

Inspector of Carriages Notice



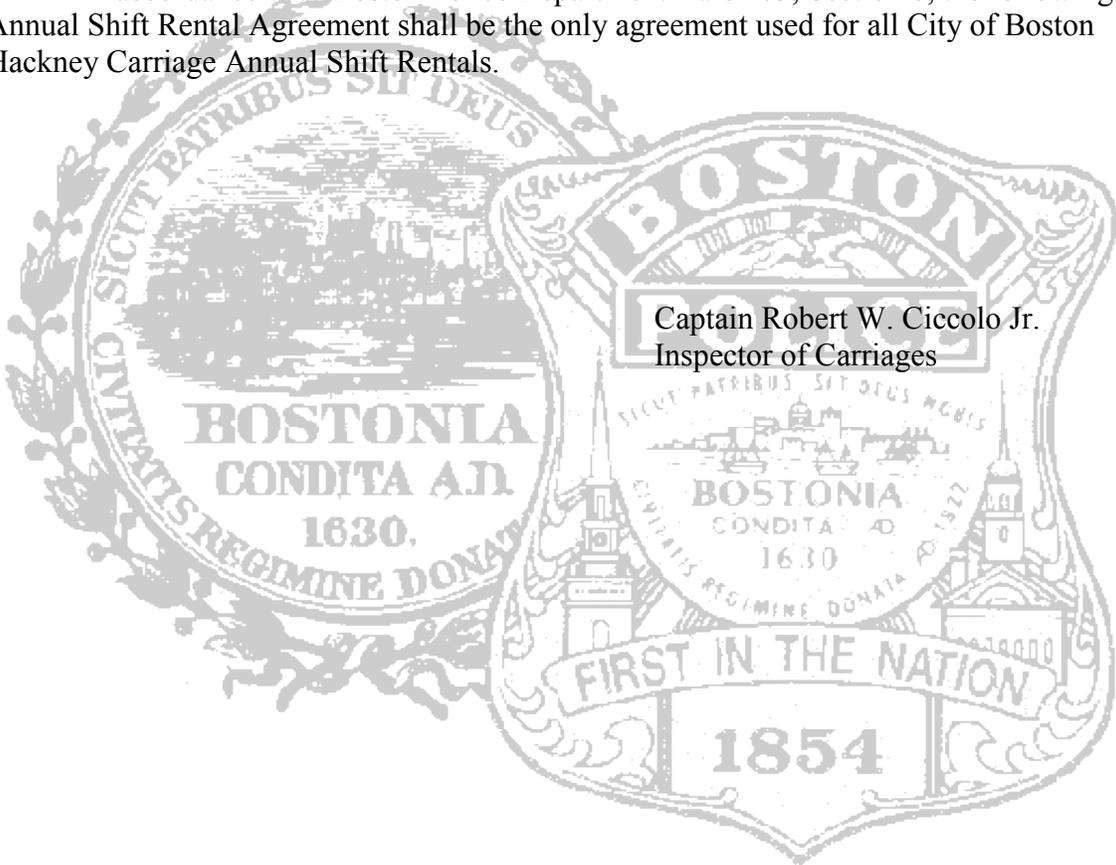
Number: IOC-09-13

Date: December 30, 2009

Post/Mention: Indefinite

SUBJECT: 2010 Annual Shift Rental Agreement

In accordance with Boston Police Department Rule 403, Section 6, the following Annual Shift Rental Agreement shall be the only agreement used for all City of Boston Hackney Carriage Annual Shift Rentals.



Captain Robert W. Ciccolo Jr.
Inspector of Carriages

**City of Boston
Hackney Carriage
Annual Shift Rental Agreement
2010 Version**

Agreement made this _____ day of _____, _____ between:

Lessor

Name: _____

Address: _____

Tel: _____

Lessee

Name: _____

Address: _____

Tel: _____

Hackney Lic. # _____

Lessee

Name: _____

Address: _____

Tel: _____

Hackney Lic. # _____

Lessor Initials

Lessee Initials

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

Duration

Lessor shall rent said medallion and vehicle to the Lessee for the term of one year commencing _____, _____

Vehicle Condition

Lessor shall provide a clean, inspection ready, City of Boston Hackney Carriage and Medallion for the duration of the agreement.

Maximum Shift Payment

The following chart denotes the Maximum shift payments authorized by the Police Commissioner; **parties are free to agree to lesser amounts.** Please check box for which charges are to be utilized.

