department must notify the Inspection Station of its acceptance no later than fifteen (15) days prior to the expiration date. Should the Department not provide such notification; the Agreement will terminate according to the terms set forth herein.

2.4 Consideration and Fees.

- 2.4.1 In consideration of the Inspection Station assisting the Department in fulfilling its statutory obligations to conduct inspections of salvage and assembled vehicles, the Inspection Station may assess applicants requesting the inspection a fee not to exceed:
 - a) Fifty Dollars (\$50.00) as a "site" fee for the use of its facility; and
 - b) Fifty Dollars (\$50.00) for a salvage or assembled vehicle inspection performed by an Inspector registered with the Department, and employed with or contracted by the Inspection Station.
 - c) The Inspection Station shall not assess the applicant requesting the inspection a fee for salvage or assembled vehicle inspection performed by a Department employee.
- 2.4.2 The Inspection Station is not authorized to collect any other state fees.
- 2.4.3 In no event shall the applicant requesting the inspection pay total fees to the Inspection Station in excess of One Hundred Dollars (\$100.00), before taxes. Fees paid to the Inspection Station do not include state inspection and titling fees due to the Department.

2.4.4 Failure to comply with the terms and conditions in this sub-article 2.4 may result in termination of this Agreement by the Department.

ARTICLE 3 Access to Records and Background Checks

- 3.1 <u>Access and Inspection</u>. The Inspection Station shall allow the Department to have access to any pertinent books, documents, papers, and records of the Inspection Station for the purpose of conducting inspections and making audit examinations relative to this Agreement, without notice.
- 3.2 Open Records Act. All records received or maintained by the Inspection Station in the performance of a service or function for or on behalf of an agency, a public agency, or a public office shall be subject to disclosure under the Open Records Act, O.C.G.A. 50-18-70 (hereinafter "Act"). Non-compliance with the Act may constitute a criminal act. Inspection Station shall advise the Department in writing within 24 hours of a request for records falling under the Act. Failure to comply with the Act is a material breach of this Agreement which may result in termination for cause.
- 3.3 <u>Background Checks</u>. The Department, in its sole discretion, may perform background checks, on all employees, directors, officers, and owners of the Inspection Station assigned to perform under this Agreement, and the Inspection Station shall cause its employees, directors, officers, and owners to consent to any background check. The Department may conduct a review of the Inspection Station's tax and revenue status.

ARTICLE 4 Insurance and Indemnity

4.1 <u>Liability Insurance</u>. During the Term, the Inspection Station shall maintain a commercial general liability insurance policy covering bodily injury, property damage liability, and personal injury. The policy or policies shall name the officers, agents and employees of the State of Georgia as an additional named insured, but only with respect to claims which are not covered by the Georgia Tort Claims Act, O.C.G.A. §50-21-290, *et seq*. The Inspection Station shall file with the Department a certificate of insurance from an insurance company licensed to do business in the State of Georgia showing evidence of such professional or commercial general liability insurance in limits of not less than \$1,000,000.00 the aggregate, and \$100,000.00 per occurrence.

- 4.2 <u>Worker's Compensation</u>. The Inspection Station shall procure and maintain workers compensation insurance in conformity with the statutory limits as established by the General Assembly of the State of Georgia (NOTE: A self-insurer must submit a certificate from the Georgia Board of Workers Compensation station the Owner qualifies to pay it's own workers compensation claims). The Inspection Station shall require all contractors and subcontractors performing work under this Agreement to obtain an insurance certificate showing proof of Workers Compensation Coverage.
- 4.3 Indemnity. The Inspection Station shall indemnify, release and hold harmless the Department, its officers, members, employees and the State of Georgia, and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnities") from and against any and all claims, demands, liabilities, losses, cost or expenses, for any loss including but not limited to bodily injury, personal injury, property damage, expenses and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of the Inspection Station, its owners, agents, employees or others working at the direction of Inspection Station or on its behalf, or due to any breach of this Agreement by the Inspection Station, or due to the application or violation of any pertinent Federal, State of local law, rule or regulation by the Inspection Station. This indemnification applies whether: (a) the activities involve third parties or employees, agents, or owners of the Inspection Station or of the State entity, (b) the State is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the State of Georgia and its officers or employees. This indemnification survives the termination of the Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Inspection Station. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund ("Fund") established and maintained by the State of Georgia Department of Administrative Services ("DOAS"), the Inspection Station agrees to reimburse the Fund for such monies paid out by the Fund. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Fund, the Inspection Station and its insurers waive any right of subrogation against the State of Georgia, its officers, employees and agents, the Fund and insurers participating hereunder, to the full extent of this indemnification.

