



**AVONDALE POLICE DEPARTMENT**  
**11485 W CIVIC CENTER DR, AVONDALE, AZ 85323**  
MANDATORY VEHICLE IMPOUND  
LIEN HOLDER HARMLESS AGREEMENT

<b>DR:</b>		<b>Date of Impound:</b>		<b>Date Eligible for Release:</b>	
<b>Year:</b>		<b>Make:</b>		<b>Model:</b>	
				<b>VIN:</b>	

In accordance with the provisions of Ariz. Rev. Stat. § 28-3511 \_\_\_\_\_ (the "Lien Holder") 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 impoundment by the Avondale Police Department. The Lien Holder is requesting that the Avondale Police Department authorize the early release of the Vehicle to the Lien Holder. In consideration for early release of the Vehicle, the Lien Holder understands and agrees to comply with the following terms and conditions:

1. The Lien Holder shall provide the City with foreclosure documents or an affidavit of repossession of the Vehicle;
2. The Lien Holder agrees to pay all immobilization, towing and storage charges related to the immobilization or impoundment of the Vehicle and any administrative charges pursuant to Ariz. Rev. Stat. §§ 28-3512 and 28-3513;
3. The Lien Holder agrees that it shall not release the Vehicle to the person that was driving the Vehicle at the time of impoundment unless released pursuant to Ariz. Rev. Stat. § 28-3512(E);
4. Pursuant to Ariz. Rev. Stat. § 28-3512(5), the Lien Holder understands and agrees that should the Lien Holder allow an unlicensed driver or a driver who is arrested for Ariz. Rev. Stat. § 4-244(34) (Minor Consuming Alcohol), Ariz. Rev. Stat. § 28-1382 (Extreme DUI), or Ariz. Rev. Stat. § 28-1383 (Aggravated DUI) to operate the Vehicle within one (1) year from signing of this Agreement, the Vehicle will not be eligible for any early release from future impoundments; and
5. Pursuant to Ariz. Rev. Stat. § 28-3512(E), the Lien Holder 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 Ariz. Rev. Stat. § 28-4001 et seq.

**Hold Harmless**

In consideration for early release of the Vehicle, the Lien Holder further agrees to defend, indemnify and hold harmless, the City of Avondale and the Avondale 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 storage prior to the expiration of the retention period required by law.

The Lien Holder authorized the following \_\_\_\_\_ ("Named Representative") to act on behalf of the Lien Holder to obtain the release of 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 Lien Holder, has been authorized to execute this Agreement on behalf of the Lien Holder for which they sign, and no further action or approvals are needed prior to the execution.

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

Lien Holder: \_\_\_\_\_ STATE OF \_\_\_\_\_ )  
Print Name: \_\_\_\_\_ ) ss  
Title: \_\_\_\_\_ COUNTY OF \_\_\_\_\_ )

Signature: \_\_\_\_\_ Subscribed and sworn to (or affirmed) before me  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(seal)

\_\_\_\_\_  
Notary Public