

LICENSE AGREEMENT

AN AGREEMENT (“Agreement”) made and entered into this ___ day of _____, 2018, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the state of Utah, (“City”), and _____, a _____ (“Licensee”) and is dated as of the date the City Recorder attests the City signature (“Effective Date”).

RECITALS

A. City desires to facilitate the implementation of transportation technologies to advance the following objectives:

1. Create affordable and safe transportation options for residents;
2. Offer reliable transportation choices;
3. Enhance equitable access to opportunities for housing, education and social services; and
4. Improve air quality.

B. Licensee, with its principal place of business in _____, seeks to operate a shared mobility device business that makes Shared Mobility Devices (as defined herein) available to members of the public within designated areas of Salt Lake City, Utah. The Shared Mobility Devices that Licensee may deploy within Salt Lake City under this Agreement are presently limited to bicycles, electric bicycles, and electric scooters (the “Shared Mobility Devices”).

C. City has statutory authority to regulate the use of city streets, alleys, avenues, sidewalks, crosswalks, parks and public grounds; and to license, tax, and to regulate businesses pursuant to Utah Code, sections 10-8-11 and 10-1-203. To that effect, City has the enacted ordinances prohibiting the use of city streets for conducting business without prior approval and licensing under section 5.86.020, of the Salt Lake City Code.

D. The Salt Lake City Code does not currently include specific licensing provisions for businesses providing Shared Mobility Devices to the public. Businesses of this type are relatively new within Salt Lake City and the City is still gathering information about the best method for regulation. Therefore the parties wish to enter into this License Agreement to clarify

each other's respective rights and responsibilities with regard to Licensee's business providing Shared Mobility Devices.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Duration. This License Agreement will commence on the Effective Date listed above for an initial period of twelve (12) months unless otherwise terminated pursuant to the terms of this Agreement. City may extend this Agreement for up to two (2) additional one-year periods under the same terms and conditions. This is a non-exclusive agreement and City reserves the right to issue business licenses to other businesses providing Shared Mobility Devices during the term of this Agreement. Any financial commitments by the City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments, provided under applicable Utah law, including the Utah Constitution.

2. Maximum Number of Shared Mobility Devices in Operation. To address the variety of competing needs for public space and in the interest of complying with Salt Lake City Code and preserving access and safety for pedestrians in Salt Lake City's downtown core, Licensee may only deploy Shared Mobility Devices within the City in the accordance with the quantity and location requirements set forth herein, and as further depicted and described in Exhibit "A" attached hereto and incorporated herein by reference. The City may review, evaluate, and change the requirements listed below in the City's sole discretion after the first thirty (30) days of Licensee's operation under this Agreement, and again at regular monthly or quarterly intervals thereafter.

A. **Phase 1:** Licensee may initially deploy a minimum of one hundred (100) and up to a maximum of two hundred (200) Shared Mobility Devices anywhere in the City on a daily basis.

B. **Phase 2:** In the interest of improving equity and expanding access to underserved areas of the City, Licensee may subsequently deploy up to one hundred (100) additional Shared Mobility Devices on a daily basis in the geographic area west of I-15, depicted as Zone 2 on Exhibit "A".

C. **Phase 3:** If Licensee has already deployed one hundred (100) Shared Mobility Devices in Zone 2 (and continues to deploy at least one hundred (100) Shared Mobility Devices in Zone 2 on a daily basis), then Licensee may increase its

fleet size to a total of five hundred (500) Shared Mobility Devices; provided that not more than two hundred (200) Shared Mobility Devices may be deployed at the start of any day within the Central Traffic District (“CTD”), depicted as Zone 1 in Exhibit “A”.

D. **Docks, Racks, and Corrals** - Notwithstanding the forgoing, in the City’s discretion, Licensee may deploy additional Shared Mobility Devices in any of the Zones if the additional Shared Mobility Devices are placed in vendor-specific docks, racks, or corrals in locations specified by the City.

