Vehicle Lease Guidance

City of Seattle – Consumer Protection Division King County – Records and Licensing Services Division



DISCLAIMER: This document summarizes the taxicab and for-hire vehicle lease requirements established by <u>Seattle</u> <u>Municipal Code (SMC) Chapter 6.311.320</u>, <u>King County Code (KCC) Chapter 6.65.320</u>, <u>Seattle Rule FOR-HIRE-</u> <u>TRANSPORTATION-16-2024</u>, and <u>King County Rule FHT-15-2024-PR</u>. Nothing in this guidance document shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of taxicab or for-hire vehicle lessors or lessees, nor is the Seattle Department of Finance and Administrative Services (FAS) or the King County Department of Executive Services (DES) liable for any misstatement or misinterpretation of the applicable laws and regulations. This guidance should not be used as a substitute for codes and rules. The reader is responsible for compliance with all code and rule requirements.

A taxicab or for-hire vehicle owner may lease a taxicab or for-hire vehicle to an individual for-hire driver, per <u>Seattle</u> <u>Municipal Code (SMC) Chapter 6.311.320</u>, <u>King County Code (KCC) Chapter 6.65.320</u>, <u>Seattle Rule FOR-HIRE-</u> <u>TRANSPORTATION-16-2024</u>, and <u>King County Rule FHT-15-2024-PR</u>.

How to Lease a Taxicab or For-Hire Vehicle:

- The lessor (i.e., the person who has leased a taxicab or for-hire vehicle to a lessee) must submit the following documents to the Seattle Department of Finance and Administrative Services (FAS), either via email to taxicab@seattle.gov or by mail to Consumer Protection Division, PO Box 94380, Seattle, WA 98124-6680:
 - The original lease agreement, signed and <u>notarized</u>, must be submitted prior to the lease effective date; and
 - The attached "Taxicab Lease Summary Sheet" must be signed by both parties and submitted within five
 (5) days of the lease effective date.
- The lessor and lessee shall each retain a copy of the signed "Taxicab Lease Summary Sheet."

Additional Guidance for Leasing a Taxicab or For-Hire Vehicle:

- A leased taxicab or for-hire vehicle may not be subleased to another party.
- The lessor must own or lease the medallion associated with the vehicle to be leased.
- The lessee must:
 - Hold a valid regional for-hire driver's license; AND
 - Hold an active dispatch account with the transitional regional dispatch agency (TRDA) or regional dispatch agency (RDA) with which the leased vehicle is affiliated.

Taxicab or For-Hire Vehicle Lease Agreement Requirements:

- The lease agreement must be in writing, be signed by the lessor and lessee, and be notarized.
- The lease agreement must include the full names of the lessor and lessee.
- The lease agreement must include the lessee's regional for-hire driver's license number and license expiration date.
- The lease agreement must specify the leased vehicle's affiliated TRDA or RDA, medallion number, model year, make and model, and fuel type (e.g., gasoline, hybrid, electricity, etc.).
- The lease agreement must clearly state the lease period start date/time and end date/time. The lease period shall not exceed one (1) year.
 - Exception: For a lessee who drives multiple taxicabs or for-hire vehicles on an irregular basis for the same lessor or for a single TRDA or RDA, the lease period for any written lease agreement shall not exceed two (2) years. The Director may require the lessor to submit evidence to support an irregular schedule and may determine the schedule is not appropriate.

