

**CENTRAL BUSINESS DISTRICT TOLLING PROGRAM**  
**FHV BASE PER-TRIP CHARGE FHVB PLAN ACCEPTANCE AGREEMENT BY**

[\_\_\_\_\_] ]  
[COMPANY NAME]

**PREAMBLE**

This CENTRAL BUSINESS DISTRICT TOLLING PROGRAM FHV BASE PER-TRIP CHARGE FHVB PLAN ACCEPTANCE AGREEMENT (“Agreement” or “FHVB Plan Agreement”) is entered into as of the date of date of last signature below and affixed hereto (the “Effective Date”) by [\_\_\_\_\_] (the “Company”), with its principal place of business at [\_\_\_\_\_] , and the Triborough Bridge and Tunnel Authority (the “Authority”), with a principal place of business at 2 Broadway, New York, NY 10004.

**RECITALS**

WHEREAS, the Authority is a public authority and public benefit corporation established pursuant to the laws of the State of New York;

WHEREAS, the Authority is required by law to establish a tolling program for the Central Business District ;

WHEREAS, the Authority is vested with the power to establish, including the making of rules and regulations with respect thereto, and to charge variable tolls and fees for vehicles entering or remaining in the Central Business District;

WHEREAS, the Company represents and warrants that it is a For-Hire Vehicle Base (an “FHVB”) licensed by the New York City Taxi & Limousine Commission that dispatches Arranged Trips to, from within, or through the Central Business District (a “CBD Trip”);

WHEREAS, the Authority has exercised the powers granted to it and established beginning on the CBD Tolling Commencement Date a charge on trips to the Central Business District by passenger and other vehicles, including sedans, sport utility vehicles, station wagons, hearses, limousines, pickup trucks with factory beds, pickup trucks with caps below the roofline and not extending over the sides, and vans without an extended roof above the windshield, all as further described in 21 N.Y.C.R.R. §1021.4 (the “Vehicle Toll”);

WHEREAS, the Authority has further exercised the powers granted to it and established a FHVB Plan for an exemption from the Vehicle Toll and the assessment of a lower, per-trip toll charge (a “CBD FHV Toll Charge”) on each CBD Trip by a For-Hire Vehicle that has accepted the Authority’s terms and conditions for such exemption and discounted per-trip charge (the “FHVB Plan”) and remains in good standing pursuant to such FHVB Plan with the Authority, all as set forth in 21 N.Y.C.R.R. §1021.4; and

WHEREAS, the Authority and the Company enter into this Agreement because the Company is agreeing to and accepting the FHVB Plan, which includes terms and conditions providing for the Company's payment of and reporting on the CBD FHV Toll Charge for every CBD Trip by an FHV dispatched or facilitated by the Company beginning on the CBD Tolling Commencement Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Company agree as follows:

## **AGREEMENT**

### **ARTICLE I**

#### **DEFINITIONS; RECITALS; EFFECTIVENESS**

**Section 1.01. Definitions.** Capitalized terms used in the main body of this Agreement (including the Recitals and the Preamble) but not otherwise defined shall have the meanings set forth in Schedule 1, attached hereto and incorporated herein, unless the context clearly requires otherwise.

**Section 1.02. Incorporation of Recitals.** The Recitals set forth above are incorporated into the terms of this Agreement by this reference with the same force and effect as if set forth fully herein.

**Section 1.03. Effectiveness.** This FHVB Plan Agreement shall not be binding upon the Authority until duly executed by an authorized official of the Authority and delivered to the Company by the Authority.

### **ARTICLE II**

#### **PAYMENT OBLIGATIONS**

**Section 2.01. Company's Obligation to Ensure Complete and Accurate Collection and Payment of the CBD FHV Toll Charge For Each and Every CBD Trip.**

(a) The Company hereby agrees and covenants that it shall take all steps necessary, at its sole cost and expense to: (1) cause the CBD FHV Toll Charge to be paid by a passenger on each and every CBD Trip; (2) ensure the accurate collection of each and every CBD FHV Toll Charge and retain records relating to the same in accordance with this Agreement; and (3) pay to the Authority, in accordance with the terms and conditions of this Agreement, the full amount of each and every CBD FHV Toll Charge actually collected and which should have been collected but was not for any reason whatsoever for each and every CBD Trip, as well as all other amounts owed to the Authority under this Agreement.

(b) The Company shall ensure that geofencing and/or other equally effective technology or system is implemented in order that every CBD FHV Toll Charge is correctly applied to and collected for each and every CBD Trip.

(c) The Company shall, on a monthly basis, pay to the Authority the CBD FHV Toll Charge for each and every CBD Trip irrespective of whether a CBD FHV Toll Charge was collected from a passenger for the CBD Trip. The Company shall make each monthly payment to the Authority within **thirty (30) calendar days** after the end of each month in which a CBD Trip occurred (the “Monthly Payment Deadline”). If the Monthly Payment Deadline falls on a day that is not a Business Day, then the Company shall make payment on the Business Day immediately following such due date. In addition to the monthly CBD FHV Toll Charge payment by the Company, the Company shall pay the applicable Late Payment Penalty with respect to each and every CBD Trip for any payments made after the due date. Any amounts not paid by the Company (including, without limitation, any CBD FHV Toll Charge, and any Late Payment Penalty, each as applicable) when due to the Authority pursuant to this Agreement shall accrue interest, in addition to the principal amount, at the Overdue Interest Rate from the date such payment is due until the date such payment is received.

