

Reverse **Terms and Conditions of the Disabled Veteran Non-Revenue E-ZPass Program**

These terms and conditions, together with your Disabled Veteran Non-Revenue E-ZPass Application ("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 to another account customer or any other business or individual.
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 Tag or Account.
4. You must stop in staffed lanes and proceed only when the traffic signal shows green.
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 and it is issued only when verified by a copy of the fee exempt New York State vehicle registration obtained from the New York State Department of Motor Vehicles.
2. A Tag is valid only in vehicle(s) specifically listed on your Application that is on file with the New York State Thruway Authority ("Authority"). At least one of the vehicles that is listed on the Application 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, 4 tire cars, vans, pickup trucks, and 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 Application. 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 a revenue E-ZPass application to E-ZPass Customer Service Center, 17 Pearlman Drive, Spring Valley, NY 10977.
5. You must contact the Authority each year to request renewal of your Disabled Veteran Non-Revenue Program participation.

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.
2. 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 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, for the replacement of a lost, stolen, defaced or damaged Tag, you will be charged \$23.00 for interior Tags and \$29.40 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. You agree to new terms when you use the Tag subsequent to the effective date of the new term. 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. You agree to inform the Authority of any changes to the information provided by you in your Application, such as:

- Address
- Vehicle Description*
- Telephone Number
- Vehicle License Plate Number*

*If your fee exempt vehicle registration changes, you need to provide the Authority with a copy of the new fee exempt 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 send all of your inquiries and correspondence to the Authority as follows: Office of E-ZPass Operations
New York State Thruway Authority
P.O. Box 189
Albany, NY 12201-0189

SCHEDULE OF ADMINISTRATIVE FEES

Cost of Tag if defaced, damaged, lost or stolen:	Interior: \$23.00	Exterior: \$29.40
Tag misuse/violation administrative fees:	Up to \$50.00	

The Authority reserves the right to assess additional fees.