3. Free Standing Shared Mobility Device Placement Restrictions. Any Shared Mobility Device that is not in use must be secured to a permitted dock rack or corral described in Subparagraph (2)(D) or otherwise placed as required below:

- A. Shared Mobility Devices may not, at any time, for any reason, impede the free flow of pedestrian traffic.
- B. Shared Mobility Devices may not be temporarily placed or left in the following areas in such a way as to impede their normal operation or the free flow of pedestrians and traffic:
 - i. Any bike rack operated by a different vendor;
 - ii. Any multi-use path;
 - iii. Any vehicle travel lane;
 - iv. Any vehicle parking space;
 - v. Any UTA TRAX or FrontRunner boarding platform;
 - vi. Within ten (10) feet of any Utah Transit Authority bus stop sign;
 - vii. Within fifteen (15) feet of any building access or egress, including driveways;
 - viii. Within fifteen (15) feet of any ADA ramp or access of any kind;
 - ix. Within fifteen (15) feet of any traffic signal pole;
 - x. Within fifty (50) feet of any existing permitted docking system device dock, rack, or corral for a Shared Mobility Device or other shared vehicle.

C. Specific requirements for each zone:

1. **In Zone 1:**

- i. Placement of a Shared Mobility Device on Main Street, shall not interfere with or encroach upon a minimum ten (10) foot width of contiguous path.
- ii. Placement of a Shared Mobility Device shall not interfere with or encroach upon a minimum eight (8) foot width of contiguous path elsewhere in Zone 1.

2. In Zones 2 and 3:

- i. Placement of a Shared Mobility Device shall not interfere with or encroach upon a minimum five (5) foot width of contiguous path.

D. Licensee shall require Shared Mobility Device operators to take a photograph of their properly-parked Shared Mobility Device, or otherwise verify that the operator has properly parked the Shared Mobility Devices, as part of the process for completing a Shared Mobility Device transaction.

E. Shared Mobility Devices that have not been placed in accordance with the restrictions set forth in this Agreement may be impounded by the City at Licensee's expense.

4. Shared Mobility Device Equipment Standards.

- A. All Shared Mobility Devices will comply with all of the applicable safety standards established by federal, State, or City law;
- B. Bicycles and Electric bicycles operated as Shared Mobility Devices will comply with the most recent safety standards set forth in ISO 43.150 and the most recent Consumer Protection Safety Commission standards set forth in 15 United States Code Section 2085.
- C. Electric scooters operated as Shared Mobility Devices will comply with the ASTM F2641-08 Standard Consumer Safety Specification for Recreational Powered Scooters.
- D. All Shared Mobility Devices will be equipped with Global Positioning Satellite ("GPS") systems.
- E. All Shared Mobility Devices will be regularly inspected and maintained.
- F. Licensee must be able to remotely render inoperable any Shared Mobility Device that has been reported as being damaged or defective.

- G. Licensee shall respond to requests for rebalancing, reports of incorrectly parked Shared Mobility Devices, or reports of unsafe/inoperable Shared Mobility Devices by relocating, or removing such Shared Mobility Devices, as appropriate within four hours of receiving notice of the request from City or third-parties that action be taken. City shall provide notice of reports of incorrectly parked Shared Mobility Devices, or reports of unsafe/inoperable Shared Mobility Devices to Licensee at _____, or the address provided in paragraph 14 of this Agreement if no other telephone or email address is provided. If a Shared Mobility Device is not relocated, or removed within the time frame specified herein, City may remove and impound such Shared Mobility Devices at Licensee’s expense.
- H. All bicycles and electric bicycles must comply with any applicable State and City registration laws; and Licensee shall provide City with a list individually identifying all Shared Mobility Devices.
- I. All Shared Mobility Devices must have an identification number prominently displayed on such device.
- J. Licensee shall prominently display Licensee’s contact information, including a toll-free phone number and an email address, on each Shared Mobility Device deployed within the City.

5. Fees. Licensee shall pay to the City the applicable business licensing fees as set forth in Chapter 5.04 of the Salt Lake City Code and as further described in the Salt Lake City Consolidated Fee Schedule. Licensee shall also pay any lease fees for any designated docking, corral or station location described in Subparagraph 2(D). The City reserves the right to impose additional cost-justified fees related to the regulation and enforcement of this Shared Mobility Device business. Such additional fees may be imposed by the City at the thirty (30) day and monthly or quarterly review periods specified in Paragraph 11.