(d) In the event that the Company primarily or in large part arranges or dispatches CBD Trips with fares paid in cash or non-credit card payments and for which the payments are not directly remitted to the Company or where the Company must invoice and collect such CBD FHV Toll Charge from the applicable Driver, Vehicle owner, affiliate or other party (in each case, a “Related Party”) (the foregoing, “Cash Trips”), the Company may be eligible to submit quarterly payments for such portion of cash or non-credit card payments received, with the prior written approval (and on such conditions) of the Authority. In any case where the Authority has approved, in accordance with the foregoing, quarterly payments for any portion of the CBD FHV Toll Charge(s) required to be paid to the Authority hereunder, the payment due date shall be January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year, or such other intervals as agreed to in writing by the Authority (each, a “Quarterly Payment Deadline”). If the due date falls on a day that is not a Business Day, then the Company shall make payment on the Business Day immediately following such due date. Notwithstanding any approval by the Authority of a Quarterly Payment Deadline, the Company shall submit the CBD FHV Toll Charge Collection Report on a monthly basis in accordance with Article III hereof, unless a different reporting timeline is agreed to in writing by the Authority. The Company shall use best efforts to pursue collection of the applicable CBD FHV Toll Charge for each Cash Trip from the Related Party having responsibility for the CBD Trip (including, where permitted, to offset against any Related Party fare proceeds in possession of the Company) and remit the same to the Authority within thirty (30) days of the Company’s receipt (the “Collection Obligation”). If the Company is unable, despite its best efforts to satisfy its Collection Obligation and to remit the CBD FHV Toll Charge prior to the Monthly Payment Deadline (in each such case, an “Uncollected Toll”), then it shall report such Uncollected Toll to the Authority, including identifying information for the applicable CBD Trip, and the contact information for the Related Party. The Company shall continue to pursue its Collection Obligation for each Uncollected Toll from the Related Party owing such sums for one (1) calendar year after the date of underlying CBD Trip (and in each case, remit the same to the Authority within thirty (30) days of the Company’s receipt). Except where and to the extent that the Company has collected, received or is otherwise in possession of an Uncollected Toll and has not remitted such sums to the Authority in accordance with this Agreement, the Company shall not be liable for the payment of any Late Payment Penalty or interest for any Uncollected Toll. Any amounts not paid

by the Company (including, without limitation, any CBD FHV Toll Charge, and any Late Payment Penalty, each as applicable) when due to the Authority pursuant to this Agreement shall accrue interest, in addition to the principal amount, at the Overdue Interest Rate from the date such payment is due until the date such payment is received.

(e) Unless otherwise directed by or agreed to in writing by the Authority, the Company shall make every payment required hereunder through the Authority Portal.

**Section 2.02. Shortfalls.**

(a) The Company shall be liable to the Authority for the amounts owed in accordance with this Agreement that the Company has failed to pay, including, without limitation, a failure by the Company, for any reason, to collect the CBD FHV Toll Charge from a passenger on a CBD Trip (in each such case, a “Shortfall”), without regard to whether the Company can or does collect such Shortfall (or CBD FHV Toll Charge) from the passenger (or from the Driver where a passenger has paid in cash). Any Shortfall shall be subject to the applicable Late Payment Penalty for each and every CBD Trip that is the subject of the Shortfall, and the amount of the Shortfall together with the applicable Late Payment Penalty shall bear interest at the Overdue Interest Rate from the date originally due in accordance with this Article II until the date paid in full. In the event that the Company discovers a Shortfall, the Company shall be responsible for making payment in accordance with this Section, whether or not the Authority provides notice of such Shortfall.

(b) The Company shall, within **five (5) Business Days** of a notice of a determination by the Authority of the occurrence of any Shortfall by the Company, as applicable, pay to the Authority a lump sum equal to the total amount of the Shortfall, together with any Late Payment Penalty and the accrued interest at the Overdue Interest Rate for each and every CBD Trip as required by Article II. If the due date falls on a day that is not a Business Day, then the payment shall be due on the Business Day immediately following such due date. The Company shall timely pay the Authority the amount identified as the Shortfall irrespective of whether the Company provides to the Authority a timely Dispute Notice as provided in Section 6.01(a). Payment made in accordance with this Section shall be made through the Authority Portal as a lump sum equal to the total amount of the Shortfall together with the applicable Late Payment Penalty and any interest accrued thereon at the Overdue Interest Rate.

(c) Upon the discovery of a Shortfall, the Company shall, within **ten (10) calendar days** of such discovery of any Shortfall, prepare and file with the Authority a CBD FHV Toll Charge Collection Report in accordance with the requirements of Article III.

