

ELECTRONIC LIENS AND TITLES PARTICIPANT AGREEMENT

Part 1 of 2

A. AGREEMENT PARTIES

This agreement is between the Ohio Department of Public Safety (ODPS) and _____, its parent and their affiliated companies located at _____, hereinafter referred to as the Participant(s). *(For multiple address locations under this Lienholder/Participant agreement, please complete and attach Section "P" - Lienholder Participant Information for Multiple Address Locations)*

B. AGREEMENT PURPOSE

The purpose of this agreement is to establish guidelines for Ohio's Electronic Liens and Titles (ELT) process to be carried out by ODPS and the Participant(s). The ELT process consists of the ability of a Participant(s) to electronically submit to ODPS requests for lien notations, lien reassignments, lien releases and requests for the printing of physical certificates of title and memorandum certificates. ODPS will electronically route the Participant(s) request to the appropriate county Clerk of the Court of Common Pleas (Clerk) for processing. ELT also includes the ability of a Participant(s) to receive an electronic notification of a lien noted in favor of the Participant(s) via either a paper application submitted directly to a Clerk or from the submission of an electronic transaction request. Part 1 of this agreement must be completed as a prerequisite to participation in the ELT process. Part 2 of this agreement is required only if Participant(s) is submitting electronic requests for transactions that result in a statutory fee as listed in Part 1 Section H.

C. AGREEMENT DURATION

This agreement shall become effective on the date of acceptance by ODPS and shall continue in full force until modified, amended, or terminated pursuant to the provisions of Part 1 Section D or Section E or Part 2 Section C.

D. GENERAL PROVISIONS

This agreement includes all terms and conditions made between ODPS and Participant(s) for this process and any amendment or modification to this agreement shall be made in writing duly executed by each party's authorized official, which shall become effective at a time mutually agreed upon by the parties. Notwithstanding any provision of this agreement to the contrary, this agreement is subject to any restrictions, limitations or conditions enacted by the Ohio General Assembly now or in the future that may affect any or all terms or provisions of this agreement in any manner. Participant(s) agrees that written notice from ODPS of any such restrictions, limitations or conditions as may be enacted by the Ohio General Assembly will constitute a modification or amendment to this agreement even though they were not put in writing and duly executed by each party's authorized official. ODPS will promptly advise Participant(s) of any such enactment. Participant(s) may immediately terminate this agreement shall it decide not to comply with the modification or amendment to this agreement.

E. TERMINATION OF AGREEMENT

This agreement may be terminated by either party at any time without cause by giving the other party at least thirty (30) days prior written notice of such termination, except as set out in Part 1 Section D, and Part 2 Section C of Electronic Fund Transfer Authorization Master Agreement for Preauthorized Payments. Notice is effective from the date delivered to or, if served by mail, five (5) calendar days from the date of mailing. Termination initiated by Participant(s) must be in writing and delivered or sent to:

Ohio Department of Public Safety
Revenue Management
Attention: Electronic Liens and Titles
P.O. Box 16521
Columbus, Ohio 43216

Telephone: 614-752-7044
Fax: 614-752-6538

Termination initiated by ODPS must be directed to the following:

F. ASSIGNMENT OF AGREEMENT

Participant(s) cannot assign this agreement either in whole or in part, without the written consent of ODPS.

G. ELECTRONIC MESSAGE TRANSMISSION

The method for the transmission of electronic messages shall be determined by ODPS.

H. SUPPORTED TRANSACTIONS

Participant(s) may initiate the following transactions with ODPS:

- a. Lien Notation *
- b. Lien Reassignment *
- c. Request for Physical Title*
- d. Lien Cancellation

* Requires completion of Part 2 *Electronic Fund Transfer Authorization Master Agreement for Preauthorized Payments*

I. SET-UP COSTS

All costs incurred by Participant(s) to participate in Ohio's ELT process are the sole responsibility of Participant(s).

