

# **E-ZPASS<sup>®</sup> APPLICATION FOR DISABLED VETERAN NON-REVENUE PLAN**

**Purpose:** This form is used by disabled veterans to apply for toll free travel on the New York State Thruway System which expires upon the expiration date or revocation of the registration for the <u>New York State fee-exempt</u> vehicle listed on the Account. **INSTRUCTIONS:** 

• Complete Sections I through III.

• Submit completed Application to the address above. A photocopy of your New York State Department of Motor Vehicles (NYS DMV) fee-exempt vehicle registration must be submitted for all new or renewal Applications.

**NOTE:** If your vehicle registration does not indicate that the vehicle registration is fee-exempt because you paid for specialized license plates, you must also submit a letter from the NYS DMV verifying that your vehicle registration is fee-exempt and that you chose to pay for specialized license plates.

Section I	Disable	ed Veteran Information						
Туре	New Disabled Veteran Name (Last, First, MI)		Email Address			Daytime Phone No.		
🗌 Renewal	Change					(	)	-
Mailing Addres	SS	City	State	Zip Code		Evening	Phone	No.
					-	(	)	-

# Section II Vehicle Information

Enter the NYS DMV fee-exempt vehicle on the first line. If the fee-exempt vehicle needs to be changed, a copy of the NYS DMV fee-exempt vehicle registration must be submitted with this Application.

A disabled veteran is entitled to one E-ZPass Tag when verified by a photocopy of the NYS DMV fee-exempt vehicle registration. The Tag will provide non-revenue travel on the Thruway System. The Tag is transferable to the other listed qualifying vehicles (2 axle cars, vans, pickup trucks or motorcycles) in which the disabled veteran is a passenger. List all other qualifying vehicles for which the non-revenue Tag may also be used.

Vehicle	Add/Delete	License Plate No.	State	Make	Model	Color	Year	Vehicle Code*
NYS DMV Fee-Exempt			NY					
Other Vehicles								

\* Vehicle Code: 1 = Car 2 = Pickup Truck 3 = Van 4 = Motorcycle

# Section IIII Disabled Veteran E-ZPass License Agreement

My completion of this Application and signature below constitute my agreement to use E-ZPass subject to all applicable terms and conditions. I certify that I am qualified for and have received a fee-exempt registration from the NYS DMV as a disabled veteran under New York State Vehicle and Traffic Law Section 401 (6) (c) for the first Vehicle indicated above. I understand and agree that I have read, understand and accept the terms and conditions accompanying this Application and set forth in this form, all of which are part of my Agreement.

Disabled Veteran Signature

Date

# Section IV Authority Use Only

Туре	E-ZPass Account No	).	E-ZPass Tag No.		Date Received
New					
Renewal Change					
Date Approved		Date Account Upd	ated	Date Sent to	Service Center

# TA-W5175 (12/2018) Page 2 of 2 Disabled Veteran E-ZPass<sup>®</sup> Non-Revenue Agreement Terms and Conditions

These terms and conditions, together with your E-ZPass Application For Disabled Veteran Non-Revenue Plan (TA-W5175) ("Application"), constitute your Disabled Veteran Non-Revenue E-ZPass Agreement ("Agreement"). Please read these terms and conditions and keep them for your records. When you open your Disabled Veteran Non-Revenue E-ZPass Account ("Account") and use your E-ZPass Tag ("Tag"), you agree as follows:

