

**CITY OF CAMBRIDGE
HYBRID VEHICLE TAXICAB LOTTERY
FUNDING AGREEMENT**

This Agreement (the “Agreement”) is made by and between the City of Cambridge (the “City”), a political subdivision and municipal corporation of the Commonwealth of Massachusetts with an office at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 and _____ (hereinafter, the “Applicant”), with an address of _____, to ensure that the vehicle provided as a part of the City’s Hybrid Vehicle Taxicab Lottery Program is used in accordance with the policies and requirements set forth in this Agreement.

1. General Requirements

By signing this Agreement, the Applicant hereby warrants and agrees that all of the information provided by it, its representatives, employees, servants, or agents, in this Agreement and in the Hybrid Vehicle Lottery Application attached hereto as **Exhibit A** is complete, true, and accurate to the best of their knowledge and belief. Applicant further warrants and agrees that:

- a) they are an owner of a Cambridge taxicab medallion in good standing with the License Commission at the time of entry in the lottery who currently drives or has a driver who drives a vehicle that is fueled by gasoline or diesel;
- b) the vehicle received hereunder (“Vehicle”) shall be used only for the purposes in Section 2 hereof (the “Purposes), i.e., as a Cambridge taxicab, and for no other purpose;
- c) if the Applicant is an owner of more than one medallion, they have only been allowed one entry in the lottery;
- d) upon receipt of the Vehicle hereunder, the previously used, gasoline or diesel-fueled vehicle shall be removed from the road and not used as a Cambridge taxicab;
- e) the applicant must use the Vehicle as a Cambridge taxicab for a period of at least five years or until the Vehicle reaches 100,000 miles, and if the Vehicle is not used as a Cambridge taxicab for a period of at least five years or until the Vehicle reaches 100,000 miles, then the medallion owner must return an amount to the City equivalent to the value of the Vehicle at the time the medallion ceases to use the Vehicle as a Cambridge taxicab;
- f) any medallion which received a hybrid, electric or handicap accessible Vehicle as a part of the City’s Hybrid Vehicle Lottery must remain a hybrid, electric, or handicap accessible medallion, and will not be permitted to convert from hybrid or electric to a conventional, gasoline or diesel-fueled vehicle medallion or from a handicap accessible medallion to a non-handicap

accessible medallion once the hybrid, electric, or handicap accessible Vehicle received in the lottery is retired;

- g) no transfer of the Vehicle shall be permitted before five years from the date of delivery of the Vehicle or 100,000 miles except in extraordinary circumstances and subject to City approval, and after that time, a transfer may only occur with the City's approval, and in all cases preference shall be given to transferring the Vehicle to another medallion holder who shall continue to operate the Vehicle as a hybrid or electric taxicab;
- h) in the event that the Applicant files for bankruptcy and/or is held to be insolvent by a court prior to the expiration of five years or prior to the Vehicle reaching 100,000 miles, whichever occurs sooner, and the Vehicle is repossessed and/or otherwise ownership or title is transferred to another entity as a result of such bankruptcy or insolvency, the Applicant shall owe to the City the Kelly Blue Book value of the Vehicle as of the date of such repossession or transfer in ownership or title.

The City reserves the right to withhold or repossess the Vehicle that is the subject of this Agreement and to seek recovery for the depreciated value of the Vehicle in the event that the Applicant is found to be in breach of this Agreement or if the City becomes aware that any information in the Applicant's attached Application is inaccurate, false, or misrepresented and may institute legal action against the Applicant to recover such depreciated value on the basis of inaccurate, false, or misrepresented information. The Applicant warrants and agrees that they have carefully read this Agreement, know the contents hereof, and sign the same as their own free act and deed.

2. Purposes and Permissible Use of Vehicle

The Vehicle provided pursuant to this Agreement is for the purpose of: reducing carbon emissions in the City; replacing inefficient, gasoline or diesel fueled vehicles with fuel efficient, hybrid or electric vehicles; and providing assistance to the struggling taxicab industry which has experienced severe hardship due to the proliferation of Transportation Network Vehicles in the City, and thereby, preserving and ensuring the availability of a mode of transportation to the residents of the City and the general public. The Vehicle subject to this Agreement shall be used only as a Cambridge taxicab and for no other purpose for a period of at least five years or until the Vehicle reaches 100,000 miles, whichever occurs first.

