

Virginia Alcohol Safety Action Program

Ignition Interlock Agreement

By signing this document, ASAP clients installing an ignition interlock, acknowledge full understanding of each condition listed below and that they must comply without compromise. Failure to do so may result in an extension of the interlock requirement, the case being returned to court non-compliant, and/or an intensification to ASAP intervention.

1. ASAP clients convicted of a DUI 1st offense must install an ignition interlock on any vehicle they operate, unless otherwise ordered by the court. ASAP clients convicted of a DUI 2nd or subsequent offense must install an ignition interlock on any vehicle they operate and any vehicle registered or titled to them, in whole or in part.
2. ASAP clients must notify the ASAP within 24 business hours if they register or title a new vehicle while under an ignition interlock requirement. The new vehicle must have an interlock installed within 10 days of registering or titling if related to a DUI 2nd or subsequent conviction or if related to a DUI 1st conviction and the client plans on operating the vehicle.
3. ASAP clients installing an interlock in a vehicle they do not own must submit a completed "VASAP Ignition Interlock Consent to Install Form" to the interlock technician at installation. This form must be signed and notarized by the owner or signed in front of the technician by the owner at installation.
4. The interlock device must be installed within 30 days of the effective date on the DC266 Ignition Interlock Order Form and the interlock device must be calibrated at least every 30 days per Virginia Code 18.2-270.1.
5. ASAP clients, under a court-ordered interlock requirement, are required to comply with all outstanding license issues with DMV and obtain a valid license for their ignition interlock install time to count. The restricted license order (DC-265) document shall expire 60 days from the commencement date on the order if not accompanied by a valid hard copy license.
6. ASAP clients, under a DMV interlock requirement, will not receive credit for interlock installation time until they obtain their hard copy license from DMV.
7. ASAP clients are required to provide a second breath sample within 15 minutes of any failed or skipped test. This allows the ASAP to more easily determine if the original failed breath sample was due to alcohol in the blood stream or residual mouth alcohol. Failure to provide a re-test after a failed test will be considered an interlock violation. In addition, breath samples resulting in a BAC at or above the fail point of .020%, or any skipped rolling re-test, must be cleared to .000% BAC within 15 minutes.
8. ASAP clients are solely responsible for all activity on the interlock device unless camera photos prove otherwise. All situations when the person providing a breath sample on the device is not clearly visible and identifiable in the interlock camera photographs will be considered interlock violations.
9. ASAP clients are required to submit formal documentation from any vehicle maintenance/repair facility, to the ASAP, documenting the type of service performed along with the vehicle's date and time in and date and time out of the repair facility immediately upon receipt.
10. ASAP clients are required to complete their final calibration on or after their interlock compliance date.
11. ASAP clients are not permitted to change interlock vendors after device installation unless approved by the Commission on VASAP.
12. The ASAP interlock monitoring fee for DMV administrative cases is \$50 per month. The ASAP will not successfully satisfy any interlock requirement with the DMV in which the balance is not paid in full.

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13. ASAP clients are required to view the Ignition Interlock Orientation video located at <http://vasap.virginia.gov>.

These conditions and terms will remain in effect until successful completion of all court and DMV ignition interlock requirements. I understand that failure to comply with all ignition interlock requirements may result in my case being returned to court and/or termination from the ASAP ignition interlock program. By signing below I acknowledge that I have received a copy of, and understand, all conditions cited on this document.

Client Printed Name

Client Signature

Date