



## AGREEMENT FOR ISSUANCE OF DECALS FOR REGISTRATION RENEWALS - STATIONS

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**THIS AGREEMENT** is made by and between: \_\_\_\_\_  
(hereinafter "INTERMEDIARY"), a Utah organization, having a primary address at \_\_\_\_\_ and the **State of Utah**, acting by and through the **Utah State Tax Commission ("USTC") and the Division of Motor Vehicles**, hereinafter collectively referred to as "STATE."

**NOW THEREFORE**, in consideration of the provisions and the covenants and agreements hereinafter set forth, INTERMEDIARY and the STATE hereby enter into an agreement whereby:

### **STATE agrees:**

To permit INTERMEDIARY to conduct motor vehicle registration renewals for its patrons via the On the Spot website. In that regard, INTERMEDIARY will be authorized to issue Registration forms and decals to those patrons completing that process at the location(s) identified below:

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### **INTERMEDIARY agrees:**

1. It is understood and agreed that the INTERMEDIARY in the performance of its obligations under this Agreement is an independent contractor and is not an agent of the STATE. INTERMEDIARY'S employees shall not be deemed to be employees of the STATE.
2. INTERMEDIARY shall be licensed and operating as an I/M or Inspection station and have been so licensed and operating for at least six months prior to the execution of this Agreement.
3. INTERMEDIARY agrees to designate certain employees to perform the function identified in this Agreement and to order and receive decals from STATE. INTERMEDIARY will provide STATE with a list of those employees authorized to order and receive decals.

4. All decals will be ordered and delivered to the specified employee designated by the INTERMEDIARY by notice to the STATE. Decals will be ordered from and issued by the STATE to the INTERMEDIARY in orders of at least 100. INTERMEDIARY may reorder another supply of 100 when its current stock reaches 50 or less. If INTERMEDIARY processes 100 renewals in less than two weeks, it will be authorized to increase its order to 400 per order. The STATE requires three business days to process orders, and as such, the INTERMEDIARY will place orders in sufficient time to allow for the ordering process. The STATE will ship all decal orders via the STATE'S common next day carrier.
5. All decals issued to INTERMEDIARY shall be kept in a secure locked cabinet or safe under the control of an authorized employee. Any decals ordered but not delivered must be reported to the STATE immediately. Decals not certified by the STATE as undelivered shall be deemed lost and subject to the penalties set forth in this Agreement.
6. INTERMEDIARY agrees to follow procedures mandated by the STATE in performing renewal transactions. All employees authorized to perform transactions and/or order and receive decals shall complete training provided by the STATE prior to commencing those duties. Employees may not under any circumstances reveal their password to anyone.
7. INTERMEDIARY hereby agrees that the STATE shall have access to all business and appropriate records during normal business hours for purposes of auditing INTERMEDIARY'S performance.
8. INTERMEDIARY agrees that the first loss or misuse of any decal shall be subject to at least a warning phone call with necessary corrective action defined. Three damaged or missing decals within a period of 90 days will result in the temporary suspension of the INTERMEDIARY from the program. Loss of ten or more decals may result in termination of this Agreement and removal from the program, regardless of whether such loss or misuse constitutes an initial incident.
9. The STATE reserves the right to file claim against the INTERMEDIARY'S surety bond in any instance where the INTERMEDIARY cannot account for inventory.
10. The STATE may terminate this Agreement at anytime with or without cause and upon receipt of a Notice of Termination the INTERMEDIARY will cease any and all activities under the program, return in good order, all inventory provided by the STATE, and shall terminate any promotion of participation in the program.
11. INTERMEDIARY will provide a contact person to the STATE who will be responsible to discuss problems, concerns and changes.

12. **Publicity:** Any publicity of this program, participation in this program, and/or the availability of services performed by the Intermediary under the provisions of this Agreement, including but not limited to, notices, information, pamphlets, press releases, research, reports, signage, and similar public notices prepared by or on behalf of the Intermediary shall identify the Utah State Tax Commission as sponsoring agency and shall not be released prior to written approval from the Utah State Tax Commission. Failure to comply with this revision may result in termination of this agreement.
13. INTERMEDIARY agrees to be in compliance with all taxes due STATE. Failure to remit taxes due STATE in a timely manner may result in termination of this Agreement.
14. When processing credit cards for an OTS transaction on behalf of the STATE, INTERMEDIARY agrees to protect the cardholder data in accordance with the Payment Card Industry Data Security Standard (PCI DSS) requirements at all times.

