



# South Carolina Department of Motor Vehicles

## Non-Commercial Third Party Tester Agreement

DL-304E  
(Rev. 9/16)

NOW THEREFORE, the Department and the Third Party Tester (TPT) named herein, in consideration of their mutual duties and responsibilities as set forth in this contract, agree to the following terms and conditions in regards to (*check one*):  **Class D**  **Motorcycle**  **E and F**

### PART I

#### I. THIRD PARTY TESTER AGREES TO:

- A. Statutes/Regulations:** Comply with all applicable South Carolina statutes. The Third Party Tester further agrees to be bound by the policies and regulations of the Department including those set forth in the Class D ***Automobile Driver Training Regulations***; and the applicable (Class D, Class E & F, or Motorcycle) ***Third Party Tester's Safety Officer Manual***.
- B. Indemnification:** Unless the third party tester is a S.C. government entity or a S.C. political subdivision, or an employee thereof, the third party tester agrees to indemnify and hold harmless the Department and the State of South Carolina from and against 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 damages arising from any act or omission of this agreement.
- C. Random Examination/Inspection/Audits:** Allow the S.C. Department of Motor Vehicles or its representatives to conduct random examinations, inspections and audits without prior notice. These inspections may be conducted at least annually or as deemed necessary by the Department. In the event retests are deemed necessary for improper or fraudulent testing, the Third Party Tester agrees to reimburse the Department for cost associated with the retests.
- D. Test/Forms:** Only use tests and forms devised and/or approved by the Department and allow only Safety Officers certified or approved by the Department to administer these tests. These tests shall be the same or equivalent as would otherwise be administered by the Department.
- E. Sample Test:**
1. Allow a designated representative of the Department to take the test actually administered by the Third Party Tester, as if the designated individual were a test applicant, as deemed necessary by the Department.
  2. Allow designated representatives of the Department to test a sample of drivers who were examined by the Third Party Tester's Safety Officers and compare pass/fail results. These sample tests will be conducted randomly at the time of application for the driver's license.
- F. Administer Skills Tests:** Allow only those Safety Officers who have been licensed by the Department to administer the specified class driver's license skills tests. The Department will maintain a list of all individuals of the Third Party Testers who have been certified or approved by the Department as Safety Officers. In the event of a dispute over which individuals of the Third Party Tester have been certified or approved as a Safety Officer, the Department's list shall control.



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- G. **License**: Prominently display the applicable Third Party Tester license(s) in their place of business.
- H. **Proof of Testing**: Provide the driver applicants who take and pass the skills tests documented proof, in such form as the Department shall prescribe, so the applicants may provide sufficient evidence to the Department that they have successfully passed the specified driving tests administered by the Third Party Tester's Safety Officer(s).
- I. **Fee Acknowledgement**: Pay fees, as determined by the Department, which is sufficient to defray the actual cost incurred by the Department for administering and evaluating the Driver License testing program and for carrying out any other activities considered necessary by the Department to assure sufficient training for the persons participating in the program. The Department reserves the right to increase these fees as warranted to defray the cost incurred by the Department for conducting training and oversight of the programs participants.
- J. **License Suspension**: The Third Party Tester agrees to notify the Department within twenty-four hours of a Safety Officer's suspension, cancellation, or revocation of driving privileges.
- K. **Cause for Suspension**: The Third Party Tester and Safety Officers are aware that any falsifications of records, test forms, Safety Officer forms, demonstration scores, etc., is cause for an immediate sixty (60) day suspension, or cancellation of driver license testing privileges.

## II. ADMINISTRATION OF THIRD PARTY TESTER PROGRAM

- A. **Program Administration and Oversight**: The Department administers the TPT for the State of South Carolina and monitors organizations and safety officers to ensure compliance with statutory and contractual requirements.
- B. **Size and Scope of Program**: The Department has the exclusive authority to determine the size and scope of the TPT, including, but not limited to: the number of organizations in a geographic area; the number of examiners/safety officers authorized for any organization; the number of testing sites in a geographic area; and the scheduling of and enrollment limit of all training programs and seminars.
- C. **Department Property**: Safety Officer identification cards, Safety Officer manuals, test certificates and test scoring forms are the property of the Department, and must be returned to the Department immediately upon the cancellation, termination or voiding of the Agreement.
- D. **Test/Forms/Manuals and other Materials**: Only use tests and forms devised and approved by the Department and allow only Safety Officers certified or approved by the Department to administer these tests. These tests shall be the same as or equivalent to the tests administered by the Department.