(d) Any lump sum payment made by the Company which is insufficient to cover the total amount then due and owing shall be applied by the Authority in the following order: (i) to any interest due and owing at the time of payment; (ii) then to the Late Payment Penalty due and owing, if any; and (iii) then to the CBD FHV Toll Charge due and owing, all of the foregoing being applied in full satisfaction of the total cost for each of the earliest applicable CBD Trip(s) until the value of the lump sum payment is expended.

**Section 2.03. Company's Payment of Other Charges.** Any sum other than the required payable CBD FHV Toll Charge, any Late Payment Penalty, and applicable interest hereunder shall, unless otherwise stated herein, be due on demand.

**Section 2.04. No Over-Charge.** Notwithstanding anything to the contrary in this Agreement, the Company shall not charge, or permit a charge, to a passenger or other Person in respect of the Central Business District Tolling Program, the FHVB Plan or a CBD Trip for any non-CBD Trip and/or in excess of the CBD FHV Toll Charge as set forth, and as may be amended from time to time, in 21 N.Y.C.R.R. §1021.4 (any such overcharge, an "Overcharge"). The Company shall be solely liable for, and shall, to the fullest extent permitted by applicable law, defend, indemnify and hold the Authority and the MTA and the MTA's affiliates, subsidiaries, and successors harmless from and against from and against any third-party claim, action, suit, or proceeding, costs (including reasonable attorneys' costs and fees), resulting from or relating to an Overcharge by or through the Company or any Company Driver.

**Section 2.05. Payments Free of Encumbrances.** All amounts due under this Agreement shall be paid in lawful money of the United States, free from all claims, demands, setoffs, or counterclaims of any kind.

**Section 2.06. Implementation Period.** Notwithstanding anything to the contrary herein, no Late Payment Penalty or Overdue Interest shall be collected by the Authority during the Implementation Period.

### **ARTICLE III REPORTING AND RECORDS ACCESS**

**Section 3.01. Company's Obligation to File each CBD FHV Toll Charge Collection Report.** The Company shall, on a monthly basis and within **thirty (30) calendar days** after the end of each month in which the CBD Trip occurred (and for which Company collects or should have collected the CBD FHV Toll Charge from the passenger or the Related Party in accordance with Section 2.01), prepare and electronically file and submit to the Authority a report containing a record of each and every CBD Trip containing information and data as specified in Appendix A, attached hereto and included herein, and as may reasonably be amended from time to time by the Authority through the Authority Portal (the "CBD FHV Toll Charge Data"), and any other information that the Authority, upon notice to the Company at any time and from time to time, within its sole discretion may require and deem reasonably necessary to confirm that the Company is correctly assessing, collecting, and paying the Authority as required under this Agreement, to be submitted with such report (a "CBD FHV Toll Charge Collection Report"). The CBD FHV Toll Charge Collection Report shall be transmitted to the Authority as a CSV or Parquet file through the Authority Portal (or such other format or such other transmission method as required by the Authority upon notice to Company).

**Section 3.02. Company's Obligation to File a Vehicle Data Report.** The Company shall (i) within **three (3) Business Days** from the Effective Date of this Agreement and (ii) at any time during the term of this Agreement upon **thirty (30) calendar days** from a written request by the Authority, provide the Authority with the following data (as described herein, a "Vehicle Data Report") for each vehicle that is eligible at the time of filing to perform a CBD Trip through the Company: (1) vehicle license plate number, (2) license plate issuing state, and (3) vehicle type.

The Authority may use the information contained in a Vehicle Data Report to confirm CBD FHV Toll Charge eligibility. Notwithstanding anything to the contrary herein, the Authority shall have the right (but not the obligation) to exclude from coverage or eligibility under the FHVB Plan any Driver or vehicle that has not been reported as having performed any CBD Trips (without reasonable and demonstrable justification) within a reasonable time period to be determined by the Authority, or which has any CBD toll charges outstanding and unpaid for more than three (3) months under any CBD plan agreement.

**Section 3.03. Company's Obligation to Keep Records of Each CBD Trip.**

(a) The Company shall keep a true and complete record of: (i) every CBD Trip and the vehicles being used for and Drivers performing (each as applicable) for such CBD Trip(s) for which the Company is contracted to provide services, (ii) supporting documentation for payments made to the Authority as required hereunder, and (iii) supporting documentation for any Collection Obligation, and shall make such records available for review upon demand by the Authority and/or by any Person acting through or on behalf of the Authority pursuant to Section 3.04 hereof.

(b) The Company shall maintain the records required to be kept under this Section for no less than **six (6) years** after the later of (1) the date that the Company paid to the Authority the CBD FHV Toll Charge on the CBD Trips for which such records are kept, or (2) the date that such payments were due.

**Section 3.04. Authority's Right to Inspect Records or Data.** The Authority and/or any entity or person acting through or on behalf of the Authority shall have the right, not to be exercised more than one time each calendar year (except where and to the extent the review and audit is as at the request of an Authority oversight or regulatory body, which, in each case shall be in addition to the Authority's annual audit right), to access for audit and inspection upon reasonable prior written notice, and the Company shall provide and make available to the Authority and/or any Person acting through or on behalf of the Authority, any and all information, records, accounts and data of the Company to review and confirm whether the Company is correctly reporting each and every CBD Trip and assessing, collecting, and paying to the Authority each and every CBD FHV Toll Charge and any other amounts as required under this Agreement.

