

**MEMORANDUM OF AGREEMENT**

between  
New York City Taxi and Limousine Commission (“TLC”)  
and  
XXX (“Participant”)  
to conduct a pilot program testing the  
use of uniform markings on TLC-licensed commuter vans.

**TERMS AND CONDITIONS FOR TLC AUTHORIZATION** (the “Agreement”) effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the City of New York (the “City”), acting by and through the Taxi and Limousine Commission, located at 33 Beaver Street, New York, New York 10004 (the “TLC” or “Commission”), and \_\_\_\_\_, TLC Licensee number \_\_\_\_\_ (“participant”)

*Whereas*, the Commission is authorized by the New York City Charter to license and regulate commuter vans in the City;

*Whereas*, the Commission is authorized pursuant to Section 2303(b)(9) of the New York City Charter to approve pilot programs to test innovation and experimentation in the manner of operation of licensed vehicles, and on August 7, 2014, adopted the resolution approving the pilot program to evaluate the use of uniform markings on commuter vans;

*Whereas*, \_\_\_\_\_ submitted a pilot program proposal to TLC for the testing of the uniform commuter van markings;

*Whereas*, this pilot program will be for a limited period of time, and include a limited number of vehicles, and will be conducted pursuant to terms and conditions set forth herein.

**NOW THEREFORE**, the TLC and \_\_\_\_\_ hereby agree as follows:

**Section 1.                    Approval of Participation.**

The Commission hereby grants approval to \_\_\_\_\_ to affix the Commission-approved decal, described herein, to vehicle(s) \_\_\_\_\_ in accordance with the terms and conditions set forth herein. This approval is for the limited purpose of participation in the Pilot Project.

A list of the licensed Commuter Van Vehicles may be attached as an appendix to this agreement. The list shall include: (1) the name of the licensee; (2) TLC License number; (3) DMV license plate number; (4) Vehicle Identification number (VIN).

**Section 2.                    Description and Placement of Authorized Decal.**

**a. Passenger side front door (Required)**

- 1. One Commuter Van Decal – [21.7 x 11 inches]**

The placement of the decal shall be centered from left to right and located in the upper half of the flat surface between the door trim and door handle and parallel to the door trim.

**2. One License Number Decal – [2.5 inches high]**

The placement of the decal shall be centered left to right and aligned horizontally below the Commuter Van Decal.

**b. Driver side front door (Required)**

**1. One Commuter Van Decal – [21.7 x 11 inches]**

The placement of the decal shall be centered from left to right and located in the upper half of the flat surface between the door trim and door handle and parallel to the door trim.

**2. One License Number Decal – [2.5 inches high]**

The placement of the decal shall be centered left to right and aligned horizontally below the Commuter Van Decal.

**c. Rear door (Optional)**

**1. One Commuter Van Decal – [21.7 x 11 inches]**

The placement of the decal shall be centered from left to right and located in the upper half of the flat surface between the door trim and door handle and parallel to the door trim.

**2. One License Number Decal – [2.5 inches high]**

The placement of the decal shall be centered left to right and aligned horizontally below the Commuter Van Decal.

**Section 3. Duties and Responsibilities of Participant.**

The Participant may affix the Commission-approved decals only to vehicle(s) specified in Section 1 of the Agreement.

The Participant will obtain the decals from an approved decal shop in accordance with the decal shop Memorandum of Understanding.

The Participant agrees to communicate with the Commission, at least every six months, relating to information about the following:

- a. Changes in passenger volume;
- b. Observations with regard to passenger satisfaction;
- c. Satisfaction of Commuter Van drivers;
- d. Satisfaction of the Participant, including profitability;

- e. Other evaluation criteria determined by the Commission.

The Participant agrees to abide by all applicable federal, state and local laws, including TLC rules.

The Commission may terminate approval to participate in the Pilot Program if it determines that the Participant has violated or not complied with any provision of the Pilot Resolution or the Agreement.

The Commission may cancel the Pilot Program for any reason.

**Participant**

**TLC**

\_\_\_\_\_

\_\_\_\_\_

Printed: \_\_\_\_\_

Christopher C. Wilson  
*General Counsel*

Title: \_\_\_\_\_

Date:

Date: