

**Gilbert Police Department**

Vehicle Impound Unit  
55 E Civic Center Drive  
Gilbert, AZ 85296



**HOLD HARMLESS AGREEMENT FOR REMOVAL OF A VEHICLE FROM THE LOCALE WHERE IT IS STORED PRIOR TO THE RETENTION PERIOD REQUIRED BY LAW IN THAT JURISDICTION.**

Debtor: \_\_\_\_\_ Year: \_\_\_\_\_

Loan #: \_\_\_\_\_ Make: \_\_\_\_\_

VIN: \_\_\_\_\_ Model: \_\_\_\_\_

In accordance with the provision of A.R.S. 28-3511 and A.R.S. 28-3512, LIEN HOLDER \_\_\_\_\_ agrees not to release the vehicle to the current registered owner of the vehicle if they were the driver at the time of the impoundment. We understand that if we do give this vehicle to this individual prior to the 20<sup>th</sup> day, we may face possible legal sanctions. We further understand that in accordance with the provisions of ARS 28-3512, the Gilbert Police Department agrees to release the listed vehicle upon payment of all charges and fees with the understanding that if in the future the authorized party allows an unlicensed driver or a driver who is arrested for ARS 4-244 (Minor Consuming Alcohol), 28-1382 (Extreme DUI), 28-1383 (Aggravated DUI), 28-693 (Reckless Driving), 28-708 (Street Racing), or 13-2906 (Obstructing a Public Thoroughfare) within one year from the signing of this agreement, then the vehicle shall not be eligible for release from future impoundment before the end of the impoundment period. This paragraph is known as the "Agreement of Operation". We also agree to hold harmless, the Gilbert Police Department/Town of Gilbert, from and against any and all claims resulting from the release of this vehicle.

We hereby authorize release the vehicle to an agent of: \_\_\_\_\_  
NAME OF COMPANY THAT REPRESENTATIVE PICKING UP VEHICLE WORKS FOR

Their representative is: NAME OF REPRESENTATIVE PICKING UP VEHICLE \_\_\_\_\_.

**Per Arizona Revised Statute 28-3512E:**

"Before a person described in subsection D of this section releases the vehicle to the owner who was operating the vehicle at the time of removal and immobilization or impoundment, the person described in subsection D of this section shall require the owner to present and shall retain for a period of at least three years from the date of releasing the vehicle a copy of all of the following:

- 1. A driver license issued by this state or the owner's or owner's agent's state of domicile.
- 2. A current vehicle registration or a valid salvage or dismantle certificate of title.
- 3. Evidence that the vehicle is in compliance with the financial responsibility requirements of chapter 9, article 4 of this title."

**Per Arizona Revised Statute 28-3512K:**

"A person described in subsection D, paragraph 1 of this section who violates subsection E of this section is responsible for a civil traffic violation and shall pay a civil penalty of at least two hundred fifty dollars."

X \_\_\_\_\_  
Lien Holder Employee Signature (Manager or Owner of Business)

X \_\_\_\_\_  
Printed Name of Authorized Person

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In the State of \_\_\_\_\_ at the address of \_\_\_\_\_ In the County of \_\_\_\_\_

X \_\_\_\_\_  
Notary Public Signature

Notary:  
Seal

My Commission expires \_\_\_\_\_

**ALL DOCUMENTS MUST BE THE NOTARIZED ORIGINALS**