

## Dealer Service Program (DSP) Participating Dealer Acknowledgement Form



The New Jersey Motor Vehicle Commission (MVC) has a Dealer Service Program (DSP) available to dealers licensed by the State of New Jersey. This program supports the processing of MVC transactions resulting from the sale or lease of new or used vehicles/vessels. The MVC has authorized \_\_\_\_\_, hereinafter known as the Program Provider under the DSP, to provide a pick-up and delivery service system for dealers to process such transactions. Properly licensed New Jersey motor vehicle dealers wishing to participate, hereinafter known as Participating Dealers, in the DSP will act with approval from the MVC and utilize the Program Provider to perform title and registration transactions, collect fees, surcharges and other monies related to the sale or lease of motor vehicles/vessels and other related MVC transaction services for the general public.

### DEALERS WISHING TO PARTICIPATE IN THE DSP MUST SIGN THIS PARTICIPATING DEALER ACKNOWLEDGMENT FORM AND ADHERE TO THE FOLLOWING REQUIREMENTS:

1. The Participating Dealer shall enter into an agreement with the Program Provider for participation in the MVC's DSP.
2. The Participating Dealer pre-approved for participation in the DSP by the Program Provider must have their Participating Dealer Acknowledgement form forwarded to the MVC for final approval. No dealer will be allowed to participate in the DSP without MVC approval.
3. The Participating Dealer must, at all times, remain in full compliance with all local, State and federal laws, rules and regulations applicable to the DSP and are required to fully cooperate with any investigation by the MVC and/or the Program Provider.
4. The Participating Dealer is required to complete a mandatory training class before being admitted to the DSP. Training will be provided by the Program Provider.
5. All "Personal information" \* and "Personally Identifiable Information" \* contained within motor vehicle records must be protected in accordance with both the federal and State Drivers' Privacy Protection Acts, 18 U.S.C. §2721, et. seq. and N.J.S.A. 39:2-3.3, et. seq., and MVC regulations and policies. The Participating Dealer agrees to abide by these laws and regulations and will only disclose motor vehicle information for the sole purpose of meeting their obligations under the DSP.

*\*" Personal Information" means information that identifies an individual, including an individual's photograph; social security number; driver identification number; name; address other than the five-digit zip code; telephone number; and medical or disability information,*

*but does not include information on vehicular accidents, driving violations, and driver's status.*

*"Personally Identifiable Information" means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.*

6. The MVC may, in its sole discretion, deny, terminate or cancel the participation of the Participating Dealer if any one or more of the following conditions exist:
  - (a) Failure of the Participating Dealer to retain its status as a New Jersey licensed motor vehicle dealer;
  - (b) Failure to submit all supporting documents for each transaction. (N.J.S.A. 39:10-1, et. seq.);
  - (c) Misuse or misappropriation of MVC fees;
  - (d) Failure to follow required or approved procedures for the transfer of payments for title, registration and other fees through a pre-paid account or other agreed upon payment arrangement with the Program Provider;
  - (e) Failure to provide requested information or records for the purpose of an audit;
  - (f) Any pending or active suspensions or violations with the MVC during the 12 months prior to applying to participate in the DSP;
  - (g) The Participating Dealer is not in good standing with the New Jersey Department of Consumer Affairs or Division of Taxation;
  - (h) There exist outstanding State or federal judgments or liens;
  - (i) Failure to comply with the terms of this agreement; or
  - (j) Any other unacceptable condition or practice identified by the MVC.
7. Customers are not required to have their transactions processed through the DSP and must be informed of such by the Participating Dealer.
8. The MVC hereby authorizes the Program Provider to visit the Participating Dealer as needed to fulfill any and all responsibilities as a Program Provider of the DSP.

## Dealer Service Program (DSP) Participating Dealer Acknowledgement Form



9. The Participating Dealer shall comply with all applicable State and federal laws that require the notification of individuals in the event of unauthorized release of Personally Identifiable Information, Personal Information, or other event requiring notification. In the event of a breach of any of Participating Dealer's security obligations or other event requiring notification under applicable law ("Notification Event"), the Participating Dealer shall assume responsibility for informing the MVC within 24 (twenty-four) hours and all such appropriate individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, employees, and agents, from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey by contacting the MVC at 609-341-5777.
10. All Personally Identifiable Information and Personal Information obtained for the purposes of MVC documentation must be protected. This data and information must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)). Equipment storing this data and information shall be secured in a manner that ensures no unauthorized/unnecessary access will occur. The Participating Dealer must secure this data and information, including data and information back-ups, from manipulation, sabotage, theft or breach of confidentiality and integrity. Additionally, this data and information must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)).

**By signing this form, the Participating Dealer agrees to remain in compliance with all requirements of the Dealer Service Program. The MVC and/ or the Program Provider may suspend or terminate program participation, without notice, immediately upon the discovery of a violation of the laws or regulations of the State of New Jersey, or any other state, or any federal law or regulation. The Participating Dealer may also be terminated from the DSP for failure to comply with the requirements of this agreement.**

Name of Participating Dealer:

---

Business Address:

---

---

MVC Dealer (Wall) License Number:

---

Signature of Participating Dealer Principal, Authorized Officer or Authorized Signatory:

\_\_\_\_\_ Date \_\_\_\_\_

Name of Participating Dealer Principal, Authorized Officer or Authorized Signatory:

\_\_\_\_\_  
(Print)

Witness Signature:

\_\_\_\_\_ Date \_\_\_\_\_

Witness Name:

\_\_\_\_\_  
(Print)