

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
accessible vehicle and clean air vehicle exterior decals

TERMS AND CONDITIONS FOR TLC AUTHORIZATION (the "Agreement")
effective as of this _____ day of _____, 2008 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 medallion taxicabs and for-hire vehicles in the City;

Whereas, the TLC and Smart Design LLC made and entered into an agreement whereby
an artist was hired and commissioned by the TLC to design an original accessible vehicle
symbol for the exterior of NYC licensed medallion taxicabs and for-hire vehicles. The
artist transferred all ownership and copyright rights to the TLC; the TLC and the City
own all right, title and interest in the art work (the "Accessible Markings");

Whereas, NYC & Company designed an original clean air vehicle symbol for the exterior
of NYC licensed medallion taxicabs and for-hire vehicles. The City owns all right, title
and interest in the art work (the "Clean Air Markings");

Whereas, the Commission voted on July 12, 2007 and September 10, 2008 to approve
designs for the Accessible Markings and Clean Air 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 print decals with the Accessible
Markings and 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.

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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 Accessible Markings and Clean Air Markings as they appear on the compact disc(s) provided by the TLC (the “CD” or “CDs”) onto a non-transferable decal.
 - (i) There are two separate Accessible Markings decals. The smaller, rear 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 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 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.
- (b) The Printer shall safeguard the CD and ensure that it is not copied or used for unauthorized purposes.
- (c) The Printer has been provided with the CD for the sole purpose of providing non-transferable decals to TLC licensed medallion taxicab owners or operators. The Printer shall not provide the CD or the Accessible Markings or the Clean Air Markings to anyone other than a TLC licensed medallion taxicab owner or agent. The use or distribution of the Accessible Markings or the Clean Air 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 Accessible Markings and Clean Air 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 Accessible Markings and Clean Air Markings.

- (d) The TLC may change the Accessible Markings and/or the Clean Air Markings. If so, when informed by the TLC, the Printer shall return the current CD to the TLC and immediately cease using the CD or the Accessible Markings or Clean Air Markings.
- (e) In the event that the Printer chooses to apply decals to a taxicab or a for-hire vehicle, the smaller decals shall be applied to the exterior of the C-pillars of a sedan or an SUV or on the exterior of the D-pillars of a minivan, on both sides of such vehicle, and shall be visible to passengers entering the vehicle. The larger Accessible Markings decal shall be applied to the exterior of the center of the front hood. The specific vehicle locations are as illustrated on the CD.

Section 4. Other Provisions Relating to the Accessible Markings and Clean Air Markings.

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

Section 5. Reporting Requirements.

- (a) Printer shall maintain a list of the medallion taxicab and for-hire vehicle owners and agents who have purchased the Accessible Markings and Clean Air 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:

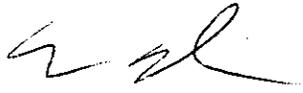
Date

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

SEP 29 2008

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