DEPARTMENT OF THE NAVY
COMMANDER
NAVY REGION EUROPE
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COMNAVREGEURINST 5840.1
N00J
18 OCT 06

COMNAVREGEUR INSTRUCTION 5840.1

From: Commander, Navy Region Europe

Subj: DISPOSITION OF PRIVATELY OWNED MOTOR VEHICLES (POV) UPON PERMANENT CHANGE OF STATION (PCS) TRANSFER

Ref: (a) NATO Status of Forces Agreement
(b) Supplemental SOFA with Italy
(c) Supplemental SOFA with Spain
(d) Supplemental SOFA with Greece
(e) COMUSNAVEURINST 5840.2E

Encl: (1) Sample power of attorney issued to motor vehicle registrar
(2) Sample written acknowledgement by grantee

1. Purpose. To prescribe acceptable alternatives for the disposition of privately owned motor vehicles (POV) upon Permanent Change of Station (PCS) transfer of U.S. service members from installations under the cognizance of Commander, Navy Region Europe (CNRE). This is a revised instruction and should be reviewed in its entirety.

2. Background. Host nations are sensitive to the importation of POVs by U.S. Forces because said vehicles avoid, for the most part, being subject to host nation taxation. Even when a vehicle is stolen or abandoned, local authorities may take the position that it has been illegally imported into their economy and bill U.S. authorities for customs fees as well as towing and scrapping expenses. Problems are avoided by ensuring the proper disposition of all POVs owned at the completion of a tour of duty. Pursuant to references (a) through (e), a POV may be properly disposed of through one of the following methods:

(1) exporting it back to the U.S. or driving the POV across the land frontier pursuant to PCS orders to another country.

(2) sale to another authorized member of the U.S. Force.

(3) scrapping the vehicle.

Sale of a POV using a Power of Attorney (POA) after one's transfer can be an important quality of life issue for those members receiving limited advance notice of their transfer or those who simply wish to drive their vehicle up to the date of their transfer. This instruction delineates the requirements under which installation Commanding Officers may permit the sale of vehicles using POA.

3. Applicability. This instruction applies to all shore-based uniformed personnel, members of the civilian component and civilian personnel, as well as the dependent family members of said personnel, within Navy Region Europe, its tenant commands and subordinate activities within the Commander, Navy Region Europe area of responsibility in those host nations where U.S. Naval authorities are permitted to issue vehicle registrations. It does not apply to areas of the region where the U.S. Navy is not the executive agent for motor vehicle registration.

4. Responsibilities of Installation Commanding Officers

a. Ensure Motor Vehicle Registration Offices (MVRO) maintain vigilant control over all distributed driver's licenses, vehicle registrations, vehicle license plates, and POAs for vehicle sales.

b. Hold POA Grantees accountable for the proper disposition of POA vehicles. Acceptance of a POA is the voluntary undertaking of a duty by the POA grantee. Failure to adequately perform this duty may be addressed by appropriate disciplinary and/or administrative action.

c. Ensure that vehicles that have not been disposed of properly by the end of the POA period are scrapped in accordance with local installation procedures, and that the POA grantee bears all cost related to scrapping, including towing.

5. Responsibilities of POV Owners/POA Grantors

a. Use enclosure (1) to authorize the sale and scrapping of your POV if it is not sold, shipped or scrapped within the specified time period.

b. Maintain liability insurance coverage on the vehicle until it is properly sold or scrapped.

6. Responsibilities of POA Grantees

a. Use enclosure (2) to acknowledge in writing that their own ability to check out of MVRO is contingent on the proper disposition of the POV for which they hold a POA, and that appropriate disciplinary and/or administrative action may result from failure to discharge their responsibilities as a grantee.

b. Use proper diligence in concluding the sale or scrapping of the vehicle.

c. Surrender the POV upon demand to MVRO for scrapping, if the POV is not disposed of properly within the POA period.

