

(Company Letterhead)

Date:

Goodyear Police Department
11 N. 145TH Avenue
Goodyear, AZ 85338

Re: Debtor's Name (*Name of driver at time of impound*):

Impound Date: _____ Expiration of Impound: _____
(20 days after impound):

Loan/Account No. _____

Vehicle (*Make, Model, Year, VIN*): _____

Attn: 3511 Impound Coordinator;

Operation and Hold Harmless Agreement

In accordance with the provision of A.R.S. §§ 28-3511 and 28-3512, (*insert Company Name*) _____ (hereinafter "Company") 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 Goodyear Police Department. The Company is requesting that the Goodyear Police Department authorize the early release of the Vehicle to the Company. In consideration for early release of the Vehicle, the Company understands and agrees to comply with the following terms and conditions:

1. The Company shall provide the City with foreclosure documents or an affidavit of repossession of the Vehicle;
2. The Company 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. §§ 28-3812 and 38-3813;
3. The Company agrees that it shall not release the Vehicle to the person that was driving the Vehicle at the time of impound;
4. The Company understands and agrees that should the Company allow an unlicensed driver or a driver who is arrested for any violation of A.R.S. § 28-3511 and includes impoundments and immobilizations related to A.R.S. §28-1382 (Extreme DUI), A.R.S. §28-1383 (Aggravated DUI), A.R.S. §4-244 (Underage Drinking and Driving), A.R.S. § 28-693 (Reckless Driving), A.R.S. §28-708 (Racing on Highways), and A.R.S. §13-2906 (Obstructing a Highway or other Public Thoroughfare) to operate the vehicle within one (1) year from signing of this Agreement of Operation, the Vehicle will not be eligible for any early release from future impoundments;
5. Pursuant to A.R.S. § 28-3512 (E), the Company 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 Company further agrees to hold harmless, the City of Goodyear and the Goodyear Police Department, 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 where it is stored prior to the expiration of the retention period required by law.

The Company authorizes the following Named Representative (*insert name*) _____ to act on behalf of the Company to pick up 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 Company, has been authorized to execute this Operation and Hold Harmless Agreement on behalf of the Company for which they sign, and no further action or approvals are needed prior to execution. If not authorized to sign on the Company's behalf, the signor agrees to personally assume all responsibility for the duties and liability of the Company.

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

COMPANY

By: _____

Print Name

Its: _____

Title

Dated: _____

State of Arizona)

) ss

County of Maricopa)

This instrument was acknowledged before me this ____ day of _____, 20____, by

_____ (signer), on behalf of _____ (company).

NOTARY PUBLIC

(Notary Seal)