ARTICLE 5 Confidentiality

5.1 Inspection Station may be given access to Confidential Information while completing the Inspections. Confidential Information is information, data, and knowledge that are not generally known to the public or to other persons who can obtain economic value from its disclosure or use, and which has actual or potential economic value as long as it is kept secret. Confidential Information will include, among other things, any and all information disclosed to Inspection Station or known by Inspection Station as a consequence of performing under this Agreement that is not

generally known outside the Department about the Department's finances, operations, employees, policies, manuals, processes, technology, inventions, research, improvements, computer programs, designs, services, development projects, accounts, billing methods, pricing, data, business methods, marketing, systems or plans, internal affairs, legal affairs, creative ideas and concepts, projects in development, locations, advertising and promotional procedures, operating procedures, potential or existing reorganization plans, phone lists, mailing lists, any and all information entrusted to the Department by third parties, and any and all information defined as "Trade Secrets" under the Uniform Trade Secrets Act. Further, all information as now or hereafter defined as "personal information" under O.C.G.A. §§40-2-130, 40-3-23, and 40-5-2, and the Driver's Privacy Protection Act, 18 U.S.C. §2721, *et seq.* shall be regarded as Confidential Information. Confidential Information may be contained in written materials, in verbal communications, in the unwritten knowledge of employees, and/or any other tangible medium of expression, including, but not limited to, tapes, hard disk or soft disk drive mechanisms, and any and all mechanisms for electronic storage of information.

- 5.2 Except as permitted by law, the Inspection Station shall not:
 - a) disclose or cause to be disclosed the Confidential Information to any third party;

or

b) use, copy, reproduces, distributes, manufacture, duplicate, reveal, or publish the Confidential Information for any purpose except to further the functions, duties and purposes of the Department.

Notwithstanding the foregoing, the Inspection Station may disclose Confidential Information to its employees only to the extent necessary to fulfill its obligations under this Agreement.

- 5.3 The Inspection Station shall comply with the disclosure prohibitions contained in Georgia law, including, but not limited to O.C.G.A. §§40-2-130, 40-3-23, and 40-5-2, and the Driver's Privacy Protection Act, 18 U.S.C. §2721, et seq.
- 5.4 The Inspection Station shall return to the Department all Confidential Information, including duplicates, whenever the Department may require that such Confidential Information be returned.
- 5.5 No license under any patent, trade secret or copyright, now or hereafter obtained is granted, will be granted, or implied by either this Inspection Station or the disclosure of Confidential Information.
- 5.6 To the extent necessary to protect the Department's rights, the Inspection Station shall cause its employees, whose services it may require to perform the services hereunder, to comply with all terms of this Agreement.

- 5.7 In addition to any other rights and remedies the Department may have, the Department shall be entitled to obtain a temporary restraining order or a preliminary or permanent injunction and other equitable relief to prevent a threatened or actual breach or continuing breach of this paragraph. Inspection Station acknowledges that this paragraph shall be specifically enforceable in accordance with its terms.
- 5.8 Any breach of any of the terms and conditions of this paragraph may result in the immediate termination of this Agreement and such Inspection Station's registration to perform salvage and assembled motor vehicle inspections.

