

Ohio Title Gateway Participant Agreement

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 (if applicable) _____ Vendor Number _____ or if outside Ohio, FEIN _____ (if applicable), hereinafter referred to as the Participant.

B. AGREEMENT PURPOSE

The purpose of this agreement is to establish guidelines to be followed by the Ohio Department of Public Safety (ODPS) and a Participant for the submission of electronic applications for certificates of title directly to the Registrar through a process hereinafter referred to as the Ohio Title Gateway. ODPS will electronically route the Participant's application for certificate of title to the Clerk of Courts (Clerk) specified in the Participant's request for processing. The Ohio Title Gateway also includes the ability of a Participant to receive an electronic notification of the issuance of a certificate of title and an electronic file of the receipt for payment of the transaction and non-negotiable evidence of ownership (when applied for) which Participant can print at the location stated above. This agreement must be completed by Participant. Along with this agreement, the Participant must submit at least one Acknowledgement of Financial Arrangements completed by the Clerk of a county the Participant has chosen to process transactions submitted by the Participant. (See boilerplate Acknowledgment of Financial Arrangements, Attachment A.) Both this agreement and the Acknowledgement of Financial Arrangements must be submitted together as a prerequisite for participation in the Ohio Title Gateway process. A Participant may choose to submit multiple Acknowledgements of Financial Arrangements. Participant may file additional Acknowledgements of Financial Arrangements at any time after this Agreement's effective date. Participant must have an Acknowledgement of Financial Arrangements completed by the Clerk of each county the Participant chooses to process the Participant's transactions.

C. AGREEMENT DURATION

This agreement shall become effective on the date signed by ODPS and shall continue in full force until modified, amended, or terminated pursuant to the provisions of Section D or Section E of this agreement.

D. GENERAL PROVISIONS

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

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. Participant may immediately terminate this agreement if it cannot comply with the provisions enacted by the Ohio General Assembly.

E. TERMINATION OF AGREEMENT

This agreement may be terminated without cause by either party by providing to the other party thirty (30) days' written notice of the termination. ODPS may immediately terminate this agreement upon written notice to the Participant if the Participant's dealer license is revoked, the Participant fails to meet or follow the requirements in ORC section 4503.035 and OAC 4501:1-13-01, or if the Participant breaches this agreement. Termination of this agreement will result in Participant's inability to participate in the Ohio Title Gateway process. Notice of Termination must be sent by the terminating party at the following address, unless notified in writing of a change of address subsequent to the acceptance of this Agreement.

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

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

Telephone: 1-800-686-1587 and select option 3
Fax: 614-752-8929

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

Participant Contact Name

Participant Name

Street Address

City, State, ZIP

Phone Number

F. WITHDRAWAL OF ACKNOWLEDGEMENT OF FINANCIAL ARRANGEMENTS

A Participant or Clerk's decision to withdraw from an Acknowledgement of Financial Arrangements shall not result in Participant's ability to continue processing Ohio Title Gateway transactions with any other Clerk for which an Acknowledgement of Financial Arrangements remains in effect.

G. SET-UP COSTS

All costs incurred by Participant to participate in the Ohio Title Gateway process are the sole responsibility of Participant.

H. MESSAGE PROCESSING TIMES

Participant may send messages to ODPS at any time. ODPS will route transactions to the appropriate county for processing. Clerks will process transactions in accordance with their business practices and hours of operation.

I. RETENTION OF SUPPORTING DOCUMENTS

If Participant is an electronic motor vehicle dealer as defined in Ohio Revised Code section 4503.035, Participant must store the actual application and all other documents which were converted to an electronic record by 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 during normal business hours. Failure to make all documents available for inspection may result in termination of Participant's ability to participate in the Ohio Title Gateway process.

If Participant is not an electronic motor vehicle dealer as defined in Ohio Revised Code section 4503.035, Participant must forward the actual application and all other documents which were converted to an electronic record by Participant to the same Clerk that the electronic record was transmitted to within fourteen (14) days from the date the title was issued. Failure to forward all documents to the proper county within the specified timeframe may result in termination of Participant's ability to participate in the Ohio Title Gateway process.

J. 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.

K. PARTICIPANT ADMINISTRATOR INFORMATION

On behalf of Participant, the following named person assumes responsibility of administering access to the Ohio Title Gateway by employees of Participant:

Administrator Name (Print or Type)

Administrator User ID from ODPS Identity Manager (Print or Type)

Administrator Title (Print or Type)

Phone Number

Fax Number

E-mail Address

L. PARTICIPANT CONTACT INFORMATION

Please list Participant contacts below based on area of expertise. Should contact information change, please notify the above ODPS Section.

Participant Business Contact

Name (Print or Type)

Title (Print or Type)

Phone Number

Fax Number

E-mail Address

Participant Technical Contact

Contact's Name and Title (Print or Type)

Phone Number

Fax Number

E-mail Address

M. ODPS CONTACT INFORMATION

Participants with questions or concerns may contact the ODPS / BMV Title Support Section Ohio Title Gateway Representative by phone at 1-800-686-1587 and select option 3 or via e-mail to asktitles@dps.state.oh.us or in writing to:

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

Telephone: 1-800-686-1587 and select option 3
Fax: 614-752-8929

N. PARTICIPANT ACKNOWLEDGEMENT

The undersigned authorized representative agrees on behalf of said Participant to abide by the terms and conditions set forth in this agreement. The undersigned authorized representative also acknowledges that this agreement is not valid without an Acknowledgement of Financial Arrangements completed by the Clerk of at least one county. Participant understands that an Acknowledgement of Financial Arrangements may be submitted from more than one county.

Participant Acknowledgement

Participant Name (Print or Type)

Signatory Name and Title (Print or Type)

Signature

Ohio Department of Public Safety

John Born, Director

Signatory Name and Title (Print or Type)

Signature

Date

ATTACHMENT A

Acknowledgement of Financial Arrangements

I, _____, the undersigned Clerk of Courts 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 (if applicable)

Street Address

City, State, ZIP

Phone Number

Signature of Authorized Representative / Title

Clerk of Courts Acknowledgement

Clerk of Courts Name (Print or Type)

County Name (Print or Type)

Clerk Signature

Date