



Motor Carrier Division
555 Wright Way
Carson City, NV 89711 – 0600
(775) 684-4711

TRADING PARTNER AGREEMENT

Once your application has been reviewed, approved, and an account number has been issued by The Nevada Department of Motor Vehicles, Motor Carrier Division hereinafter "*the Department*," a Trading Partner Agreement (TPA) must be completed and furnished by the applicant, hereinafter "*the Registrant*," in order to electronically renew fleet registration in the Nevada Commercial Online Registration System (NCORS). In addition, completion of the TPA is the process used to convey the necessary information to facilitate electronic exchange of information. It will ensure the accuracy of the entity information by comparing the NCORS information with the information provided by the Registrant.

The purpose of the TPA is to:

- Identify the Registrant
- Identify the registration to be renewed electronically
- Identify the accounts to be renewed electronically
- Outline the terms and standards for electronic renewal
- Identify the authorized signer for the electronic renewal

Once the Registrant is accepted into NCORS, the acceptance is valid until terminated by the Department or until termination is requested by the Registrant.

Any questions regarding the TPA should be directed to the Department at:

- (775) 684-4711 Ext 1 or
- MCTLC@dmv.nv.gov

To facilitate valid and enforceable electronic registration renewal, the parties agree as follows:

- 1. Effective Date, Terms and Amendments:** This agreement shall become effective on the date it is acknowledged by the Department, and shall continue until termination is requested by the Registrant or until it is terminated by the Department. The Department may terminate this agreement by giving a thirty-day (30) written notice to the Registrant. This agreement may also be terminated by revocation or cancellation of the registration issued by the Department, or if the Registrant fails to comply with reporting and payment requirements of the applicable Nevada state law sections, and specifications of this agreement. It will also be terminated if the Registrant no longer conducts business in the State of Nevada. This agreement may be revised at any time by executing a written addendum signed by both the Registrant and the Department.
- 2. Standards:** Submission of this agreement indicates the willingness of the Registrant to begin electronic registration renewals in a timely manner. The Registrant will electronically transmit renewals, to the Department according to the Department standards and instructions as outlined in the Nevada Renewal Times Newsletter. The standards may be revised or updated by the Department as necessary. The Department will provide these standards and instructions to the Registrant in advance of the due dates to allow a reasonable time for compliance with the requirements.
- 3. Signature:** Neither party shall contest the validity or enforceability of the registration renewal information communicated in electronic form according to this agreement on grounds related to the absence of paper-based writings, signings or originals. To the extent that a registration renewal communicated in electronic form under this agreement contains the required information and is in a form that can be read by the Department, it shall be considered to be “in writing” and “written” to an extent no less than as if in paper, to be “signed” and to be an “original”. The identification code and password transmitted in each file received by the Department shall represent the signature of the Registrant or an authorized agent, who affixed their signature to this agreement and with respect to each electronic filing transmitted with the identification code and password, shall have the same effect as if the Registrant actually signed the electronic file.
- 4. Acknowledgement of Receipt of Transmission and Payments:** The Registrant must upload, transmit and pay the fees due on or before the due date. Once the registration renewal has been transmitted successfully, NCORS will issue an acknowledgement stating that the registration renewal has been transmitted. Once the Registrant has successfully completed transmission, payment must be submitted via ACH Debit or Credit on or before the due date of the registration. Once payment has been entered into NCORS an acknowledgement of receipt and a reference number will be automatically generated by the system. This reference number **is not** a guarantee of funds and is subject to confirmation and payment by

the Registrant's bank and is dependent on the Registrant entering the correct bank account information.

5. **Record Retention:** The Registrant will maintain records of the transactions covered by electronic filings for a period of not less than five (5) years from the due date of the registration.
6. **Admissibility of Filings as Evidence:** A certified copy of any filing transmitted under this agreement may be introduced in paper form as evidence in any judicial proceeding by either party to the same extent and under the same conditions as any other business record. Neither party shall contest the admissibility into evidence of any filing on the basis that it was not originated or maintained in paper form.
7. **Limited Disclosure of Confidential Information:** The Registrant authorizes the Department to release, as necessary, certain otherwise confidential transaction information regarding invoice numbers, locations, dates, for the sole purpose of verifying the accuracy of the transaction as reported in the electronic filing.
8. **Governing Law:** This agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada.

Instructions for Completing the Trading Partner Agreement:

1. **Business and Contact Information:** Enter the account name, account number, mailing address, DBA, FEIN, contact person's name, phone number, fax number and email address.
2. **Filer Types:** Check the appropriate boxes to identify each filer type, which the Registrant is licensed for.
3. **Authorized Users:** Enter the names of each employee authorized to use the Nevada Commercial Online Registration System (NCORS). It is recommended that at least two (2) employees have access to NCORS. The Registrant may also list any person who needs to be terminated from NCORS.
4. **Authorized Signature:** Under signatures, enter the legal name of the entity entering into this agreement, the name and title of the person signing this agreement on behalf of the entity, the signature of the authorized representative, the mailing address of the authorized representative if different from the entity address, the telephone number and e-mail address of the representative and the date signed. If the representative signing this document is not an owner, officer or authorized employee of the entity entering into this agreement, please attach a Power of Attorney granting the representative the ability to enter into this agreement on the entity's behalf.

TRADING PARTNER AGREEMENT- MOTOR CARRIER DIVISION

1. Business and Contact Information:

Account Name

Account Number

Mailing Address

City

State

Zip

DBA (*if used in this state*)

Federal Employer Identification Number (FEIN)

Contact Name

Phone #

Fax #

Email

The Department and the Registrant wish to provide a means by which the Registrant will file registration renewal forms by electronically transmitting data.

2. Filer Type:

(Check all applicable filer types)

Individual Entity

Licensing Agent

3. Authorized Users: (a minimum of two (2) users is recommended)

<i>Name</i>	<i>New or Terminate</i>

4. Authorized Signature:

Certification of Authorized Signer: Under penalty of perjury, I declare that I have examined this agreement and any accompanying information, and to the best of my knowledge and belief it is true, correct and complete. The Registrant will comply with all the provisions of the registration renewal requirements and related publications, including fraud prevention and detection guidelines for all years of participation. I understand that noncompliance may result in the Registrant no longer being allowed to participate in the program. I am authorized to make and sign this statement on behalf of the Registrant.

Printed Name of Registrant Date

Printed Name of Registrant's Authorized Representative and Title

Signature of Registrant's Authorized Representative *(if the authorized representative is not an owner, officer or employee of the Registrant, attach a Power of Attorney)*

Mailing Address City State Zip

(____) _____ (____) _____
Telephone Number Fax Number E-Mail

The original agreement must be mailed to:

Department of Motor Vehicles
Motor Carrier Division
555 Wright Way
Carson City, NV 89711

Note: For expedited processing you may email the Trading Partner Agreement to: MCTLC@dmv.nv.gov