ARTICLE 6 Adjustments and Termination

- 6.1 Amendments. Amendments to this Agreement are not valid or effective until written and signed by all parties.
- 6.2 Termination for Convenience (Without Cause). Either party may at any time, and for any reason, terminate this Agreement by giving the other party thirty (30) days written notice, with notice effective on the date sent by the terminating party.
- 6.3 Termination for Cause. The Department may terminate this Agreement upon any one or more of the following events, by giving notice to the Inspector, with termination effective on the date notice is sent:
 - a) Inspection Station violates any provision of this Agreement; or
 - b) Inspection Station fails to comply with or otherwise violates any federal, state or local law or regulation. An arrest, conviction, judgment, or other court ruling is not necessary for the purpose of this provision; or
 - c) Inspection Station becomes insolvent or liquidation or dissolution of the Inspection Station is initiated; or
 - e) A voluntary or involuntary bankruptcy petition is filed by or against the Inspection Station under the United States Bankruptcy Code or any similar petition under any state insolvency law; or
 - f) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to Inspection Station.
- 6.4 Revocation of Registration. In the event the Inspection Station fails to comply or perform any of the terms, covenants, or conditions of this Agreement, the Department may revoke the Inspection Station registration.

6.5 Independent Contractor. The Inspection Station shall be an independent contractor of the Department. In the event the Inspection Station's registration is revoked, or the Agreement is otherwise cancelled or not renewed, the Inspection Station shall not have any right to an administrative appeal for any reason.

ARTICLE 7 Miscellaneous Provisions

7.1 **Matters of Interpretation**.

- 7.1.1 <u>No Estoppel</u>. No course of action or failure to act by the Department or any of its officers, members, employees, agents or other representatives shall serve to modify this Agreement, waive rights under it or arising from its breach, or to estop the Department from enforcing its terms.
- 7.1.2 <u>Captions</u>. The Caption of each provision hereof is for identification and convenience only and shall be completely disregarded in construing this Agreement.
- 7.1.3 <u>Notices</u>. Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the parties to be notified at such party's address as follows:

AS TO DEPARTMENT:	Georgia Department of Revenue Tax Law and Policy Division 1800 Century Blvd Atlanta, GA 30345

AS TO INSPECTION STATION:	
AS TO OWNER OF INSPECTION STATION:	

7.1.4 <u>Non-Exclusive Agreement</u>. This Agreement is entered into solely for the convenience of the Department, and it in no way precludes the Department or the State from obtaining like services from other parties.

7.2 Matters of Law.

- 7.2.1 <u>Minority Participation Policy</u>. It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the State of Georgia encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. Inspection Stations who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See O. C. G. A. §48-7-38.
- 7.2.2 <u>Compliance with Executive Orders Concerning Ethics</u>. The Inspection Station warrants that it has complied in all respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to, Executive Order dated January 13, 2003 (establishing Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (governing vendors to state agencies and disclosure and registration of lobbyists). In this regard, the Inspection Station certifies that any lobbyist employed or retained by the Inspection Station or his firm has both registered and made the required disclosures required by the Executive Orders, as amended.
- 7.2.3 <u>Drug Free Work Place</u>. The Inspection Station acknowledges that it is fully aware of the contents and requirements of Chapter 24 of Title 50 of the Official Code of Georgia. The Inspection Station by execution of the present Agreement does hereby certify that, to the best of its knowledge, information and belief, the Inspection Station is in compliance with the aforesaid code section.
- 7.2.4 <u>Prohibition Against Contingent Fees</u>. As required pursuant to O.C.G.A. §50-22-6(d), the Inspection Station warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Agreement.
- 7.2.5 <u>Conflicts of Interest</u>. The Inspection Station acknowledges and certifies that the provisions of O.C.G.A. 45-10-1 et seq. concerning conflicts of interest and prohibitions of certain state officials and employees dealing with state agencies have not been and will not be violated.

