



MICHIGAN DEPARTMENT OF STATE

Ruth Johnson, Secretary of State

Lansing, Michigan 48918-0001

May 2016

Ex-Military Humvees Can Only Be Titled for Off-Road Use

Ex-military Humvees can only be titled as an off-road vehicle with an off-road vehicle title. Current owners and potential purchasers of ex-military Humvees often inquire why these cannot be titled and registered for on-road use.

The Federal government mandates that Humvees are restricted to off-road use only. States are unable to title ex-military Humvees for on-road use.

The principal reason the federal government limits ex-military Humvees for off-road use only is because they are not street legal due to not being manufactured to U.S. EPA emissions standards and U.S. DOT standards for on-road use in the United States.

To ensure Humvees cannot be titled and registered for on-road use, the federal government prints "OFF- ROAD USE ONLY" in red letters at the top of the federal title ("Certificate to Obtain Title to a Vehicle"). Attached is a sample federal title for an ex-military Humvee showing the off-road use only status.

When Humvees are retired from military service, they are typically sold by the federal government through an auction called Iron Planet. Their website is:

<http://www.ironplanet.com/>

Buyers are fully aware they cannot register a Humvee for road use. The following information shows on the right side of Humvees listed for auction on their website:

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IMPORTANT INFORMATION

Notices & Restrictions	Manifest
Payment Details	Shipping & Pick Up Details
Questions	

NOTICES & RESTRICTIONS

This item is offered for **Off-Road Use Only**.

Buyer will be required to sign a [Hold Harmless Agreement](#).

Buyer is required to submit an End-Use Certificate (EUC) to be reviewed prior to removal of the item. First-time buyers of Demil Q & F items may experience an extended review period in the Trade Securities approval process.

GovPlanet is only permitted to sell Demil Q & F items within the United States and only to U.S. citizens.

Security requirements and restrictions may apply at the time of pickup. [See shipping terms for details](#).

Specific terms & conditions apply. [See details](#).

Further, when ex-military Humvees are sold at auction, the federal government requires the buyer to sign an end-use agreement acknowledging the Humvee cannot be registered for street use, as well as a Hold Harmless Agreement that the vehicle is for off road use only:



Humvee Hold Harmless Agreement.1

A sample Hold Harmless Agreement is also attached at the end of this notice.

The same restriction applies to any vehicle sold by the federal government when the federal ownership document shows "OFF-ROAD USE ONLY" at the top.

If in error another state titles a Humvee with an on-road title, it can only be titled as an off-road vehicle in this state. When the Michigan Department of state questions another state's Department of Motor Vehicles about the on-road title they issued a Humvee, the state acknowledges their titling error and recalls the erroneous title to be re-issued as an off-road vehicle (ORV) title.

Sample U.S. Government Ownership Document for Ex-Military Humvee

OFF-ROAD USE ONLY					
The United States Government					
Certificate to Obtain Title to a Vehicle					
<i>(Must Be Machine Prepared. See Instructions on reverse.)</i> <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>26th</u> day of <u>August</u> 20<u>15</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. 108141			Certificate No. SF97-S13252-L554219		
Year 1990	Make of Vehicle AM General	Series or Model M998 Humvee	Body Style HMMWV		
Fuel Diesel	No. of Cylinders 8	Weight (Shipping) 5200	GVMR 7700	Purchase Price \$19,250	
Transferor's Accountable Office, i.e., department or agency, actual and address, ZIP Code: DLA DISPOSITION SERVICES FEDERAL BUILDING 74 WASHINGTON, NORTH BATTLE CREEK, MI 49037			Transferor's 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 AUG 31 2015	
<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, <u>Jack Rose, Sales & Marketing Specialist</u> state that Transferor's Name (Seller)</p> <p>the odometer now reads <u>3679</u> miles and to the 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 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) 		Printed Name (Not Typed) and Title Jack Rose		Date AUG 31 2015	
Transferee's Signature (Buyer) 		Printed Name (Not Typed) and Title 		Date AUG 31 2015	
D861656		ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE		<small>STANDARD FORM 97-1 (Rev. 4-2012) Prescribed by GSA FPMR (41 CFR) 101-11.6 Previous Edition Not Usable NSN 7540-01-509-5008</small>	

Sample Federal Waiver and Hold Harmless Agreement for Humvee

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: _____