



PULL NOTICE CONTRACT

Requester # _____

THIS AGREEMENT is made and entered into this _____ day of _____ 20 _____, between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF MOTOR VEHICLES, herein called SELLER, and _____, herein called BUYER.

BUYER desires to purchase information from SELLER'S record under the terms and conditions and at the rates set forth in the "Employer Pull Notice Program, Information For Enrollment," attached hereto and hereby incorporated and made a part of this contract. SELLER will furnish information in accordance with the terms specified below:

1. SELLER will furnish said information as soon as possible after receipt of request, and will furnish a subsequent report each time a record is updated under the following conditions while the BUYER'S notification request remains valid and uncanceled: abstracts of conviction, failure to appear notices, failure to pay notices, accidents, suspensions, revocations or any other actions taken against the driving privilege or certificate.
2. BUYER will not use any information or portions of information acquired under the provisions of this contract for any purpose other than administering company policies in regard to the driving record requirements of employees. BUYER will not sell, assign or otherwise transfer any of the information or portions of information acquired under the provisions of this contract. For breach of this condition, or if the buyer fails to pay money owed the seller within 45 days of billing, the SELLER may elect to cancel this contract immediately upon notice to the BUYER.
3. All sensitive data, documentation, or other information, which is designated confidential by SELLER and is inadvertently made available to BUYER will be protected by BUYER from unauthorized use and disclosure.
4. BUYER agrees to defend, indemnify and hold harmless SELLER and its officers, agents and employees from any and all claims, actions, damages and losses which may be brought or alleged against SELLER, its officers, agents or employees by reason of the negligent, intentional, improper or unauthorized use or dissemination by BUYER, or its officers, agents or employees of accurate information furnished to BUYER by SELLER under this Agreement.
5. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
6. This Agreement is not assignable by BUYER either in whole or in part.
7. BUYER and its agents or employees shall act in an independent capacity and not as officers, employees or agents of SELLER.
8. This Agreement is subject to any restrictions, limitations or conditions enacted by the Legislature which may affect the provisions or terms of this Agreement in any manner.
9. Except for the election of SELLER to cease furnishing information or to cancel this contract upon notice as above provided, this contract shall continue until canceled by either party upon at least thirty (30) days written notice to the other.

COMPANY NAME (PLEASE PRINT)

SIGNATURE OF AUTHORIZED DMV REPRESENTATIVE

MAILING ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CITY STATE ZIP

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE