

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
TLC Markings

TERMS AND CONDITIONS FOR TLC AUTHORIZATION (the "Agreement") effective as of this _____ day of _____, 20__ 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 _____, located at _____ (the "Printer").

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

Whereas, the Commission has promulgated rules requiring uniform exterior markings on medallion taxicabs, and street hail liveries;

Whereas, the Commission has promulgated rules requiring the posting of a Livery Passenger's Bill of Right in livery vehicles, the posting of a Street Hail Livery Passenger Bill of Rights in street hail liveries, the posting of a Commuter Van Passenger's Bill of Rights in commuter vans; and the posting of a turning reminder safety sticker in all licensed vehicles.

Whereas, the City has designed, or obtained the design, to original symbols and logos for: the exterior of NYC licensed medallion taxicab ("TLC Taxi Markings) and street hail liveries ("TLC SHL Markings"); for an original accessible vehicle symbol for the exterior of NYC licensed medallion taxicabs and for-hire vehicles ("TLC Accessible Markings"); for an original clean air vehicle symbol for the exterior of NYC licensed medallion taxicabs and for-hire vehicles ("TLC Clean Air Markings"); for an original Livery Passenger Bill of Rights to be displayed in TLC-licensed livery vehicles ("TLC Livery Bill of Rights Markings"); for an original Street Hail Livery Passenger Bill of Rights to be displayed in TLC-licensed street hail liveries ("TLC SHL Bill of Rights"); for an original Commuter Van Passenger Bill of Rights to be displayed in TLC-licensed commuter vans ("TLC Commuter Van Bill of Rights Markings"); for an original Turning Reminder Sticker ("TLC Turning Reminder Sticker"); for an original Boro Taxi No Hail Zone Marking ("TLC No Hail Zone Marking"); and for an original Commuter Van Exterior Markings ("TLC Commuter Van Markings"). The City owns all right, title and interest in the art work (collectively, the "TLC Markings");

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Whereas, the TLC and the Printer seek to enter into an Agreement allowing the Printer to print and distribute the TLC Markings to TLC licensees for the purpose of complying with TLC rules and the proper display of the TLC Markings.

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:

- (a) Print decals with the TLC Taxi Markings provided by the TLC for the sole purpose of providing such decals directly to licensed NYC medallion owners and their agents.
- (b) Print decals with the TLC SHL Markings provided by the TLC for the sole purpose of providing such decals directly to licensed SHL permit holders and base owners, and their agents.
- (c) Print decals with the TLC Accessible Markings and TLC Clean Air Markings provided by the TLC for the sole purpose of providing such decals directly to licensed NYC medallion taxicab and for-hire vehicle owners and their agents.
- (d) Print placards with the TLC Livery 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.
- (e) Print placards with the TLC SHL Bill of Rights Markings provided by the TLC for the sole purpose of providing such placards directly to licensed NYC street hail livery permit holders and base owners and their agents.
- (f) Print placards with the TLC Commuter Van Bill of Rights Markings provided by the TLC for the sole purpose of providing such placards directly to licensed NYC commuter van owners and base owners and their agents.
- (g) Print TLC Turning Reminder Sticker provided by the TLC for the sole purpose of providing such stickers directly to TLC licensed owners and their agents.
- (h) Print TLC No Hail Zone Markings provided by the TLC for the sole purpose of providing such decals directly to licensed NYC SHL permit holders and base owners, and their agents.
- (i) Print TLC Commuter Van Markings provided by the TLC for the sole purpose of providing such decals directly to licensed NYC commuter van owners and base owners and their agents for those commuter vans participating in a TLC pilot program.

Section 2. Duration of the Approval.

- (a) The authorization shall commence upon the effective date and shall expire three 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 TLC 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 Printer shall safeguard the Electronic File and ensure that it is not copied or used for unauthorized purposes.
- (c) The Printer has been provided with the Electronic File for the sole purpose of providing non-transferable decals and placards bearing the TLC Markings to the appropriate TLC licensees and agents. The Printer shall not provide the Electronic File or the TLC Markings to anyone other than a TLC licensee or agent. The use or distribution of the TLC 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 TLC 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 TLC Markings.
- (d) The TLC may change the TLC Markings. If so, when informed by the TLC, the Printer shall immediately cease using the existing Electronic File or the TLC Markings.

Section 4. The Specifications for Printing the TLC Markings.

- (a) The Printer shall produce the TLC Taxicab Markings as they appear on the Electronic File provided by the TLC as a non-transferable decal. The logo and medallion number should be cut from black premium cast vinyl with a minimum life expectancy of seven years. The 4-character medallion number should always be cut as a single

unit attached to a backing sheet to ensure accurate alignment when applied. The Taxicab Markings shall be printed in accordance with the sizes specified on the Electronic File.

