Application



TEAR ON PERFORATION

INDIVIDUAL APPLICATION NOT FOR BUSINESS ACCOUNTS

E-ZPass New York Service Center P.O. Box 149001
Staten Island, NY 10314-9001
1-800-333-TOLL (8655)
(Fax) 718-390-9772
Apply online at www.e-zpassNY.com

This Application is for 2-axle, 4-tire individually owned/leased vehicles 7,000 lbs. max gross weight (vehicle + load) (includes RVs & pickup trucks with dual rear tires and motorcycles)

	1) APPLICANT' Last Name	S PERSONAL IN	FORMATIOI First Name	N (Individual na	me only)	MI	Yo	ou must select a 4 digit PIN for account access					
									· · · · · ·				
	Mailing Address (Provide hor	me address if selecting a Reside	ent Discount Plan)	(City			State/F	Province	Zip Cod	le/Postal Code		
	Day Phone	Evening Phone		Email Address							y - Select one Bi-monthly Mail	_	
OLD	2) VEHICLE INFO	ORMATION List a vel	hicle for each Taa r	eauested and all ve	ehicles that ma	v be used. Taas are tr	ansferat	ole amono	vehicles	of the so	ame type.	FOLD	
RE	Vehicle Type Codes	A: Auto/Sport Utility M: Motorcycle						res V: Van				HERE	
	LICENSE PLATE NUMBER	(PLEASE PRINT CLEARLY)	STATE/ PROVINCE VEH	HICLE TYPE CODE	YEAR MAKE				MODEL				
-												_	
												_	
-												-	
	3) TAG DEPOSI	T/PREPAID TOLLS	Enter number of	Tags requested (M	aximum of 4 o	allowed):					NUMBER OF TAGS		
		1 in Section 6, the Tag depo									BOX A		
		2 in Section 6, a \$10.00 de	posit is required for e	each Tag requested (e.g., 2 Tags x \$	10.00 per Tag = \$20.00) Enter \$	20.00 in I	Box A).		\$ BOX B	_	
	Box B: Minimum Amou	nt of Prepaid Tolls									\$25.00 BOX C		
	Box C: Additional Amo	unt of Prepaid Tolls (if you	would like to add	more money to yo	our initial prep	aid tolls)					\$		
	4) OPTIONAL D	ISCOUNT PLANS											
LD RE	Complete this section only if you are choosing an <i>E-ZPa</i> ss Discount Plan. Refer to the <i>E-ZPa</i> ss Discounts section located on the <i>E-ZPa</i> ss web										REQUIRED PREPAYMENT	FOLD	
	site at www.e-zpassNY.com for more information regarding the Discount Plans available before completing this section. The dollar amou included on the list of <i>E-ZPass</i> Discount Plans is the required prepaid amount for that plan. Enter the applicable Plan Code and required prepayment in the corresponding boxes.									\$		_	
											\$	_	
											BOX D	_	
					Total \$	Amount of Optiona	l Discou	unt Plans	Selecte	ed S	\$		
	5) INITIAL PAY	MENT Total of Box	A, B, C and D										
							INITI	AL PA	YME	NT :	\$		
	6) PAYMENT N	AFTHOD/REPLEN	IISHMENT O	PTIONS Solo	ct Ontion 1 or	Ontion 2							
	6) PAYMENT METHOD/REPLENISHMENT OPTIONS Select Option 1 or Option 2 OPTION 1: Credit card with automatic replenishment - The easiest way to pay.								OPTION 2:				
	When your prepaid	en your prepaid balance reaches a certain level, your <i>E-ZPass</i> account will automatically be replenished. No Tag deposit is required.						Check, Money Order or Cash Replenishment					
	Credit card #:							• A Ta	• .	t of \$10.0	00 per Tag		
	Expiration date:									You can replenish your account by mailing in a check or money order			
RE	Credit card type: Visa Mastercard American Express Discover									made payable to "E-ZPass" or by making a cash payment at one of the seven convenient walk-in centers listed on this application.			
	I authorize E-ZPass to immediately charge my credit card the total amount shown in the "Initial Payment" Box. Whenever my prepaid amount decreases to or below the replenishment point for my account, I authorize E-ZPass to charge my credit card my replenishment												
	Terms and Conditions ("A	E-ZPass may periodically a greement"). I understand and now writing. Should I fail to re	d agree that such cho	arges will continue u	ntil my <i>E-ZPass</i>	account is terminated or	1	your a	count an	nd mainta	r monitoring sining a		
	Plus charge, I authorize Estand that the replenishme	-ZPass to charge my credit cent amount may be adjusted	ard the appropriate I to reflect actual usc	amount incurred und ige. I authorize <i>E-Z</i>	der the terms of <i>Pass</i> in its discr	my Agreement. I unde retion, to receive update	r-	T'	e balance NOT MAI				
	Χ	lit card, including new acco	unt numbers and exp	orration dates, from t		itution issuing my card. / /	_						
	Cardholder signature requi	ired			Date								
	CUSTOMER AG My completion of this App	REEMENT lication, payment and signat	ture below constitute	my agreement to use	e E-ZPass subject	t to all applicable terms							
	and conditions. I understa account. I understand and	nd and agree that by using Lagree that I have read, unde	E-ZPass facilities, the erstand and accept the	resulting charges wil	l be deducted fr	om my prepaid <i>E-ZPass</i>							
	X	which are part of my agree	ement.			//							
	E-ZPass Applicant signature	e required			Date								

