MEMORANDUM OF UNDERSTANDING

TERMS AND CONDITIONS FOR TAXI AND LIMOUSINE COMMISSION AUTHORIZATION

between
New York City Taxi and Limousine Commission and
_____ to print and distribute
the Livery Passenger Bill of Rights

TERMS AND CONDITIONS FOR TLC AUTHORIZATION (the "Agreement") effective as of this _____ day of _____, 2009 between the City of New York (the "City"), acting by and through the Taxi and Limousine Commission, located at 40 Rector Street, New York, New York 10006 (the "TLC" or "Commission"), and _____, located at _____ (the "Printer").

Whereas, the Commission is authorized by the New York City Charter to license and regulate for-hire vehicles in the City;

Whereas, the Commission voted on April 16, 2009 to require the posting of a Livery Passenger Bill of Rights in livery vehicles. Title 35 Rules of the City of New York Section 6-12(k) mandates, "every livery owner must post a Livery Passengers' Bill of Rights in a form and format prescribed by the Commission…;"

Whereas, the City has designed an original Livery Passenger Bill of Rights to be displayed in TLC-licensed livery vehicles. The City owns all right, title and interest in the art work (the "Bill of Rights Markings");

Whereas, the TLC and the Printer seek to enter into an Agreement allowing the Printer to print and distribute the Bill of Rights Markings to TLC-licensed livery vehicle and base owners.

NOW THEREFORE, the TLC and the Printer hereby agree as follows:

Section 1. **Approval of the Printer.**

The Commission hereby grants approval to the Printer to print placards with the Bill of Rights Markings provided by the TLC for the sole purpose of providing such placards directly to licensed NYC livery vehicle and base owners and their agents.

2009-021276

Section 2. **Duration of the Approval.**

(a) The authorization shall commence upon the effective date and shall expire two years from the effective date.

(b) The Chairperson of the TLC ("Chairperson") may terminate the authorization prior to the expiration date this Agreement if: (1) the Chairperson determines that this Agreement has not been substantially complied with, or (2) the Chairperson, in his or her sole discretion, determines that continuation of this Agreement is not in the best interest of the City, the TLC or the public for any reason.

(c) This Agreement is not exclusive; accordingly, the Commission may enter into agreements for the same or similar purpose with other private or public entities.

Section 3. **Duties and Responsibilities of the Printer.**

(a) The Printer shall produce the Bill of Rights Markings as they appear on the Electronic File provided by the TLC (the "Electronic File") onto a placard. The Electronic File may be emailed to the email address provided by the Printer in this Agreement.

(b) The Bill of Rights Markings are to be printed either:
(i) on 110 lb. white card stock. The finished size is 7.0 inches wide by 4.25 inches high, landscape orientation. The ink is 4/0 color process. These standards must be strictly adhered to by the Printer; or
(ii) on a 3 mm thick polycarbonate window using a three color silk screen printing process. The finished size is 7.0 inches wide by 4.25 inches high, landscape orientation. The colors used must match the Bill of Rights Markings. In addition, Printer will laminate a .020" thick clear polycarbonate window onto the face of the display to protect the silk screen from scratching or defacing. These standards must be strictly adhered to by the Printer.

(c) The Printer shall safeguard the Electronic File and ensure that it is not copied or used for unauthorized purposes.

(d) The Printer has been provided with the Electronic File for the sole purpose of providing non-transferable placards bearing the Bill of Rights Markings to TLC licensed livery vehicle or base owners. The Printer shall not provide the Electronic File or the Bill of Rights Markings to anyone other than a TLC licensed livery vehicle or base owner or agent. The use or distribution of the Bill of Rights Markings to persons or for purposes other than as authorized constitutes a violation of federal and state trademark laws and federal copyright law. The TLC will vigorously defend its exclusive right to the Bill of Rights Markings. The Printer hereby acknowledges and agrees that its failure to comply with this provision shall constitute immediate and irreparable harm to the TLC and the TLC shall be entitled to injunctive relief to enforce its rights in the Bill of Rights Markings.

(e) The TLC may change the Bill of Rights Markings. If so, when informed by the TLC, the Printer shall immediately cease using the existing Electronic File or the Bill of Rights Markings.

(e) In the event that the Printer chooses to post a placard inside of a TLC licensed livery vehicle, the placard must be placed in a protective holder mounted behind the front passenger's seat of the vehicle.

Section 4. Other Provisions Relating to the Bill of Rights Markings.

(a) The City and the TLC shall not incur any costs for the printing of the placards.

(b) The Printer acknowledges that (i) the City is the sole owner of all trademark and other intellectual property rights with respect to the Bill of Rights Markings, and any and all registrations and applications to register the Bill of Rights Markings, and (ii) such intellectual property rights are valid. The Printer shall do nothing inconsistent with or adverse to such ownership and validity.

(c) Nothing in this Agreement shall be construed to grant the Printer any rights to use the Bill of Rights Markings apart from the limited rights granted under this Agreement.

Section 5. Reporting Requirements.

(a) Printer shall maintain a list of the livery vehicle and base owners and agents who have purchased the Bill of Rights Markings for three years. Such list shall be made available to the TLC upon request.

(b) The Chairperson may impose any additional or different recordkeeping or reporting requirements upon the Printer for the duration of this Agreement.

Section 6. Miscellaneous Provisions

(a) Assignment. Neither party may assign this Agreement or any of the rights hereunder or delegate any of its obligations hereunder, without the prior written consent of the other party, and any such attempted assignment shall be void. Except as expressly set forth in this Agreement, the parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party, against either of the parties hereto.

(b) Severability. In the event that any covenant, provision or restriction contained in this Agreement is found to be void or unenforceable (in whole or in part) by a court of competent jurisdiction, it shall not affect or impair the validity of any other covenant, provisions or restrictions contained herein, nor shall it affect the validity or

enforceability of such provisions in any other jurisdiction or in regard to other circumstances. Any covenants, provisions or restrictions found to be void or unenforceable are declared to be separate and distinct, and the remaining covenants, provisions and restrictions shall remain in full force and effect.

(c) Waiver. The failure of either party to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver by that party of that term, covenant or condition or of any other term, covenant or condition of this Agreement.

(d) Choice of Law, Consent to Jurisdiction and Venue. This Agreement shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Printer, and shall be governed by and construed in accordance with the laws of the State of New York.

The parties agree that any and all claims asserted by or against the City or the TLC arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Court") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York.

(e) Notices. Any notice provided for or concerning this Agreement shall be in writing and deemed received when sent by regular mail, if sent to the address below:

Printer _____

Contact person _____

Address

_____

TLC Licensee Number or Business Tax ID Number _____

Phone number _____

Email _____

For the New York City Taxi and Limousine Commission:
40 Rector Street, 5th Floor
New York, NY 10006
212-676-1003
c/o Matthew Daus, Chairperson/Commissioner

Authorized Printer Agreement

IN WITNESS WHEREOF, the parties hereto have executed these Terms and Conditions and consent to the provisions contained herein on the date indicated.

_____	_____
The Printer: **By:** **Title:**	**Date**
_____	_____
Charles R. Fraser ***Deputy Commissioner for Legal Affairs*** **New York City Taxi & Limousine Commission**	**Date**

Approved by the NYCTLC on the ____this day of _____.

Approved as to Form:

_____
Acting Corporation Counsel

The Printer

ACKNOWLEDGMENT

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____ _____

Notary Public