The following PCI requirements are intended to protect cardholder data and to prevent hackers and/or thieves from tampering with point-of-sale terminals:

- **Build and Maintain a Secure Network and Systems**
  - Install and maintain a firewall configuration to protect cardholder data
  - Do not use vendor-supplied defaults for system passwords and other security parameters
- **Protect Cardholder Data**
  - Protect stored cardholder data
  - Encrypt transmission cardholder data across open, public networks
- **Maintain a Vulnerability Management Program**
  - Protect all systems against malware and regularly update anti-virus software or programs
  - Develop and maintain secure systems and applications
- **Implement Strong Access Control Measures**
  - Restrict access to cardholder data by business need to know
  - Identify and authenticate access to system components
  - Restrict physical access to cardholder data

- **Regularly Monitor and Test Networks**
  - Track and monitor all access to network resources and cardholder data
  - Regularly test security systems and processes
- **Maintain an Information Security Policy**
  - Maintain a policy that addresses information security for all personnel

For more details about the PCI Data Security Standard, visit this link:  
[https://www.pcisecuritystandards.org/security\\_standards/index.php](https://www.pcisecuritystandards.org/security_standards/index.php)

15. Should INTERMEDIARY elect to use its own credit card to pay for an OTS transaction in the event that a customer lacks a credit card and pays by some alternative means such as by check, the INTERMEDIARY is liable for the cost incurred: whether there be a problem with the transaction or a problem with the customer's payment.

## **GENERAL PROVISIONS**

1. INTERMEDIARY shall not use any information provided under the terms of this agreement beyond any purpose not expressed in this agreement without prior written approval of the STATE.
2. INTERMEDIARY agrees not to assign this Agreement or any interest therein without the prior written consent of the STATE.
3. INTERMEDIARY agrees to furnish, in the amount of \$10,000, a surety bond executed by a financial institution or surety company licensed to do business in the State of Utah. The surety bond must remain in effect during the length of the Agreement between the STATE and the INTERMEDIARY.
4. INTERMEDIARY agrees to keep, for a period of five years records identifying each person or entity that accesses information and the permitted purpose for which the information will be used and must make such records available to the STATE upon request.
5. INTERMEDIARY agrees that it will, and hereby does, indemnify, defend, and hold the State, its employees and its agents, harmless from and against any and all loss, cost, liability and expense of every kind and nature claimed by a third party which result from or arise out of this Agreement; provided, however, the foregoing indemnity shall not apply to the extent of such third party claims results from or

arises out of the State’s negligent acts or failure to act. The State shall have the right to appoint an attorney to participate in the defense of any such claim at the State’s expense, provided that such participation shall not interfere with INTERMEDIARY’S right to have sole control of the defense and negotiations for settlement or compromise of such claim.

- 6. The relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Neither party shall represent to third parties that it is the representative of the other party in any manner or capacity whatsoever.
- 7. This Agreement is subject to and governed by the Driver’s Privacy Protection Act, specifically, though not limited to, United States Code Title 18 Part I Chapter 123 §2721; Utah Code Ann. §41-1a-116(3); and Utah code Ann. §63-2-101, inclusively, as may be amended from time to time.
- 8. Any issues arising from the actions authorized by this agreement shall be directed to:

**STATE: Director**  
 Motor Vehicle Division  
 Utah State Tax Commission  
 Salt Lake City, UT 84134

**INTERMEDIARY:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
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**The STATE and INTERMEDIARY mutually agree:**

- 1. The terms of this Agreement should be interpreted in accordance with laws of the State of Utah.
- 2. That the STATE shall not be responsible for omissions or errors in the data accessed or processed.
- 3. This Agreement shall remain in effect for a period of three (3) years from the date of the STATE countersignature on page 6, or until canceled by the INTERMEDIARY upon sixty (60) days prior written notice to the STATE or canceled by the STATE upon written notice.
- 4. This Agreement may be revised or amended by supplemental written addendum with the mutual consent, in writing, of both parties hereto.
- 5. The INTERMEDIARY shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or any right, title, interest therein without prior written consent of the Utah State Tax Commission. The provision includes reassignment of the contract for change in ownership.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**STATE OF UTAH**

BY: \_\_\_\_\_  
Monte D. Roberts  
Director, Division of Motor Vehicles

DATE: \_\_\_\_\_

**INTERMEDIARY**

BY: \_\_\_\_\_  
Owner/Authorized Agent

NAME: \_\_\_\_\_  
Print Name

DATE: \_\_\_\_\_