

SOUTH DAKOTA DEPARTMENT OF PUBLIC SAFETY, DRIVER LICENSING PROGRAM
118 W. Capitol Ave., Pierre SD 57501 • Fax: 605-773-3018 • Email: dpsmvrs@state.sd.us
Phone: 605-773-6883 • Fee per Record: \$5.00 (All credit card payments have an additional \$2 processing fee)

**REQUEST FROM EMPLOYER/PROSPECTIVE EMPLOYER TO OBTAIN A COMPLETE THREE-YEAR SOUTH DAKOTA
 ABSTRACT OF DRIVER'S OPERATING RECORD FOR COMMERCIAL DRIVER LICENSE HOLDER(S)**

Instructions: This application must be completed and approved before an applicant can obtain restricted information. Only applicants who meet the criteria outlined in Section C are eligible to obtain restricted information.

SECTION A. REQUESTER INFORMATION (THIS SECTION MUST BE COMPLETED BY ALL.)

NAME OF INDIVIDUAL PARTNERSHIP OR CORPORATION		OFFICE USE ONLY SECURITY CODE ASSIGNED	
CUSTOMER NAME (FIRM OR TRADE)		TELEPHONE NUMBER ()	
CONTACT PERSON		FAX NUMBER ()	
STREET ADDRESS (PHYSICAL LOCATION)	CITY	STATE	ZIP CODE
MAILING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP CODE

The record will be mailed to the address you provided above. If you would like to receive the record via email or fax, please provide that information:

Email Address or Fax Number _____

SECTION B. REQUEST TO OBTAIN SOUTH DAKOTA ABSTRACT OF DRIVER'S OPERATING RECORD

I am requesting the abstract of driver's operation record(s) concerning the following individual(s) who has requested his or her personal information be kept confidential. (Provide complete information for each abstract you are requesting.)

1. NAME OF RECORD HOLDER FOR RECORD BEING REQUESTED	DRIVER LICENSE NUMBER	DATE OF BIRTH
2.		
3.		
4.		
5.		
6.		

SECTION C. AUTHORIZATION

I/We hereby certify that I/we are requesting South Dakota abstract of operating records under the provisions of the Federal Driver's Privacy Protection Act. I/We are authorized to obtain these records and personal information as an employer. The driving record will be used to verify information relating to a holder of a commercial driver's license (CDL).

SECTION D. GENERAL PROVISIONS

1. This agreement is between the State of South Dakota, Department of Public Safety, hereinafter referred to as the "Department" and _____, hereinafter referred to as "Requester," for the purpose of the Department providing information from its files.
2. Requester shall not use the Department records for any purpose other than that approved by the Department in accordance with the Federal Driver's Privacy Protection Act and indicated in the authorization section of this application.

3. Requester shall pay the abstract fee to the Department as provided in SDCL § 32-35-101.
4. Requestor agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings, including reasonable attorney fees, that may arise as the result of performing services hereunder. This section does not require requestor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

SECTION D. GENERAL PROVISIONS CONT.

5. This agreement may be terminated by either party upon (30) days written notice, and may be terminated by the Department for cause at any time, with or without notice.
6. Requestor shall maintain occurrence based commercial liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
7. The Department will not be responsible for omissions or errors in the abstracts furnished to the requestor. The Department makes no representations, either express or implied, regarding the use, performance or fitness for any particular purpose of the information furnished to the requestor. Upon notification of an omission or error, the Department shall correct such omission or error in a timely fashion.
8. Requestor and any officer, agent, employee or other person employed or retained by the requestor to carry out the terms of this agreement is not an officer, agent, or employee of the Department.
9. Requestor may not refer to or use the names of the State of South Dakota, the Department, or any state official or employee for commercial purpose, except that the requestor may disclose that the Department is the provider of the records. News releases pertaining to execution or implementation of this agreement may not be made without prior written approval of the Department.
10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
11. The Department reserves the right to cease performance of any or all obligations under this Agreement, without recourse against the Department by requestor, at any time the Department is restrained or enjoined by a court of competent jurisdiction from performance of any obligations established herein or upon the effective date of an act of the South Dakota Legislature restricting or removing the Department's authority to perform any obligation established herein.
12. If performance of this Agreement is rendered impossible or is delayed, interrupted or prevented by reason of any cause which is beyond the reasonable control of the parties, then the parties shall be excused from performance of any obligation under this agreement. In the event either party is excused from the performance of any obligation pursuant to this provision, the parties shall consult and make an equitable adjustment to the payment or other provisions of this agreement.
13. This Agreement may not be assigned without the express prior written consent of the Department. This Agreement may not be amended except in writing, which writing shall be expressly identified as part hereof, and be signed by an authorized representative of each of the parties hereto.
14. This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
15. Requestor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
16. The Department may audit requestors records for the limited purpose of verification of requestors compliance with this Agreement.
17. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

