



BUSINESS LOGO PLATE DESIGN RELEASE AGREEMENT

This Release Agreement is entered into this _____ day of _____, 20____, by and between the Commonwealth of Virginia, Department of Motor Vehicles (hereinafter referred to as "DMV"), and the _____(hereinafter referred to as "Owner of the Design"). The parties agree as follows:

TERMS OF AGREEMENT:

- A. Upon receipt of this executed Release Agreement and an appropriate electronic media file design, the Owner of the Design agrees to allow for DMV to use, in whole or in part, its design for the purpose of selling and promoting the sales of Virginia license plates in Virginia.
- B. When necessary, DMV will require modification of the colors and/or license plate design to meet Virginia’s license plate design standards.
- C. DMV shall submit, for approval by DMV and Owner, a metal prototype plate of the proposed design prior to making said plate available to issue.
- D. The Owner of the Design waives any royalty fees to which it might otherwise be entitled for use of its design, in whole or in part, on the special license plate.
- E. DMV shall charge the fees prescribed by law to include an administrative fee as follows (1) for 100 – 199 vehicles a fee of \$4,500; (2) for 200 – 349 vehicles a fee of \$4,200; or (3) for more than 349 vehicles a fee of 4,000. All plates issued will have a one-time fee of \$5.00 in addition to prescribed state license plate fees. Any license plates with reserved numbers or letters will have a one-time fee of \$15.00 per plate issued. Said fees will be charged to the business to which the business logo license plates are issued. DMV will collect all fees for each set of original or reissue license plates issued with the business logo.
- F. The owner of the Design shall indemnify and hold harmless DMV and the Commonwealth of Virginia, its employees and representatives from any and all claims, suits and liabilities caused by the Owner of the Design arising in connection with this Release Agreement. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth.

This contract is governed by the laws of the Commonwealth of Virginia.

AGREED:

(Owner of the Design)

Department of Motor Vehicles

By: _____
(Signature)

By: _____
Title: Assistant Commissioner Driver,
Vehicle and Data Management Services

Address: _____

Date Orig. May 13, 2011