

DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING
Heber M. Wells Building
160 East 300 South – P.O. Box 146741
Salt Lake City, Utah 84114-6741
Telephone: (801) 530-6628

**BEFORE THE DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH**

IN THE MATTER OF THE AFFIRMATION OF :
HANDYMAN EXEMPTION REGISTRANT : **SURRENDER OF**
NAME: _____ : **AFFIRMATION OF**
 : **HANDYMAN**
NUMBER: _____ : **EXEMPTION**

AFFIRMATION OF HANDYMAN EXEMPTION REGISTRANT and the DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING ("Division") of the Utah Department of Commerce, upon acceptance by the Division agree as follows:

1. Registrant hereby tenders this Affirmation of Handyman Exemption to the Division, informing the Division that it wishes to surrender it to the Division.
2. Registrant acknowledges that the Division is not required to accept this agreement but upon signature on this document by the Registrant, the Division will evaluate its request. If the agreement is not approved by the Division, this agreement is null and void and without any force or effect whatsoever.
3. Registrant admits the jurisdiction of the Division over it and over the subject matter of its request.
4. Registrant affirms that it is offering to surrender its Affirmation of Handyman Exemption voluntarily of its own free will and choice without any undue inducement, coercion, or threat from any source, and that the only promises or understandings it has obtained from the Division regarding the surrender of its Affirmation of Handyman Exemption are those contained in this Agreement.
5. Registrant acknowledges that it has been informed of its right to be represented by counsel, and that it has chosen not to be so represented.
6. Registrant affirms that it is offering to surrender its Affirmation of Handyman Exemption because: (CHECK ONE OR MORE)
 - it is discontinuing working under this Affirmation of Handyman Exemption because the business is now operated in another form of entity that has been registered by the Division.
 - it is temporarily discontinuing work as a handyman.

- it is discontinuing work as a handyman entirely.
- Other (Please explain): _____

7. Registrant understands that if its request is granted it will forfeit all rights to the Affirmation of Handyman Exemption in Utah unless and until it applies for reinstatement of Affirmation of Handyman Exemption and its application is approved by the Division.

8. Registrant understands that if it applies for reinstatement of Affirmation of Handyman Exemption, it must meet all the requirements for a new Affirmation of Handyman Exemption unless those requirements are waived by the Division, in whole or in part, upon a review of the application.

9. Registrant understands that it will not receive any refund of Affirmation of Handyman Exemption or renewal fees previously paid to the Division.

10. Registrant acknowledges that no representations regarding a future waiver of Affirmation of Handyman Exemption requirements have been extended to it except as stated herein.

11. This agreement is not a finding of unprofessional or unlawful conduct nor is it disciplinary action against the Registrant. The Division retains any jurisdiction to subsequently initiate disciplinary proceedings for any conduct the registrant may have engaged in prior to the date of this agreement or may engage in subsequent to the date of this agreement.

12. Registrant acknowledges that it was informed that its request may be withdrawn at any time prior to this agreement being entered into herein by the Director or his designee.

13. Registrant acknowledges that if this request is accepted by the Division, it will be classified as a public document and may be released to the public upon request. In addition, the Division is authorized to inform other state and federal agencies of the action taken herein and of the content of this Stipulation and Order.

14. This document constitutes the entire agreement between the parties and supersedes and cancels any and all prior negotiations, representations, understandings, or agreements between the parties. There are no verbal agreements which modify, interpret, construe, or affect this Agreement. The person signing this agreement hereby certifies that he has authority on behalf of the registrant to sign this document.

REGISTRANT

By: _____ Title: _____ Date: _____

Accepted By DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

By: _____ Title: _____ Date: _____