J. MESSAGING COSTS

When using the AAMVA mailbox, ODPS will pay the charges for messages it retrieves from its IE mailboxes, and for those it transmits to Participant(s) mailbox.

K. MESSAGE PROCESSING TIMES

When using the AAMVA mailbox, ODPS will retrieve mail from its IE account each ODPS business day during non-prime hours (8:00 p.m. – 8:00 a.m. Eastern Time). ODPS will route retrieved messages to the appropriate Clerk that same day for processing. Responses from transactions processed by each Clerk will be sent to Participant(s) during the next non-prime time interval. Upon receipt of lien notification messages from ODPS, Participant(s) will return an electronic acknowledgment of its receipt. These timelines will be adhered to when possible, however ODPS reserves the right to process messages at alternate times in the event that technical difficulties necessitate such activity.

L. TRANSACTION COSTS

Participant(s) agrees that if Participant(s) chooses to process transactions electronically that result in a statutory fee, Participant(s) must pay for the transactions in accordance with the terms set forth in Part 2 of this agreement.

M. DESTRUCTION OF INACTIVE CERTIFICATES

Upon receipt of an electronic lien notification indicating that Participant(s) is the holder of a new lien, Participant(s) will destroy the physical certificate of title (if one exists) used to obtain the new lien.

N. SERVICE PROVIDERS

Participant(s) may choose to use a third-party service provider in order to participate in Ohio's ELT process. In such case, Participant(s) agrees to assume full responsibility and liability for the action of the Service Provider pursuant to this agreement.

O. PARTICIPANT INFORMATION

The following name and address information will be the name and address that will be utilized and recorded on the title records for ELT transactions: (Please check the box below if requesting multiple address locations under this agreement)

Please check this box if there are additional address locations for this ELT participant agreement. The required information for each address location must be completed in Section "P" and attached to this agreement.

Lienholder/Participant Name: _____

Address: _____

AAMVA National ID:* _____

Lienholder Branch ID:* _____

FEIN:* _____

Information Exchange Account ID:* _____

Information Exchange User ID:* _____

The undersigned authorized representative agrees on behalf of said participant(s) to abide by the terms and conditions set forth in Part 1 of this agreement. The undersigned authorized representative also acknowledges that Part 2 of this agreement is required in order for said participant(s) to initiate all electronic requests for transactions that result in a statutory fee.

Participating Lienholder Acknowledgment

Lienholder Name (Print or Type)

Signatory Name (Print or Type)

Title (Print or Type)

Signature _____
Date

Ohio Department of Public Safety

D. Andrew Wilson, Director

Signatory Name and Title

Signature _____
Date

* Does not print on certificate of title or memorandum.

P. LIENHOLDER PARTICIPANT INFORMATION FOR MULTIPLE ADDRESS LOCATIONS

Lienholder/Participant Name: _____

Address: _____

AAMVA National ID: * _____

Lienholder Branch ID: * _____

FEIN: * _____

Information Exchange Account ID: * _____

Information Exchange User ID: * _____

Lienholder/Participant Name: _____

Address: _____

AAMVA National ID: * _____

Lienholder Branch ID: * _____

FEIN: * _____

Information Exchange Account ID: * _____

Information Exchange User ID: * _____

Lienholder/Participant Name: _____

Address: _____

AAMVA National ID: * _____

Lienholder Branch ID: * _____

FEIN: * _____

Information Exchange Account ID: * _____

Information Exchange User ID: * _____

*Does not print on certificate of title or memorandum.

ELECTRONIC FUND TRANSFER AUTHORIZATION MASTER AGREEMENT FOR PREAUTHORIZED PAYMENTS

A. GENERAL PROVISIONS

This agreement provides the standards for electronic fund transfer (EFT) debit payment of fees to ODPS. The Participant(s) shall not assign or transfer activities under this agreement without prior written consent of ODPS. Part 2 of this agreement is required in order for said Participant(s) to initiate all electronic requests for transactions that result in a statutory fee as listed in Part 1 Section H.