- The shift and shift start/end times shall both be specified (e.g., a day shift between 4:00 a.m. and 4:00 p.m.). Single shift leases shall indicate "single shift" instead of "day" or "night" shift.
 - Exception: For a lessee who drives multiple taxicabs or for-hire vehicles on an irregular basis for the same lessor or a single TRDA or RDA, the lease shall omit the shift and shift start/end times and shall instead indicate "various." The Director may require the lessor to submit evidence to support an irregular schedule and may determine the schedule is not appropriate.
- Lease rates must be specified for standard lease payment periods (i.e., per shift, weekly, or monthly).
 - Exception: For a lessee who drives multiple taxicabs or for-hire vehicles on an irregular basis for the same lessor or a single TRDA or RDA, the lease payment period shall be per shift.
- Costs already factored into the lease amount, including but not limited to vehicle purchase, insurance premiums, vehicle repairs or maintenance, and dispatch fees, <u>shall not be charged</u> to the lessee as an additional amount.
- The lessor shall not add to the lease amount or otherwise charge the lessee for any amounts that the lessor is responsible for with respect to Workers' Compensation industrial insurance premiums to the Washington State Department of Labor and Industries and retail sales tax on taxicab lease amounts due to the Washington State Department of Revenue.
- As authorized by <u>Seattle Rule FOR-HIRE-TRANSPORTATION-16-2024</u> / <u>King County Rule FHT-15-2024-PR</u>, the Wheelchair Accessible Services (WAS) surcharge may be assessed against the lessee. Specifically:
 - The lessor may collect \$0.10 per trip from all lessees based on actual trip records kept pursuant to <u>SMC</u> <u>6.311.360.D</u> and <u>KCC 6.65.360.D</u>; OR
 - The lessor may demand a surcharge, not to exceed \$0.10 per trip, \$0.20 per shift, \$3.00 per week, or \$12.80 per month.
 - Inability to collect from a lessee does not release the lessor's obligation to pay the WAS surcharge.
- The lease amount shall be reduced proportionately for any amount of time that the taxicab or for-hire vehicle is unavailable for use by the lessee.
- Currently, there is no maximum (i.e., cap) amount that may be charged to lease a taxicab or for-hire vehicle, though the Director may impose lease caps in the future.
- Original written receipts must be provided to the lessee by the lessor for all lease payments regardless of payment method. At a minimum, the receipt must include the date, lessor name, lessee name, the leased vehicle's affiliated TRDA or RDA, medallion number, lease payment period, and amount paid. Written receipts must also include the lessor's signature.
- The lease may not require the lessee to operate the taxicab or for-hire vehicle more than the maximum hours per day specified in <u>SMC 6.311.170.G</u> and <u>KCC 6.65.170.G</u>.
- The conditions under which the lease may be terminated must be clearly specified. A lessor may only terminate a vehicle lease for the reasons specified in the written lease agreement. The vehicle lease may be terminated for other reasons only by mutual consent of the lessor and lessee and such terminations must be in writing, signed by both parties, <u>and notarized</u>.
- For a driver who operates a single taxicab on an irregular basis for a single owner or a single RDA, a "Taxicab Lease Summary Sheet" is not required to be filed with FAS. However, the driver and owner must have a signed <u>Temporary Use Agreement</u>, which shall be kept in the vehicle while operating and provided to FAS upon request. Such an arrangement shall meet the following requirements:
 - The driver shall have a valid regional for-hire driver's license;
 - The driver shall operate the vehicle no more than a total of thirty (30) days per calendar year;
 - o The driver shall not be excluded from the insurance policy for the vehicle; and
 - The vehicle shall be equipped with and operate a smart taximeter.
- On April 1, 2026, all for-hire vehicle medallions shall become taxicab medallions. The medallion system for forhire vehicles shall no longer be in effect after March 31, 2026.

Vehicle Lease Summary Sheet

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Lease Type (select one):

- C Lease agreement provides for the lessee to drive multiple taxicabs or for-hire vehicles on an irregular basis for the same lessor; OR
- O Lease agreement provides for the lessee to operate a single taxicab or for-hire vehicle on a regular basis.

Vehicle Information:

If the lease agreement provides for the lessee to drive multiple taxicabs or for-hire vehicles on an irregular basis, please provide the following information for every vehicle that may be driven by the lessee on another sheet of paper and attach it to this form.

Medallion Number	Vehicle Make	Vehicle Model	Model Year	Fuel Type (e.g., gas, h	ybrid, electric, etc.)	
VIN		WA State License Plate At	Affiliated Transitional Regional Dispatch Agency or Regional Dispatch Agency			
Lease Informa	tion:					
Lease start date:		Lease end date: _				
Shift (Select one):						
0	nifts (check if le basis for the sai	ase agreement provides for le me lessor)	ssee to drive mu	tiple taxicabs or for	-hire vehicles on an	
◯ Single Shif	ft (check if the	vehicle is leased to one driver	full-time, for the	e duration of the lea	se)	
🔵 Day Shift	Start time: _	e: — End time:				
🔿 Night Shif	t Start time: _	— End time:				
🔿 Other (ple	ease specify):					
Lease amount: \$		Payment period (select one)	Per shift	O Per week) Per month	
WAS Surcharge asses	ssed against les	ssee (select one):				
⊖\$0.00, no	charge to lesse	ee				
() \$0.10/triµ	D					
○\$0.20/shi	ft					
○\$3.00/we	ek					
○\$12.80/m	onth					

NOTE: To see reasons for terminating the lease, please refer to the lease agreement on file.

Documents Checklist:

Please confirm the following:

O The full vehicle lease agreement has been signed by both parties and **notarized**; AND

Select One:

- O A copy of the signed and notarized vehicle lease agreement has already been submitted to the Director; OR
- O A copy of the signed and notarized vehicle lease agreement is attached to this Vehicle Lease Summary Sheet.

Lessor Information:

Name	Email address	Phon	2					
Business street address		City State	Zip					
If the lessor is a regional dispatch agency (RDA) or transitional regional dispatch agency (TRDA):								
Legal Business Name		Seattle Customer Number						
Lessee Information	on:							
Name		Regional For-Hire Driver's License Number	Expiration Date					
Lessor Signature	<u>.</u>							
O By checking this box and signing this document, I certify that the information on this "Vehicle Lease Summary Sheet" accurately reflects the terms and conditions of the full lease agreement, and that the lease fully complies with <u>Seattle</u> <u>Rule FOR-HIRE-TRANSPORTATION-16-2024</u> / <u>King County Rule FHT-15-2024-PR</u> .								

Signature

Date

Lessee Signature:

Name (please print)

Signature

Date