- (b) The Printer shall produce the TLC SHL Markings as they appear on the Electronic File provided by the TLC as a non-transferable decal. The logo, fare icons, license number, and base owner information should be cut from black premium cast vinyl with a minimum life expectancy of seven years. The 5-character license number should always be cut as a single unit attached to a backing sheet to ensure accurate alignment when applied. The TLC SHL Markings shall be printed in accordance with the sizes specified on the Electronic File.
- (c) The Printer shall produce the TLC Accessible Markings and TLC Clean Air Markings as they appear on the Electronic File provided by the TLC onto a non-transferable decal.

- (i) There are two separate TLC Accessible Markings decals. The smaller, rear TLC Accessible Markings logo should be cut from black premium cast vinyl with a minimum life expectancy of seven years. The dimensions of the logo are 4 by 4.725 inches. The larger, hood TLC Accessible Markings logo should be cut from blue Pantone 300 C premium cast vinyl with a minimum life expectancy of seven years. The dimensions of the logo are 7.8 by 9 inches.

- (ii) The TLC Clean Air Markings logo should be cut from black premium cast vinyl with a minimum life expectancy of seven years. The dimensions of the logo are 4 by 4 inches. The logo should be printed with PMS 361 C (green) for the apple and black surrounding the apple.

- (d) The TLC Livery 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.

- (e) The TLC SHL 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 TLC SHL 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.
- (f) The TLC Commuter Van 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 TLC Commuter Van 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.
- (g) The Printer shall produce the TLC Turning Reminder Stickers as they appear on the Electronic File provided by the TLC as a non-transferable sticker. The sticker should be clear, Mylar laminated and have a life expectancy of two years. The gold colored markings are Pantone 143C and the white are Pantone White. The finished size is 3.5 inches wide and 2.5 inches high, landscape orientation. The colors used must match the TLC Turning Reminder Stickers specified in the Electronic File. These standards must be strictly adhered to by the Printer.
- (h) The Printer shall produce the TLC No Hail Zone Markings as they appear on the Electronic File provided by the TLC as a non-transferable decal. The black markings should be cut from black premium cast vinyl with a minimum life expectancy of seven years. The red circle markings should be cut from red premium cast vinyl, Pantone 485C2X, with a minimum life expectancy of seven years. The finished size is 20 inches wide and 4 inches high, landscape orientation. The TLC SHL Markings shall be printed in accordance with the sizes specified on the Electronic File. These standards must be strictly adhered to by the Printer.
- (i) The Printer shall produce the TLC Commuter Van Markings as they appear on the Electronic File provided by the TLC as a non-transferable decal. The markings should be cut from black premium cast vinyl with a minimum life expectancy of two years. The TLC license number should always be cut as a single unit attached to a backing sheet to ensure accurate alignment when applied. The finished size is 21.7 inches wide and 11 inches high, landscape orientation. The TLC Commuter Van Markings shall be printed in accordance with the sizes specified on the Electronic File. These standards must be strictly adhered to by the Printer.

Section 5. Other Provisions Relating to the TLC Markings.

- (a) The City and the TLC shall not incur any costs for the printing of TLC Markings.
- (b) The Printer acknowledges that (i) the City is the sole owner of all trademark and other intellectual property rights with respect to the TLC Markings, and any and all registrations and applications to register the TLC 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 TLC Markings apart from the limited rights granted under this Agreement.

Section 6. Reporting Requirements.

- (a) Printer shall maintain a list of the vehicle owners and agents who have purchased the TLC 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 7. 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:
c/o Christopher Wilson, Deputy Commissioner for Legal Affairs
33 Beaver Street
22nd Floor
New York, NY 10004
212-676-1117

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

Christopher Wilson
Deputy Commissioner for Legal Affairs
New York City Taxi & Limousine Commission

Date

Approved by the NYCTLC on the _____ this day of _____.

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

APPROVAL AS TO FORM OF A CONTRACT BY STANDARD TYPE OF CLASS

Agency: New York City Taxi and Limousine Commission

Contract: Authorized Printer MOU 2014

Pursuant to section 394 of the New York City Charter, I hereby approve as to form the annexed contract by standard type of class. This approval is valid for a period of two (2) years from the date hereof and for a maximum of 40 contracts.

The above approval is made on the express understanding that the substantive language of the contract will not be altered or changed in any way without prior submission to the Office of the Corporation Counsel for approval, provided, however, that blank spaces in the contracts requiring names, dates, dollar amounts or other similar details may be completed.

APPROVED AS TO FORM AND
CERTIFIED AS TO LEGAL AUTHORITY



ACTING CORPORATION COUNSEL 

DATE: **OCT 17** 2014

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