E-ZPass CUSTOMERS RECEIVE THE FOLLOWING DISCOUNTS:

- Off-peak discounts at all PA crossings and commuter, carpool and energy efficient vehicle discounts available
 Discount off Thruway tolls
 Reduced rates off cash tolls at MTA Bridges and Tunnels
 Savings off round-trip at Verrazano-Narrows Bridge
 Discount at the Marine Parkway-Gil Hodges Memorial and Cross Bay Veterans Memorial Bridges
 - Discount off Peace Bridge Tolls

OPTIONAL E-ZPass DISCOUNT PLANS

You may be eligible for greater savings with one of the Discount Plans offered to New York *E-ZPass* customers. Please visit the *E-ZPass* NY website at www.e-zpassNY.com for more information on the discount plans offered. If any of the plans listed benefits you, fill in the corresponding Plan Code provided and dollar amount (if applicable), in section 4 of the *E-ZPass* application attached.

These terms and conditions, together with your *E-ZPass* application ("Application"), constitute your *E-ZPass* Agreement ("Agreement"). *E-ZPass* is an electronic toll collection system that allows you to pre-pay charges incurred at *E-ZPass* facilities. New York *E-ZPass* is operated under the auspices of the Triborough Bridge and Tunnel Authority ("TBTA"), the New York State Thruway Authority ("NYSTA"), and the Port Authority of New York and New Jersey ("PANYNJ"). Your *E-ZPass* account ("Account") will be operable on all *E-ZPass* facilities, regardless of location. Your Account will be assigned to one of the abovementioned New York entities and your Agreement is with that particular entity. Identification of the New York entity to which your Account has been assigned and with which you have your Agreement appears on your *E-ZPass* tag(s) ("Tag"). Please read these terms and conditions and keep them for your records. When you open your Account and use your *E-ZPass* Tag, you agree as follows:

1) GENERAL

- a. Failure to comply with this Agreement may result in termination of your Account.
- **b.** You may not assign the obligations or benefits of this Agreement.
- **c.** Failure to pay charges to your Account may result in penalties as provided by law.
- d. You must approach and pass through E-ZPass toll lanes at the posted speed limit. Failure to obey the posted speed limit may result in suspension or revocation of your Account.
- e. You must comply with all applicable traffic laws, regulations, signs and signals, and the directions of toll collectors and law enforcement officers.

2) TAG USE

- a. Tag Deposit. Cash or check customers must pay a deposit of \$10 for each Tag. The deposit will be refunded when you close your Account and return the Tag in good condition as determined solely by *E-ZPass*. The Tag deposit is waived for customers authorizing Account replenishment via automatic charge to a credit card.
- **b.** You may use the Tag on the vehicle(s) specifically listed on your Application.
- c. In accordance with Section 5 herein, you must surrender a Tag immediately upon request.
- **d.** When you use the Tag at any *E-ZPass* facility, you authorize *E-ZPass* to debit your Account for charges incurred.
- e. If you use the Tag on E-ZPass facilities other than New York E-ZPass facilities, you are subject to the laws and regulations governing such use.
- f. You must maintain a sufficient balance in your Account, and may not permit Tag use unless a sufficient balance is maintained.

