

SFPD Case #: _____

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

Plaintiff,

vs.

One (1)

Vehicle Year Make Model Color

Vehicle VIN

License Plate State

Defendant.

VEHICLE RELEASE AGREEMENT WITH IGNITION INTERLOCK

THIS AGREEMENT is approved and entered on this ____ day of____, 201_, by and between the **CITY OF SANTA FE, EX REL., SANTA FE POLICE DEPARTMENT** (hereinafter "SFPD"), and _____ ("Owner").

1. SFPD seized the subject vehicle from Owner _____ on ____/____/____ because Owner was arrested for allegedly Driving While under the Influence of intoxicating liquor or drugs ("DWI").
2. Owner acknowledges the following facts: (Please initial in the space provided)
 - a. Owner operated the subject vehicle. _____
 - b. Owner has no prior DWI convictions. _____
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 towing, storage, interlock tracking and processing fees. _____
 - b. Owner agrees to provide proof of insurance and current registration for the subject vehicle prior to release of the vehicle by SFPD. _____

- c. Owner agrees to have an ignition interlock device installed in the subject vehicle (continuously until the disposition of the charge for this offense and for the period ordered by the court, if any, at disposition) by an approved vendor prior to the release of the subject vehicle by SFPD. Owner or interlock provider agrees to provide proof of installation of the device and a copy of the maintenance contract to SFPD by fax (505-955-5021). Owner agrees to have the device installed by _____ before driving the subject vehicle from the SFPD Forfeiture Lot. _____
 - d. Owner understands that “disposition of the charge” means an admission of guilt in or a finding of guilt by a court of competent jurisdiction, whether or not sentence is imposed, or an acquittal after trial, or a dismissal of the charge with prejudice. “Disposition of charge” DOES NOT include a “nolle prosequi” or dismissal without prejudice unless the prosecutor states in writing that the prosecutor does not intend to re-file charges at a later date. _____
4. Owner acknowledges that the subject vehicle was seized because he/she was arrested for DWI. _____
5. In consideration for the release of the subject vehicle and because Owner is now aware of the basis of the seizure of the subject 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 subject vehicle shall be returned to the SFPD within twenty-four (24) hours of notification. Subject vehicle shall be impounded for sixty (60) days for the first offense, or until the DWI charge is resolved, whichever occurs first. If Owner fails to return the subject 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. Owner agrees to pay any and all fees associated with the release of the subject vehicle, including but not limited to towing, storage, and processing fees. _____
 - b. Owner acknowledges that violations of this agreement include but are not limited to: subsequent arrests for DWI; License Revoked for DWI; violating conditions imposed upon the use of an ignition interlock device; violating the provisions of this ignition interlock agreement; attempts by any person to operate the vehicle after consuming alcohol evidenced by notice of violation(s) by the ignition interlock provider. _____

- c. 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, payment of attorney fees and costs, or any other actions authorized by law to abate a motor vehicle nuisance created by Owner in contravention of SFCC §24-9. _____
6. Owner agrees to accept the subject vehicle “as is”. _____
7. Owner agrees to provide proof from the court or New Mexico Motor Vehicle Division that the ignition interlock may be removed to the SFPD and the interlock provider before removal of such device. Owner must also provide proof that Owner’s license has been properly reinstated with the New Mexico Motor Vehicle Division. _____
8. Owner further agrees to expressly waive and relinquish any and all claims, whether known or unknown, Owner has or may have against the State of New Mexico, City of Santa Fe, SFPD, and any of their agents or employees, which result from the seizure of the subject vehicle.

OWNER

STATE OF NEW MEXICO }
 }SS.
COUNTY OF SANTA FE }

SUBSCRIBED TO AND SWORN before me this ____ day of _____, 2014,
by _____.

Notary Public

My Commission Expires:_____