



Policy and External Affairs  
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## TAXICAB LEASING PILOT PROGRAM

### Part A: APPLICATION

1) Owner/Agent Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

2) How many medallions do you currently own/manage? \_\_\_\_\_

3) Approximately what percentage of medallions is required to change shifts at the address listed above? \_\_\_\_\_%

4) Approximately what percentage of medallions, if any, change shifts at a location different than the address above but at a location you set? \_\_\_\_\_% Where is this location? \_\_\_\_\_

5) Approximately what percentage of medallions, if any, change shifts at a location arranged between the morning and evening drivers? \_\_\_\_\_%

6) At what time do the majority of your medallions change shifts in the evening? \_\_\_\_\_

7) In a separate document, list each medallion you currently own or manage and, for each medallion, list how the medallion is currently operated (daily, weekly, DOV).

8) Do you allow drivers to begin an evening shift outside the evening rush hour (that is, by 4:00 PM or after 8:00 PM)?  
\_\_\_\_\_ YES \_\_\_\_\_ NO. If "no", please explain operational changes you would be willing to make to accommodate any drivers that want to begin a shift outside the evening rush hours: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I, \_\_\_\_\_, certify that information above and submitted with this application is true and accurate.

Print Name

Signature

Date

**Part B: MEMORANDUM OF UNDERSTANDING (MOU)**

**TERMS AND CONDITIONS FOR TLC AUTHORIZATION** (“Agreement”) between the City of New York (“City”), acting by and through the Taxi and Limousine Commission, located at 33 Beaver Street, New York, New York 10004 (“TLC” or “Commission”), and \_\_\_\_\_ (“Participant”).  
Print Name

The Commission hereby grants, in accordance with the terms set forth herein, approval to the Participant to offer the following Taxicabs leases:

- a. Leases governed by current TLC Lease Cap Rules (“Standard Leases”);
- b. Leases wherein payment for the use of the Taxicab and Medallion is calculated at the end of a shift as a percentage of a Driver’s total farebox revenue (“Fare Share Leases”); and
- c. Leases governed by a leasing model designed by each Participant with specific lease times and rates and approved by TLC (“Participant Leases”).

**1. LEASING MODELS**

- a. Standard Leases: For all Standard Leases entered into with Drivers pursuant to existing TLC rules, the Participant shall specify in written leases and Driver receipts that the Taxicab and Medallion were leased under the “Standard Lease” leasing model (in addition to all other information required by Chapter 58 of the TLC rules).
- b. Fare Share Leases: A Participant offering leases under the Fare Share Lease model shall:
  - i. Prior to offering Fare Share Leases, inform TLC of the intention to offer Fare Share Leases and TLC will post such information on the TLC website;
  - ii. When calculating the lease payment at the end of each shift or at the end of each week for weekly leases, calculate the Driver lease payment as the percentage specified in the lease of ONLY the base fares and any rush hour or overnight surcharges paid by passengers; and
  - iii. In written leases and Driver receipts, include the following information (in addition to all other information required by Chapter 58 of the TLC rules):
    - 1. State “Fare Share Lease” is the leasing model used;
    - 2. Specify the percentage to be withheld as payment for lease of the Taxicab and Medallion, not to exceed 35%;

3. Specify the time the Taxicab must be returned; and
  4. Specify any per-shift minimum charge.
- c. Participant Leases: A Participant offering leases under a TLC-approved participant-specific leasing model (“Participant Lease Model”) shall:
- i. Submit a proposed leasing model with specified maximum lease charges and shift times to TLC for review and approval;
  - ii. Not offer a Participant Lease under a Participant Lease Model unless and until the approved Participant Lease Model has been posted on the TLC website and at the Participant’s place of business in a form to be prescribed by TLC for at least 7 days;
  - iii. Follow i. and ii. above when amending an approved Participant Lease Model; and
  - iv. In written leases and Driver receipts, include the following information (in addition to all other information required by Chapter 58 of the TLC rules):
    1. State “Participant Lease” is the leasing model used; and
    2. Specify the time the Taxicab must be returned.

## **2. FLEET METRICS**

Throughout the duration of the Pilot Program, TLC will post on the TLC website and regularly update the following information for each Participant:

- a. The age of Taxicabs operated by the Participant;
- b. The location of Participant’s garage or primary place of business;
- c. All leasing models offered by the Participant; and
- d. In the event TLC approves a Participant Lease Model, the specific maximum rates and shift change times included in the Participant Lease Model and, at the option of the Participant, any savings in the aggregate total of the Participant’s maximum rates as compared to the aggregate total of Lease Caps provided in TLC rules.

## **3. ADDITIONAL DUTIES AND RESPONSIBILITIES OF THE PARTICIPANT**

- a. The Participant agrees to submit to the Chairperson, at least every month, a report containing the following information:
  - i. Observations with regard to Driver satisfaction;

- ii. Satisfaction of the Participant;
- iii. For each Fare Share lease and Participant Lease Model lease, the medallion number, Driver hack number, leasing model and amount charged; and
- iv. Other reasonable evaluation criteria determined by the Chairperson.

b. The Participant agrees to abide by all applicable federal, state and local laws, including TLC rules.

The Chairperson may terminate approval to participate in the Pilot Program if the Participant has violated or not complied with any provision of the Pilot Resolution or this Agreement.

The Chairperson, in his or her discretion, may cancel the Pilot Program as provided in the Pilot Program resolution.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

This Section is to be filled out by TLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name