

**CITY OF SANTA FE, EX REL.,
SANTA FE POLICE DEPARTMENT**
Plaintiff,

vs.

One (1) _____
Vehicle Year Make Model Color

_____ **SFPD Case #** _____
Vehicle VIN #:

License Plate #

Defendant.

VEHICLE RELEASE AGREEMENT WITH IGNITION INTERLOCK

(Ignition Interlock Device to be installed within 24 hours)

THIS AGREEMENT is approved and entered on this _____ day of _____,
20_____, by and between the **CITY OF SANTA FE, EX REL., SANTA FE POLICE
DEPARTMENT** (hereinafter "SFPD"), and _____,
("Owner").

1. SFPD seized the above "subject vehicle" from Offender on _____
because he/she was arrested for [] driving while under the influence of intoxicating liquor or
drugs.

2. Owner acknowledges the following facts: (Please Initial All)

_____ A. Offender operated the subject vehicle. _____

_____ B. Offender has been arrested for first DWI. _____.

3. SFPD agrees to return subject vehicle to Owner under the following terms and
conditions:

_____ A. SFPD will release subject vehicle upon execution of this Agreement and payment of
\$_____ in tow, storage, and processing fees. _____

_____ B. Owner agrees to show proof of insurance and a current registration for the subject
vehicle upon release of the vehicle by SFPD. _____

C. Check One:

_____ (i) Owner agrees to have an ignition interlock device installed in the subject vehicle (continuously until disposition of sentence for this offense and for the period ordered by the court at disposition) by an approved vendor prior to release of the subject vehicle by SFPD. Owner agrees to provide proof of installation of the device and maintenance contract by providing copies to SFPD by fax at (505) 955-5021 or by the interlock provider. This contract must be faxed by the interlock provider directly to SFPD. Owner agrees to have the device installed by _____, before driving the vehicle off the DWI Forfeiture Lot. _____

_____ 4. Owner acknowledges that the vehicle was seized because Offender was arrested for DWI or was driving while license is revoked. Owner agrees that he/she will not operate any vehicle illegally, after the vehicle is released by SFPD, and for the term of this agreement (until disposition of the offense and after compliance with any court sentence for the offense). _____

**** 5. In consideration for the release of the subject vehicle and because Owner is now aware of the basis of the seizure of the vehicle, Owner agrees as follows:

_____ A. If the activity of the ignition interlock device prior to adjudication shows alcohol use by any operator, regardless whether it is the person whose use was originally declared to be a nuisance, the vehicle shall be returned to SFPD within twenty-four (24) hours of notification, to be impounded until the DWI charge is resolved. If Owner fails to return the vehicle within twenty-four (24) hours, Owner shall be deemed to have abandoned all alternatives to forfeiture and the vehicle shall be subject to forfeiture proceedings. _____

_____ B. Owner agrees voluntarily to surrender possession of any ownership interest of any vehicle used in violation of this agreement to the SFPD, forfeiting all right and title in the subject vehicle held by the Owner; and to execute a disclaimer of interest in the subject vehicle and perform such other actions required to transfer title of the subject vehicle to the SFPD. _____

_____ C. Owner acknowledges that violations of this agreement include, but are not limited to, subsequent arrests for (i) DWI, (ii) operating a vehicle on a license revoked or suspended for DWI, or otherwise violating conditions imposed upon the use of an ignition interlock device, and (iii) violating the provisions of an interlock agreement entered into in accordance with this Vehicle Release Agreement, including attempts to operate a vehicle after consuming alcohol, evidenced by notice(s) of violation by the applicable ignition interlock provider. _____

_____ D. Owner acknowledges that violations of this agreement may result in legal action, including but not limited to, actions to enforce this agreement, petitions for forfeiture, and any other actions authorized by law to abate a motor vehicle nuisance created by Owner in contravention of SFCC § 24-9. _____

_____ 6. Owner further agrees to waive any future innocent owner defense if he/she is arrested for DWI or driving with a revoked driver's license while operating this vehicle and must request a due process vehicle forfeiture hearing if attempting to get the vehicle. _____