N. G. PRESTON

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SPECIAL POWER OF ATTORNEY
(AUTOMOBILE DISPOSAL)

PREAMBLE: This is a MILITARY POWER OF ATTORNEY prepared pursuant to Title 10, United States Code, § 1044b, and executed by a person authorized to receive legal assistance from the military services. Federal law exempts this power of attorney from any requirement of form, substance, formality, or recording that is prescribed for powers of attorney by the laws of a state, the District of Columbia, or a territory, commonwealth, or possession of the United States. Federal law specifies that this power of attorney shall be given the same legal effect as a power of attorney prepared and executed in accordance with the laws of the jurisdiction where it is presented.

KNOW ALL PERSONS: That I, _____, by this document do make and appoint _____, whose address is _____, as my true and lawful attorney-in-fact for ninety (90) days to act as follows, GRANTING unto my said Attorney full power to take possession of, operate, register, license, insure, ship, sell or other wise dispose of to any person, including himself/herself the automobile described as follows:

YEAR: _____
MAKE: _____
MODEL: _____
LICENSE NUMBER: _____
VIN NUMBER: _____

I understand and agree that the Installation Commanding Officer may direct that said vehicle be scrapped if it is not disposed of properly within the POA period, and that I have no right to any residual value from the vehicle if such scrapping is directed.
I understand and agree to maintain liablity insurance on the above vehicle throughout the duration of this Power of Attorney.

TERMINATION: This power shall remain in full force and effect until the _____ **day of** _____, unless sooner revoked or terminated by me. Notwithstanding my insertion of a specific expiration date herein, if on the above specified expiration date I shall be, or have been, carried in a military status of "missing", "missing-in-action" or "prisoner of war", then this power of attorney shall automatically remain valid and in full effect until sixty (60) days after I have returned to the United States Military control following termination of such status. This power of attorney shall not be affected by the disability of the Grantor or Principal

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

GIVING AND GRANTING unto my said attorney full power and authority to do and perform every act, deed, matter, and thing necessary, desirable, or expedient to accomplish the foregoing specified enumerated purposes, lawfully done pursuant to the authority hereinabove conferred.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this ____ **day of** _____ **20**____.

_____
SIGNATURE OF POV OWNER

As agent appointed to dispose of the above listed POV, I acknowledge I must sell, ship or scrap the vehicle within 90 days after the date of this document. If the POV is encumbered by a lien, I will obtain a lien release or a clear title from the financial institution before I transfer the POV.

_____
SIGNATURE OF AGENT

ACKNOWLEDGEMENT BY A PERSON AUTHORIZED TO ACT AS A NOTARY
With the United States Armed Forces

At Region Legal Service Office Europe and Southwest Asia, Naples, Italy, the foregoing instrument was acknowledged before me by the said POV owner and the above named agent, on the ____ **day of** _____ **20**__. I do further certify that I am a person in the service of the United States Armed Forces authorized the general powers of a notary public under Title 10 U.S.C. 1044a and JAGMAN Chapter IX.

_____
NAME, RANK, BRANCH of NOTARY

NO SEAL REQUIRED

AGENT'S RESPONSIBILITIES

Name (last name, first, MI)	Address

1. Before you accept the responsibility as the agent for the following privately owned vehicle (POV)

(make)	(body type)	(model)	(color)	(year)	(chassis number)

we must ensure that you are aware of your legal obligations.

2. As an agent appointed by the owner to dispose of the POV, the POV will be registered in both your name and the name of the owner for 90 days. You will be held responsible for properly disposing of (for example, transfer to self, sell, junk, ship) the POV described in 1 above. If the POV is encumbered by a lien, you must obtain a lien release or a clear title from the financial institution before you may sell the POV.

3. In the event that you fail to properly dispose of the vehicle within 90 days, the following actions will be taken:

   a. Notification of commander or supervisor, who may take disciplinary action if deemed appropriate.

   b. Suspension of driving and vehicle registration privileges.

   c. Denial of authorization to clear the command.

   d. Imposition of any towing, storage, or administrative costs incurred in disposing of the vehicle.

4. Remarks

I have read and understand my responsibilities.

Agent's signature	Date