



Instructions for the Electronic Dealer Title Transaction Form

Registry of Motor Vehicles
PO Box 55889 · Boston, MA 02205-5889 · PHONE: 857-368-8120

Instructions

The Dealer Title Transaction Form is used for two specific cases: (1) the seller owns the vehicle and is trading it in to the dealer but does not have access to the title and (2) the seller is trading a vehicle that has an outstanding loan balance that, as part of the vehicle sale transaction, the dealer will satisfy the outstanding loan balance and take possession of the vehicle. In both of these cases the use of this form and process will result in a title for the traded vehicle being printed in the name of the dealer.

In order to use the Dealer Title Transaction Form for the case of a lost or replacement title, the dealer would obtain the current title number and then complete Sections A, B and C2, C4 and C6-10 of this form. In the case of an assignment and authorization for payoff, the dealer would also obtain the balance due on the loan from the lienholder and then complete Sections A, B, C2, C4, C6-10 and D of this form. The dealer then delivers this completed form to the seller using an eSignature product and process that meets RMV Guidelines. Once complete, for the assignment case, the dealer would forward a copy of this signed form together with the payment to the lienholder. In both cases, the dealer initiates and completes the Dealer Title Only Transaction via the Electronic Vehicle Registration system (EVR). Once the transaction is completed, the RMV will, in the first case, print the title in the dealer's name and send the title to the dealer. In the second case (assignment) once the lienholder electronically releases the existing lien, the RMV will print the title in the dealer's name and send the title to the dealer.

A. The dealer records the following data from to complete the Vehicle Description:

1. Vehicle Identification Number
2. Vehicle Model Year (Year)
3. Vehicle Make (Make)
4. Vehicle Body Type (Body Type)
5. Vehicle Series or Model (Series or Model)
6. Title Number
7. Cylinders (if applicable)

B. Complete the Assignment to Dealer.

1. Dealer Name
2. Dealer Number
3. Dealer Business address (Street, Apt, City, State and Zip code)
4. Dealer Mailing address (Street, Apt, City, State and Zip code)

C. In order to complete the Odometer Disclosure Statement, data items C2, C4 and C6-10 must be imported from and recorded exactly as they appeared on the Purchase and Sale contract. The Dealer signature in item C9 and C10 can be pre-printed or obtained via an eSignature. The signatures in item C3 and (if applicable (C5) e must be an eSignature

Odometer Reading: This must be completed by the eSignature product when the Seller signature is recorded

1. Date of Odometer Statement: This date is completed by the eSignature product when the Seller signature is recorded
2. Date of Sale
3. Signature of First Seller: The eSignature of the Seller.
4. Printed Name of First Seller: The printed name of the authorized dealer representative in (2f) above
5. Signature of Second Seller: The eSignature of the purchaser
6. Printed Name of Second Seller
7. First Seller's Residential address (Street, Apt, City, State and Zip code)
8. First Seller's Mail address (if it is different than the residential address), (Street, Apt, City, State and Zip code)
9. Signature of Dealer: Either the eSignature of the Dealer or the printed signature of the authorized Dealer representative.
10. Printed Name of the authorized Dealer Representative

D. In order to complete the Lienholder section, all of the data items noted below must be imported from the dealer management system that created the Purchase and Sale contract and/or the financing agreement.

1. Lienholder: (Name)
2. Lienholders address (Street name, Apt, City, State and Zip code)
3. Payoff amount in \$xxxxxx.xx format

E. Items A-D above are sent to the seller for an eSignature using an eSignature product that meets the RMV guidelines and the customer signs and returns the documents.

F. Once completed, the Dealer Title Transaction Form must be tagged and included in the Dealer Title Only transaction scanned document portfolio. Note that the document artifacts must be directly imported from the eSignature product, these documents cannot be printed and scanned.

The use of the Dealer Title Transaction Form is exclusive, I.E., if one chooses to use this form for a specific transaction, all of the sections noted above must be completed as described. One cannot choose to complete one section electronically and combine this with another manual form.



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For a lost or replacement title with transfer to the dealer, complete Sections A, B, C2, C4 and C6-C10. For an assignment and authorization for payoff, complete Sections A, B, C2, C4, C6-C10 and D. These sections must be completed by the dealer and electronically delivered to the seller who will complete the odometer reading and the date of the odometer statement (C1) and electronically sign in C2 and (if applicable (C4)). Note that the addresses in C7 and C8 are for the first seller as listed on the current title.

A) Vehicles Description

A1) Vehicle Identification Number		A2) Model Year	A3) Make
A4) Body Type	A5) Series or Model	A6) Title Number	A7) Vehicle Cylinders (if applicable)

B) Assignment to Dealer:

For value received, I/We have assigned, transferred and conveyed all my/our rights, title and interest in the vehicle described above to:

Dealer Name

B1) Dealer Name	B2) Dealer Number
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B3) Business Address	APT#	City	State	ZIP Code
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B4) Mailing Address	APT#	City	State	ZIP Code
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C) Odometer Disclosure Statement

Federal law requires you to share the odometer mileage in conjunction with the transfer of ownership. Failure to complete or provide a false statement may result in fines and/or imprisonment. I hereby certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

Odometer reading is _____ miles and no tenths

- The mileage stated is in excess of the mechanical limits
- The odometer reading is not the actual miles

C1) Date of Odometer Statement	C2) Date of Sale
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Seller

C3) Signature of First Seller	C4) Printed Name of First Seller
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Second Seller

C5) Signature of Second Seller	C6) Printed Name of Second Seller
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C7) Residential Address	APT#	City	State	ZIP Code
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C8) Mailing Address	APT#	City	State	ZIP Code

Dealer

C9) Signature of Dealer Representative	C10) Printed Name of Dealer Representative

D) Lienholder

D1) Name of Lienholder

D2) Address

	APT#	City	State	ZIP Code

Subject, however, to your rights and interest therein, I/We hereby authorize you to accept from the purchaser thereof in the amount of \$ _____ being the full balance due on my /our account; and upon receipt and acceptance of this amount, you are instructed to surrender to said purchaser the Massachusetts Certificate of Title to said motor vehicle, properly released and endorsed.

Massachusetts General Law Chapter 90D, Section 24 (MGL c.90D, §24) requires that: Upon the satisfaction of a security interest in a vehicle for which the certificate of title is in the possession of the lienholder, the lienholder shall, within three days after demand, in any event, within ten days, execute a release of his security interest, in the space provided therefore on the certificate or as the Registrar shall prescribe, and mail or deliver the certificate and release to the next lienholder named therein, or if none, to the owner or any person who delivers to the lienholder an authorization from the owner to receive the certificate.

When Payment Deemed Cleared: Under the law as amended by Chapter 243 of the Acts of 2004, payment in satisfaction of the security interest is deemed cleared immediately upon receipt by a lienholder if the amount owed is tendered in cash, certified check, cashier's check, teller's check, intra-bank transfer of funds, or by an electronic transfer of funds.

Assessment of Civil Administration Penalty for Lienholder's Failure to Comply: New sections of the law (§24A and §32(c) created by Chapter 243 allow the Registrar to assess a civil administration penalty for noncompliance. The minimum civil administrative penalty authorized by law is \$500 for a first offense, but late payment can result in a tripling of that amount. Administrative costs, attorney's fees and collection costs may substantially increase the amount owed.

