Inspector of Carriages Notice

Number: IOC-09-04
Date: March 25, 2009
Post/Mention: Indefinite

SUBJECT: 2009 Medallion Lease Agreement

In accordance with Rule 403, Section 6 the following Medallion Lease Agreement shall be the only agreement used for all City of Boston Hackney Carriage Medallion Leases.

No Lease agreement may be altered without the express written permission of the Inspector of Carriages.

All lease agreements in force as of this date shall remain in effect for the duration of the agreement.

Captain Robert W. Ciccolo Jr.
Inspector of Carriages

City of Boston
Hackney Carriage
Medallion Lease Agreement
2009 Version

Medallion #_____

Agreement made this ____ day of _____, _____ between:

Lessor

Name: _____

Address: _____

_____

_____

Tel: _____

Lessee

Name: _____

Address: _____

_____

_____

Tel: _____

Lessee

Name: _____

Address: _____

_____

_____

Tel: _____

Now therefore, inconsideration of the mutual covenants herein, it is agreed as follows:

Duration

Lessor shall rent Medallion No._____ to the Lessee for the term of _____ commencing _____ and ending _____

OR

Lessor shall rent Medallion No._____ to the Lessee for the service life of the vehicle bearing Vehicle Identification number_____
As determined by the Police Commissioner or his designee.

Termination

Termination for cause shall require 30 days written notice except for non-payment. Non-payment shall be defined as more than 7 days late, 3 times within any 12 month period. Termination for non-payment shall require 14 days written notice. The 14 days shall commence upon receipt of certified mail or in-hand delivery. Termination for cause whether for non-payment or otherwise shall require prior written notice and prior approval from the Inspector of Carriages.

Weekly Payment

Mandatory

Lessee shall pay the Lessor the sum of $_____ (not more than $500) per week rental fee for the use of said Medallion No._____ in advance each week.

Optional **Please consult with your tax advisor**

Lessee shall pay the Lessor the sum of $_____ (5% of above) Sale Tax which the Lessor shall forward to the Massachusetts Department of Revenue as required by law.

Rental:	_____
Sales Tax:	_____
Radio Dues:	_____
Total:	_____

Mandatory **The Medallion Owner Must Pay the Radio Dues**

Lessee shall pay the Lessor $_____ in Radio Association dues which the Lessor will forward to the Radio Association as required.

Payment on Signing

The Lessee shall pay the Lessor the sum of $_____ on the date of the signing of this agreement.

$_____ to be applied to the first weeks rental

$_____ Security Deposit (not to exceed two weeks rental)

Receipts

The Lessor shall provide the Lessee with an receipt for all transactions. A cancelled check or bank deposit slip shall be an acceptable receipt.

Security Deposit Accounts

The Lessor shall return the full amount of the security deposit within 30 days of the completion of the lease provided all obligations under this Agreement have been met.

Radio Association

The Lessee has the sole right to choose which Radio Association he shall belong to and the lease cannot be conditional on membership in a particular Radio Association. The Lessee shall maintain the Medallion and vehicle membership in a Radio Association authorized by the Boston Police Commissioner that the Lessee has chosen freely and voluntarily. The Lessee shall not change to another radio associations without proper notification to the Lessor and the Inspector of Carriages.

Insurance

The lessor and the lessee agree that the lessee will pay the lessor an additional, $ per in return for additional automobile insurance coverage not required by law or by a automobile loan lender.

Advertising

Check One:

☐ The Lessor and Lessee agree that there shall be NO advertising material attached to the vehicle.

☐ The Lessee shall receive all fees from advertising attached to the vehicle.

☐ The Lessor and Lessee/Manager shall divide all fees from advertising attached to the vehicle in the following manner:

_____

_____

_____

_____

_____

Motor Vehicle Maintenance Costs

Lessee shall pay, and be responsible, for all operating costs of the vehicle, including but not limited to fuel, repairs and all periodic maintenance costs, as required, and shall indemnify and hold Lessor harmless from such operating costs.

Authorized Drivers

The Lessee agrees that only persons authorized by the Lessor in advance and in writing shall operate the vehicle used in connection with this lease. Any violation of this paragraph shall result in this lease being void for cause upon proper notice.

Authorized Drivers: _____ Hackney Lic#_____

_____ Hackney Lic#_____

_____ Hackney Lic#_____

_____ Hackney Lic#_____

The lessee must submit copies of the required shift rental agreement to the Hackney Carriage Unit and to the lessor for each authorized driver prior to allowing operation

Non-Assignable Costs

The Lessor is responsible for all:

Automobile Insurance costs

Local, State, and Federal Taxes (excluding sales tax)

State Registration and renewal Fees

City of Boston Medallion Fees

Insurance

The Lessor shall pay the cost of liability and other mandatory insurance. Said insurance shall be in the minimum coverage of $20,000/$40,000/$5,000. All funds received by the Lessor from an insurance company or other person or corporation in settlement of claims related to the vehicle shall be paid to the Lessee, minus those funds expended by the Lessor for legal expenses or other collection activities connected to that particular settlement.