**ARTICLE IV  
OVERDUE PAYMENT INTEREST**

**Section 4.01. Company's Liability for Overdue Payment Interest.** The Company shall be liable to the Authority for the payment of interest at the Overdue Interest Rate then in effect, in addition to the amount owed, if the Company fails to timely pay to the Authority any amount owed in accordance with this Agreement, including, without limitation, on any CBD FHV Toll Charge, Shortfall, Late Payment Penalty, and any other demands for payment under this Agreement. The interest shall accrue at the Overdue Interest Rate then in effect for the period beginning on the day after a required payment date and ending on the date on which payment is received in full.

**ARTICLE V  
DEFAULT EVENT**

**Section 5.01. Default Event.** Each of the following events shall be a “Default Event” hereunder:

(a) if the Company fails to pay an amount due to the Authority hereunder as and when due and such delinquency continues for **ten (10) calendar days** after notice from the Authority to the Company which such notice shall specify that the Authority intends to exercise its rights hereunder in the event that such default becomes a Default Event;

(b) if the Company fails to timely comply with any of its reporting obligations hereunder and the Company does not cure such default within **twenty (20) calendar days** after written notice from the Authority to the Company which such written notice shall specify that the Authority intends to exercise its rights hereunder in the event that such default becomes a Default Event; and

(c) if the Company fails to observe or perform one or more of the other terms, conditions, covenants, or agreements contained in this Agreement and such failure is not cured within **twenty (20) calendar days** after notice thereof by the Authority to the Company which such notice shall specify that the Authority intends to exercise its rights hereunder in the event that such default becomes a Default Event, provided, that if such failure is not reasonably susceptible of cure within 20 calendar days, such period may be extended as reasonably required upon the written approval of the Authority to the extent that the Company is diligently endeavoring and continues to prosecute cure of such default.

**Section 5.02. Remedies.**

(a) Upon the occurrence of a Default Event, the Authority may terminate this Agreement, upon written notice (a “Default Event Notice”) and/or pursue any and all actions, rights, and remedies available at law or in equity.

(b) In addition to the remedies set forth in this Article V, the Authority shall be entitled to any and all remedies available to the Authority at law or in equity under or in connection with this Agreement, including, without limitation, specific performance, injunctive relief, and the recovery by the Authority from the Company (as applicable) of any damages, sums, costs, and expenses (including, without limitation, reasonable, out-of-pocket legal fees and expenses) incurred by the Authority as a result of or in connection with a Default Event under this Agreement.

(c) Notwithstanding anything to the contrary in this Agreement, the rights, remedies, and defenses available to the Authority and the obligations of the Company described in this Agreement shall not limit, condition, restrict, and/or otherwise modify the rights, remedies, and defenses available to the Authority or the obligations of the Company or any Driver pursuant to any applicable law, rule, and/or regulation currently in effect or which may become in effect in the future, including, without limitation, those heretofore promulgated (or which shall be promulgated in the future) by the Authority and/or the MTA (e.g., imposition of a Vehicle Toll for entry into the CBD by any FHV dispatched by an FHVB that is not in good standing under this Agreement), all of which shall remain applicable, enforceable, and unaffected by the existence of this Agreement.

(d) The Authority has the right, in its sole discretion, to refrain from or delay exercising any of its rights under this Agreement at any time or from time to time.

## ARTICLE VI DISPUTE RESOLUTION

**Section 6.01. Company's Sole Remedy in Connection with Disputes.** This Article VI sets out the Company's sole means for challenging any question of fact arising out of, or in any way relating to, (i) any notice by the Authority of a Shortfall that the Company receives in accordance with Section 2.02, and/or (ii) any notice by the Authority of a Refund Determination that the Company receives in accordance with Section 7.02 (each, a "Dispute"). The Authority and the Company agree that exhausting the dispute resolution procedure set out in this Section, including the judicial relief available herein, shall be the Company's sole remedy in connection with a Dispute. If the Company initiates a Dispute, then the Authority and the Company shall proceed as follows.

(a) The Company shall have the right to initiate a Dispute by providing the Authority with written notice in a manner consistent with Section 7.05 within **ten (10) calendar days** of receiving a notice with respect to a Shortfall, or Refund Determination (a "Dispute Notice"). The Dispute Notice shall include a detailed description of the Dispute and the Company's proposed resolution of the same. Within **fifteen (15) Business Days** of receiving a Dispute Notice, a designated representative of the Authority shall schedule an informal meeting with a designated representative of the Company in an effort to resolve the Dispute, and the designated representative of the Authority shall, within **forty-five (45) Business Days** of such meeting, notify the Company of a decision. The Authority's decision shall be final and binding on the Company and the Authority.

