



**Parking/Camera Violation Payment Plan Hardship Application**

You may use this form to apply for a Department of Finance (DOF) hardship payment plan only for parking and camera violations that have been filed as judgments in civil court. To apply for a Parking/Camera Violation Payment Plan Hardship, you must be the registered owner of the vehicle, the owner’s court-appointed agent, or a vehicle lessee who has been designated as liable for judgment summonses by the vehicle’s lessor.

Once you have completed this form, you can upload it through our customer service portal at [www.nyc.gov/parkingticketpaymentplans](http://www.nyc.gov/parkingticketpaymentplans). Please contact us through that portal if you have any questions. You can also call the Department of Finance’s Collections Division at (212) 440-5300 or visit [www.nyc.gov/finance](http://www.nyc.gov/finance) for more information.

If you are granted a hardship payment plan, your down payment can be as low as 5% of the total amount owed, and your maximum plan length can be up to 48 months. If your adjusted gross income is less than \$86,400, regardless of hardship, you may be eligible for a plan with a minimum down payment of 15% of the total amount owed, and a maximum plan length of 36 months

This form must be completed in its entirety, or the application process may be delayed.

**SECTION I: APPLICANT INFORMATION**

Complete the sections that apply to you.

**INDIVIDUAL**     **BUSINESS ENTITY** (i.e., Corporation/Partnership/Limited Partnership)

- 1. NAME: \_\_\_\_\_
- 2. NAME OF ENTITY (if applicable): \_\_\_\_\_
- 3. ADDRESS: \_\_\_\_\_
- 4. SSN/EIN # \_\_\_\_\_ 5. PHONE NUMBER: \_\_\_\_\_
- 6. (Business entities only) NUMBER OF EMPLOYEES \_\_\_\_\_  
NON-PROFIT ORGANIZATION?     Yes     No
- 7. EMAIL ADDRESS: \_\_\_\_\_
- 8. BANK NAME \_\_\_\_\_ 9. BANK ACCOUNT NUMBER: \_\_\_\_\_
- 10. EMPLOYER’S NAME (if applicable): \_\_\_\_\_
- 11. EMPLOYER’S ADDRESS (if applicable): \_\_\_\_\_
- 12. VEHICLE BOOTED OR TOWED:     Yes     No
- 13. PLATE #: \_\_\_\_\_ STATE: \_\_\_\_\_ REGISTRATION EXPIRATION DATE: \_\_\_\_\_
- 14. DRIVER’S LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_

**15. FINANCIAL HARDSHIP**

- My federal adjusted gross income (AGI) is less than \$86,400.
- OTHER HARDSHIP
  - Serious Medical Illness or Hardship
  - Unemployed
  - Death or Serious Illness of Family Wage Earner
  - Extreme Economic Loss (a decrease in income of at least 25% from last fiscal or calendar year to this year)

**SECTION II: CERTIFICATION**

16. Under penalties of perjury, I declare to the best of my knowledge and belief that the information provided above is true, correct, and complete. I hereby certify that my federal adjusted gross income is less than \$86,400 and/or that I am experiencing a financial hardship and requesting a hardship payment plan. By signing the form in Section IV below, I acknowledge that I have read and agree to all of the agreement terms.

**SECTION III: HARDSHIP PAYMENT PLAN AGREEMENT**

17. Applicant owing \$ \_\_\_\_\_, plus interest, agrees to a down payment in the sum of \$ \_\_\_\_\_ (or \_\_\_\_\_% of the total outstanding judgment debt) immediately payable upon the signing of this Agreement. Monthly payments in the amount of \$ \_\_\_\_\_ will be due and payable on the \_\_\_\_\_ day of each month for a period of \_\_\_\_\_ months, starting on \_\_\_\_\_ and ending on \_\_\_\_\_. Interest will accrue during the term of this Agreement and must be paid within 30 calendar days of the last monthly installment payment. All outstanding judgment violations must be included in this payment plan, including violations that were included in any previously defaulted payment plans. A complete list of license plates registered to Applicant containing outstanding parking and/or camera judgment summonses and their current amounts due will be attached to this Agreement.

