



City of Chicago

Business Affairs and Consumer Protection

Public Vehicle Operations Division · 2350 W. Ogden, First Floor · Chicago, IL 60608
312-746-4200 · BACPPV@CITYOFCHICAGO.ORG · CITYOFCHICAGO.ORG/BACP

Wheelchair Accessible Vehicle (WAV) Taxi Voucher & WAV Subsidy Program Terms and Conditions - Taxicab Medallion Licensee Must Complete and Submit with Funding Application -

WAV Taxi Purchaser Terms and Conditions

I hereby acknowledge and agree to be bound by the terms and conditions of the WAV Taxi Voucher Program (Program) and the Accessibility Fund and agree to meet and follow the requirements and responsibilities required for participation as Taxicab Medallion License Holder that is a WAV Taxi Purchaser (Purchaser) as set forth below. This agreement also applies to future subsidies for Taxicab Medallion License Holders, such as the WAV Maintenance Subsidy.

- _____ Initial here

1. I understand that the vehicle must meet minimum standards mandated by applicable Federal, State, and City laws. (Rule TX3.05 of the Taxicab Medallion License Holder Rules and Regulations).
- _____ Initial here

2. I certify that I meet the requirements to be an eligible WAV Taxi Purchaser recipient of Accessibility Funds.
- _____ Initial here

3. I agree to retain ownership of the vehicle for at least seven (7) years from the date of purchase and maintain the vehicle as a City of Chicago licensed WAV taxicab, unless given explicit prior written approval from the City of Chicago to replace the vehicle.
- _____ Initial here

4. **I agree to maintain vehicle and taxicab insurance as required by law.** If the vehicle is stolen, repossessed, destroyed or otherwise permanently inoperable, I agree to notify the BACP's Public Vehicle Division in writing within two weeks after the vehicle becomes inoperable. Along with the written notification, I agree to provide proof of such inoperability, including photographs of the vehicle with license plates or other identifying markings, as well as any applicable insurance or police documentation. I agree to notify the insurance provider of the wheelchair accessible modification/conversion made to the insurance taxicab vehicle. In event of damage or destruction to the wheelchair accessible ramp and components, I understand it is my responsibility to take ensure replacement of the damaged/destroyed parts to continue compliance of maintain a wheelchair accessible vehicle for 7 years from date of purchase.
- _____ Initial here

5. I understand that WAV Voucher funding eligibility is limited to one approved funding request per medallion per 7-year restriction.
- _____ Initial here

6. I agree to allow the City of Chicago or its designee to verify the vehicle registration with the applicable Secretary of State Department of Motor Vehicles.
- _____ Initial here

7. I agree to keep written records of the vehicle purchase for five (5) years after the purchase date and provide the City of Chicago or its designee with these records within ten days of their request. These records include but are not limited to the vehicle invoice, proof of purchase, applicable Secretary of State motor vehicle records, vehicle payment information and related bank records, and vehicle purchaser fleet information.
- _____ Initial here

8. I understand that eligible fleets sharing a common Taxpayer Identification Number (TIN) are considered a single Purchaser even if they are part of different subsidiaries, divisions, or other organizational structures of a company.
- _____ Initial here

9. I understand that I must be in compliance and remain in compliance with all applicable Federal, State and local laws.

Initial here

10. I acknowledge that neither the City of Chicago, nor any of its consultants, are responsible for assuring that the vehicle is proper for the Purchaser or complies with any particular laws, codes, or industry standards.

Initial here

11. I agree to be available a follow up meeting or vehicle inspection by the City of Chicago or its designee, if requested.

Initial here

12. I have the legal authority to apply for WAV Taxi voucher incentive funding for the purchasing entity described in this application and commit the purchasing entity to the obligations herein.

Initial here

13. I shall protect, indemnify and hold harmless the City of Chicago from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against the City of Chicago resulting from, arising out of or relating to Purchaser's participation in the Program including, without limitation, Purchaser's purchase of vehicles in association therewith.

I affirm that all the statements made on this form and on any attachments are true and correct. I understand that any misstatements, inaccuracies and/or omissions made on this reimbursement application or attachments (intentional or unintentional), will result in the denial of this request and/or other applicable penalties; including, but not limited to, revocation of the taxicab license listed on this form. Under penalties as provided by law, including, but not limited to, Chapter 1-21 of the MCC, I certify that the above statements are true and correct.

Medallion Licensee/Purchaser: _____

Name and Title Authorized Representative: _____

Signature of Authorized Representative: _____

BACP Approved Voucher Program Vendor: _____

Voucher Program Vendor Representative Signature: _____

Date: _____

PLEASE RETURN SIGNED DOCUMENTS TO BACP's Public Vehicle Division at BACPPV@cityofchicago.org.