



## **COLORADO STATE FORM INSTRUCTIONS**

The following information will assist you in completing this form to access Motor Vehicle Records in Colorado.

The three required documents to access Colorado Motor Vehicle Records are:

1. Agreement for Drivers License Record Processing
2. Colorado Affidavit of Intended Use
3. Statement of Confidentiality

### **Colorado Agreement for Drivers License Record Processing**

1. Include your First Advantage ADR account number.
2. List your company name to the left of "Requester".
3. Provide the requested information.

### **Statement of Confidentiality**

1. List your company name to the left of "Requester"
2. Provide the requested information.
3. All staff that have access to record data must complete this form.
4. NOTE: ONLY ONE COPY OF THIS FORM MUST BE RELAYED TO ADR.

### **Colorado Affidavit of Intended Use**

1. Include your ADR Account Number
2. Initial alongside each authorized permissible purpose
  - a. If for **insurance purposes**, please complete: 1) "By an insurer or insurance support agency in connection with claims, investigations, anti-fraud activities, rating or underwriting"; and 2) "By an employer/agent or insurer of a Commercial Driver License Holder."
  - b. If for **employment purposes**, please complete: 1) "By an employer/agent or insurer of a Commercial Driver License Holder."; and 2) "By an employer with written consent of the person whose record is being requested."
3. Provide the requested information.

When complete, mail or fax the completed forms to:

First Advantage ADR  
Attn: Compliance Department  
2860 Gold Tailings Court  
Rancho Cordova, CA 95670  
Fax: (916) 456-3332

\*The Colorado form expires on an annual basis.

## **Colorado Agreement for Drivers License Record Processing**

This Agreement for Drivers License Record Processing (“Agreement”) supplements the existing Subscription Agreement between \_\_\_\_\_ (“Requestor”) and American Driving Records (“ADR”).

### **TREATMENT BY REQUESTOR OF RECORDS CONTAINING PERSONAL INFORMATION (RCPI)**

1. Requestor agrees that RCPIs are subject to regulation by the State regarding dissemination or disclosure to Requestors.
2. Driver License Records (DLR) provided by ADR will only be used by Requestor in accordance with the restrictions imposed by DMV and ADR.
3. Requestor shall complete and furnish to ADR on an annual basis the following: 1) a written Agreement for Drivers License Record Processing; 2) an Affidavit of Intended Use form; and 3) a Statement of Confidentiality.
4. Requestor agrees to implement a reasonable system and data security procedures to protect DLRs from unauthorized Disclosure. Such reasonable procedures must include, but are not limited to, user name and password access policies, firewalls, background investigations of employees or any other individuals authorized to access DLRs, and execution of confidentiality agreements by such employees or other individuals with authorized access.
5. Requestor agrees to keep and maintain, in accordance with commercially reasonable data archival standards, for a period of five (5) years after the expiration or termination date of this Agreement, books and records, including financial accounts which contain:
  - a) Documentation of Disclosure of any DLRs in its possession or control;
  - b) Documentation of systems and operation for handling of and safeguarding from unauthorized disclosure of DLRs; and
  - c) Documentation of compliance with the other terms and conditions of this Agreement.

Requestor agrees to make available to Colorado DMV or Colorado Interactive, at any reasonable time, all such books and records including financial accounts, for auditing, compliance and monitoring purposes.

6. This Agreement may be terminated by ADR at any time upon (30) days advance notice or immediately upon any material breach of any covenant herein at the option of the ADR.
7. Requestor shall report to ADR the following occurrence within twenty four (24) hours of discovery:
  - a) Any breach of security or confidentiality involving a DLR furnished to Requestor;
  - b) Any litigation involving the content of a DLR furnished to Requestor; and
  - c) Any breach of this Agreement.
8. Requestor shall be capable of generating, within twenty four (24) hours of a request by ADR, a history of its Disclosures of DLRs pertaining to any single individual.

9. Requestor acknowledges and agrees that the continuing ownership of the original Record underlying each copy of a motor vehicle record, including a DLR, remains with DMV.
10. Requester agrees that use of an RCPI is restricted to use, one time, for a legitimate purpose by a User.
11. Requestor agrees that it is subject to remedial action in the event of violation of this Agreement. Such remedial action may range from suspension for a fixed period of time to termination of access to DLRs, and may include liability for damages.
12. Requestor agrees that no third-party rights are created or acquired by reason of this Agreement.
13. The term of this Agreement shall be one (1) year from the date of signing, unless earlier terminated pursuant to the terms of this Agreement.

This Agreement does not modify, alter, expand, or delete any other terms or conditions of the Subscription Agreement. IN WITNESS WHEREOF, Requester certifies that he/she has read, understands, and agrees to the terms and conditions described herein in this Agreement.

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Signature

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Date

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Print name

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Title

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Company Name

**COLORADO  
AFFIDAVIT OF INTENDED USE**

ADR Account # \_\_\_\_\_

To obtain record(s), you must declare your intended use of the record(s). If you are acting as an agent for an authorized user, you must identify the company or entity on whose behalf you are requesting the record(s).

**INFORMATION MAY BE USED ONLY FOR THE FOLLOWING APPROVED  
PURPOSES:**

\_\_\_\_\_ By a business that will use the information to verify the accuracy of information submitted by individuals for the purposes of preventing fraud, pursuing legal remedies against or recovering a debt or security interest.

\_\_\_\_\_ In connection with a civil, criminal, administrative or arbitral proceeding in any court or before a self-regulatory body, including process service, investigation, execution of judgment, or pursuant to a court order.

\_\_\_\_\_ By an insurer or insurance support agency in connection with claims, investigations, anti-fraud activities, rating or underwriting.

\_\_\_\_\_ By an employer/agent or insurer of a Commercial Driver License Holder.

\_\_\_\_\_ By an employer with written consent of the person whose record is being requested.

Under penalty of perjury, I attest that I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law.

**X**

Date: \_\_\_\_\_

Signature

Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name of Company Represented: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\*\*\*MUST BE COMPLETED BY ALL STAFF THAT HAVE ACCESS TO RECORD DATA AND SUBMITTED WITH CONTRACT\*\*\*

## STATE OF COLORADO

### STATEMENT OF CONFIDENTIALITY FOR MOTOR VEHICLE AND/OR DRIVER RECORDS

As an employee, officer, staff member, temporary employee or subcontractor of \_\_\_\_\_ (“Requester”), you may have access to State of Colorado, Department of Revenue, Division of Motor Vehicles (“State”) official motor vehicle and/or driver records. The confidentiality of the information contained within these Records shall be maintained at all times. Record information shall not be distributed, sold or shared with any third party nor used by you in any way except as expressly authorized by the State. Disclosure of such information may be cause for legal action against you, the Vendor and any involved third party. The State shall not be in any way responsible for defense of any such action.

***Pursuant to C.R.S. 42-1-206, any person who willfully and knowingly obtains, resells, transfers, or uses information in violation of law shall be liable to any injured party for treble damages, reasonable attorneys’ fees, and costs. Other civil and criminal laws may also apply.***

I hereby acknowledge that I am and shall remain in compliance with all State and Federal laws and the contractual terms and conditions between the Vendor and the State pertaining to the security and confidentiality of motor vehicle and driver records.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

State ID# \_\_\_\_\_ State of Issuance \_\_\_\_\_ Expiration \_\_\_\_\_  
(Acceptable id’s include license or state id card)