6. Business Operation Requirements. Licensee shall provide the following services and programs in connection with its operation of a Shared Mobility Device business within Salt Lake City:

- A. Licensee will operate a public-facing website or application that will provide the following information:

- i. Terms of service;
 - ii. Contact information;
 - iii. Customer support phone number;
 - iv. Instructions for using the Shared Mobility Device service;
 - v. Information regarding the proper operation of Shared Mobility Devices in a manner that complies with all applicable state and City laws.
 - vi. Privacy policies; and
 - vii. Pricing information that clearly outlines all costs and charges associated with a customer's use of Shared Mobility Devices.
- B. Licensee will provide education to Shared Mobility Device operators regarding existing City and State rules and regulations; safe and courteous riding; and proper parking.
- C. Licensee shall conduct its daily deployment of Shared Mobility Devices, in accordance with the phases of deployment described in Paragraph 2, and shall deploy such devices in groupings of not more than ten (10) Shared Mobility Devices throughout the City. Licensee shall only deploy a single grouping of Shared Mobility Devices on a block face, or multiple groupings so long as the total number of Shared Mobility Devices deployed by any one vendor on each face block does not exceed ten (10) Shared Mobility Devices.
- i. Grouping locations are exempt from the requirements of Subparagraph 6(C) if they are situated on private property or are vendor-specific docks, racks, or corrals placed pursuant to Subparagraph 2(D).
 - ii. Licensee must obtain a commercial revocable permit from the City prior to placing a vendor specific dock, rack or corral. This commercial revocable permit will substantially conform to the form agreement attached hereto as Exhibit "B".
 - iii. The parties recognize and acknowledge that grouping locations may change as the general public begins using Shared Mobility

Devices. The City reserves the right to impose additional regulations, adjust quantities, and to assess related fees, regarding the location, number and operation of groupings and Shared Mobility Devices. Such additional regulations and fees may be imposed by the City at its sole discretion during the initial 30-day, monthly, or quarterly review periods described in Paragraph 11, or immediately to address any imminent health and safety issue, in City's discretion.

D. Licensee shall provide to City accurate, complete, and timely data in the manner and format the City requests regarding how the services are being used and who, in an anonymized fashion, is riding on a monthly and annual basis. Such information shall include, but not be limited to, origin and destination, distance traveled per use, path traveled (if available), and daily initial deployment locations. Licensee shall ensure that individual user data remains private and confidential. Licensee will provide a local management and operations team in Salt Lake City.

7. Government Records and Access Management Act. Licensee acknowledges that City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code or its successor ("GRAMA"). All materials submitted by Licensee pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Licensee. Any materials for which Licensee claims a privilege from disclosure shall be marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Contractor's claim of business confidentiality at the time of submission to City. City will make reasonable efforts to notify Licensee of any requests made for disclosure of documents submitted under a claim of business confidentiality. Licensee may, at Licensee's sole expense, take any appropriate actions to prevent disclosure of such material. Licensee specifically waives any claims against City related to disclosure of any materials required by GRAMA.

8. Operation of Shared Mobility Devices Subject to Applicable Law. Operators of Shared Mobility Devices must comply with all applicable State and City laws. Licensee will

include language in Licensee's end user agreement indicating that such end users are responsible for complying with all applicable State and City laws.

9. No Right or Expectation of Continuous Operation Within the City. Neither this Agreement nor any business license issued to Licensee in connection with this Agreement provides Licensee with any right or expectation that it will be able to operate a Shared Mobility Device business in the City on an ongoing basis. Moreover, City reserves the right to select a limited number of shared mobility service providers to operate in the City at some future time pursuant to a competitive solicitation process conducted by the City or by such other selection process City that City chooses to implement in its sole discretion.

10. Insurance. Licensee shall provide, concurrent with the execution of this Agreement, a comprehensive general liability insurance policy covering business operations with minimum limits of \$2,000,000 per occurrence with a \$3,000,000 general aggregate and \$3,000,000 products-completed operations aggregate. A current certificate of insurance, approved by the City Attorney, must be kept on file with the City Recorder verifying such continuing coverage and naming the City as an additional insured on a primary and non-contributory basis in comparison to all other insurance including City's own policy or policies of insurance. The certificate shall contain a special endorsement to the effect that the City will be notified at least thirty (30) days prior to cancellation or reduction in the limits. The City requires continuous coverage. Cancellation of insurance will result in the automatic suspension of this License Agreement until Licensee provides proof of coverage in the amounts and manner specified above.

