### COUNTY OF HAWAI'I

## DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, SOLID WASTE DIVISION

345 Kekūanāoʻa Street, Suite 41, Hilo, Hawaiʻi 96720

Phone: (808) 961-8552 press option #1 • 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 guidelines before delivering your vehicle to the scrap metal recycler.

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

REGISTERED OWNER'S* INFORMATION (please print legibly):					
Name(s):					
Address:					
Phone:	Email:				
VEHICLE INFORMATION (please print legibly):					
License Plate No.:	VIN:				
Year: Make:	Model:	Color:			
I am/we are the registered owner(s) of this vehicle and hereby authorize the County of Hawai'i to dispose of this vehicle. I/we release the County of Hawai'i from any liability or claims on this vehicle after it has been disposed of.					
Signature of Registered Owner/Releasor		Date submitted			
Signature of Registered Owner/Releasor		Date submitted			
Signature of Registered Owner/Releasor		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.

Initial	<u>:</u>

#### 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.

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#### 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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<sup>\*&</sup>quot;Owner" and "Releasor" in the singular shall be construed to mean the plural if the vehicle has more than one Owner or Releasor.

- 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
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		them pursuant to contract or law.	2 0 0 1 0 1 0 1 0 1 0 1 0 1 0 1 0 1 0 1		
	c.	Releasor warrants that there are no outstan County, and Releasor specifically understandarmless the County from any and all clair involving the County accepting Releasor's	and agrees to indemnify, defend and hold ns made against the County by lienors vehicle.		
			Initial:		
4.	UN	IDERSTANDING AND AGREEMENTS:			
	a.	covered in Paragraph 2, even though now	s, damages and losses resulting from matters unanticipated, unexpected and unknown, as which have already developed and which are		
			Initial:		
5.	DE	EFINITIONS:			
	ten the	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:		
Sig	natu	re of Registered Owner/Releasor	Date submitted		
Sig	natu	re of Registered Owner/Releaser	Date submitted		

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

Date submitted

Signature of Registered Owner/Releaser