



# TAXICAB FLEET DRIVER’S BILL OF RIGHTS

### LEASE CAPS

You cannot be charged a lease rate that is more than the lease cap rates set by the TLC; lease caps are set per shift. The maximum lease caps set by TLC Rule §58-21(c)(1),(3) are listed below:

AM/PM SHIFT TYPE OF VEHICLE		MON	TUE	WED	THU	FRI	SAT	SUN
AM	STANDARD	\$105	\$105	\$105	\$105	\$105	\$105	\$105
	HYBRID	\$108	\$108	\$108	\$108	\$108	\$108	\$108
PM	STANDARD	\$115	\$115	\$120	\$129	\$129	\$129	\$115
	HYBRID	\$118	\$118	\$123	\$132	\$132	\$132	\$118

	WEEKLY LEASE CAP
STANDARD	\$666
HYBRID	\$687

### ADDITIONAL CHARGES

You can only be charged an additional fee, over the lease cap rate listed above, for the following shift-related expenses (TLC Rule §58-21(c)(5)):

- . **Credit Card Transaction Fee:** No more than 5% of the total *credit card fares* can be held back for processing fees. (TLC Rule §58-21(f))
- . **EZ-Pass®:** The discount toll rate for all usage during your shift(s).
- . **Late Charge (for returning vehicle late at end of daily shift):** Cannot exceed \$25.
- . **MTA Tax:** The tax must be collected from your credit card reimbursements first. If the amount of credit card reimbursements does not cover the full amount of the tax, then the balance due may be deducted from your security deposit.
- . **Summonses:** The amount you are charged cannot exceed the exact fine amount for any parking, red-light, or bus-lane violations you receive. You must also be given an opportunity to challenge the summons(es) before the money is deducted from your payment.
- . **Security Deposit:** The security deposit amount you are charged cannot exceed the total lease cap for the lease period. You have the right to be notified of the interest-bearing account where the deposit is placed, and you have the right to have the deposit, with interest, returned to you at the end of your time leasing from the agent. The deposit cannot be used to pay owner summonses. (see TLC Rule §58-21(e) for further details)
- . **Sales Tax:** All applicable state and local sales taxes for the lease of the vehicle.

### TIPPING

You cannot be charged any tip, surcharge, or other fee of any kind above the lease cap.

### CREDIT CARD REIMBURSEMENTS

Daily shift drivers have the right to receive payment in full of all credit card payments (less the maximum 5% for the credit card transaction fee or the amount needed to cover the MTA tax) in cash at the end of each shift; weekly drivers have the right to be similarly reimbursed at the end of each week.

### RECEIPTS

You have the right to a receipt for all transactions (TLC Rule §58-21(g)). The receipt must include:

- |   |                             |   |
|---|-----------------------------|---|
| . <b>Date &amp; Medallion Number</b>    | . <b>Amount Paid</b>        | . <b>Number of TLC Rule Authorizing</b> |
| . <b>Name of Recipient &amp; Driver</b> | . <b>Purpose of Payment</b> | . <b>Payment or Deduction</b>           |

### LEASES

You have the right to a copy of a *written* lease signed by the owner and all drivers. (TLC Rule §58-21(i)) All leases must include the following terms:

- . **Beginning and ending dates of the lease:** *Weekly* leases must run for seven (7) consecutive days; *shift* leases must run for twelve (12) consecutive hours.
- . **Costs covered by the lease:** The lease must state the *total lease cost* and all items contained in that cost including: vehicle and medallion lease amounts, security deposit amount, credit card processing fees, and any other costs covered by the lease.
- . **Reference authorizing rule sections:** For each itemized cost (listed above), a reference to the TLC rule authorizing the charge must be included.
- . **Overcharges:** A clearly legible notice regarding prohibition of overcharges must be included.
- . **Cancellation charges:** Must be reasonable charges and cannot be charged when driver is making timely lease payments. If the cancellation fee is changed, you are no longer obligated to make additional lease payments.
- . **Deposit information:** Required information from TLC Rule 58-21(e) about security deposits.

### SERVICE & MAINTENANCE

All service and maintenance of a leased taxicab (including the vehicle) is the sole responsibility of the owner/lessor. The cost of the service and maintenance of the vehicle cannot be charged to you. (TLC Rule §58-21(b)(1))

### WORKERS COMPENSATION

You have the right to file for Workers Compensation if you are injured while performing your duties as a taxicab driver.

**NO RETALIATION:** AN OWNER MAY NOT RETALIATE AGAINST ANY DRIVER WHO MAKES A GOOD FAITH COMPLAINT AGAINST AN OWNER FOR VIOLATING THESE RULES.

**TO REPORT A VIOLATION OF THESE RULES OR TO ASK A QUESTION PLEASE  
CONTACT THE TLC BY CALLING (212) 227-6324.**