(b) If the Company protests the determination of the Authority's designated representative pursuant to Section 6.01(a), then the Company's sole remedy shall, subject to Section 7.12, be to seek review in the form of a challenge of the decision in a court of competent jurisdiction under Article 78 of the New York Civil Practice Law and Rules, it being understood that the review of the court shall be limited to the question of whether or not the determination of the Authority's designated representative is arbitrary and capricious.

(c) Nothing in this Article VI shall be deemed to limit or impair or constitute a waiver of any of the rights or remedies available to the Authority. In the event that the Authority brings an action under this Agreement to recover payment, the Company shall reimburse the Authority for its reasonable out-of-pocket attorney's and other professional fees and costs incurred in connection with such action.

## ARTICLE VII MISCELLANEOUS

**Section 7.01. Expenses.** Except as expressly set forth herein, the Company and the Authority shall bear their own expenses incurred in connection with the preparation, execution, and performance of this Agreement, including all fees and expenses of agents, representatives, counsel, and accountants.



**Section 7.02. Inadvertent Payment Errors.** If the Company discovers that it has made an Inadvertent Payment Error in remitting payment to the Authority using the Authority Portal, the Company may, within **thirty calendar (30) days** of discovering any Inadvertent Payment Error (but in no event later than twelve (12) months from the actual date of such Inadvertent Payment Error), notify the Authority in a manner consistent with Section 7.05. As used herein, an “Inadvertent Payment Error” shall mean a payment in excess of that required pursuant to this Agreement, but shall expressly exclude any over-collection by the Company of a CBD FHV Toll Charge for any CBD Trip and non-CBD Trip beyond and after conclusion of the Implementation Period. During the Implementation Period, the Company shall attempt in good faith to refund any incorrectly charged CBD FHV Toll Charge to any passenger who paid such incorrect CBD FHV Charge and, in each such case where the Company has successfully refunded a passenger for the incorrect CBD FHV Toll Charge during the Implementation Period, the Company may request (together with reasonable documentation demonstrating refund to the passenger), a refund from the Authority for such amount. The Authority shall, within **ninety (90) calendar days** of being notified of any such Inadvertent Payment Error, determine in its sole discretion whether any refund will be provided to the Company and provide the Company with written notice of such determination in a manner consistent with Section 7.05 (a “Refund Determination”). The Authority’s determination shall be final, subject to the dispute resolution procedure set forth in Article VI.

**Section 7.03. Third-Party Beneficiaries.** This Agreement is not intended to confer any rights or remedies upon, and will not be enforceable by, any Person other than the Parties hereto and their respective successors and permitted assigns, except that, MTA is an intended third-party beneficiary of this Agreement, with all rights to enforce and, subject to Section 553-j of the N.Y. Public Authorities Law, to receive the benefits of this Agreement as if it were a Party.

**Section 7.04. No Implied Rights.** Nothing in this Agreement shall be construed to grant the Company any rights other than those expressly provided herein. Any rights granted to the Company under this Agreement must be expressly provided herein, and there shall be no implied rights pursuant to this Agreement, based on any course of conduct, or other construction or interpretation thereof.

**Section 7.05. Notices.** Except as otherwise expressly provided in the Agreement, all notices, requests, and other communications (each a “Notice” or a “notice” to any Party hereunder shall be in writing and shall be given to such party at the address specified for such party on Appendix B, attached hereto and included herein, with a copy to the email address specific in Appendix B (to the extent an email is noted). Service of a notice may be accomplished by personal delivery, registered, or certified first class mail, return receipt requested, or reputable overnight courier service. Each such notice, request, or other communication will be effective upon actual receipt. All Notices shall be deemed given upon actual receipt (or the date of refusal to accept delivery of such notice). Notices may be given either by a party hereto or by such party's attorney set forth in Appendix B. The address for notices to any party may be changed by such party by a written Notice served in accordance with this Section 7.05.

**Section 7.06. Waiver.** No failure by any Party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise any right or remedy

consequent upon a breach of such or any other covenant, agreement, term, or condition, will operate as a waiver of such or any other covenant, agreement, term, or condition of this Agreement. The Company or the Authority by notice given in accordance with Section 7.05 may, but will not be under any obligation to, waive any of its rights or conditions to its obligations hereunder, or any duty, obligation, or covenant of any other Party. No waiver will affect or alter the remainder of this Agreement, but each and every covenant, agreement, term, and condition will continue in full force and effect with respect to any other then existing or subsequent breach. The rights and remedies provided by this Agreement are cumulative and the exercise of any one right or remedy by any Party will not preclude or waive its rights to exercise any or all other rights or remedies.

**Section 7.07. Representations and Warranties.** The Company hereby represents and warrants that it has the full power, capacity, and authority to enter into this Agreement and to observe and carry out all obligations and transactions under, and as contemplated by, this Agreement, including, without limitation, to execute, as necessary, and deliver all documents, instruments, reports, and payments required to be executed and delivered pursuant to this Agreement.

**Section 7.08. Headings.** The titles of Articles and Sections of this Agreement are for convenience only and will not be interpreted to limit or amplify the provisions of this Agreement.