7.3 General Provisions.

- 7.3.1 <u>Assignment</u>. The Inspection Station shall not subcontract, assign or otherwise permit anyone to perform any of the work or provide any of the services under this Agreement, or assign or transfer any interest or right in this Agreement in whole or in part to any party. Inspection Station shall indemnify and hold harmless the Department, its agents, its employees, and the State of Georgia for any breach of this warranty. The Department may assign this agreement to another state governmental entity.
- 7.3.2 <u>Third Party Beneficiaries</u>. Nothing in this Agreement, whether express or implied, is intended to confer upon any other party any right or interest whatsoever, except the parties hereto, and the State of Georgia, its departments, agencies, and authorities. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities or limitations of liability whatsoever in this Agreement.
- 7.3.3 <u>Compliance with Statutes</u>. The Inspection Station shall comply with all applicable federal and state laws, ordinances, rules and regulations including, but not limited to procedures and requirements relating to labor standards, equal employment opportunity, nondiscrimination, compliance with Americans with Disabilities Act, anti-solicitation, information, and auditing and reporting provisions.
- 7.3.4 <u>Applicable Law</u>. The law of Georgia shall govern this Agreement. In case any dispute or controversy arises between the Inspection Station and the Department, either party may exercise those legal remedies as may be available to them.
- 7.3.5 <u>Additional Terms</u>. Neither the Department, or the State shall be bound by any terms and conditions included in any Inspection Station packaging, invoice, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- 7.3.6 <u>Waiver</u>. The waiver by the Department of the breach of any provision contained in this Agreement shall not be deemed to a waiver of such provision on any subsequent breach of the same or any other provision contained in the Agreement. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.
- 7.3.7 <u>Antitrust Actions</u>. For good cause and as consideration for executing this Agreement, Inspection Station hereby conveys, sells, assigns, and transfers to the State of Georgia all rights, title, and interest to and to all causes of action it may now or thereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the State of Georgia pursuant hereto.

- 7.3.8 No Joint Venture. Nothing contained in this Agreement shall make, or shall be construed to make, the State of Georgia and the Inspection Station partners in, of, or joint venturers with each other, nor shall anything contained in this Agreement render, or shall be construed to render, either the State of Georgia or the Inspection Station liable to a third party for the debts or obligations of the other.
- 7.3.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and, except as otherwise stated, supersedes all prior understandings and writings, and may be changed only by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have each caused these presents to be duly signed, sealed and delivered by their duly authorized representatives on the day, month and year first above written.

Owner of Salvage/Assembled Vehicle Inspection Station:		
	DATE	
Signature		
Print Name	Position	
Witness:		
Signature	DATE	
Printed Name	Position	
Department of Revenue:		
	DATE	
State Revenue Commissioner		



STUDENT PRIVACY WAIVER

Date:		
Name:	I-CAR ID Number:	
Individual Information:		
Home Address:		Apt. Number:
City:	State/Province:	ZIP/Postal Code:
Phone Number:	E-Mail:	
Waiver:		
I (name)	, hereby authori:	ze I-CAR to release my I-CAR training transcript
information to the following organization	on. I understand that	I may rescind this waiver at any time providing
a written notice.		
Business Name:		
Business Address 1:		
Business Address 2:		
City:	State/Province: _	ZIP/Postal Code:
Phone Number:		
☐ The organization listed above is my o	current employer	
☐ The organization listed above is an o	rganization other tha	n my current employer
Signature:		Date:

Fax or mail this document along with a copy of a government or ministry issued photo ID to I-CAR to have your request processed.

MAIL OR FAX TO:

I-CAR Training Support Center 5125 Trillium Blvd. Hoffman Estates, IL 60192 Attn. Customer Care / Student Information Release

Fax: 800.590.1215

Email: customercare@i-car.com