

Electronic Title Application Participant Agreement for Electronic Title Service (ETS)

A. AGREEMENT PARTIES

This Agreement is between the Ohio Department of Public Safety ("ODPS") and _____, its parent and their affiliated companies located at _____, Ohio Dealer Permit Number _____, Vendor Number _____, hereinafter referred to as "the Participant", which shall be jointly referred to as "the parties".

B. AGREEMENT PURPOSE

The purpose of this Agreement is to establish guidelines for the Participant's use of Ohio's Electronic Title Application (ETA) process through the Electronic Title Service (ETS) system. The ETA process consists of the ability of a Participant to electronically submit applications to ODPS for the issuance of certificates of title.

C. PARTICIPANT AGREEMENT

The ETA process enables a Participant to receive an electronic notification of the issuance of a certificate of title as well as an electronic file of the receipt for payment of the transaction and non-negotiable evidence of ownership (when applied for), which the Participant can print at the location stated above. This Agreement must be completed by the Participant.

In each electronically submitted application, the Participant will note the county in which the Participant wants to process transactions. ODPS will electronically route the Participant's request to the appropriate Clerk of Courts for processing. Along with this agreement, the Participant must submit at least one Acknowledgement of Financial Arrangements completed by the Clerk of Courts of a county in which the Participant has chosen to process transactions. Both this Agreement and the Acknowledgement of Financial Arrangements must be submitted together as a prerequisite to participation in the ETA process. The Participant may choose to submit multiple Acknowledgements of Financial Arrangements. The Participant may file additional Acknowledgements of Financial Arrangements at any time after this Agreement's effective date. The Participant must have an Acknowledgement of Financial Arrangements completed by the Clerk of each county in which the Participant seeks to process transactions.

D. 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 Sections E and F herein.

E. GENERAL PROVISIONS

This Agreement includes all terms and conditions made between ODPS and the Participant for this process. Any amendment or modification to this Agreement, except for the submission of any additional Acknowledgement of Financial Arrangements, shall be made in writing and duly executed by each party's authorized official and shall become effective upon execution.

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. The Participant agrees that written notice from ODPS of any such restrictions, limitations, or conditions enacted by the Ohio General Assembly will constitute a modification or amendment to this Agreement. ODPS will promptly advise the Participant of any such enactment. The Participant may terminate this Agreement should it decide not to comply with the modification or amendment to the Agreement.

F. TERMINATION OF AGREEMENT

This Agreement may be terminated by the Participant at any time without cause by giving at least thirty (30) days prior written notice to ODPS. This Agreement may be terminated by ODPS at any time without cause by giving at least thirty (30) days prior written notice to the Participant. Termination of the Agreement will not become effective until thirty (30) days after written notice of such termination is submitted to the other party. In the event that, and at ODPS's sole discretion, the Participant breaches this Agreement, ODPS may immediately terminate this Agreement. Termination initiated by the Participant or ODPS will result in the Participant's inability to participate in Ohio's ETA process. Notice of Termination must be sent by the terminating party to the following address, unless notified in writing of a change of address subsequent to the acceptance of this Agreement.

If to ODPS, notice shall be sent to:

Ohio Department of Public Safety
Title Support Section
Attention: County Title Support Unit
P. O. Box 16520
Columbus, Ohio 43216-6520

Telephone: 614-728-5816

Fax: 614-752-8929

If ODPS is sending a termination notice to the Participant, the notice shall be sent to:

Participant Contact Name

Company Name

Street Address

City, State, ZIP

Phone Number

G. WITHDRAWAL OF ACKNOWLEDGEMENT OF FINANCIAL ARRANGEMENTS

The Participant's or Clerk's decision to withdraw from an Acknowledgement of Financial Arrangements shall not result in the Participant's inability to continue processing ETS transactions with any other Clerk for which an Acknowledgement of Financial Arrangements remains in effect.

H. ASSIGNMENT OF AGREEMENT

The Participant cannot assign this Agreement, either in whole or in part, without the written consent of ODPS, which shall not be unreasonably withheld.

I. ELECTRONIC MESSAGE TRANSMISSION

The method for the transmission of electronic messages shall be determined by ODPS. ODPS can provide a technical specification document upon request (please contact the ODPS ETS representative listed under Section P below).

J. SET-UP COSTS

All costs related to, or arising out of, the Participant's participation in Ohio's ETA process are the sole responsibility of the Participant.

K. MESSAGE PROCESSING TIMES

The Participant may send messages to ODPS at any time. ODPS will continuously route transactions to the appropriate county for processing.

L. RETENTION OF SUPPORTING DOCUMENTS

If the Participant is an electronic motor vehicle dealer as defined in Ohio Revised Code section 4503.035, the Participant must store the actual application and all other documents that were converted to an electronic record by the Participant in accordance with rules established by the Registrar. All such documents must be made available for inspection to the Registrar or his/her authorized agent(s) during normal business hours. Failure to make all documents available for inspection may result in termination of the Participant's ability to participate in Ohio's ETA process.

M. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The courts of the State of Ohio shall have jurisdiction over this agreement and the parties.

N. SERVICE PROVIDERS

The Participant must use the third party service provider under contract with the Ohio Department of Public Safety to submit transactions as part of the ETS service. The Participant hereby acknowledges that use of any third party service provider does not relieve the Participant of the ultimate responsibility for ensuring that all actions required for participation in the ETA-ETS process are taken.

O. PARTICIPANT CONTACT INFORMATION

Please list the Participant contacts below based on their areas of expertise. Please notify the ODPS ETS representative listed under Section P of this Agreement should any contact information change.

Participant Company Business Contact

Name (Print or Type)

Title (Print or Type)

Phone Number *Fax Number*

E-mail Address

Participant Company Technical Contact

Contact's Name and Title (Print or Type)

Phone Number *Fax Number*

E-mail Address

Service Provider Contact Information

Name and Address of Service Provider

Contact's Name and Title (Print or Type)

Phone Number *Fax Number*

E-mail Address

P. ODPS CONTACT INFORMATION

If the Participant has any questions or concerns about the terms of this Agreement, the ETA process, or the use of ETS, please contact the ODPS / BMV Title Support Section Ohio Title Gateway representative by telephone at 614-728-5816, via e-mail at ETA@dps.ohio.gov, or in writing to:

Ohio Department of Public Safety
Title Support Section
Attention: County Title Support Unit
P. O. Box 16520
Columbus, Ohio 43216-6520

Fax: 614-752-8929

Q. PARTICIPANT ACKNOWLEDGEMENT

The Participant, by and through the undersigned authorized representative, agrees to abide by the terms and conditions set forth in this Agreement. The Participant further acknowledges that this Agreement is not valid without an Acknowledgement of Financial Arrangements completed by the Clerk of the Court of Common Pleas of at least one county. The Participant understands that an Acknowledgement of Financial Arrangements may be submitted from more than one county.

Participant Acknowledgement

Company Name (Print or Type)

Signatory Name and Title (Print or Type)

Signature

Ohio Department of Public Safety

Thomas J. Stickrath, Director

Signatory Name and Title (Print or Type)

Signature *Date*

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Acknowledgement of Financial Arrangements

I, _____, the undersigned Clerk of the Court of Common Pleas of _____ County, acknowledge that a financial arrangement has been made between my office and the Participant specified below for the purpose of processing electronically submitted applications for certificates of title.

Participant Name

Ohio Dealer Permit Number

Street Address

City, State, ZIP

Phone Number

Signature of Authorized Representative / Title

Clerk of the Court of Common Pleas Acknowledgement

Clerk Name (Print or Type)

County Name (Print or Type)

Clerk Signature

Date