

**AGREEMENT**  
**Between the**  
**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES**  
**And a**  
**LICENSED MOTOR VEHICLE DEALER TRAINING SCHOOL**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

BY AND BETWEEN the FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES, DIVISION OF MOTORIST SERVICES (hereinafter the Department)

AND \_\_\_\_\_  
(hereinafter the Motor Vehicle Dealer Training School)

LOCATED AT \_\_\_\_\_  
(Licensee's Address)

This agreement authorizes the named Licensee to conduct a Motor Vehicle Dealer Training School on behalf of the Department.

NOW THEREFORE, the Department and the Licensee, in consideration of the duties and responsibilities set forth herein, mutually agree as follows:

**I. THE DEPARTMENT AGREES TO:**

- A. **TRAINING:** Permit the Licensee to conduct a motor vehicle dealer training school pursuant to the terms of this agreement and applicable provisions of state law.
- B. **ADMINISTRATION AND ENFORCEMENT:** Administer and enforce the provisions of the Motor Vehicle Dealer Training School Program.

**II. THE LICENSEE AGREES TO**

- A. **LEGAL COMPLIANCE:** Comply with all applicable statutes and with all applicable policies and procedures of the Department.
- B. **PLACE OF BUSINESS:** Continuously maintain a place of business which includes at least one (1) permanent, regularly occupied structure located within the State of Florida.
- C. **MAILING ADDRESS:** Have a permanent mailing address.
- D. **OPERATIONS RESPONSIBILITY:** Designate an individual employee who will be responsible for the Licensee's operations under this agreement, and inform the Department in writing of that designation.
- E. **QUALIFIED INSTRUCTORS:** Provide qualified instructors who are subject matter experts for the subject matter on which they will provide instruction and permit only those persons who have been approved by the Department to perform instructional duties.
- F. **INSTRUCTOR RECORDS:** Maintain a list of instructors that includes the instructor's name, address and telephone number. The instructor records shall also include a summary of the instructor's qualifications and experience as an instructor and qualifications as a subject matter expert in the subject matter(s) on which the instructor provides instruction for the Licensee.
- G. **CURRICULUM:** Use a training curriculum which has been approved in writing by any and all regulatory agencies having jurisdiction over specific subject matters. Such written proof must be on file at the Licensees office.
- H. **COURSE MATERIAL:** A detailed course material developed by the Licensee, covering all required topics, reviewed and approved by the Department must be on file with the Department. This approved course material must be used to teach the students in the class.
- I. **CONDUCTING TESTS:** The Licensee shall develop and administer a test instrument containing Department approved test content. The Licensee will also develop security procedures to ensure for the safe keeping of test questions and to make sure the test is not compromised in any way.
- J. **STUDENT RECORDS MAINTENANCE:** The Licensee shall maintain a record of all students attending the school along with test scores for a minimum of three years whether the student passed or not.
- K. **CLASS CERTIFICATES:** The Licensee will issue a Department approved certificate to students who successfully complete the training and examination administered by the school.

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- L. **RANDOM MONITORING OF CLASSES:** The Licensees will allow the Department to conduct random examinations, inspections, and audits of its on-line and on-site curriculum, operations, facilities and records as they relate to the Motor Vehicle Dealer Training School, without prior notice.
- M. **CLASS REGISTRATION:** The licensee agrees to provide for a readily accessible registration process.
- N. **CLASSES:** Licensees shall provide no more than eight (8) hours of instruction on required Department topics and shall not exceed an additional twenty-four (24) hours for topics related to other regulatory agencies.
- O. **MISCELLANEOUS NOTIFICATIONS:**
  - 1. Notify the Department in writing thirty (30) days prior to any change in the School's name, ownership or address.
  - 2. Notify the Department in writing within ten (10) days.
    - A. Of changes in responsible party for school operations.
    - b. Whenever the school ceases to do business or changes class offerings.
- P. **INDEMNIFICATION:** Indemnify and hold harmless the State of Florida, the Florida Department of Highway Safety and Motor Vehicles, and all of their officers, employees, and agents from and against any and all claims, losses, damages, costs and other proceedings made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from any act or omission of the Licenses or the Licensee's agents, Instructors or other employees in the performance of this agreement.

**III. COMMUNICATIONS**

The Licensee and the Department designate the following to receive the written notices and communications, which are desired or required under this agreement:

<b>LICENSE</b>	<b>DEPARTMENT</b>
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
City/State: _____	City/State: _____
Telephone: _____	Telephone: _____
Fax #: _____	Fax #: _____

**IV. PROFESSIONAL CONDUCT**

- A. **PROHIBITED HIRING PRACTICES:** The Licensee agrees not to engage the services of any employee of the Department as an agent, instructor, or employee that is deemed by the Department as a conflict of interest.
- B. **APPLICANT ASSISTANCE:** The Licensee agrees that no agent, instructor, or employee will be permitted to assist a student during the class examination, nor provide any student with any unfair advantage that would allow the student to pass an examination.