3) YOUR ACCOUNT

- a. You must maintain a prepaid amount in your Account to cover applicable charges to your Account. Applicable charges, if any, will be deducted from your Account each time the Tag is used.
- **b.** *E-ZPass* may deduct from your Account applicable administrative fees incurred pursuant to this Agreement.
- c. Your Account may be suspended based upon outstanding violations and/or for failure to pay administrative fees.
- d. No interest will be paid on balances in your Account or on refundable Tag deposits.
- e. You will receive a periodic statement unless there are no transactions and no financial activity in your Account during the applicable period covered by such statement.
- f. You will be charged a fee for any request to retrieve a statement previously provided.
- g. You may, no more than four times per year, suspend the following monthly use plans for a minimum of one week and extend the monthly period for calculating the minimum commuter trip charge by calling 1-800-333-TOLL (8655): Tappan Zee Bridge Commuter (TZC), Tappan Zee Bridge Carpool Commuter (TZPL), Grand Island Commuter (GIC), New Rochelle Commuter (NRC), Yonkers Commuter (YKC), Harriman Commuter (HAC), Bridge Authority Discount (NYSBA). The first Tag use at the applicable bridge after the minimum one-week period will reactivate the monthly use plan.
- h. *E-ZPass*, in its discretion, may receive updated information about your credit card, including new account numbers and expiration dates, from the financial institution issuing the card.

4) ACCOUNT PRE-PAYMENT

- **a.** You must pay a minimum prepaid amount sufficient to pay charges to your Account for a one-month period.
- b. Your Account must be replenished by your prepaid amount when your Account balance decreases to or below the replenishment point specific to your Account plan. You may choose to replenish your Account in one of the following ways:
 - 1. Authorizing E-ZPass to automatically charge your credit card for all charges to your Account.
 - 2. Checks (or Money Orders) made payable to *E-ZPass*. A returned check fee of \$25 will be charged for each check returned to *E-ZPass* unpaid by your bank.
 - Cash payments made at an E-ZPass Customer Service Center only in U.S. dollars, or in Canadian dollars at the exchange rate E-ZPass may determine.
 DO NOT SEND CASH BY MAIL.
- c. An Account analysis is performed on all new Accounts 35 days from the first Tag use and every 90 days thereafter. If your monthly use is consistently above or below your prepaid amount, E-ZPass will adjust your prepaid amount to approximate a one-month level of use.
- d. If you have chosen to replenish your Account with a credit card, you may be enrolled in the E-ZPass Plus program. This Program allows you to use your Tag at authorized E-ZPass Plus facilities. If your Tag is used to incur E-ZPass Plus charges, then E-ZPass may charge your credit card that amount. Such credit card charges may be different from your replenishment amount and charged to your credit card at any time. By participating in E-ZPass Plus, you consent to the release of your name and address to E-ZPass Plus facility operators for collection purposes. If you choose not to participate in E-ZPass Plus, you must notify the E-ZPass Customer Service Center.
- **e.** Depending on usage or other charges to your Account, there may be more than one replenishment transaction within one statement period.

5) VIOLATIONS

- a. If you use the Tag when your Account is in a negative balance, suspended or revoked, or after the Tag has been reported lost or stolen, you may: incur administrative fees of up to \$50 per occurrence; be charged the full, undiscounted charge; and/or be asked to surrender the Tag to E-ZPass via certified mail or to plaza personnel.
- b. If you use the Tag in a vehicle other than one of the class for which the Tag is designated, you may incur administrative fees of up to \$50 per occurrence and/or be asked to surrender the Tag to E-ZPass via certified mail or to plaza personnel. Such continued misuse may result in revocation of your Account.

6) DISPUTES

You hereby authorize *E-ZPass* to decide in the first instance every question or dispute arising from, under, in connection with or related to this Agreement, including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your Tag or Account. All disputes must be submitted in writing to the *E-ZPass* Customer Service Center within 180 days of notice that a toll, fee, or other charge has been made to your Account. You agree that the mailing or emailing to the address you state on your Application or to an address which you subsequently provide to the *E-ZPass* Customer Service Center constitutes notice to you of the tolls, fees and charges contained therein and of any determination by *E-ZPass* of your submitted dispute.

The imposition of claims against PANYNJ, NYSTA and TBTA arising from, under, in connection with or in any way related to this Agreement including, without limitation, the imposition of tolls, fees, or other charges incurred, applied or stated for the use or misuse of your Tag or Account, are governed as follows:

- PANYNJ the provisions of New York State Unconsolidated Laws, Sections 7101 through 7136 and New Jersey Statutes Annotated, Sections 32:1-157 through 32:1-176.
- NYSTA the provisions of Section 361-b of the New York State Public Authorities Law.
- TBTA no action shall lie or be maintained unless such action shall be commenced within one
 year of notice of E-ZPass' determination regarding your dispute submitted pursuant to this
 Agreement.