18. Applicant understands and agrees that this Agreement does not include marshal or sheriff fees, if applicable, which must be paid at the time the down payment is made.

19. You must provide your Social Security Number or EIN to apply for a payment plan. We are asking for this information to confirm that our records are accurate and that you have submitted accurate information. Our right to require this information is described in Section 11-102.1 of the NYC Administrative Code.

**SECTION IV: SIGNATURE**

By signing below, you acknowledge that you have read and agree to all terms of this Agreement.

Print Name of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Applicant : \_\_\_\_\_

## **SECTION V: REQUIRED DOCUMENTATION**

To apply for a parking/camera violation hardship payment plan, individuals, partners, or agents are required to submit copies of the following documents:

1. Valid government-issued photo ID (driver's license, passport, New York State benefit card)
2. Current vehicle registration and insurance card
3. Current corporation or company bank signature card

DOF reserves the right to request additional documentation.

If your total parking summons judgment debt is more than \$25,000, DOF may require additional financial documentation and your application will be subject to review and approval.

## **SECTION VI: ADDITIONAL INFORMATION FOR THE APPLICANT**

Parking/camera violation payment plans are available only for violations that have been filed as judgments in civil court. You must resolve any outstanding judgment summonses you wish to contest before including them in a payment plan. Otherwise, payment is considered an admission of guilt and your right to a hearing is waived. Only summonses in judgment for less than one year are eligible for a hearing.

Please note that pre-judgment summonses, which are not covered by a payment plan, may accrue penalties and enter judgment if they are not paid or contested in a timely manner. Once a summons enters judgment, interest will also accrue.

## **SECTION VII: ADDITIONAL TERMS AND CONDITIONS**

1. Payments should be: (a) made by check or money order made payable to the NYC Department of Finance and mailed to NYC Department of Finance, Parking Violations, Church Street Station, PO Box 3615, New York, NY 10008-3615, (b) made online at [www.nyc.gov/citypay](http://www.nyc.gov/citypay), or (c) brought into any of the five DOF business centers. When Applicant provides a check as payment to DOF, Applicant authorizes DOF to either use information from Applicant's check to make a one-time electronic transfer from Applicant's account, or to process the payment as a check transaction.
2. Application of Payment: DOF will apply any and all payments received pursuant to this Agreement for summonses referred to in the attachment to this Agreement at its sole discretion.
3. Enforcement: In exchange for Applicant signing and complying with all the terms of this Agreement, DOF agrees not to take any action to enforce the outstanding judgments as set forth in the attachment to this Agreement. It is also understood and agreed that DOF or any other City agency can: (a) file a claim in any voluntary or involuntary bankruptcy proceeding or other proceeding, and (b) take all legal enforcement action it deems appropriate regarding any other debt not covered by this Agreement.
4. Default: Default means failure to make a timely payment; submission of a check(s) that is (are) dishonored; and/or registration renewal denial or suspension. If Applicant defaults, all of the unpaid debt subject to this Agreement shall become due and payable immediately and DOF may, without further notice, enforce its judgments in any and all manners provided by law, including, without limitation, seizing the vehicle, garnishing wages, and/or seizing accounts.
5. Non-Waiver: DOF's failure to enforce any of its rights upon default does not waive its rights to do so upon any other such default. DOF's failure to enforce any judgment does not waive DOF's rights to do so in the future.

**6.** Waiver of Statute of Limitations: Applicant agrees that upon any default, the time within which DOF may enforce its judgments, as provided by law, will be extended by the amount of time that DOF did not take enforcement action under this Agreement.

**7.** Waiver of Defenses: By signing this Agreement, Applicant agrees to waive any defenses to, and not contest, any of the underlying summonses and/or judgments set forth in the attachment to this Agreement in any court or administrative tribunal.

**8.** This Agreement is the complete agreement between Applicant and DOF and contains all of the terms and conditions agreed upon by Applicant and DOF with respect to its subject matter and may not be altered or modified without the express written consent of both Applicant and DOF.

**9.** No oral agreement entered into at any time, nor any other written agreement entered into prior to the execution of this Agreement, shall be deemed to exist, or to bind Applicant and DOF hereto, or to vary the terms and conditions contained herein.