



Oregon

Kate Brown, Governor

Department of Transportation

Director's Office

355 Capitol St. NE, MS 11

Salem, OR 97301

DATE: March 8, 2017
TO: Senate Committee on Business and Transportation
FROM: Amy Joyce, Legislative Liaison
SUBJECT: SB 645, Humvees

INTRODUCTION

Senate Bill 645 would add high-mobility multipurpose wheeled vehicles manufactured for military use or Humvees to Oregon law as a vehicle of special interest (VSI). The bill would allow a Humvee to register and receive a license plate as a VSI; this registration would allow them to operate in parades and limited on-road use with a club.

DISCUSSION

Surplus military vehicles are sometimes sold to the general public through government-contracted auctions. Some military vehicles may be titled and registered in Oregon. One military vehicle sold through auctions is the American General Humvee (high-mobility multipurpose wheeled vehicles). The Humvee was built to military specifications and not to meet the National Highway Traffic Safety Administration on-road standards.

Purchasers of Humvee's are required to sign a "Waiver and Hold Harmless Agreement" that states "Buyer acknowledges that the Humvee is not roadworthy and agrees the Humvee is for off-highway use only." The purchaser is provided an ownership document (example attached) that includes a stamp applied by the selling agent that states the vehicle is for "OFF-ROAD USE ONLY."

As these vehicles are not made for on-road use, DMV does not currently register them. There are no processes that we are aware of for a customer to make these vehicles legal for on-road use.

SB 645 would allow Humvees to be registered through DMV as a vehicle of special interest. With this registration, Humvees would be treated similarly to street rods and be allowed to be used in parades, or for on-road functions sanctioned by an established organization. The VSI registration would not provide for them to be used on-road for general transportation purposes. VSI registration is a one-time \$81 fee.

SUMMARY

SB 645 would allow for Humvees to be registered as a vehicle of special interest with DMV. These vehicles are not intended for on-road use and the VSI registration would allow for only limited on-road use. They pay a one-time \$81 fee.

Attachment

Example A

WAIVER AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT entered into effective the date signed, is made by and between _____ ("Buyer") and in favor of GovPlanet ("GP") and the U.S. Defense Logistics Agency Disposition Services ("DLA Disposition Services").

WHEREAS, on date of sale, Buyer purchased from GP a certain AM General HMMWV Serial # serial number ("Humvee") currently located at location in city, state (the "Premises").

WHEREAS, to take physical possession of the Humvee, Buyer intends to enter upon the Premises and transport the Humvee out of and off of the Premises to a site of its own determination.

NOW, THEREFORE, intending to be legally bound, with respect to Buyer's ownership and retrieval of the Humvee from the Premises, Buyer does hereby agree as follows:

1. Buyer acknowledges that the Humvee is not roadworthy and agrees that Humvee is for off-highway use only.
2. Buyer acknowledges and agrees that neither GP nor DLA Disposition Services will have any liability to Buyer or third persons for any damages of any kind whatsoever arising directly or indirectly from Buyer's use of the Humvee or in connection with this Agreement. Buyer shall be responsible for, and GP and DLA Disposition Services shall have no liability whatsoever for, any claims, suits, actions, proceedings, losses, costs, expenses or liabilities of whatever nature (present or future and environmental or otherwise) arising out of or in any way connected with Buyer's use of the Humvee, regardless of the cause, and including any alleged fault or negligence of GP or DLA Disposition Services.
3. The Humvee is made available to Buyer on an "**AS IS WHERE IS**" basis only and neither GP nor DLA Disposition Services makes any guarantees, representations or warranties, expressed or implied, statutory or otherwise, of any kind whatsoever, including, without limitation, non-infringement, merchantability or fitness for a particular purpose, and GP and DLA Disposition Services expressly disclaim all warranties with respect thereto.
4. Buyer agrees to defend, indemnify and hold harmless GP and DLA Disposition Services and their subsidiaries and affiliates, their respective owners, directors, employees, representatives, agents and attorneys and all persons acting by, through or in concert with them or any of them from and against any and all claims, suits, actions, proceedings, losses, costs, expenses or liabilities of whatever nature arising out of or in any way connected with Buyer's use, control, operation, maintenance, service, or repair of the Humvee after delivery thereof to Buyer or from any other cause including the alleged condition of the Humvee or any claimed fault or negligence of GP or DLA Disposition Services.

IN WITNESS WHEREOF, the Buyer has executed this Agreement on the date last written below.

Buyer Name

By: _____

Name: _____

Date: _____

Example B

OFF-ROAD USE ONLY					
The United States Government					
Certificate to Obtain Title to a Vehicle					
(Must Be Machine Prepared. See Instructions on reverse.) <input type="checkbox"/> Duplicate If Checked					
<p>The undersigned Department or Agency of the United States Government certifies that the vehicle described herein, the property of the United States Government, has been transferred this <u>23rd</u> day of <u>March</u> 20<u>16</u>, to the Transferee designated herein; and that this is the first transfer of such vehicle in ordinary trade and commerce subsequent to acquisition thereof by the United States Government.</p>					
Vehicle Identification No. [REDACTED]			Certificate No. [REDACTED]		
Year 1990	Make of Vehicle AM General	Series or Model M998 Humvee	Body Style HMMWV		
Fuel Diesel	No. of Cylinders 8	Weight (Shipping) 5200	GVWR 7700	Purchase Price \$13,250	
Transferor (Accountable office, i.e., department or agency, subunit and address, ZIP Code) [REDACTED]			Transferee (Name of dealer, individual, etc. and address including ZIP Code) IronPlanet, Inc. 3825 Hopyard Road Suite 250 Pleasanton, CA 94588-8528		
Odometer Disclosure Statement			Date of Statement APR 19 2016		
<p>Federal Law (and State law, if applicable) requires that you state the mileage upon transfer of ownership; failure to complete or providing a false statement may result in fines and/or imprisonment.</p> <p>I, [REDACTED] state that</p> <p style="text-align: center;">Transferor's Name (Seller)</p> <p>the odometer now reads <u>27249</u> miles and to the</p> <p style="text-align: center;">Odometer Reading (No Tenths)</p> <p>best of my knowledge that it reflects the actual mileage of the vehicle described above, unless one of the following statements is checked.</p> <p><input checked="" type="checkbox"/> (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.</p> <p><input type="checkbox"/> (2) I hereby certify that the odometer reading is not the actual mileage: WARNING - ODOMETER DISCREPANCY.</p>					
Transferor's Signature (Seller) [REDACTED]		Printed Name (Not Typed) and Title [REDACTED]		Date APR 19 2016	
Transferee's Signature (Buyer) [REDACTED]		Printed Name (Not Typed) and Title [REDACTED]		Date APR 12 2016	
D903197 ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE					
STANDARD FORM 97-1 (Rev. 4-2012) Prescribed by GSA FPMR (41 CFR) 101-11.615 Previous Edition Not Usable NSN 7540-01-509-5208					