7) LOST/STOLEN OR NON-OPERATIONAL TAGS

You will not be liable for unauthorized Tag use that occurs after you notify E-ZPass, orally or in

Continued on back

If a Tag is non-operational for reasons other than abuse or improper use, and the Tag is returned

8) DISCLAIMER

You acknowledge that E-ZPass and all entities providing E-ZPass services have not made, and expressly disclaim any representation or warranty, express or implied relating to the Tag including, without limitation, any implied or express warranty of merchantability, fitness for a particular purpose or conformity to models or samples. You agree that E-ZPass and all entities providing E-ZPass services will have no obligation or liability whatsoever to you with respect to your use of or the performance of the Tag. You agree to indemnify and hold harmless E-ZPass and all entities providing E-ZPass services from and against all damage, loss, cost, expense or liability relating to, arising from, or as a result of, the use or performance of the Tag.

9) TERMINATION

You may terminate this Agreement at any time by requesting such termination in writing and returning the Tag(s) to E-ZPass. Tags should be returned to an E-ZPass Customer Service Center in person or by certified mail. Tags remain the property of the entities providing *E-ZPass* services. Upon termination and return of the Tag(s), once all outstanding charges have been deducted from your Account, any remaining balance and Tag deposit will be refunded to you. Such refund will be made in the form of a check or credit to your credit card, depending on the manner in which you have chosen to replenish your Account balance.

10) COLLECTION OF EXPENSES

You agree to pay all costs, including attorneys' fees, incurred by E-ZPass and all entities providing E-ZPass services to collect any monies due under the terms of this Agreement.

11) MODIFICATIONS

E-ZPass may change the terms of this Agreement at any time by advance written notice. Such modified terms shall take effect on the date specified therein. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

12) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

13) CHANGES

You agree to inform E-ZPass of any changes to the information provided by you in your Application, such as:

- Address.
- Vehicle information.
- Credit card account status (i.e., closed account, maximum credit use),
- Expiration date of credit card account.
- Payment method.

14) NON-DISCLOSURE

E-ZPass respects the privacy of all Account holders. Account information will not be disclosed to third parties without your consent except as permissible by law and the policies of E-ZPass and the entities providing E-ZPass services.

15) PAYMENTS, TAGS AND CORRESPONDENCE

Please send all correspondence, payments, Tag returns, or violation inquiries to:

E-ZPass CUSTOMER SERVICE CENTER

APPLICATIONS AND **RETURNED TAGS:** PO Box 149001 Staten Island, NY 10314-9001

ACCOUNT REPLENISHMENT

PAYMENTS: PO Box 15185 Albany, NY 12212-5185 VIOLATION PAYMENTS AND INQUIRIES: PO Box 15186 Albany, NY 12212-5186

CUSTOMER ACCOUNT CORRESPONDENCE: PO Box 15187 Albany, NY 12212-5187

16) SCHEDULE OF DEPOSITS/ADMINISTRATIVE FEES

Per Tag deposit (cash and check customers)		\$10.00
Per Tag deposit (credit card customers)		waived
Cost of Tag if defaced, damaged, lost or stolen	Interior	\$23.00
	Exterior	\$33.00
Returned check fee		\$25.00
Monthly statement by mail, annual fee		\$ 6.00
Duplicate copy of Statement		\$ 2.00
PANYNJ monthly Account service fee		\$ 1.00
Account revocation fee		\$25.00
Tag retention fee		\$25.00
Other Tag misuse/violation administrative fees	Up to	\$50.00

E-ZPass and the entities providing E-ZPass services reserve the right to assess additional fees.

PLEASE RETAIN FOR YOUR RECORDS.

Effective June 30, 2011



ALBANY

Four Executive Park Drive Albany, NY 12203

GRAND ISLAND

2293 Grand Island Boulevard Grand Island, NY 14072

NANIIFT

Rockland Plaza Route 59 and Middletown Road Nanuet, NY 10954

QUEENS

19-02 Whitestone Expressway College Point, NY 11357

STATEN ISLAND

1150 South Avenue Staten Island, NY 10314

SYRACUSE

Lakeshore Drive-In Plaza 911 Old Liverpool Road Liverpool, NY 13088

YONKERS

730 McLean Avenue Yonkers, NY 10704

1-800-333-TOLL (8655) TDD/TTY 1-800-772-7935

www.e-zpassNY.com