



APPLICATION FOR STIPULATED FINE AND COMMERCIAL ABATEMENT PROGRAMS

Email or mail your completed application:

- Email: FleetRental@finance.nyc.gov
Mail: NYC Department of Finance, Attn: Stipulated Fine Program, 66 John Street, 2nd Floor, New York, NY 10038

The Department of Finance has two commercial parking programs that allow parking violations to be paid on a stipulated fine schedule:

- Stipulated Fine Program: For companies with commercial fleet vehicles engaged in expeditious deliveries or services
Commercial Abatement Program: For companies with commercial fleet vehicles engaged in commercial activity other than expeditious deliveries or services

Use this application to enroll your company and any vehicles registered or leased in the company's name and address. Upon receipt of this application, we will determine which program you are eligible for and send you a bill listing your summonses. You will then have 30 days from the date of the bill to resolve the summonses by taking one of the following steps:

- (1) Paying all summonses that you choose not to contest
(2) Scheduling and completing hearings for summonses you choose to contest and paying those for which you are found guilty
(3) Enrolling in payment plans for judgment debt and addressing non-judgment debt as described in (1) or (2) above

To be eligible for the Stipulated Fine and Commercial Abatement Programs, all of your judgment debt must be either enrolled in payment plans or have no outstanding amount due, and all of your non-judgment debt must have no outstanding amount due.

If we approve your application, we will notify you by email and provide the schedule of fines to you. If you do not pay the fines, you could lose the reduction (if applicable), be subject to penalties and interest, and have a default judgment entered against you in the Civil Court of the City of New York. If you need help or have any questions, please contact the Fleet Unit at (212) 291-2577 or email FleetRental@finance.nyc.gov.

SECTION I: CONTACT INFORMATION

Form with 11 numbered fields for contact information including company name, addresses, contact names, telephone numbers, emails, and employer identification number.

SECTION II: BROKER INFORMATION (If applicable. All fields must be completed.)

Form with 5 numbered fields for broker information including broker company name, contact name, telephone number, business address, and broker email address.

SECTION III: AUTHORIZATION – Indicate which party is authorized to perform the activities below.

ACTIVITY TYPE	RECEIVE REFUNDS Choose One Only	RECEIVE REPORTS	MAKE PAYMENTS	MANAGE PLATES
COMPANY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BROKER (IF APPLICABLE)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: All Fleet Program reports and notifications will be sent by email.

SECTION IV: COMMERCIAL VEHICLE INFORMATION

1. Do you own or lease commercial vehicles? YES If YES, how many? _____
 NO **If NO, you are not eligible for the Stipulated Fine Program.**
2. Are the vehicles currently enrolled in the Fleet Program? YES If YES, indicate the Fleet Registration #: _____
 NO If NO, then this form also serves as enrollment for the Fleet Program.

If the vehicles being enrolled are leased or registered to a different owner name, a Lease Rider is required.

SECTION V: VEHICLE USE INFORMATION

1. A) Describe the nature of your business. Check all that apply:
 Delivery Company Service Company Other (Describe): _____
- B) Indicate the type of delivery or service your company provides. Check all that apply:
 Beverage Contracting Elevator Exterminator Food Laundry Moving
 Cleaning Dry Cleaning Equipment Floral Furniture Mail Plumbing
 Other (Describe in detail): _____
2. A) Describe the type of work you use your vehicles for: _____
B) Indicate the approximate length of time your vehicles are usually parked at each job/stop: _____
C) Indicate the longest length of time your vehicles will be parked in one location: _____

SECTION VI: SIGNATURE AND CERTIFICATION

The undersigned agrees that all plates submitted for registration in the Fleet Program will be registered with the Department of Motor Vehicles or leased in our company's name at the business address shown above. We understand that if we submit plates for Fleet Program registration which are not registered to, or leased by, our name and address, such plates may be dropped from the Fleet Program without prior notice, unless a Lease Rider has been provided. We will abide by the Fleet Program's terms and conditions. We understand that failure to comply with these terms and conditions may lead to the suspension or loss of our privilege to participate in the Fleet Program.

The undersigned understands that all terms and agreements set forth in the Commercial Parking Programs Enrollment Agreement are incorporated into this application by reference with the same force and effect as though fully set forth in this application.

You must provide a copy of one of the following documents:

- Certificate of Business
- Certificate of Incorporation
- LLC Certification

I, _____ certify that I am _____ of the company named in this application and that all information contained in this application is true and correct to the best of my knowledge and belief. I understand that willfully making a false statement of a material fact will subject me to the provisions of law relevant to the making and filing of a false instrument and will render this application null and void.

