STATE OF CALIFORNIA
DMV
DEPARTMENT OF MOTOR VEHICLES
A Public Service Agency

PULL NOTICE AGREEMENT

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 records and 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 Agreement 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 Agreement. 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 Agreement 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 Agreement upon notice as above provided, this Agreement 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 **X**
MAILING ADDRESS	SIGNATURE OF AUTHORIZED REPRESENTATIVE **X**
CITY STATE ZIP	PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE