DEPARTMENT OF EDUCATION
DIVISION OF VOCATIONAL REHABILITATION
VEHICLE MODIFICATION CONSUMER ACKNOWLEDGMENT

The Division of Vocational Rehabilitation ("DVR") provides vehicle modification services to eligible consumers to help meet consumer transportation need (the "Services"). If DVR determines you are eligible for Services, DVR will select a qualified vendor to perform such Services (the "Vendor"). DVR will not provide Services to you unless and until you complete, sign, date and return this form to DVR. If you are not the sole owner of record of the vehicle that will be modified, each additional record owner must also execute this Acknowledgment form.

EACH PERSON EXECUTING THIS FORM AGREES, REPRESENTS, AND ACKNOWLEDGES INDIVIDUALLY AND COLLECTIVELY:

1. If DVR enters into an agreement for Services on my behalf or affecting my vehicle (the "Agreement"), the Agreement shall be between DVR and the Vendor, and only DVR can agree to a change in the terms of that Agreement. If I desire additional work done on my vehicle. I will not seek or allow to be done such additional work until the work required under the Agreement is finished (including any and all required inspections, certificates and approvals), unless DVR, in its sole discretion, agrees in writing to such additional work. Under no circumstances, shall DVR be responsible to pay for such additional work, unless DVR agrees to pay for the same in writing prior to the, time such additional work is performed.

2. DVR is merely the payer for the Services. DVR does not and will not warrant any of the work and shall not be liable for any defect or damages resulting from the work. The vendor performing the work (and any applicable parts manufacturers) shall be solely responsible for any defects or damages resulting from the work. If the work is defective or results in damages, I will seek redress solely from the vendor (and such parts manufacturers) and not from DVR.

3. Until all work is completed and the completed work is approved by DVR in writing, I will at no time deny access to my vehicle to the vendor or DVR. I will not interfere, in any way whatsoever, with any person's ability to timely complete any and all work under the Agreement. I will immediately notify my DVR counselor of any problems relating to the Services. If I violate any terms of this paragraph or paragraph 1 above, DVR has the right to stop any further work from being performed under the Agreement, and I shall be responsible for completing such work at my own expense.

4. If DVR determines at any time, in its reasonable discretion, that the work performed may have been defective, I agree that DVR may select a different vendor to correct any defective work and complete all remaining work. Even after the vehicle has been delivered to me, I agree to grant DVR possession of the vehicle for the purpose of inspecting the vehicle if DVR has reason to believe the vehicle may be dangerous to operate. If the inspection reveals defective work resulting in a dangerous condition, DVR may send the vehicle to a vendor to correct the defective work. If I violate any provision of this paragraph, I agree to reimburse DVR for the full amount expended by DVR under the Agreement.
5. I shall have and maintain insurance on the vehicle for an amount adequate to replace the vehicle as modified. If I sell the vehicle within five (5) years after the work is completed, I shall use the proceeds towards the purchase of another appropriately modified vehicle.

6. The DVR client and all persons having any ownership interest in the vehicle being modified have executed this Acknowledgement Form.

I HAVE CAREFULLY READ THE ACKNOWLEDGEMENT FORM AND AGREE TO COMPLY FULLY WITH ITS TERMS.

________________________________________  ____________________________  ___________
OWNER' SIGNATURE                        PRINTED NAME                  DATE

________________________________________  ____________________________  ___________
OWNER' SIGNATURE                        PRINTED NAME                  DATE

________________________________________  ____________________________  ___________
OWNER' SIGNATURE                        PRINTED NAME                  DATE