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## V. ADVERTISING

- A. **GUARANTEES:** The Licensee further agrees that no advertising shall indicate in any way that the Licensee can issue or guarantee the issuance of a Motor Vehicle Dealer License or imply that the Licensee can in any way influence the Department in the issuance of a Motor Vehicle Dealer License or imply that preferential or advantageous treatment from the Department can be obtained.

The Licensee further agrees that no advertising shall indicate in any way that the Department is exclusively promoting their school or the school belongs to the Department or the Department is enforcing the requirement of the classes through their school.

- B. **ENDORSEMENTS:** The Licensee agrees to refrain from indicating that its school is approved, sanctioned or in any way endorsed by the Department, except to say that it is "licensed".
- C. **SCHOOL NAME:** The Licensee agrees not to use any name in it's advertising besides the name on it's application for licensure and not to use the word "state" in any part of it's name.

## VI. EXPIRATION

This agreement shall remain in effect until cancelled or terminated as set forth in Section VII of this agreement.

## VII. TERMINATION, CANCELLATION, LEGISLATIVE ACT, AND REINSTATEMENT

- A. **TERMINATION:** Either party to this agreement may terminate this agreement for any reason by providing sixty (60) days written notice of termination to the other party.
- B. **CANCELLATION:** The Department reserves the right to cancel this agreement immediately upon determining that the Licensee or any agent, employee, or instructor of the Licensee has done one or more of the following:
1. Has failed to comply with or satisfy any of the provisions of this agreement or the Department's instructions relating to this agreement.
  2. Has falsified any record or information relating to the Motor Vehicle Dealer Training School Program.
  3. Has committed an act which compromises the integrity of the Motor Vehicle Dealer Training School Program.
  4. Has refused to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes.
- C. **BY ACT OF LEGISLATURE:** Licensing of schools will be terminated upon cancellation of the program by the legislature. Cancellation of this agreement shall be effected by furnishing the Licensee with written notice of the cancellation, which shall be effective immediately upon receipt. The notice shall include a short and plain statement of the facts necessitating the cancellation. If the Department determines that grounds for cancellation exist and relate to a failure to comply with or satisfy any provision of the agreement, the Department may postpone cancellation and allow the Licensee thirty (30) days to correct the deficiency.
- D. **REINSTATEMENT:** If a notice of cancellation is issued and the Licensee disagrees with the notice, the Licensee may, within twenty-one (21) calendar days after receipt of the notice, request an administrative hearing pursuant to Chapter 120, Florida State Statutes. Such request shall be made in writing to the Director of the Division of Motorist Services.

## VIII. ADMENDMENTS

- A. **NECESSARY AMENDMENTS:** The Licensee agrees to accept any amendment to any provision of this agreement, if the amendment is set forth in writing, is necessitated by change in state law and is requested by the Department. The Licensee shall execute such an amendment upon request by the Department.
- B. **OTHER AMENDMENTS:** Except as otherwise provided, this agreement may be amended only by the mutual consent of the parties which is expressed in writing and is signed by a duly authorized representative of each party. No verbal representation, interpretation, or commitment by any officer, agent representative, or employee of either party, either before or after the execution of this agreement shall affect or modify any of the provisions in the agreement, unless the representative's interpretation, commitment, or representation is expressly stated in a written amendment, signed by a duly authorized representative of each party.

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**NON-ASSIGNABILITY:** This agreement and the Licensee's license are not assignable by the Licensee, either in whole or in part.

**WAIVERS AND UNENFORCEABILITY:** A waiver by either party of any provisions of this agreement shall not act as a waiver of any other provision of this agreement. If any provision of this agreement is for any reason declared invalid, illegal or unenforceable, that declaration shall not affect the remainder of the provisions of this agreement.

**IX. REQUIREMENTS**

- A. The parties to this agreement hereby agree that the **MOTOR VEHICLE DEALER TRAINING SCHOOL REQUIREMENTS** (Attachment "A" to this agreement\_ shall be the requirements for persons other than employees of the Florida Department of Highway Safety and Motor Vehicles to conduct Motor Vehicle Dealer Training Schools as provided for under Florida law.
- B. The licensee agrees to the instructor qualifications outlined in **the MOTOR VEHICLE DEALER TRAINING SCHOOL REQUIREMENTS.**

**IN WITNESS WHEREOF,** the parties hereto have executed this agreement as of the date first written above.

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**BY:** Florida Department of Highway Safety and Motor Vehicles

**NAME:** Mr. Ed Broyles

**TITLE:** Bureau Chief, Bureau of Dealer Services, Division of Motorist Services

**SIGNATURE:** \_\_\_\_\_