SECTION E. GENERAL SECURITY REQUIREMENTS

Requester shall maintain the security and integrity of the information received. A violation of any provisions of this agreement whether by omission or commission, shall be grounds for action by the Department and may result in suspension or termination of this agreement.

1. Requester shall ensure compliance with all security requirements of this agreement. If fraud or abuse is suspected or confirmed, the requester shall immediately notify the Department by telephone at (605)773-6883. A written notification containing all facts therein shall be prepared by the requester within three business days and mailed to the Department at the following address: Department of Public Safety, Driver Licensing, 118 W Capitol Ave., Pierre SD 57501.
2. Requester shall maintain a current list of names and individuals authorized to access Department records. This list shall be available to the Department upon demand.
3. Each Department approved requester that resells or discloses personal information covered by the Federal Driver’s Privacy Protection Act 18 USC §§ 2721-2725, shall keep, for a period of five years, records identifying each person, or entity that receives such information and the permitted purpose for which the information will be used. These records shall be available to the Department upon request.
4. Each Department approved requester shall ensure that the receiver of the requested records is an approved individual/entity.
5. Requesters shall not sell, retain, distribute, provide, or transfer any record information or portion of the record information acquired under this agreement except as authorized by the Department and the Federal Driver’s Privacy Protection Act 18 USC §§ 2721-2725.

SECTION F. STATEMENT OF UNDERSTANDING, CERTIFICATION SIGNATURE(S)

Instructions: Please read the statement of understanding and sign A, B, or C below.

I understand that false or misleading answers are cause for denial of an application. I authorize the Director of Driver Licensing, or the Director’s designee, to investigate any matter or statement contained in this application.

I understand that if this application is approved, I will be required to confirm to the statements presented within this application. This application specifies the terms and conditions of our relationship. Any deviations will be considered by the Department as misuse, and may result in refusal of subsequent applications.

I Certify under the penalty of perjury under the laws of South Dakota, that all information completed in Sections A, B, and C are true and correct and that I have read and understand the aforementioned statements, and agree to comply with the requirements contained therein. Willful, unauthorized disclosure of information from any Department record for a purpose other than the one stated in the request or the sale or other distribution of the information to a person or organization not disclosed in the request may result in penalties imposed under Title 18 U.S.C. Section 2724. If approved to receive personal information, that measures have been instituted to ensure that the request for personal information from the files of the Department is used pursuant to the identified federal or state statutes, regulations, and rules of the court.

A. Individual: I certify under the penalty of perjury that all answers and information contained within this application are true and correct.

SIGNATURE

X

B. Partnership: We certify under the penalty of perjury that we are co-partners as shown on this application, and that no other person is associated in the ownership of the business, and that all answers and information contained within this application are true and correct.

SIGNATURE

X

SIGNATURE

X

C: Corporation: I Certify under the penalty of perjury that I am a corporate officer authorized to sign for the corporation identification number and that all answers and information contained within this application are true and correct.

SIGNATURE

X

TITLE

NOTARY INFORMATION

Subscribed and sworn before me this _____, day of _____, 20____.

My commission expires / /

(Seal)

(Notary Public Signature)