**Section 7.09. All Legal Provisions Included.** As a public entity, the Authority is required by law, rule, or regulation to include certain provisions in agreements that it enters into with third parties (collectively, the “Required Legal Provisions”). Notwithstanding anything to the contrary, if any Required Legal Provision is not included in this Agreement, or included incorrectly, then the Agreement shall be deemed amended so as to include the Required Legal Provision in the required form, and such Required Legal Provision shall be binding on the Authority and Company.

**Section 7.10. Survival.** The following are intended to survive the expiration or earlier termination of this Agreement: (a) Sections 2.02, 2.03, 4.01, 6.01, 7.01, 7.03, 7.04, 7.07, 7.09, 7.12, 7.13, 7.16 and this Section 7.10; (b) any obligation of the Company which by its nature or under the circumstances can only be performed after the expiration or earlier termination of this Agreement; (c) any liability for a payment with respect to any period ending on or before the expiration or termination date of this Agreement; and (d) any indemnity, defense, and hold-harmless provisions in this Agreement.

**Section 7.11. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, subject to the conditions set forth in Section 7.08.

**Section 7.12. Governing Law and Venue.** This Agreement, and all claims or causes of action that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement, including any claim or cause of action based upon, arising out of, or related to any alleged representation made in or in connection with this Agreement, or as an inducement to enter into this Agreement, shall be governed and construed in all respects in accordance with the laws of the State of New York without regard to any conflicts of laws principles. The exclusive venue and jurisdiction for any action or proceeding arising out of this Agreement shall be the state and federal courts located in New York County, New York.

The Company accepts and submits to the personal jurisdiction of such courts and waives any objection to venue.

**Section 7.13. Waiver of Jury Trial.** THE PARTIES DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

**Section 7.14. Amendment.** This Agreement may be modified or amended only by a writing signed by all of the Parties hereto, which shall apply to this Agreement as of the date of the modification or amendment, except as expressly stated in such modification or amendment.

**Section 7.15. Termination.** In addition to any other Authority rights of termination in this Agreement, the Authority shall have the right upon thirty (30) calendar days written notice to the Company to terminate this Agreement, in the Authority's sole and absolute discretion: (i) if the terms of this Agreement are inconsistent with the Authority's then-applicable Tolling Schedule or other tolling schedule approved for adoption; (ii) if the Authority elects to terminate or make unavailable the FHVB Plan for the CBD FHV Toll Charge or if the Authority intends to modify the terms of the FHVB Plan for the CBD FHV Toll Charge; and/or (iii) for the Authority's convenience. The Company shall have a semiannual right of termination, with such right commencing on the second anniversary of the Effective Date, to terminate this Agreement as of July 1<sup>st</sup> and January 1<sup>st</sup> of each year provided that the Company has provided a minimum of ninety (90) calendar days prior written notice to the Authority of its intent to terminate the Agreement.

**Section 7.16. No Liability.** Notwithstanding anything to the contrary in this Agreement, no officer, director, agent, member, manager personal representative trustee or employee of any of the MTA Parties shall be personally liable for the performance of any obligations of any of the MTA Parties or the payment of any sums which may be due under this Agreement.

**Section 7.17. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be in violation of applicable law, and if such court should declare such provision of this Agreement to be unlawful, void, illegal or unenforceable in any respect, the remainder of this Agreement shall be construed as if such unlawful, void, illegal or unenforceable provision were not contained herein, and the respective rights, obligations and interests of the Parties under the remainder of this Agreement shall continue in full force and effect undisturbed and unmodified in any way.

**Section 7.18. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument. The exchange of copies of this Agreement, any signature pages required hereunder, or any other documents required or contemplated hereunder by facsimile or via email transmission in Portable Document Format (.pdf) shall constitute effective execution and delivery of same as to the Parties thereto and may be used in lieu of the original documents for all purposes.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and year indicated under each signature

COMPANY [ \_\_\_\_\_ ]

[Company Name]

By: \_\_\_\_\_

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Date]

TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY

By: \_\_\_\_\_

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Date]

## SCHEDULE 1

### DEFINITIONS

The following terms shall have the following meanings set forth below for the purposes of this Agreement. Any reference in this Agreement to a law or regulation shall be deemed to be a reference to such law or regulation, or successor law or regulation (including any amended or renumbered law or regulation) in effect as of the date of the action in question.

“Agreement” or “FHVB Plan Agreement” shall have the meaning set forth in the Preamble to this Agreement, the CENTRAL BUSINESS DISTRICT TOLLING PROGRAM PER-TRIP CHARGE FHVB PLAN ACCEPTANCE AGREEMENT.

“Arranged Trip” shall mean any trip arranged or facilitated through the Company, but excluding for purposes of this Agreement, any trips administered as part of the MTA’s Access-A-Ride program.

“Authority” shall have the meaning set forth in the Preamble to this Agreement.

“Authority Portal” shall mean a web-based platform, specified by the Authority, through which payments, reports, and data shall be made, submitted and transmitted to the Authority.

“Business Day” shall mean any day excluding Saturday, Sunday, or any day which is a legal holiday under the laws of the State of New York or is a day on which banking institutions in the United States are authorized or required by law or other governmental action to close.

