



MEMORANDUM OF UNDERSTANDING
(Lender)
Electronic Lien Transfer Program Agreement

1. This Agreement is between the New York State Department of Motor Vehicles located at Swan Street Building, 6 Empire State Plaza, Albany, New York 12228, hereinafter referred to as DMV, and

_____ located at _____
(Lender) (Lender address)

hereinafter referred to as Lender.

2. The purpose of this Agreement is to establish parameters for DMV's Electronic Lien Transfer Program, hereinafter referred to as ELT. Both parties are to be bound by the terms and conditions set forth herein. Upon the execution of this Agreement by both parties, any oral understandings between the parties, which are not incorporated herein, shall be considered null and void.
3. This Agreement shall become effective on the date of execution and shall continue in full force until modified, amended or terminated pursuant to the provisions of paragraphs five (5), six (6) or seven (7).
4. The Lender will electronically notify DMV of a security interest in a vehicle, and DMV will electronically acknowledge that the lien has been recorded in favor of said Lender, thus eliminating the need for the issuance of a paper Notice of Lien (MV-900) by the Lender and the issuance of a paper Notice of Recorded Lien (MV-901) by DMV.
5. This Agreement includes all terms and conditions made between DMV and Lender for this process, and except as otherwise provided in paragraph six (6) of this Agreement, any amendment or modification to this Agreement shall be in writing duly executed by each party's authorized official. The amendment or modification shall become effective at a time mutually agreed upon by the parties.
6. Notwithstanding any provision of this Agreement to the contrary, this Agreement is subject to any restrictions, limitations or conditions arising out of statutory amendments enacted into State or Federal law which may affect any or all terms or provisions of this Agreement. Lender agrees that written notice from DMV of any such restrictions, limitations or conditions will constitute an amendment to this Agreement. DMV will promptly advise Lender of any such restrictions, limitations or conditions.
7. This Agreement is subject to the right of either party to terminate the Agreement at any time without cause by giving the other party at least thirty (30) days prior written notice of such termination. Notice is effective from the date delivered to or, if served by mail, five (5) days from the date of mailing. Termination initiated by Lender must be in writing and delivered to or sent to:

New York State Department of Motor Vehicles
Division of Document Production
6 Empire State Plaza, Room 333
Albany, NY 12228

Termination initiated by DMV must be directed to the attention of:

8. This Agreement is not assignable by Lender either in whole or in part, without the written consent of DMV.

9. Lender understands that this Agreement is subject to the Driver's Privacy Protection Act (18 U.S.C. §2721 et. seq.), and that all personal information which would be considered protected and which is contained in any lien information forwarded to Lender under this Agreement, will not be released by Lender to any individual or entity who would not otherwise have an authorized use under the Act. Any release of such information by Lender to any unauthorized individual or entity will result in DMV terminating this Agreement, and Lender will hold DMV harmless for any resulting damage or losses pursuant to paragraph thirteen (13) of this Agreement. Notwithstanding any other time limits set forth in paragraph seven (7) above, DMV may terminate this Agreement for such unauthorized use or disclosure by written notice to Lender, such notice to be effective upon mailing or facsimile (FAX) transmission by DMV.
10. For the purposes of a DMV audit, to be conducted at the discretion of DMV, the Lender agrees to maintain original documentation, i.e. the security agreement, with the motor vehicle owner's consent to the lien indicated on such agreement.
11. The transmission of file transfer to Lender by DMV, and to DMV by a service provider selected by Lender, will be performed utilizing dedicated leased lines and will be used to complete the following transactions:
 - a. Lien filing
 - b. Release of security interest
 - c. Lien filing cancel
 - d. Lien filing amendment
 - e. Collateral loan lien filing
 - f. Transmit processing response messages
12. Lender shall be responsible for all costs incurred by Lender to participate in New York Electronic Lien Transfer Program. If Lender decides to terminate its Agreement with DMV, or if DMV terminates this Agreement with Lender, or if Lender sells or otherwise transfers loans to another financial institution and requests that hard copies of Notice of Recorded Lien (MV-901) be produced in lieu of their electronic records, then Lender shall pay for any and all analytical, programming and computer run time costs incurred to produce such hard copies.
13. Lender agrees to indemnify and hold harmless the DMV and its officers, agents and employees from any and all claims, actions, damages or losses which may be brought or alleged against the DMV, its officers, agents or employees, for unauthorized disclosure of information, errors or omissions, or delays, or from equipment, software or communication failures, arising from the activities performed as described in this Agreement.
14. Lender agrees that transmission of lien data for vehicles where a valid NYS title has already been issued in the borrower's name (referred to as collateral loans) will not be submitted to DMV until the title document is in the Lender's possession. Lender will void and maintain such title document and agrees to indemnify and hold harmless DMV for any damages arising out of the Lender's failure to possess and maintain such document as required by DMV.
15. If Lender will be using a Service Bureau or Software Provider for the performance of this Agreement, then Lender agrees to assume full responsibility and liability for the actions of the Service Bureau or Software Provider pursuant to this Agreement. Further, Lender agrees to enter into an Agreement with any Service Bureau or Software Provider ("Provider") in which the Provider will agree to be bound by the terms of this Agreement, including but not limited to the provisions of paragraph nine (9) of this Agreement.
16. Each Lender shall transmit lien data to New York DMV through only one Service Provider. If a Lender elects to change Service Providers, Lender must notify New York DMV in writing not less than 45 days prior to the effective date of such change. Notification can be made via fax or in mailing to the address indicated in paragraph seven (7) of this Agreement.
17. Each lender filing lien release transactions agrees to continue to provide the borrower with written proof of lien satisfaction containing company letterhead, complete vehicle description and date of lien satisfaction.

ENTITY NAME

NEW YORK STATE
DEPARTMENT OF MOTOR VEHICLES

Signed _____

Signed _____

Dated _____

Dated _____

NOTARIZATION OF COMPANY SIGNATOR'S SIGNATURE

State of: _____ ss:
County of: _____

On this _____ day of _____, 20____, before me personally came
to me known and, who by me being duly sworn, deposes and says: That he/she resides at

_____ ;
that he/she is the _____, of the corporation described in and which executed the attached
instrument; that he/she knows the seal of the corporation; that the seal affixed to this instrument is such corporate seal;
that it was affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by
like order.

_____ Notary Public

