

Service Agreement MOU

Bike Sharing Services

This Memorandum of Understanding (MOU) is made this 18th day of July 2017, by and between the City of Greensboro ("City") and Neutron Holdings, Inc. DBA Limebike ("LimeBike").

RECITALS

1. A goal of City is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility.
2. Bike share services are a component to help the City achieve its transportation goals and the City desires to make bike share services available to residents and those who work in the City.
3. LimeBike proposes to operate a bike share program within the City.
4. LimeBike will abide by all city ordinances and rules governing the use of public space to efficiently and effectively provide bike share services.
5. LimeBike possesses GPS, 3G, and self-locking technology in its bike fleet such that bikes may be locked and opened by users with an app and tracked to provide for operations and maintenance.

Agreement

1. Exclusive Operator. City designates LimeBike as the exclusive provider of bike share services within its city limits for a two year term with the ability to extend up to two additional years. This designation is personal to LimeBike and may not be assigned or transferred to any party.
2. Use of City Property. City authorizes LimeBike to use the public way solely for the purposes set forth in Section 5 of this Agreement. 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. LimeBike customers may use the public way solely for parking of bicycles owned and maintained by LimeBike for use in the bike share program. LimeBike 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 LimeBike'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; c) not inhibit pedestrian or vehicular movement, as applicable, within the public way or along other property or rights-of-way owned or controlled by the City; d) not create conditions which are a threat to public safety and security.
 - b. Upon termination of this MOU by either party, LimeBike shall, at its sole cost and expense, immediately restore the public way to a condition which is visually and structurally indistinguishable from the immediately surrounding area.

4. Bike parking. The City, at its own discretion, will support the bike sharing program with the installation of bike racks and/or painted bike parking spots, and recommended bike parking spots without racks or painting, in the City to assist with the orderly parking of bikes throughout the City.
5. Condition of City Property
 - a. City makes the public way available to LimeBike in an "as is" condition. City makes no representations or warranties concerning the condition of the public way or its suitability for use by LimeBike or its customers, and assumes no duty to warn either LimeBike or its customers concerning conditions that exist now or may arise in the future.
 - b. City assumes no liability for loss or damage to LimeBike's bikes or other property. LimeBike agrees that City is not responsible for providing security at any location where LimeBike's bikes are stored or located, and LimeBike hereby waives any claim against City in the event LimeBike's bikes or other property are lost or damaged.
6. Maintenance and Care of portion of City Property: LimeBike shall be solely responsible for: (i) maintaining City Property to the City standards applicable for use by the LimeBike as permitted under Section 3; and (ii) obtaining from the City any applicable permits or approvals required by the City. LimeBike shall exercise due care in the use of City Property and shall be responsible for maintaining City Property in good condition and repair. LimeBike shall not act, or fail to act, in any way that result in excessive wear or damage to City Property. LimeBike expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the LimeBike's use of City Property. Should the LimeBike fail to repair, replace or otherwise restore such real or personal property, LimeBike expressly agrees to pay City's costs in making such repairs, replacements or restorations.
7. Operations & Maintenance. LimeBike will cover all maintenance costs for the bike fleet and maintenance to minimum level of service and reporting outlined in Exhibit A.
8. Indemnification. LimeBike 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 LimeBike or by anyone making use of City Property at the invitation or sufferance of LimeBike, except such loss or damage which was caused by the sole negligence or willful misconduct of City.
 - b. Use of LimeBike's bikes by any individual, regardless of whether such use was

with or without the permission of LimeBike, including claims by users of the bikes or third parties.