“Cash Trips” shall have the meaning set forth in Section 2.01(d) of the Agreement.

“CBD FHV Toll Charge” shall mean the per-trip charge on For-Hire Vehicles enrolled in the FHVB Plan set forth, and as may be amended from time to time, in 21 N.Y.C.R.R. § 1021.4. The CBD FHV Toll Charge is separate and distinct from the Congestion Surcharge imposed pursuant to Article 29-C of the N.Y. Tax Law.

“CBD FHV Toll Charge Collection Report” shall have the meaning set forth in Section 3.01(a) of the Agreement.

“CBD FHV Toll Charge Data” shall have the meaning set forth in Section 3.01(a) of the Agreement.

“CBD Tolling Commencement Date” shall mean the date determined by the Authority for the beginning of charging of the CBD FHV Toll Charge.

“CBD Trip” shall mean an Arranged Trip to, from, within, or through the Central Business District.

“Central Business District” or “CBD” shall have the meaning as defined, and as may be amended from time to time, in N.Y. Vehicle & Traffic Law §1703(4).

“Central Business District Tolling Program” shall mean the program for charging tolls for vehicles that enter or remain in the Central Business District set forth, and as may be amended from time to time, in N.Y. Vehicle & Traffic Law §1703(3).

“Collection Obligation” shall have the meaning set forth in Section 2.01(d) of the Agreement.

“Company” shall have the meaning set forth in the Preamble to this Agreement.

“CSV” shall mean a comma-separated values file.

“Default Event” shall mean any event set forth in Section 5.01 of the Agreement.

“Default Event Notice” shall have the meaning set forth in Section 5.02(a) of the Agreement.

“Dispute” shall have the meaning set forth in Section 6.01 of the Agreement.

“Dispute Notice” shall have the meaning set forth in Section 6.01(a) of the Agreement.

“Driver” shall mean any operator that may provide trips to passengers or other services through, or dispatched by, the Company.

“Effective Date” shall have the meaning set forth in the Preamble to this Agreement.

“For-Hire Vehicle” or “FHV” shall mean a for-hire vehicle as that term is used in Chapter 59 of the New York City Taxi & Limousine Commission Rules, or any successor regulation intended to replace such regulation.

“For-Hire Vehicle Base” or “FHVB” shall mean a for-hire base licensed pursuant to Chapter 59 of the New York City Taxi & Limousine Commission Rules, or any successor regulation intended to replace such regulation, but excluding FHVBs that are considered high volume FHVs.

“Implementation Period” shall mean the first sixty (60) calendar days from CBD Tolling Commencement Date.

“Inadvertent Payment Error” shall have the meaning set forth in Section 7.02 of the Agreement.

“Late Payment Penalty” shall mean an additional charge owed by the Company when a payment that is due and owing is not paid as and when due, as follows:

Days Late	Late Payment Penalty
Up to 30 days	The <i>greater</i> of \$0.0375 or 5% for each CBD FHV Toll Charge due
From 31 to 60 days	The <i>greater</i> of \$0.0750 or 10% of each CBD FHV Toll Charge due
From 61 to 90 days	The <i>greater</i> of \$0.1125 or 15% of each CBD FHV Toll Charge due
Over 90 days	The <i>greater</i> of \$0.225 or 30% of each CBD FHV Toll Charge due

“Metropolitan Transportation Authority” or “MTA” shall mean the public authority and public benefit corporation established pursuant to Title 11 of the N.Y. Public Authorities Law.

“Monthly Payment Deadline” shall have the meaning set forth in Section 2.01(c) of the Agreement.

“MTA Parties” shall mean the Authority and the MTA.

“Notice” or “notice” shall have the meaning set forth in in Section 7.05.

“Overcharge” shall have the meaning set forth in Section 2.04 of the Agreement.

“Overdue Interest Rate” shall mean a rate of interest equal to the lesser of: (x) ten percent (10%), or such other rate established by the Authority from time to time upon notice to the Company; provided,

however, that any future rate established by the Authority shall not exceed two percent (2%) over and above the then-applicable rate of interest announced by Citibank, N.A., or its successor as its prime or base rate (or the generally accepted substitute for such rate); and (y) the maximum permissible interest rate (if any) then in effect in the State of New York under the circumstances. A reduction in the prime or base rate of interest by Citibank, N.A., or its successor, during the term of this Agreement shall not, at any time, form the basis for a reduction of the Overdue Interest Rate under this Agreement.

“Party” shall mean the Authority or the Company.

“Parties” shall mean the Authority and the Company.

“Person” shall mean a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee, or any other individual or entity in its own or any representative capacity.

“Quarterly Payment Deadline” shall have the meaning set forth in Section 2.01(d) of the Agreement.

“Refund Determination” shall have the meaning set forth in Section 7.02 of the Agreement.

“Related Party” shall have the meaning set forth in Section 2.01(d) of the Agreement.

“Required Legal Provisions” shall have the meaning set forth in Section 7.09 of the Agreement.

