

NEW YORK CITY DEPARTMENT OF FINANCE • TREASURY & PAYMENT SERVICES DIVISION

Standard Payment Agreement Enrollment Form for Parking and Camera Violation Judgments

You may use this form to enroll in a Department of Finance (DOF) payment plan only for parking and camera violations that have been filed as judgments in civil court. To enroll in a payment plan, you must be the registered owner of the vehicle, the owner's court-appointed agent, or a vehicle lessee who has been designated as liable for judgment summonses by the vehicle's lessor.

- For Booted or Towed Vehicles: Please complete this form and call RIS NYC at (646) 517-1000 for further instructions.
- For Vehicles That Have Not Been Booted or Towed: Once you have completed this form, you can upload it through our customer service portal at www.nyc.gov/parkingticketpaymentplans. Please contact us through that portal if you have any questions. You can also call the Department of Finance's Collections Division at (212) 440-5300 or visit www.nyc.gov/finance for more information.

This form must be completed in its entirety, or your enrollment may be delayed.

13. DRIVER'S LICENSE #: STATE:

SECTION I: ENROLLEE INFORMATION

SECTION II: PAYMENT PLAN AGREEMENT

Review the payment plan agreement terms. You will sign the form in SECTION III to acknowledge that you have read and agree to all of the agreement terms.

14 a. IF YOUR VEHICLE HAS BEEN BOOTED OR TOWED:

Enrollee agrees to pay 20% of the total outstanding executed judgment debt (or 50% of the total outstanding executed judgment debt if such debt is less than \$350.00), immediately upon signing this Agreement (defined as this enrollment form together with the Confirmation referenced in this paragraph) and the remaining total outstanding judgment debt if such debt is (a) less than \$350.00, within 60 days of the date of this Agreement, or (b) \$350.00 or more, in 24 equal monthly installments, due and payable on the first calendar day of each month, the first payment to be made by the first calendar day of the month following the date this Agreement is signed. Interest will accrue during the term of this Agreement and must be paid within 30 calendar days of the last monthly installment payment. All outstanding judgment violations must be included in this payment plan, including violations that were included in any previously defaulted payment plans. You must then claim your vehicle within 48 hours, or the vehicle can be sold at auction. A confirmation ("Confirmation") will be sent to the Enrollee that finalizes the payment plan enrollment and this Agreement, which will include a complete list of license plates registered to Enrollee containing outstanding parking and/or camera judgment summonses and their current amounts due, plus the first payment due date, payment plan completion date, and the payment amount due each month. You can request a smaller down payment amount or a longer payment plan length by completing the Parking/Camera Violation Payment Plan Hardship Application.

Total Outstanding Executed Judgment Amount Due: \$
Down Payment Amount: \$
14 b. IF YOUR VEHICLE HAS NOT BEEN BOOTED OR TOWED:
Enrollee owing \$, plus interest, agrees to a down payment in the sum of \$ (or% of the total outstanding judgment debt) immediately payable upon the signing of this Agreement. Monthly payments in the amount of \$ will be due and payable on the day of each month for a period of months, starting on and ending on . Interest will accrue during the term of this Agreement and must be paid within
30 calendar days of the last monthly installment payment. All outstanding judgment violations must be included in this payment plan, including violations that were included in any previously defaulted payment plans. A complete list of license plates registered to Enrollee containing outstanding parking and/or camera judgment summonses and their current amounts due will be attached to this Agreement. You can request a smaller down payment amount or a longer payment plan length by completing the Parking/Camera Violation Payment Plan Hardship Application.

- 15. Enrollee understands and agrees that this Agreement does not include marshal or sheriff fees, if applicable, which must be paid at the time the down payment is made.
- **16.** You must provide your Social Security Number or EIN to enroll in a payment plan. We are asking for this information to confirm that our records are accurate and that you have submitted accurate information. Our right to require this information is described in Section 11-102.1 of the NYC Administrative Code.

SECTION III: SIGNATURE

By signing below, you acknowledge that you have read and	d agree to all terms of this Agreement.
Print Name of Enrollee:	Date:
Signature of Enrollee:	

SECTION IV: REQUIRED DOCUMENTATION

To apply for a parking payment plan, individuals, partners, or agents are required to submit copies of the following documents:

- 1. Valid government-issued photo ID (driver's license, passport, New York State benefit card)
- 2. Current vehicle registration and insurance card
- 3. Current corporation or company bank signature card

SECTION V: ADDITIONAL INFORMATION FOR THE ENROLLEE

Parking/camera violation payment plans are available only for violations that have been filed as judgments in civil court. You must resolve any outstanding judgment summonses you wish to contest before including them in a payment plan. Otherwise, payment is considered an admission of guilt and your right to a hearing is waived. Only summonses in judgment for less than one year are eligible for a hearing.

Please note that pre-judgment summonses, which are not covered by a payment plan, may accrue penalties and enter judgment if they are not paid or contested in a timely manner. Once a summons enters judgment, interest will also accrue.

SECTION VI: ADDITIONAL TERMS AND CONDITIONS

- 1. Payments should be: (a) made by check or money order made payable to the NYC Department of Finance and mailed to NYC Department of Finance, Parking Violations, Church Street Station, PO Box 3615, New York, NY 10008-3615, (b) made online at www.nyc.gov/citypay, or (c) brought into any of the five DOF business centers. When Enrollee provides a check as payment to DOF, Enrollee authorizes DOF to either use information from Enrollee's check to make a one-time electronic transfer from Enrollee's account, or to process the payment as a check transaction.
- **2.** Application of Payment: DOF will apply any and all payments received pursuant to this Agreement for summonses referred to in the Confirmation or as attached to this Agreement at its sole discretion.
- **3.** Enforcement: In exchange for Enrollee signing and complying with all the terms of this Agreement, DOF agrees not to take any action to enforce the outstanding judgments as set forth in the Confirmation or as attached to this Agreement. It is also understood and agreed that DOF or any other City agency can: (a) file a claim in any voluntary or involuntary bankruptcy proceeding or other proceeding, and (b) take all legal enforcement action it deems appropriate regarding any other debt not covered by this Agreement.

- **4.** Default: Default means failure to make timely payment; submission of a check(s) that is (are) dishonored; and/or registration renewal denial or suspension. If Enrollee defaults, all of the unpaid debt subject to this Agreement shall become due and payable immediately and DOF may, without further notice, enforce its judgments in any and all manners provided by law, including, without limitation, seizing the vehicle, garnishing wages, and/or seizing accounts.
- **5.** Non-Waiver: DOF's failure to enforce any of its rights upon default does not waive its rights to do so upon any other such default. DOF's failure to enforce any judgment does not waive DOF's rights to do so in the future.
- **6.** Waiver of Statute of Limitations: Enrollee agrees that upon any default, the time within which DOF may enforce its judgments, as provided by law, will be extended by the amount of time that DOF did not take enforcement action under this Agreement.
- **7.** Waiver of Defenses: By signing this Agreement, Enrollee agrees to waive any defenses to, and not contest, any of the underlying summonses and/or judgments set forth in the Confirmation or as attached in this Agreement in any court or administrative tribunal.
- **8.** This Agreement is the complete agreement between Enrollee and DOF and contains all of the terms and conditions agreed upon by Enrollee and DOF with respect to its subject matter and may not be altered or modified without the express written consent of both Enrollee and DOF.
- **9.** No oral agreement entered into at any time, nor any other written agreement entered into prior to the execution of this Agreement, shall be deemed to exist, or to bind Enrollee and DOF hereto, or to vary the terms and conditions contained herein.