Notice of Transfer of Medallion

Both parties understand that the Medallion Lease Agreement shall remain in effect through its complete term irrespective of the transfer of the Medallion. The agreement shall bind the new owner to the conditions of the agreement upon transfer for the remainder of the terms. The Lessor shall notify the Lessee upon transfer of the Medallion. The Lessor is responsible for ensuring that the new owner is familiar with the terms of this Agreement prior to the transfer.

Involuntary Transfer

The Lessee understands that in the event of an Involuntary Transfer such as Foreclosure, Seizure, or Court Order this Agreement may be void depending upon the particular circumstances.

Reporting

The Lessee shall, within 24 hours, report any accidents or related occurrences to appropriate insurance representatives, and the Lessor and shall give full and complete cooperation to investigating and defending against an accident claimed. Any monies received as a result of insurance accident claims or damage for which Lessee has paid shall be paid over to the Lessee,less attorneys fees or other expenses incurred by the lessor in connection with the settlement of the claim

Hackney Carriage Rules

Lessee shall abide by, conform to, and comply with any and all rules and regulations of the Boston Police Commissioner or his designee applied to Licensed Hackney Carriages during the term of this agreement, whether previously or subsequently promulgated, and Lessee shall indemnify Lessor from any and all costs and expenses caused by Lessee's violation of said rules and regulations. In the event the Police Commissioner at any time

adopts any rules or regulations which preclude the Lessor and Lessee from engaging in the taxicab business as contemplated, this Agreement shall automatically terminate without further obligation or liability to either party.

Pro-rated Payments

In the event any act of commission or omission by the Lessor results in the Medallion being seized by the Inspector of Carriages; or any act of commission or omission by the Lessor results in the Lessee being otherwise unable to conduct the business of operating the designated Hackney Carriage, the Lessee shall deduct from the next payment the amount of lost time on a pro-rated basis.

Fines and Violations

Lessee shall be responsible for all and shall promptly pay all fines, penalties or assessments arising out of the use and operation of the Hackney Carriage during the term of this Agreement, including but not limited to traffic and parking violations and Hackney Violations, and shall indemnify and hold harmless the Lessor from such fines, penalties or assessments. Provided however that the Lessee shall not be responsible for fines, penalties or assessments levied as a result of the Lessors failure to abide by rules and regulations of the Boston Police Commissioner or his designee as applied to Licensed Hackney Carriages.

Independent Contractor

Both parties must initial if they wish to agree to this clause:

☐ **Lessor** ☐ **Lessee**

The Lessee specifically acknowledges that he is an independent contractor and the Lessor and Lessee are separate entities. This Agreement shall not be construed to form a partnership, limited partnership, general partnership, joint venture, principal agent or employee/employer relationship of any kind whatsoever. Neither the Lessor nor the Lessee shall have any power to obligate or bind the other. Lessee shall at all times be free from control or direction of the Lessor in the manner of operation of the Hackney Carriage. The Lessee shall not be required to accept any radio dispatch call other than those which it may be his volition to accept; and further, Lessee shall not be restricted in any manner as to the area in which he may operate said Hackney Carriage, nor shall he be required to remain in any specific place, as long as he adheres to the laws and ordinances of the municipality in which said vehicle may be operated and the rules and regulations governing Hackney Carriages. Lessee shall not be required to account to the Lessor in any manner for the fares or other amounts received by the Lessee in connection with the operation of said Hackney Carriage, except will turn over to the Lessor at the end of the rental period any records required to be kept by any laws, ordinances or regulations pertaining to the operation of the Hackney Carriage.

The Lessor and Lesee specifically acknowledge that the inclusion of this optional clause in the Agreement does not indicate or imply any endorsement, approval or judgment as to the legal standing of the clause by the City of Boston, the Police Commissioner or the Hackney Unit.

Freedom from Claims

The Lessor acknowledges that he is the owner of the corporation bearing the Medallion Number set forth above, and further acknowledges that there are no claims, suits or judgments against the corporation arising out of the Lessor's use and operation of said Medallion, prior to the date of this agreement.

Purchase of Vehicle

At the end of this lease, Lessee shall have the right to purchase the vehicle used in connection with this agreement for the total sum of twenty dollars.

Modification

This Agreement may be modified or changed only by written agreement.

Severability

The various provisions of this Agreement are severable from each other and from the rest of this Agreement, and in the event that any part of this Agreement shall be held to be invalid or unenforceable by a court or an administrative agency of competent jurisdiction, the remainder of this Agreement shall be fully effective, operative and enforceable.

Entire Agreement

This Agreement constitutes the entire Agreement between the parties with regard to the lease of the above-mentioned Medallion.

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement on the day and year written above.

Lessor: _____ Lessee: _____