9. Insurance. LimeBike shall procure and maintain for the duration of this agreement insurance against claims for which LimeBike has indemnified the City pursuant to Section 5 of this Agreement. LimeBike shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and in the sum of One Million and no/100 Dollars (\$1,000,000.00) 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 LimeBike'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 LimeBike's insurance and shall not contribute with it. The insurance required to be provided herein, shall be procured by an insurance company approved by City, which approval shall not be unreasonably withheld.
10. Compliance with Law. LimeBike 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 bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for LimeBike's lawful use or occupancy of City Property or any portion thereof, LimeBike shall procure and maintain such license, permit and/or governmental authorization throughout the term of this agreement. City shall reasonably cooperate with LimeBike, at no additional cost to City, such that LimeBike can properly comply with this Section and be allowed to use City Property as specified in Section 3, above.
11. Required Reports. LimeBike shall provide reports to the City concerning utilization of its bikes and bike route usage not less than monthly, and shall cooperate with the City in the collection and analysis of aggregated data concerning its operations.
12. 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 MOU.
13. Term. This agreement shall commence on August 1, 2017, (the "Commencement Date") and shall expire on the date that is two (2) years after the Commencement Date unless earlier terminated pursuant to Section 14, below, or unless extended for up to two additional years pursuant to Section 1 above.
14. Termination. This MOU may be terminated prior to the expiration date set forth in Section 13, above, upon the occurrence of any of the following conditions:

- a. Upon delivery of written notice from City to the LimeBike terminating this agreement for any reason, or for no reason, by giving at least sixty (60) days' notice to the LimeBike of such termination.
- b. An attempt to transfer or assign this agreement.

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

15. Amendment. This MOU 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.
16. Applicable Law and Venue. The laws of the State of North Carolina shall govern the interpretation and enforcement of this MOU.
17. 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.
18. E-Verify. LimeBike 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. LimeBike also certifies that it will require that all of its sub-contractors 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

Executed the day and year first above written, by the parties as follows:

LimeBike:

By: [Signature]

Name: Wei yao Sun

Title: CEO & CO-FOUNDER

Attest To:

State of California

County of San Mateo

On 6-22-17 before me, Ryza Mata Maspinas Notary
(Please insert name and title of officer)

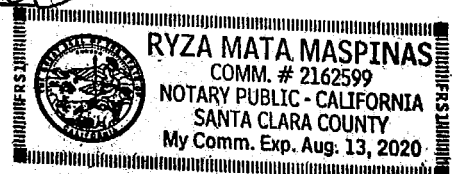
Personally appeared Wei yao Sun
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



CONTRACT SIGNATURE SHEET

Submitted by:

Director of Transportation

Date

Approved by:

Deputy Finance Officer

Date

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved as to Legality:

Assistant City Attorney

Date

Approved by:

City Manager

Date

Attest:

City Clerk

Date

Exhibit A

Description of LimeBike's Service Level Agreement

The following performance indicators shall be met and reported to help the City measure our success serving its citizens and improving the livability and mobility of Greensboro. LimeBike will maintain its bikes to be in an excellent state of cleanliness and repair, with a minimum of 90% of deployed bikes operable at any time.

Performance Indicator	Description	Measurement Tool	Minimum Performance Standard	Reporting Frequency
App & customer service support portal	LimeBike reservation system fully operational	Uptime reporting	99.5% uptime.	monthly
Bicycle distribution	Maps identifying trends in peak bike distribution	Maps showing aggregate usage patterns	Fleet will focus on serving the City of Greensboro	monthly
Bicycles in service	# of bikes in service	Daily uptime reports	Implement a phased deployment that upon full implementation will Deploy and maintain a <i>minimum</i> of 1,000 bicycles in service in Greensboro in any calendar month. The initial deployment will be coordinated with the City as it scales up to the 1000 bike level. More bikes are considered for the City/region. Bicycles will be phased into deployment and can be increased based on usage data and with permission of the city'	monthly
Report-responses	Response time to improper bike	Time relative to report logs	Within two (2) hours during business hours	monthly

	parking / other problems communicated to Customer Service		<p>between 8am to 8pm Monday through Friday except for State and Federal holidays. Direct 24/7 contact line for true emergencies, either by phone, text, and/or email</p> <p>For any complaint outside of business hours, within two hours (2) of start of business hours</p>	
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