COUNTY OF HAWAI'I

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, SOLID WASTE DIVISION

345 Kekūanāoʻa Street, Suite 41, Hilo, Hawaiʻi 96720 Phone: (808) 961-8552 • Fax: (808) 961-8553

www.hawaiizerowaste.org

VEHICLE DISPOSAL ASSISTANCE PROGRAM

APPLICATION FORM

A maximum of <u>one</u> vehicle per registered owner may be disposed of through this program. Requests are handled on a first-come, first-served basis. You must meet all eligibility requirements and receive a confirmation letter before delivering your vehicle to the vehicle disposal facility.

• NOTE: Attach a copy of the stamped "Junked" Certificate to application.

REGISTERED OWNER'S* INFORM	MATION (please pri	nt legibly):
Name(s):		
Address:		
Phone:	Email:	
VEHICLE INFORMATION (please p	orint legibly):	
License Plate No.:	VIN:	
Year: Make:	Model:	Color:
I am/we are the registered owner(s) of dispose of this vehicle. I/we release t vehicle after it has been disposed of.		•
Signature of Registered Owner/Release	or	Date submitted
Signature of Registered Owner/Release	or	Date submitted
Signature of Registered Owner/Release	or	Date submitted

*"Owner" and "Releasor" in the singular shall be construed to mean the plural if the vehicle has more than one Owner or Releasor.

VEHICLE DISPOSAL ASSISTANCE PROGRAM

WAIVER, RELEASE AND INDEMNITY AGREEMENT*

(for submittal with application form)

The undersigned party/parties to this document agree as follows:

1. RELEASOR COVENANTS:

Releasor covenants that Releasor has the authority to request the disposal of the above-described vehicle and one of the following conditions exist:

- a. The vehicle is registered for the current registration period, and the registered and legal owner no longer resides at the address on record with the County Director of Finance;
- b. The vehicle has been registered for the current or previous registration period, and the registered and legal owner disclaims ownership, or a notice of transfer has been submitted by the registered and legal owner and recorded with the County Director of Finance, and the new owner has not transferred the title or registration into the new owner's name within thirty (30) days of release;
- c. The vehicle identification number and license plates have been removed so as to nullify efforts to locate or identify the current registered and legal owner;
- d. The vehicle has not been registered for the current or previous 12-month period; or
- e. The vehicle registration records of the County Director of Finance contain no record that the vehicle has ever been registered in the County.

ø.	The registered	and legal	owner(s)	wish to	have the	vehicle	disposed	of.
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	Initial:

2. RELEASE:

For and in consideration of the County accepting Releasor's vehicle for disposal and for other good and valuable consideration, Releasor hereby releases, relinquishes, and forever discharges the County from and all claims, liability, and damages whatsoever, whether at law or in equity, in any manner involving, concerning or relating to the County's disposal of Releasor's vehicle.

3. INDEMNITY:

a. Releasor agrees to indemnify and defend the County and its elected and appointed officers, employees, agents and contractors against any and all losses (including, without limitation, attorney's fees and litigation costs) arising out of the County accepting Releasor's subject vehicle. This indemnity shall terminate upon the expiration of all applicable statutes of limitation for claims covered by this indemnification.

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- b. Releasor specifically understands and agrees that this indemnification includes the payment and satisfaction of claims by all entities who or which have claimed or may claim that they have monies due and owing to them as a result of the County accepting Releasor's subject vehicle, including but not limited to claims by persons, entities or organizations who have paid or will pay on behalf of or to the Releasor and each of them pursuant to contract or law.
- c. Releasor warrants that there are no outstanding liens that may be asserted against the County, and Releasor specifically understands and agrees to indemnify, defend and hold harmless the County from any and all claims made against the County by lienors involving the County accepting Releasor's vehicle.

Initial:	

4. UNDERSTANDING AND AGREEMENTS:

a. Releasor acknowledges, agrees and understands that this Waiver, Release and Indemnity Agreement applies to all injuries, damages and losses resulting from matters covered in Paragraph 2, even though now unanticipated, unexpected and unknown, as well as to all injuries, damages and losses which have already developed and which are now known and anticipated.

Initial	:			

5. DEFINITIONS:

Unless otherwise expressly stated in this Waiver, Release and Indemnity Agreement, the terms "Releasor" and "County" shall mean and be deemed to include all of the following: the named parties, their respective elected and appointed officers, directors, agents, department, contractors, employees, representatives, successors and assigns.

	Initial:
Signature of Registered Owner/Releasor	Date submitted
Signature of Registered Owner/Releaser	Date submitted
Signature of Registered Owner/Releaser	Date submitted

^{*&}quot;Owner" and "Releasor" in the singular shall be construed to mean the plural if the vehicle has more than one Owner or Releasor.

FOR OFFICE USE ONLY			
Date:		Form complete, signed and dated:	
Ticket #:		Junk Certification:	
Rejected?	Yes No	One vehicle per year:	
Reason:		Vehicle ID matches:	