



FLEET PROGRAM

APPLICATION FOR STIPULATED FINE PARKING PROGRAMS

Mail to: NYC Department of Finance, Attn: Stipulated Fine Programs, 66 John Street, 3rd Floor, New York, NY 10038

INSTRUCTIONS: Finance has two commercial parking programs that allow for payment of parking violations based on a stipulated fine schedule:
• NYC Delivery Solutions - for companies with commercial fleet vehicles engaged in expeditious deliveries or services, and;
• Commercial Abatement Program - for companies with commercial fleet vehicles engaged in commercial activity other than expeditious deliveries or services.

Effective February 15, 2012 -

- All parking debt for a commercial entity must be satisfied prior to enrollment into the program.
All parking debt for any plate must be satisfied prior to enrollment into the program.
Once enrolled, failure to pay abated violations will result in forfeiture of the abated fine, penalties, interest, and a default judgment entered in the Civil Court of the City of New York.

When you submit this application, you will describe your business. Finance will determine which of the programs you are eligible for and enroll you in the appropriate program. We will notify you by email of your enrollment and provide you with the fine schedule at that time.

This form serves as both application and, if approved, an enrollment form for the program.

SECTION I - APPLICANT INFORMATION

1. Applicant (Company) Name:
2. D/B/A Name (if applicable, attach copy of Certificate of Assumed Name / DBA): "Doing Business As"
3. Business Address: City: State: Zip Code:
4. Mailing Address: City: State: Zip Code:
5. Contact Name:
6. Business Telephone Number: 7. Email Address:
8. Employer Identification Number: IMPORTANT: You MUST include your email address! You will not be approved for or enrolled in a program if you do not include a valid email address. This email address will be used for sending ALL weekly reports and bills.
9. Bank Name:
10. Bank Address: City: State: Zip Code:

SECTION II - COMMERCIAL VEHICLE INFORMATION

1. Do you own or lease commercial vehicles? ... YES NO If "YES", how many?
If "NO", you are not eligible for the Stipulated Fine Program.
2. Are the vehicles currently enrolled in Finance's Fleet Program? ... YES NO
If "YES", indicate the Fleet Registration #:
If vehicles being enrolled are leased or registered to a different owner name, a Lease Rider is required.

SECTION III - VEHICLE USE INFORMATION

Information about your business:
1. a. Describe the nature of your business. Check all that apply:
Delivery Company Service Company
Other (Describe in detail):
b. Indicate the type of delivery or service your company provides. Check all that apply:
Food Beverage Dry cleaning/laundry Mail
Floral Furniture Equipment Plumbing
Contracting Elevator Moving Company Exterminator
Cleaning Company Other (Describe in detail):

SECTION III - VEHICLE USE INFORMATION - Continued

Information about your commercial vehicles:

- 2. a. Describe the type of work you use your vehicle(s) for: _____

- b. Indicate the approximate length of time your vehicles are usually parked at each job/stop: _____
- c. Indicate the longest amount of time that your vehicle(s) will be parked in one location: _____

I certify that all information contained in this application is true and correct to the best of my knowledge and belief. I understand that willfully making a false statement of a material fact will subject me to the provisions of law relevant to the making and filing of a false instrument and will render this application null and void.

Name _____ Date _____

Signature _____

SECTION IV - COMMERCIAL VEHICLE PLATE ENROLLMENT

Please list all vehicles associated with your business in the section below (attach additional sheets if necessary). All vehicles listed below will be enrolled in Finance's Fleet Program so that you can begin to receive consolidated electronic statements of the parking violations issued to your plates. Note that only vehicles with commercial plates are eligible for the reduced fines through the Stipulated Fine Program.

	VEHICLE PLATE NUMBER	STATE	PLATE TYPE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

SECTION V - CERTIFICATION

The undersigned agrees that all plates submitted for registration in the Fleet Program are and will be registered with the NYS Department of Motor Vehicles or leased in our company's name at the business address shown above. We understand that if we submit plates for Fleet registration which are not registered to or leased by our name and address, such plates may be dropped from the Fleet Program without prior notice, unless a Lease Rider has been provided. We will abide by the Fleet Program's terms and conditions. We understand that a failure to comply with these terms and conditions may lead to the suspension or loss of our privilege to participate in the Fleet Program.