1. Fees submitted through EFT shall in no way preclude, affect, or change the ability of ODPS to collect additional fees and penalties, when due.
2. ODPS shall initiate an Automated Clearing House (ACH) debit by transmitting a National Automated Clearing House Association (NACHA) formatted file to ODPS' depository for processing through the ACH system.

B. PAYMENT OF ODPS FEES DUE

1. Designation of Account

The Participant(s) shall complete a form (Section F of this agreement) that shall designate the account from which funds for payments due ODPS shall be drawn. If the designated account is held by anyone other than the Participant(s), the holder of the designated account shall authorize such use in addition to providing the account information. If the Participant(s) designates an account held by anyone other than the Participant(s), the Participant(s) shall retain responsibility for ensuring that payments are received by ODPS, including payment of charges associated with returned items as set forth below.

2. Date Fees Due

ODPS fees shall be due and made available for debit from the account designated in this authorization on the next business day following the day the transactions are completed by the county Clerks of the Court of Common Pleas.

3. Proof of Payment

Fees submitted by EFT shall be considered received when the funds are credited to ODPS' depository account.

4. Debit Amount Authorized

ODPS shall debit the Participant's designated account for the exact amount of the electronic billing. If the amount of any billing is disputed, the Participant(s) shall notify ODPS of the dispute within 30 days of the date of billing.

5. Notification of Payment Due

The Participant(s) agrees that under their right to receive written notice of varying transfers, the electronic billing will serve in lieu of written notification from ODPS.

6. Returned Items

Should ACH debits be returned from depository, the Participant(s) will reimburse ODPS for all returned items, plus returned item charges, plus any other related expenses incurred by ODPS as a result of the returned items.

C. CHANGE OR CANCELLATION OF AUTHORIZATION

1. The Participant(s) shall provide to ODPS any change in the Participant's depository account in writing, at least 30 days prior to the change.
2. The Participant(s) may cancel this authorization by providing written notification to ODPS at least 30 days prior to effective date of the cancellation.
3. ODPS reserves the right to cancel participation in this system for any reason including but not limited to non-payment, delayed payment, or a pattern of payment problems. The Participant(s) will be notified of cancellation of participation in writing. Cancellation of participation in this system would not prevent the completion of transactions via non-electronic means.

E-CODE: _____

ELECTRONIC FUND TRANSFER AUTHORIZATION MASTER AGREEMENT FOR PREAUTHORIZED PAYMENTS

D. CONTACTS

- Participants with questions or concerns may contact the ODPS Revenue Management ELT Representative at:

Ohio Department of Public Safety
 Revenue Management
 Attention: Electronic Liens and Titles
 P.O. Box 16521
 Columbus, Ohio 43216

Linda Holmes, Senior Financial Analyst
 Telephone: 614-752-7044
 Email address: lkholfmes@dps.ohio.gov
 Fax: 614-752-6538

- Please type Participant contacts below in order of contact attempt preference. Phone numbers should be direct dial numbers. *Should contact information change, please notify the above ODPS Representative.*

Name (Print or Type)

Title (Print or Type)

Phone Number

Fax Number

Email Address

Name (Print or Type)

Title (Print or Type)

Phone Number

Fax Number

Email Address

Name (Print or Type)

Title (Print or Type)

Phone Number

Fax Number

Email Address

E-CODE: _____

ELECTRONIC FUND TRANSFER AUTHORIZATION MASTER AGREEMENT FOR PREAUTHORIZED PAYMENTS

This agreement is valid when signed and dated by an authorized representative of the participating business and the Ohio Department of Public Safety. This agreement shall only be terminated upon completion of a new authorization for change in depository, or in conjunction with the master agreement.

The Ohio Department of Public Safety is hereby authorized to initiate debit entries from the account indicated above and the depository named above to debit the same from such account.

Participating Business Authorization

Company Name (Print or Type)

Signatory Name (Print or Type)

Title (Print or Type)

Signature

Date

Ohio Department of Public Safety

D. Andrew Wilson, Director

Signatory Name and Title

Signature

Date