Authorized Company Official's Signature

Acknowledgment

Sworn to and subscribed before me this ____ day of _____, 20__

Notary Public

SECTION VII: VEHICLE PLATE INFORMATION (CONTINUED)

Please list all plate numbers associated with your business in the section below (attach additional sheets if necessary). All plate numbers listed below will be enrolled in the Fleet Program; you will receive weekly consolidated electronic statements listing the parking violations issued.

	VEHICLE PLATE NUMBER	STATE	PLATE TYPE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			



ENROLLMENT AGREEMENT FOR COMMERCIAL PARKING PROGRAMS

I, _____, holding the position of _____,
NAME TITLE

am authorized to enroll my company, _____, in a New York City Department of Finance (DOF) Stipulated Fine or Commercial Abatement Program for the payment of parking tickets for commercial fleet vehicles.

I certify that my company's vehicles are used in the manner described, and parked for the time periods described, in the attached application; these assertions are incorporated into the terms of this agreement. My company will immediately notify DOF if the uses for any of the enrolled vehicles changes.

By enrolling in this program, I agree to the following:

1. Enrollment: DOF is authorized to enroll the company named above in a stipulated fine program and will determine which program is appropriate. Communications will be conducted through the web- based portal and by email. Once enrolled, program activities such as plate enrollment or termination, debt payment, or account access will be managed online.

2. Stipulated Fines: I agree to the stipulated fine schedule, as determined by DOF, comprising fixed percentages of violations issued in one of three categories: amenable, partially amenable, or non- amenable. I am aware that DOF may change any stipulated fine schedule without providing notice, and I agree to waive any claims and defenses based thereon. Any summons issued to an enrolled vehicle will be paid by the company according to the stipulated fine schedule once this agreement takes effect. I understand that any outstanding balances due for all judgment and non-judgment summonses as of the date of the application, must be paid prior to this agreement taking effect. Any plates registered after the effective date will also require payment before they can be enrolled in the program.

3. Billing: DOF will issue electronic weekly fleet reports listing the number of violations issued, the violation categories, the system entry date, and the amount due. Fleet reports will be sent by email and can also be accessed online at any time. By executing this agreement, I consent to email and online notification, which shall be in full compliance with DOF's notification obligations. I acknowledge that if the company's email address changes, the company is obligated to notify DOF. Failure to receive reports and notifications from DOF because my company failed to provide DOF with up-to-date email addresses will not extend any time periods provided for in this agreement. DOF's notification obligations will be satisfied by email notification to the last email address provided.

4. Payment: Payment of the amount reported must be made within 45 days of the system entry date. DOF may require electronic payment at its sole discretion.

5. Failure to Pay: Failure to pay in a timely manner shall be deemed, for all purposes, as an admission of liability and shall be grounds for rendering and entering a default judgment in the amount of the original unreduced fine, and the imposition of all penalties and interest provided for in DOF's rules. Such judgment will be entered in the Civil Court of the City of New York, or any other court of civil jurisdiction, or any other place provided for the entry of civil judgments within the state of New York. A default judgment may be avoided by payment. Five open judgments incurred within a 12-month period may result in suspension of the vehicle's New York DMV registration.

6. Removal from the Program: Default judgment of greater than \$350.00 may result in removal from both the Stipulated Fine and Commercial Abatement Programs, towing, booting, and suspension of the vehicle's New York DMV registration. A default judgment may be avoided by payment.

7. Waiver of Right to Contest Summonses: For any summonses issued to an enrolled vehicle, the Company waives all rights to a hearing, and agrees to accept the determinations as final. The summonses shall be deemed finally adjudicated and may not be challenged, contested or otherwise adjudicated by any party, for any reason, either administratively, or in court. This waiver applies to all summonses issued prior to this agreement that have not yet been adjudicated as well as those issued after.

This waiver includes any rights to challenge or otherwise contest any such violations that have become due and payable at the unreduced full amount due as set forth by the default provisions herein. This waiver shall be final and irrevocable.

8. Voluntary Enrollment: Enrollment in a DOF Commercial Parking Program (both the Stipulated Fine and Commercial Abatement Programs) is voluntary and may be terminated at any time by either party, for any reason. With respect to vehicle plates enrolled in the Fleet Program that the company does not own but leases, the company is liable for any summonses issued to those plates until enrollment of such plates in the Fleet Program is terminated. Cancellation shall become effective 10 days following the receipt of written notice from the canceling party.

Failure of DOF to enforce any of its rights upon default herein shall not be deemed as a waiver of the right to do so upon any other such default.

I agree that participation in the program requires me to review and manage my reporting online.

I agree to comply with audits from DOF for verification of mode of business. I further agree that if DOF determines that vehicles were not used as described in the attached application, the stipulated fine amounts will be amended based on the appropriate schedule of fines.

This agreement contains all terms and conditions agreed upon by the parties and may not be changed other than in writing signed by all parties. This agreement may not be changed orally.

This agreement shall be binding on our assigns and successors forever.

Name

Signature

Date

Title