

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

.....  
DENNIS M. BROWN, County Attorney  
for the COUNTY OF SUFFOLK,

Plaintiff/Claiming Authority,

**AFFIDAVIT OF  
DEFAULT**

-against-

a \_\_\_\_\_, VIN No. \_\_\_\_\_,  
\_\_\_\_\_, and  
\_\_\_\_\_

.....  
Defendant(s),  
.....

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.:

\_\_\_\_\_, being duly sworn, deposes and says:

1. I am a \_\_\_\_\_ (title) for the defendant,  
\_\_\_\_\_, duly authorized to do business in the State of New York.  
\_\_\_\_\_ maintains a place of business at  
\_\_\_\_\_. I am familiar with the facts and  
circumstances set forth based upon my review of the books and records maintained by  
\_\_\_\_\_ that relate to this proceeding.

2. I submit this affidavit in support of \_\_\_\_\_'S  
application for possession of a \_\_\_\_\_, Vehicle Identification Number  
\_\_\_\_\_ (the "Vehicle").

3. On \_\_\_\_\_, \_\_\_\_\_ (the "Lessee(s)")  
executed a Motor Vehicle Lease Agreement (the "Lease") to lease the vehicle. A copy of the  
Lease is attached hereto.

4. The Lease was assigned to \_\_\_\_\_ for value and before maturity. The Lease provides that \_\_\_\_\_ is the owner of the Vehicle, as is reflected in the records of the New York State Department of Motor Vehicles.

5. The Lessee(s) failed to make his/her/their monthly lease payment due for \_\_\_\_\_ and each month thereafter, which failure is a default under the Lease. In addition, the Vehicle's seizure by the County of Suffolk on \_\_\_\_\_, in connection with the arrest of \_\_\_\_\_ was a default under the Lease.

6. By reason of said defaults, and pursuant to the New York State Uniform Commercial Code § 9-609 (formerly § 9-503) and New York State Vehicle and Traffic Law § 425, \_\_\_\_\_ is asserting its superior right of possession to the Vehicle as against the subordinate possessory interest of the Lessee(s). Accordingly, \_\_\_\_\_ is entitled to recover possession of its Vehicle as against the Lessee(s).

7. \_\_\_\_\_ respectfully requests that it be permitted to effect an immediate repossession of the Vehicle.

8. \_\_\_\_\_ agrees that Lessee(s), nor any of his/her/their relatives or persons residing with him/her/them, are entitled to, nor will they be allowed to, reinstate the Lease, negotiate a new installment contract or lease for this Vehicle with \_\_\_\_\_ or regain possession of this Vehicle from \_\_\_\_\_ unless a Court having proper jurisdiction otherwise orders.

9. \_\_\_\_\_ agrees to indemnify and hold harmless the County of Suffolk from any and all claims which may have been made or may be made in the

future by the Lessee(s), any claim that the County of Suffolk acted improperly in permitting \_\_\_\_\_ to recover the Vehicle from the County of Suffolk.

10. All right, title and possessory interest in the Vehicle, presently held by the Suffolk County Attorney's Office under the authority of Suffolk County Code Article II of Chapter 420; Article III of Chapter 818; Article IV of Chapter 818 and/or Article VI of Chapter 818 and Article 13-A of the N.Y.C.P.L.R. will be granted to \_\_\_\_\_ upon payment of all applicable towing and storage fees due to the impound facility of the seizing agency for each day from the date of seizure until the date of release.

11. \_\_\_\_\_ will notify the County of Suffolk within thirty days of the sale of the subject vehicle of any and all surplus proceeds from the sale of the Vehicle remaining after satisfaction of \_\_\_\_\_'S outstanding balance

12. Nothing contained herein shall effect or impair the rights, duties and obligations under the Lease as and between \_\_\_\_\_ and the Lessee(s).

Dated: County, \_\_\_\_\_  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_: ss:

On this day \_\_\_ of \_\_\_\_\_, 20\_\_, before me, the undersigned, \_\_\_\_\_, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

**RELEASE**

**TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,**

**KNOW THAT,** \_\_\_\_\_, duly authorized to do business in the  
State of New York, with offices located at  
\_\_\_\_\_;

In consideration of the receipt of a \_\_\_\_\_, Vehicle Identification Number  
\_\_\_\_\_ (the "Vehicle"), from the COUNTY OF SUFFOLK, as RELEASEE;

\_\_\_\_\_, as RELEASOR, hereby releases and discharges the  
RELEASEE, RELEASEE'S agents, servants, employees, heirs, executors, administrators,  
successors and assigns from all actions, causes of action, suits, debts, dues, sums of money,  
accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements,  
promises, variances, trespasses, damages, judgments, extends, executions, claims, and demands  
whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, the  
RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or  
hereafter can, shall or may, have for, upon, or reason of any matter, cause or thing whatsoever  
from the beginning of the world to the day of the date of this RELEASE, with regard to the  
release of the Vehicle to \_\_\_\_\_ and the condition of the Vehicle as of  
the date and time of the Vehicle's seizure, and further agrees: RELEASOR further  
represents that it will indemnify and hold harmless the RELEASEE from any and all actions,  
causes of action, suits, sums of money, accounts, controversies, agreements, promises, damages,  
judgments, extents, executions, claims, and demands whatsoever, in law or equity, which the  
owner of the vehicle may bring against the RELEASEE, its successors and assigns, limited and  
restricted solely to an indemnity for all claims which were raised, or can be raised in the future,

concerning a claim that the RELEASEE should not have turned possession of the vehicle and the property contained therein over to the RELEASOR, and any and all claims against any personnel and/or official of the RELEASEE acting within the scope of their employment they should not have turned possession of the vehicle and the property contained therein over to the RELEASOR.

The disposition of this action and this RELEASE are not evidence of nor an admission of any wrongdoing whatsoever by the RELEASEE or RELEASOR. This RELEASE may not be changed orally.

In Witness Whereof, the RELEASOR caused this RELEASE to be executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ : ss:

On this day \_\_\_ of \_\_\_\_\_, 20\_\_, before me, the undersigned, \_\_\_\_\_, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC