



FLEET PROGRAM

ENROLLMENT AGREEMENT FOR FLEET PARKING PROGRAMS

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

am authorized to enroll my company, _____, in a NYC
COMPANY NAME

Parking Program, for the reporting and payment of parking tickets for vehicles enrolled in the NYC Department of Finance’s (“Finance”) fleet vehicle program.

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

- 1. Enrollment:** The Department of Finance is authorized to enroll the company listed above in the fleet program, which will be conducted through the web-based portal and by communicating with the company via email. Once enrolled, program activities such as, plate enrollment or termination, debt payment or account access will be managed online.
- 2. Satisfaction of Summonses:** The company must satisfy any summons issued to a vehicle enrolled in the program by paying it, or if eligible, by scheduling a hearing and if found guilty, paying it.

As of the date of the enrollment application, outstanding balances for both judgment and non-judgment summonses must be satisfied prior to the agreement taking effect. Enrollees may satisfy their outstanding balances by paying for those summonses they choose not to contest, and/or, by scheduling a hearing for eligible summonses they do wish to contest, and then paying for those found guilty.

- 3. Billing:** The Department of Finance will provide electronic reports that list the number of violations issued, the violation categories, system entry date and the amount due. Fleet reports can be sent by email or will be accessible online at any time. By signing this agreement the enrollee agrees that email or online notification by the Department of Finance shall meet the Department of Finance’s notification obligations to give notice by any form of mail. If the company’s email address changes, the company is obligated to notify the Department of Finance; failure to receive notifications from the Department of Finance because of failure to provide the Department of Finance with up-to-date email addresses will not extend any time periods provided for in this agreement. The Department of Finance’s notification obligations will be satisfied by email notification to the last address provided.
- 4. Responding to summonses:** Any summons issued to an enrolled vehicle must be responded to within 60 days of its system-entry date by either (1) being paid; or (2) having a hearing.
- 5. Failure to respond:** Failure to pay on time shall be considered, for all purposes, an admission of liability and shall be grounds for rendering and entering a default judgment in the amount of the original unreduced fine amount in addition to all penalties and interest detailed in the Department of Finance rules and 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.
- 6. Removal from the program:** Default judgment of greater than \$350.00 will result in removal from the program, towing, and/or suspension of DMV registration. A default judgment may be avoided by payment.

7. Voluntary Enrollment: Enrollment in a Commercial Fleet Vehicle Program is voluntary and may be terminated at any time by either party, for any reason. With respect to plates of vehicles 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 by the Department of Finance of written notice from the canceling party.

Failure of the Department of Finance to enforce any of its rights upon default herein shall not be deemed 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.

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