If your company does not have a corporate seal/stamp, you must provide *a copy of one* of the following documents:

- Certificate of Business
- Certificate of Incorporation, or
- LLC Certification

Print Corporate Officer's Name

Print Title, (if any)

Corporate Officer's Signature

Date

Place
Corporate
Seal
Here



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ENROLLMENT AGREEMENT

I, _____, hold the position of _____,
NAME TITLE

am authorized to enroll my company, _____, in a NYC Parking
COMPANY NAME

Program, which is a stipulated fine program for the payment of parking tickets for vehicles enrolled in the NYC Department of Finance's ("Finance") commercial fleet vehicle program.

I certify that our vehicles are used in the manner and parked for the time periods described in the attached application. My assertions in the attached application are incorporated into the terms of this agreement. The company will immediately notify Finance if any vehicle use changes.

By enrolling in this program, I agree to the following:

1. Enrollment: Finance is authorized to enroll my company in a stipulated fine program, as determined by Finance to be appropriate for my company.

2. Stipulated Fines: I agree to stipulated fines, as determined by Finance, which will be fixed percentages of violations issued in categories determined by Finance to be amenable, partially amenable and non-amenable. Finance may change any stipulated fine schedule without providing notice, and I agree to waive any claims and defenses based thereon. Any summons issued to an enrolled vehicle will be paid by the company according to the stipulated fine schedule upon this agreement taking effect. For companies newly enrolling in the stipulated fine program as of February 15, 2012, outstanding balances due for all judgment and non-judgment summonses as of the date of the application must be paid prior to the agreement taking effect. Any plates registered thereafter will also require payment prior to enrollment.

3. Billing: Finance will issue electronic weekly fleet reports listing the number of violations issued, the violation categories and the amount due. Fleet reports can be sent by email or accessible online on a weekly basis. By execution of this agreement the enrollee consents that email or online notification by Finance shall be in full compliance of Finance's notification obligations whether imposed by rule or statute to give notice by any form of mail including but not limited to first class mail. If the company's email address changes, the company is obligated to notify Finance; failure to receive notifications from Finance because of failure to provide Finance with up-to-date e-mail addresses will not extend any time periods provided for in this agreement. Finance's notification obligations will be satisfied by e-mail notification to the last address provided.

4. Payment: Payment of the amount indicated on the fleet reports must be made within 30 days of receipt. Finance may require electronic payment at its sole discretion.

5. Failure to pay: Failure to pay timely shall be deemed, for all purposes, an admission of liability and shall be grounds for rendering and entering a default judgment in the amount of the original unreduced fine amount and the imposition of all penalties and interest provided for in the Finance rules and that such judgment will be entered in the Civil Court of the City of New York or any other court of civil jurisdiction or any other place provided for the entry of civil judgments within the state of New York. A default judgment may be avoided by payment.

6. Removal from the program: A default judgment will result in removal of the company from (both NYC Delivery Solutions & Commercial Abatement) programs, as well as registration suspensions and towing of vehicles.

7. Waiver of Right to Contest Summonses: For any summonses issued to an enrolled vehicle, the Company waives all rights to a hearing, and agrees to accept the determinations as final. The summonses shall be deemed finally adjudicated and may not be challenged, contested or otherwise adjudicated by any party, for any reason, either administratively or in court. This waiver applies to all summonses issued prior to this agreement that have not yet been adjudicated as well as those issued after. This waiver includes any rights to challenge or otherwise contest any such violations that have become due and payable at the unreduced full amount due to the default provisions set forth herein. This waiver shall be final and irrevocable.

8. Voluntary Enrollment: Enrollment in a NYC Parking Program (both NYC Delivery Solutions & Commercial Abatement) is voluntary and may be terminated at any time by either party, for any reason. Cancellation shall become effective 10 days following the receipt of written notice from the canceling party.

Failure of Finance to enforce any of its rights upon default herein shall not be deemed a waiver of the right to do so upon any other such default

I agree to comply with audits from the Department of Finance for verification of mode of business. I further agree that if Finance determines that vehicles were not used as described in the attached application, the stipulated fine amounts will be amended based on the appropriate schedule of fines.

This agreement contains all terms and conditions agreed upon by the parties and may not be changed other than in writing signed by all parties. This agreement may not be changed orally.

This agreement shall be binding on our assigns and successors forever.

Name

Signature

Date

Title