

STANDUP ELECTRIC SCOOTER SHARE PERMIT

THIS PERMIT is issued this _____ day of _____, 2018, by the City of Greensboro, North Carolina, (hereinafter "City"), to _____ (hereinafter "Operator").

Pursuant to the Greensboro City Code, and subject to the terms and conditions set forth herein, this Standup Electric Scooter Share Permit allows the Operator to operate within Right-of-Way controlled by the City of Greensboro.

1. Term – This permit shall expire on August 1, 2019 (the "Expiration date") unless terminated earlier pursuant to Section 15 below.
2. Use of City Property – City authorizes Operator to use the public way solely for the purposes set forth in Section 4 of this permit. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City Property.
3. Permitted Use – Operator and their customers may use the public way for operation and parking of standup electric scooters owned and maintained by the Operator for use in the standup electric scooter share program. Operator shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.
 - a) Use of the public way, and Operator's operations within the City, shall, at a minimum:
 - a) not adversely affect City Property or the City's streets, or sidewalks;
 - b) not adversely affect the property of any third parties
4. Condition of City Property
 - a) City makes the public way available to Operator in an "as is" condition. City makes no representations or warranties concerning the condition of the public way or its suitability for use by Operator or its customers, and assumes no duty to warn either Operator or its customers concerning conditions that exist now or may arise in the future.
 - b) City assumes no liability for loss or damage to Operator's scooters or other property. Operator agrees that City is not responsible for providing security at any location where Operator's scooters are stored or located, and Operator hereby waives any claim against City in the event Operator's scooters or other property are lost or damaged.
5. Maintenance and Care of City Property – Operator shall be solely responsible for (i) maintaining City Property to the City standards for use by the Operator as permitted under Section 3; and (ii) obtaining from the City any applicable permits or approvals required by the City. Operator shall exercise due care in the use of City Property and shall be responsible for maintaining City Property in good condition and repair. Operator shall not act, or fail to act, in any way that results in excessive wear or damage to City Property. Operator expressly agrees to repair, replace or otherwise restore such real or personal property, Operator expressly agrees to pay City's costs in making such repairs, replacements or restorations.

6. Adherence to Permit Requirements – The Operator shall abide by all terms of this agreement and those outlined in the City’s Standup Electric Scooter Share Permit Requirements. Failure to do so may result in the permit being revoked as indicated in Sec 16-222 of Greensboro’s City Code.
7. Operations and Maintenance – Operator will cover all maintenance costs for the standup electric scooter fleet and maintenance to minimum level of service as outlined in the Standup Electric Scooter Share Permit Requirements.
8. Filing of Information - Operator shall file with the City, and keep current, the following information:
 - a) The name, address, telephone number, and e-mail address of a local representative(s). A local representative shall be available during normal business hours.
 - b) Information regarding how to contact the Operator in an emergency.
 - c) Name, address, telephone number, fax number, and e-mail address of all contractors authorized to work on Operator’s behalf. The Operator shall be liable to the City for any and all work performed on the Operator’s behalf in connection with this permit.
 - d) Operator shall file changes or additions to the above required information within fifteen (15) business days following the date on which Operator has knowledge of any changes or additions. Notwithstanding the foregoing, emergency contact information and information regarding authorized contractors shall be kept current at all times.
 - e) Operators shall prepare and maintain maps of Standup Electric Scooter Share Deployment / Parking Areas located within the City limits. Upon request, Operator shall allow the City to review such maps.
9. Removal and Relocation - If at any time the City shall require the removal of or changes in the location of any of standup electric scooters, Operator shall promptly remove or alter such facilities, in order to conform to the City’s requirement, without any cost to the City.
10. Permit Subject to Additional or Altered Conditions - The City may determine additional or altered permit conditions during the Pilot Program. Further, the City reserves the right to terminate permits at any time and require that the entire fleet of standup electric scooters be removed from Greensboro right-of-way within 30 days, unless a different time period is determined by GDOT.
11. Indemnification - The Operator shall defend, pay, indemnify and hold harmless City, its officers, officials, employees, agents, invitees, and volunteers (collectively “City Parties”) from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys’ fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of or from or on account of:
 - a) Any occurrence upon, at or from City Property or occasioned wholly or in part by the entry, use or presence upon City Property by Operator or by anyone making use of

City Property at the invitation or sufferance of Operator, except such loss or damage which was caused by the sole negligence or willful misconduct of City.

- b) Use of Operators' standup electric scooters by any individual, regardless of whether such use was with or without the permission of Operator, including claims by users of the standup electric scooters or third parties.

12. Insurance - The Operator shall procure and maintain for the duration of this agreement insurance against claims for which Operator has indemnified the City pursuant to Section 4 of this Agreement. Operator shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage, and in the sum of One Million and no/100 Dollars (\$1,000,000) for injury to or death of more than one person for each occurrence. Each insurance policy shall name the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, the Operator's insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of the Operator's insurance and shall not contribute with it. The insurance required to be provided herein, shall be procured by and insurance company approved by City, which approval shall not be unreasonably withheld.
13. Compliance with Law – Operator at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Property and the operation of its standup electric scooter share program including but not limited to laws governing operation of standup electric scooters. If any license, permit, or other governmental authorization is required for Operator's lawful use or occupancy of City Property or any portion thereof, Operator shall procure and maintain such license, permit and/or governmental authorization throughout the term of this agreement. City shall reasonably cooperate with Operator, at no additional cost to City, such that Operator can properly comply with this Section and be allowed to use City Property as specified in Section 3 above.
14. No Joint Venture – Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.
15. Termination – This agreement may be terminated prior to the expiration date set forth in Section 1, above, upon the occurrence of any of the following conditions:
 - a) Upon delivery of written noted from City to the Operator terminating this agreement for any reason, or for no reason, by giving at least sixty (60) days' notice to the Operator of such termination.
 - b) An attempt to transfer or assign this agreement.

Operator shall not terminate this agreement without first giving at least 180 days' written notice of plans for termination.

16. Amendment – This agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.
17. Non-Assignability - This Permit may not be transferred or assigned.
18. Applicable Law and Venue – The laws of the State of North Carolina shall govern the interpretation and enforcement of this agreement.
19. Counterparts – This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
20. E-Verify – Operator certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. Operator also certifies that it will require that all of its sub-contractor that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.
21. Agreement with and Acceptance of Terms - By accepting this Permit and exercising the right granted herein, the Operator agrees to and is hereby bound by the terms of the Permit.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the day and year first above written.

WITNESS:

CITY OF GREENSBORO
GUILFORD COUNTY, NORTH CAROLINA

City Clerk

City Manager

City Director of Transportation

APPROVAL AS TO FORM

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE
MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET & FISCAL CONTROL ACT

City Attorney

City Accounting Manager

Approved By:

Attest To: _____