“Shortfall” shall have the meaning set forth in Section 2.02(a) of the Agreement.

“Tolling Schedule” shall mean the toll rate schedule as set forth, and as may be amended from time to time, in 21 N.Y.C.R.R. §1021.4.

“Transfer” shall have the meaning set forth in Section 7.03.

“Uncollected Toll” shall have the meaning set forth in Section 2.01(d) of the Agreement.

“Vehicle Toll” shall have the meaning set forth in the Recitals to this Agreement.

“Vehicle Data Report” shall have the meaning set forth in Section 3.02 of the Agreement.

**Appendix A**

(See attached)



TBTA Central Business District Tolling Program  
For-Hire Vehicle Bases (FHVB) Per-Trip Charge Plan Acceptance Agreement

**Appendix A**

Field	Format	Description	Notes
dispatching_base_num	varchar(25)	Base number of the base that dispatched the vehicle	
fhv_company_name	varchar(50)	Plaintext name for FHV company that dispatched trips to, from, within, or through the CBD	
vehicle_type	varchar(50)	Column specifying whether a vehicle is licensed as “FHV” (For Hire Vehicle), “Yellow Taxi”, or “SHL” (Street-Hail Livery) with the TLC.	
ride_id	varchar(50)	Unique ID for each passenger trip	Unique ID should be a combination of numbers and letters that can be referenced in discussions between MTA and Permittee
license_plate_issuing_state	varchar(2)	State that issued vehicle license plate (e.g., NY)	
license_plate	varchar(25)	the vehicle DMV plate number	
pickup_datetime	datetime(yyyy-mm-dd hh24:mm:ss EDT/EST)	date/time when passenger entered the vehicle	Date according to time of pick-up in EDT/EST as appropriate based on time of year
pickup_lat	float	GPS latitude where the passenger was picked up	Decimal degrees format - Coordinate system: WGS 1984 (5 decimal places)
pickup_long	float	GPS longitude where the passenger was picked up	Decimal degrees format - Coordinate system: WGS 1984 (5 decimal places)
dropoff_datetime	datetime(yyyy-mm-dd hh24:mm:ss EDT/EST)	date/time when the passenger is dropped off	Date according to time of drop-off in EDT/EST as appropriate based on time of year

TBTA Central Business District Tolling Program  
For-Hire Vehicle Bases (FHVB) Per-Trip Charge Plan Acceptance Agreement

dropoff_lat	float	GPS latitude where the passenger was dropped off	Decimal degrees format - Coordinate system: WGS 1984 (5 decimal places)
dropoff_long	float	GPS longitude where the passenger was dropped off	Decimal degrees format - Coordinate system: WGS 1984 (5 decimal places)
cbd_congestion_zone_surcharge	decimal(38,2)	total amount collected for CBD congestion pricing zone surcharge	2 decimal places
access_a_ride_flag	char(1): Y,N	Was the trip administered on behalf of the Metropolitan Transportation Authority (MTA)? (Y/N)	
wav_request_flag	char(1): Y,N	Did the passenger request a wheelchair-accessible vehicle (WAV)? (Y/N)	
wav_match_flag	char(1): Y,N	Did the trip occur in a wheelchair-accessible vehicle (WAV)? (Y/N)	
had_cbd_pickup	char(1): Y,N	Was the pickup point of this trip within the CBD Congestion Pricing Zone (Y/N)	Any trip where the pickup point was within the CBD Congestion Pricing Zone should be marked with a "Y".
had_cbd_route_segment	char(1): Y,N	Did this trip contain at any point a route segment that passed within the CBD Congestion Pricing Zone, regardless of the trip's pickup or dropoff location. (Y/N)	Any trip that passed through the CBD Congestion Pricing Zone at any point should be marked with a "Y" for this field, regardless of where the trip started or ended. For example, a trip that was picked up in Brooklyn, passed through Lower Manhattan, and dropped a passenger off at 101st street in Manhattan, should be included in this dataset and include a "Y" for this field, because it contained a route segment that brought it through Lower Manhattan.
had_cbd_dropoff	char(1): Y,N	Was the dropoff point of this trip within the CBD Congestion Pricing Zone (Y/N)	Any trip where the dropoff point was within the CBD Congestion Pricing Zone should be marked with a "Y".

**Appendix B – Notice Parties**

If to the Company, to:

[ ]

[ ]

[ ]

Attn: [ ]

With a copy to:

[ ]

[ ]

[ ]

Attn: [ ]

If to the Authority, to:

Triborough Bridge and Tunnel Authority  
2 Broadway, 23rd Floor  
New York, New York 10004  
Attention: President

With a copy to:

Metropolitan Transportation Authority  
2 Broadway, 20th Floor  
New York, New York 10004  
Attention: Chief Financial Officer

With a copy to:

Metropolitan Transportation Authority  
2 Broadway, 20th Floor  
New York, New York 10004  
Attention: General Counsel

With a copy to:

Triborough Bridge and Tunnel Authority  
2 Broadway, 24<sup>th</sup> Floor  
New York, New York 10004  
Attention: General Counsel & Corporate Secretary