



Coconino County Sheriff's Office

Jim Driscoll, Sheriff



30 DAY VEHICLE IMPOUND LIEN HOLDER HARMLESS AGREEMENT

DR#:		IMPOUND DATE:		30 DAY RELEASE DATE:	
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YEAR:		MAKE:		MODEL:		VIN:	
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In accordance with the provisions of A.R.S. § 28-3511 _____ (the "Lien Holder") is a motor vehicle dealer, bank, credit union, acceptance corporation or other licensed financial institution legally operating in this state, or other person with a security interest in the vehicle identified above (hereinafter "Vehicle") immediately prior to the Vehicle's impound by the Coconino County Sheriff's Office. The Lien Holder is requesting that the Coconino County Sheriff's Office authorize the early release of the Vehicle to the Lien Holder. In consideration for early release of the Vehicle, the Lien Holder understands and agrees to comply with the following terms and conditions:

1. The Lien Holder shall provide the Sheriff's Office with foreclosure documents or an affidavit of repossession of the vehicle;
2. The lien Holder agrees to pay all immobilization, towing and storage charges related to the immobilization or impoundment of the Vehicle and any administrative charges pursuant to A.R.S. § 28-3512(E);
3. The Lien Holder agrees that it shall not release the Vehicle to the person that was driving the Vehicle at the time of impound unless released pursuant to A.R.S. § 28-3512(E);
4. Pursuant to A.R.S. § 28-3512(5), the Lien Holder understands and agrees that should the Lien Holder allow an unlicensed driver or a driver who is arrested for A.R.S. § 4-244(34) (Minor Consuming Alcohol), A.R.S. § 28-1382 (Extreme DUI), or A.R.S. § 28-1383 (Aggravated DUI) to operate the Vehicle within one (1) year from signing of this Agreement, the Vehicle will not be eligible for any early release from future impoundments; and
5. Pursuant to A.R.S. § 28-3512(E), the Lien Holder shall require the Vehicle's owner or owner's agent to present the following documentation, and retain copies of these documents for three years, prior to the release of the Vehicle to the Vehicle's owner or owner's agent:
 - a. A valid driver's license issued by this state or the domicile of the owner or owner's agent;
 - b. A current Vehicle registration or a valid salvage or dismantle certificate of title' and
 - c. Proof the Vehicle is in compliance with the Vehicle insurance and financial responsibility requirements of A.R.S. § 28-4001 et seq.

HOLD HARMLESS

In consideration for early release of the Vehicle, the Lien Holder further agrees to defend, indemnify and hold harmless, the Coconino County Sheriff's Office and Coconino County, its employees and representatives for, from , and against, any and all claims whatsoever resulting from or arising out of the early release and removal of the Vehicle from storage prior to the expiration of the retention period required by law.



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The Lien Holder authorized the following _____ (“Named Representative”) to act on behalf of the Lien Holder to obtain the release of the Vehicle. The Named Representative will be required to present a valid driver’s license and insurance verification for the Vehicle prior to its release.

The person signing below, on behalf of the Lien Holder, has been authorized to execute this Agreement on behalf of the Lien Holder for which they sign, and no further action or approvals are needed prior to the execution.

The Company has agreed to the terms above and executed this Agreement as of the date and year notarized below.

Lien Holder: _____

Print Name: _____

Title: _____

Signature: _____

STATE OF _____)
) ss
COUNTY OF _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__.

(seal)

Notary Public