- One Driver Weekly Rental \$700.00 Actual Charge _____
- Two Driver Weekly Rental \$800.00 Actual Charge _____

In addition to the amounts above, the Lessor may charge the following amounts weekly:

- New Car Premium \$170.00 Actual Charge _____
- Annual Shift Rental Premium \$10.00 Actual Charge _____
- Optional Collision Damage Waiver* Actual Charge _____
*(See Page 5)

TOTAL DUE WEEKLY: _____

Failure to Return

Failure to return the vehicle at the end of the specified term without prior notification and agreement shall be cause for termination without notice, and in any case shall be cause for a Late Fee of \$50.00 per day over and above the weekly payment. The Lessee shall compensate the Lessor for any legal fees or other expenses incurred collecting non-payment and/or recovery of an abandoned vehicle. This section shall not apply to vehicles which need to be towed as the result of a mechanical breakdown, provided that the Lessor is notified immediately.

Payment on Signing

The Lessee shall pay the Lessor the sum of \$ _____ as a Security Deposit on the date of the signing of this agreement. The Lessor will maintain all Security Deposits in an account set aside for that purpose and will return to the Lessee the full amount within 30 days upon completion of the lease, provided all obligations under this Agreement have been met.

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.

Lessor Initials

Lessee Initials

Receipts

The Lessor shall provide the Lessee with an itemized receipt identifying all charges within 24 hours for all transactions.

Motor Vehicle Maintenance

Lessor shall pay and be responsible for all maintenance costs of the vehicle, including but not limited to repairs and all periodic maintenance costs, as required, and shall indemnify and save Lessee harmless from such maintenance costs. The Lessee shall make the vehicle available for such maintenance as required. Provided that if such vehicle is unavailable for use for any period over 24 hours that the Lessor shall provide a refund of the rental fee for the amount of lost time on a pro-rated basis.

Motor Vehicle Operating Costs

Lessee shall pay and be responsible for all operating costs of the vehicle during the shift, including but not limited to, fuel, tolls and airport fees.

Damage to Vehicle

The Lessee shall be responsible for returning the vehicle to the Lessor in the same condition as when delivered to the Lessee less reasonable wear. The Lessee will be responsible for compensating the Lessor for any damage sustained to the vehicle during the shift period. In the event of such damage incurred as the result of a criminal act by a person other than the Lessee, the Lessee shall be responsible for filing a police report and ensuring that the Lessor receives a copy.

Unless,

Check if applicable:

The Lessee may choose to pay to the Lessor the additional amount of _____ per week, in return for which the Lessor shall hold the Lessee harmless for all but deliberate damage to the vehicle. The Lessee understands that his acceptance of the damage waiver above is strictly voluntary, and may not be made a condition of the lease now or in the future, and the Lessor may not demand acceptance of this damage waiver as a condition of the Agreement.

Insurance

The Lessor shall pay the cost of all liability and other insurance. Said insurance shall be in the minimum coverage of \$20,000/\$40,000

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.

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.

Lessor Initials

Lessee Initials

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 Lessor shall provide a refund of the rental fee for the amount of lost time on that shift on a pro-rated basis.

Fines and Violations

Lessee shall be responsible for, 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 the laws of the Commonwealth of Massachusetts or the rules and regulations of the Boston Police Commissioner or his designee as applied to Licensed Hackney Carriages.

In the event the Lessee receives a Hackney Carriage Violation, the Lessee shall notify the Lessor within eight (8) hours and shall cooperate in clearing the violation.

Failure to abide by this clause shall be cause for termination of the Agreement without notice.

Independent Contractor

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 Lessee 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.

Lessor Initials

Lessee Initials

Modification

This Agreement may be modified or changed only by written agreement with the prior approval of the Inspector of Carriages.

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.

Shift Lease Renewal

The Lessor may, at his option, require the Lessee to renew this Agreement by means of a Shift Lease Renewal form or card which shall specify the time out/time in, Medallion Number, Hackney License Number and such other information as the Lessor shall require, provided that the Lessee shall be offered the opportunity at the beginning of each shift to decline or accept the Damage Waiver mentioned above.

Copies of Agreement

There shall be two (2) originals of this document provided by the Lessor and executed this date. The Lessor shall hold one original and the Lessee shall hold one original.

Entire Agreement

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

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

Lessor: _____ Lessee: _____

Lessor Initials

Lessee Initials