# GENERAL

- 1. Failure to comply with this Agreement may result in termination of your Account.
- 2. You may not assign the obligations or benefits of this Agreement.
- 3. You must approach and pass through "E-ZPass Only" lanes at the posted speed limit. Failure to obey the posted speed limit may result in suspension or revocation of your Account.
- 4. You must stop in staffed lanes and proceed only when the traffic signal shows green or as you are otherwise instructed by plaza personnel.
- 5. You must comply with all applicable traffic laws, regulations, signs, signals and directions of toll collectors and law enforcement officers. **TAG USE**
- 1. Only one valid non-revenue Tag is allowed per disabled veteran. The Tag is issued only when the fee exempt vehicle registration status is verified by a photocopy of the fee exempt vehicle registration issued by the New York State Department of Motor Vehicles.
- 2. A Tag is valid only in vehicle(s) specifically listed on your Account established with the New York State Thruway Authority ("Authority"). At least one of the vehicles that is listed on the Account must be a vehicle eligible under the New York State Vehicle and Traffic Law for a disabled veteran vehicle registration fee exemption, specifically 2 axle cars, vans, pickup trucks or motorcycles.
- 3. The Disabled Veteran Non-Revenue E-ZPass Program allows free, unlimited travel for the disabled veteran anywhere on the Thruway system when the disabled veteran is traveling in a vehicle that is listed on the Account. The disabled veteran's Tag may not be used by any other member of the disabled veteran's family or by any other individual.
- 4. The Disabled Veteran Non-Revenue E-ZPass Program does NOT provide non-revenue travel on other tolling facilities offering E-ZPass. If you wish to use your Tag on other tolling facilities offering E-ZPass, you must complete and submit an E-ZPASS APPLICATION FOR DISABLED VETERAN REVENUE PLAN (TA-W5080) to: E-ZPass, P.O. Box 15187, Albany, NY 12212-5187.
- 5. This Agreement expires upon the expiration date or revocation of the registration for the fee exempt New York State vehicle listed on the Account, or the death of the disabled veteran.

# VIOLATIONS

- 1. If you use the Tag when your Account is suspended or revoked, or after the Tag has been reported lost or stolen, you may incur an administrative fee of up to \$50.00 and/or be asked to surrender the Tag to the Authority via certified mail or to plaza personnel.
- 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 \$50.00 and/or be asked to surrender the Tag to the Authority via certified mail or to plaza personnel. Such continued misuse may result in revocation of your Account.
- 3. If you attempt to use a Tag without properly attaching it to your vehicle, you may incur an administrative fee of up to \$50.00.

# LOST/STOLEN, DAMAGED/DEFACED OR NON-OPERATIONAL TAGS

You will not be liable for unauthorized Tag use that occurs after you notify the Authority, orally or in writing, of loss, theft or possible unauthorized use. However, if a Tag is reported lost or stolen, or is defaced or damaged, you will be charged \$16.00 for interior Tags and \$22.00 for exterior Tags. If the Tag is non-operational for reasons other than abuse or improper use, and the Tag is returned to the Authority, the Authority will replace it at no charge.

#### DISCLAIMER

You acknowledge that the Authority has not made, and expressly disclaims 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 the Authority 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 the Authority 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.

#### TERMINATION

You may terminate this Agreement at any time by returning the Tag to the Authority. Tags should be returned to the Authority either in person or by certified mail. Tags remain the property of the Authority.

# COLLECTION OF EXPENSES

You agree to pay all costs, including attorneys' fees, incurred by the Authority to collect any monies due under the terms of this Agreement.

# MODIFICATIONS

The Authority 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.

# **GOVERNING LAW**

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

# CHANGES

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

Address
• Telephone Number(s)
• Vehicle Description\*
• Vehicle License Plate Number\*

\*If your fee exempt vehicle registration changes, you need to provide the Authority with a photocopy of the new fee exempt vehicle registration.

# NON-DISCLOSURE

The Authority 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 the Authority.

# INQUIRIES AND CORRESPONDENCE

Please direct all of your inquiries and correspondence to the Authority as follows:

# SCHEDULE OF ADMINISTRATIVE FEES

Cost of Tag if lost, stolen, damaged or defaced: Interior: \$16.00 Exterior: \$22.00 Tag misuse/violation administrative fees: Up to \$50.00 The Authority reserves the right to assess additional fees.

New York State Thruway Authority Office of E-ZPass Operations P.O. Box 189 Albany, NY 12201-0189 (518) 471-5848