3. Payment of Funds

The Applicant shall enter into a purchase and sale agreement with a car dealership for a hybrid or electric vehicle in an amount not to exceed \$30,000, and the City will send a check in an amount not to exceed \$30,000 to the car dealer once there is evidence that the purchase and sale agreement between the Applicant and the car dealership has been approved. A copy of the Purchase and Sale Agreement between the Applicant and the car dealership shall be attached hereto as **Exhibit B**. For those medallion owners who elect to purchase a handicap accessible

vehicle, the City will include additional funding of up to \$5,000 for purchase of the handicap accessible vehicle. If the Applicant fails to comply with the provisions of this Agreement, including, but not limited to, the provisions outlined in Sections 1(e) & 1(f) above, the Applicant shall turn over the Vehicle to the City forthwith and sign over the title to the City for no monetary or other type of consideration in return.

4. Delivery of Vehicle

Based on review and approval of the Applicant's Application, the Vehicle that is the subject of this Agreement, which is a _____ (make/model/year) and has a Vehicle Identification Number ("VIN") of _____ shall be delivered to the Applicant at the dealership lot located at _____ (street number, street, city, zip) within forty-five days of full execution of this Agreement.

5. Compliance with Laws, Taxes Fees, and Insurance

The Applicant shall be responsible for complying with any and all applicable laws for Vehicle ownership and any and all applicable laws for operation of a taxicab vehicle, including, but not limited to, registering the Vehicle, obtaining annual inspection stickers, procuring automobile insurance with the necessary statutory limits, paying all sales taxes associated with purchasing the Vehicle, paying any and all Vehicle excise taxes or other taxes and fees associated with the Vehicle, possessing a valid driver's license, and complying with all Cambridge Board of License Commissioners Hackney Rules and Regulations. In addition to the statutory insurance requirements, the Applicant shall also purchase Guaranteed Asset Protection ("GAP") insurance to cover the Kelly Blue Book value of the Vehicle in the event that the Vehicle is a total loss (i.e., "totaled") due to collision or other cause of damage. In the event that the vehicle is a total loss due to collision or other cause of damage prior to five years from the date of this Agreement or reaching 100,000 miles, whichever is sooner, the Applicant shall be required to either: 1) submit the Kelley Blue Book value of the Vehicle at the time of total loss to the City; or 2) replace the Vehicle with a hybrid or electric or handicapped accessible hybrid or electric vehicle and shall use said replacement vehicle as a Cambridge taxicab for the remainder of the time that would have been necessary for the original Vehicle to reach five years or 100,000 miles. The Applicant shall annually submit proof of automobile insurance coverage, including GAP insurance coverage, to the Cambridge License Commission.

6. Covenant Not to Sue and Release

The Applicant hereby agrees that they will not, by themselves or in concert with others, or by virtue of judicial or quasi-judicial proceedings of any kind whatsoever, make or cause to be made, acquiesce in or assist in the bringing of any actions against the City, or any of its officers, employees, servants or agents for any damages arising out of the matters giving rise to this Agreement or arising out of Applicant's use of the Vehicle. Additionally, the Applicant hereby releases the City, its officers, employees, servants or agents from any and all claims the Applicant has or may have arising out of the matters giving rise to this Agreement, or arising out of Applicant's use of the vehicle.

7. Exhibits, Integration and Priority

The exhibits referenced in this Agreement are hereby incorporated herein by reference and made a part hereof. This Agreement and the exhibits attached hereto and incorporated herein by reference contain the entire agreement between the City and the Applicant, and the terms of this Agreement are contractual, not mere recital. In the event of a conflict between the terms of this Agreement and any exhibit hereto, the terms of this Agreement shall govern.

8. Governing Law

This Agreement and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and the ordinances of the City of Cambridge.

9. Severability

In the event that any portion of this Agreement is held to be invalid by a Court of competent jurisdiction, to the fullest extent permitted by law, this Agreement shall be read as if it did not contain such invalid portion, and any such invalid portion shall be severable from the remainder of the Agreement.

10. Execution, Counterparts and Electronic Signatures

By signing this Agreement, the person signing same on behalf of the Applicant warrants that they have the authority to sign same and to legally bind the Applicant, the Applicant's officers, employees, servants and agents to the terms and conditions herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement or any amendment thereto transmitted by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such amendment for all purposes.

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IN WITNESS HEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
AS OF THIS _____ DAY OF _____, 2020. (Please note: only the last party to
sign this Agreement shall complete the foregoing date section.)

Louis A. DePasquale,
City Manager

Applicant,
Printed Name: _____

Nicole Murati Ferrer,
Chair, Cambridge Board of License Commissioners

Approved as to form:

Nancy E. Glowa,
City Solicitor