11. Indemnification. Licensee agrees to indemnify, save harmless, and defend City, its agents and employees, from all claims, liens, damages, demands, actions, costs, and charges, including attorney fees, arising out of the actions of individuals using Licensee's Shared Mobility Device, or by reason of alleged or actual negligent, reckless or intentional acts or omissions of Licensee, its officers, employees, and agents. Licensee's duty to defend City shall exist regardless of whether City or Licensee may ultimately be found to be liable for anyone's negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by Licensee, and Licensee is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Licensee shall pay City's reasonable costs, expenses, and attorney fees incurred in proving such

indemnification, defending itself, or enforcing this provision. Licensee shall not be liable for the City's sole negligence.

12. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all prior negotiations, representations, or agreements, whether written or oral, except for the requirements of the City's ordinances. This Agreement cannot be amended except by written instrument signed by both parties or by enactment of a modifying ordinance by the City Council. The parties recognize that the technology and business practices related to Shared Mobility Devices are evolving rapidly. Consequently, the parties agree that they will meet to review the provisions of this Agreement within thirty (30) days of contract execution to determine whether any amendments should be made at that time. Thereafter, the parties will meet monthly or quarterly, in City's discretion, to determine whether any additional amendments to this Agreement are appropriate. The parties agree that the City has the right to make the adjustments to fees and regulations in its sole discretion as more particularly set forth above.

13. Interpretation and Enforcement. This Agreement shall be governed by, construed in accordance with, and enforced under the City's Ordinances and the laws of the State of Utah. Venue for any action arising out of this Agreement shall be in the State of Utah.

14. Termination; Renewal.

A. City may terminate this License Agreement upon breach by Licensee of any of its term or conditions by giving Licensee written notice of the breach and the City's intent to terminate. Written notice will be sent to Licensee's registered agent,

Licensee has thirty (30) days upon receipt of the City's written notice to cure the breach to the City's approval, which will not be unreasonably withheld, or this Agreement will be terminated.

B. This Agreement will terminate upon the City's adoption of codified City ordinances that govern businesses providing Shared Mobility Device services within the City.

C. The City has sole authority to determine whether to renew this Agreement for additional term beyond the initial twelve (12) month term.

15. No Assignment. This Agreement shall not be assigned by either party, except that Licensee may assign this Agreement in connection with a merger or sale of substantially all of its assets to another entity. Licensee will give City written notice of any such assignment, and assignee will assume each and every obligation of this Agreement as if it were the original party to the Agreement.

16. License Revocation. City reserves the right to revoke Licensee's business license for good cause upon Licensee's material breach of this Agreement. Material breach includes, but is not limited to, more than ten (10) notices by City to Licensee of reports of incorrectly parked Shared Mobility Devices, or reports of unsafe/inoperable Shared Mobility Devices that are not cured within four hours of receiving notice of the request. City may also suspend or revoke Licensee's business license for the reasons set forth in Salt Lake City Code Section 5.02.250. Any adverse action the City takes against Licensee's business license shall be conducted in accordance with and subject to the processes set forth in Chapter 5.02 of the Salt Lake City Code. Upon written notice of termination of this Agreement and/or revocation of Licensee's business license, the Licensee must remove all Shared Mobility Devices and Licensee equipment. If Licensee fails to timely remove all Shared Mobility Devices and Licensee's equipment, City may impound all such Shared Mobility Devices and equipment at Licensee's sole cost and expense.

17. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** The Licensee represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the city's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY:

SALT LAKE CITY CORPORATION, a Utah municipal corporation

By _____
Title _____

ATTEST:
Salt Lake City Recorder's Office

CITY RECORDER

APPROVED AS FORM:
Salt Lake City Attorney's Office

Senior City Attorney
Date _____

LICENSEE:

[LICENSEE ENTITY NAME]

By _____
Name:
Title:

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the _____ day of _____, 201__ personally appeared before me
_____, the _____ of

_____, who duly acknowledged to me that he is the signer of this instrument.

NOTARY PUBLIC

Residing at _____

My commission expires:

HB_ATTYS-#71816-v2-SHARED_MOBILITY_DEVICES_-_Licensing_Agreement_(FINAL_7-17-2018)

EXHIBIT A
ZONES OF OPERATION

EXHIBIT B

COMMERCIAL REVOCABLE PERMIT FORM AGREEMENT