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### III. TEST ADMINISTRATION

- A. Tests:** The Organization must ensure that each test is administered in strict accordance with the Code, methods, standards, and examination criteria prescribed by the Department.
- B. Testing Site - and Road Course Route Requirements:** The Organization must obtain Department approval of a testing site and associated road course routes prior to conducting testing at a location. The Department shall prescribe testing site and road course route requirements.
- C. Testing Site Closure:** The Department may rescind approval for the organization to conduct testing at a location if the Department determines any of the following apply:
1. The location is no longer needed as a testing site to meet the needs of the TPT Program.
  2. The organization is not willing or able to offer testing at the location on the days and times stated in the Department's written approval for the site, or at least 1 day per week if the approval does not state days or times.
  3. The organization no longer employs a safety officer examiner authorized to conduct testing of the type for which the site was approved.
  4. The testing site or associated road course routes no longer meet testing site or road course route requirements.
  5. Failure to maintain compliance with the terms and conditions of the entire contract agreement which consist of this contract and the standards and requirements set forth within the applicable (Class D, Class E & F, or Motorcycle) ***Third Party Tester's Safety Officer Manual***.

### IV. THE DEPARTMENT OF MOTOR VEHICLES AGREES TO:

- A. Testing:** Permit the Third Party Tester named in the agreement to administer driver's license skills tests specified in this agreement provided the Third Party Tester adheres to the terms and conditions set forth in this agreement and the applicable (Class D, Class E & F, or Motorcycle) ***Third Party Tester's Safety Officer Manual***.
- B. Administration and Enforcement:** Administer and enforce the provisions of the Driver's License Third Party Testing Requirements as set forth by the Department pursuant to the authority granted under Section 56-1-15 of the S.C. Code of Law, this agreement and the applicable (Class D, Class E & F, and/or Motorcycle) ***Third Party Tester's Safety Officer Manual***.

### V. TERMINATION OF THIS AGREEMENT

This agreement reserves the right to the Department to take prompt action and appropriate remedial action against the named Third Party Tester, including suspending, terminating or revoking the licensing authority of the Third Party Tester and/or any individual Safety Officer to conduct skills tests, in the event the Third Party Tester and/or any Safety Officer of the Third Party Tester fails to comply with the terms and conditions of Section 56-1-15, this agreement or the applicable (Class D, Class E & F, or Motorcycle) ***Third Party Tester's Safety Officer Manual***.

Non-Commercial Third Party Tester Agreements have staggered expiration dates and may be renewed every three years by submitting another DL-304E agreement.



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## PART II

Pursuant to S.C. Code of Laws Ann. § 56-1-15, this agreement is entered into BY AND BETWEEN THE SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES (hereafter referred to as the Department), AND \_\_\_\_\_

(hereafter referred to as Third Party Tester) located at \_\_\_\_\_

\_\_\_\_\_ (Address) and is made effective

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

This agreement authorizes Safety Officers of Third Party Tester(s) who have been certified or approved by the Department to administer the applicable driver's license knowledge and/or skills test referenced in § 56-1-15 pursuant to 56-1-130 on behalf of the Department and the State of South Carolina. The rights and duties conferred upon the Third Party Tester pursuant to this agreement are not assignable or transferable.

### I. ORGANIZATION OWNERSHIP

Ownership type (check box):

- Dealership
- High School
- Technical College
- Other \_\_\_\_\_

The following individual(s) are the owner(s), member(s), stockholders (10% or more), officer(s) or partner(s) of the Organization **[or the top two officials over this program for high schools, technical colleges or SC Fire Academy]** (attach additional names as needed):

| Name | Title | Driver's License # | Telephone # |
|------|-------|--------------------|-------------|
|      |       |                    |             |
|      |       |                    |             |
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## II. NOTICES/COMMUNICATIONS

- A. Notices and Communications required or desired to be given pursuant to this agreement shall be sent to the respective addresses below:

SCDMV  
Office of Inspector General  
PO Box 1498  
Blythewood, SC 29016-0015  
(803) 896-9606

Attention: Compliance and Reporting

- B. Third Party Tester Information:

\_\_\_\_\_  
Company or School Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Notices mailed to the addresses set forth above shall be effective, whether or not actually received, ten (10) days after mailing by first class mail. The post marked date shall be deemed the date of mailing. The parties agree to notify each other within ten (10) days of any change of address.

**Communication Preference:** Please choose the method of communication that you prefer SCDMV to use when contacting you. (*Choose only one method*).

I prefer to receive information through the **EMAIL** address listed above.

I prefer to receive information through the **MAIL** at the address listed above.



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### III. ENTIRE AGREEMENT

This contract, Section 56-1-15 and 56-1-130 of the S.C. Code of Law, and the applicable (Class D, Class E & F, or Motorcycle) **Third Party Tester's Safety Officer Manual** shall constitute the entire agreement between the Department and the Third Party Tester relating to the authority of the Third Party Tester and its Safety Officers to administer the applicable driver's license knowledge and/or skills test.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the date indicated herein.

Third Party Tester Company Name: \_\_\_\_\_

Authorized By (Please Print): \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Witnessed By

The South Carolina Department of Motor Vehicles  
By: Director of Administration or Designee  
Department of Motor Vehicles

\_\_\_\_\_  
Signature of SCDMV Director of Administration or Designee

\_\_\_\_\_  
Witnessed By

My organization will administer the MSF Test only.