

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION WASHINGTON, D.C.
TERMS AND CONDITIONS FOR THE
PUBLIC RIGHT-OF-WAY OCCUPANCY PERMIT FOR
[PH NAME]

This Public Right-of-Way Occupancy Permit (“Permit”) is being granted to [PH NAME] (“PH NAME” or “Permit holder”).

RECITALS

WHEREAS, the purpose of this Permit is to allow the Permit holder to park vehicles in the public right-of-way as part of a publicly accessible dockless vehicle sharing program in the District of Columbia; and

WHEREAS, the government of the District of Columbia (“District”) has authority over the public right-of-way; and

WHEREAS, the D.C. Official Code authorizes the Mayor, or his agent, designee, or representative to impose such conditions on the issuance of said Permit as the Mayor may require under title VI of the Budget Support Act of 1997, effective April 9, 1997 (D.C. Law 11-198; D.C. Official Code § 10-1141.01 et seq.); and

WHEREAS, that authority has been delegated to the District Department of Transportation (“DDOT”), pursuant to the Department of Transportation Establishment Act of 2002, effective May 21, 2002 (D.C. Law 14-137; D.C. Official Code § 50-921.01 et seq.); and

WHEREAS, the District is willing to authorize the use of the public right-of-way on a non-exclusive basis for the rental of publicly accessible dockless vehicles, so as not to interfere with pedestrian, vehicular or bicycle traffic and only under the terms and conditions imposed in this Permit in accordance with the provisions of 24 DCMR 3310, as amended; and

WHEREAS, the District has prepared the Permit terms and conditions as set out below; and

WHEREAS, these terms and conditions are subject to change according to any final rulemaking promulgated by the District that becomes effective during the term of the Public Right of Way Occupancy Permit issued to the permit holder; and

NOW, THEREFORE, based upon the above recitals, Permit holder hereby agrees to the terms and conditions of this occupancy permit as follows:

Article I. Definitions

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific article or paragraph of this Agreement. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. Publicly Accessible Dockless Vehicle Sharing System:** a system to rent bicycles, motorized bicycles, or electric scooters for short-term one-way trips without requiring the installation of any infrastructure within the District other than the deployment of vehicles.
- B. Dockless Sharing Vehicle:** a dockless bicycle or dockless electric scooter that is available to rent in the public right-of-way through a rental system that does not require the installation of docking stations in the public right-of-way. The term “dockless sharing vehicle” does not include a motor vehicle, motorcycle, low-speed vehicle, or a motor-driven cycle, as defined in 18 DCMR 9901, or an all-terrain vehicle as defined in D.C. Official Code § 50-2201.02(2).
- C. Dockless Electric Scooter:** a motorized standing scooter with tandem wheels that is available to the public for rental through a rental system that does not require the installation of docking stations in the public right-of-way. A dockless electric scooter shall be considered a personal mobility device, as defined in D.C. Official Code § 50-2201.02(13).
- D. Adaptive Dockless Sharing Vehicle:** a shared-mobility vehicle that is available to rent in public right-of-way, that is not a motorcycle, low-speed vehicle or a motor-driven cycle as defined in 18 DCMR 9901, or an all-terrain vehicle as defined in D.C. Official Code § 50-2201.02(2), that is accessible to people with various physical disabilities. Examples include recumbent bicycles, tricycles, and hand cycles, any of which may be motorized.
- E. Dockless Vehicle Parking Area:** the following areas where dockless vehicles may be parked, provided that a minimum 5-foot clear zone for pedestrians is maintained at all times:
1. On a public sidewalk;
 2. In the public right-of-way between the sidewalk and the curb; and
 3. At a bike rack, if the bike rack is located in the public right-of-way but somewhere other than a public sidewalk, or the public right-of-way between the sidewalk and the curb.

F. Speed Governor: a device that ensures the motor of a dockless sharing vehicle is incapable of propelling the vehicle at a rate of speed in excess of the mandated speed limit on level ground.

G. Equity Emphasis Area: a geographic area identified by the National Capital Region Transportation Planning Board that have significant concentrations of low-income and or minority populations, according to U.S. Census tract-level data. Equity Emphasis Areas as of June 2018 are defined in the map located at: <https://www.mwcog.org/assets/1/6/Region.pdf>.

Article II. Responsibilities of Permit holder

A. Fleet

1. Permit holder may operate electric scooters, the total of which shall not be less than 100 dockless vehicles. In the first month when the permit holder begins operations, no more than 600 scooters may be operated by the permit holder. Requests by the permit holder to operate more than 600 vehicles will be evaluated quarterly by DDOT, and may be granted at DDOT's discretion for good performance during the period prior to the evaluation. Criteria for the DDOT evaluation are set forth in Article II (B)(1) of this Permit.
2. Adaptive dockless sharing vehicles shall not be counted in the maximum number of vehicles allowed, provided that the permit holder submit specifications for any adaptive dockless sharing vehicles, and the total number to be deployed, to DDOT for approval.
3. Permit holder shall certify that all dockless electric scooters deployed are equipped with a speed governor that ensures the vehicle will not travel in excess of 10 miles per hour on level ground.
4. Permit holder shall ensure each dockless vehicle is in working order, well-maintained, and clean.
5. Permit holder shall affix its logo to each dockless vehicle in the District so that it is clearly visible and shall not allow other logos or advertisements to appear on any dockless vehicle.
6. Permit holder shall provide at minimum a toll-free telephone number and website address on each dockless vehicle stating how to report an incorrectly parked dockless vehicle.
7. Permit holder shall display a unique identification number on each vehicle deployed.
8. Permit holder understands that dockless electric scooters meet the definition of a "personal mobility device" as defined in D.C. Official Code § 50-2201.02(13). Dockless electric scooters shall be operated in compliance with the requirements for personal mobility devices described in 18 DCMR 1201.

9. Permit holder shall certify that all scooters deployed meet the ANSI/CAN/UL Standard for Electrical Systems for Personal E-Mobility Devices (UL Standard 2271 or 2272), in addition to any applicable federal or District safety laws or regulations. As an alternative to certification of UL Standard 2271 or 2272, permit holder may submit documentation demonstrating that scooters meet a standard that provides equivalent safety protections.
10. Permit holder shall inform users of all applicable District laws and regulations, including, but not limited to, those regarding speed limits, parking, age restrictions, and sidewalk riding.
11. Permit holder must ensure dockless electric scooters can be located and unlocked using a smartphone application, or by manually entering a customer's account number. Dockless electric scooters must also offer a cash payment option, and the ability to be located and unlocked without a smartphone.
12. Permit holder must provide DDOT with access to its smart phone application used to rent trips, that allows DDOT employees to unlock any improperly parked dockless sharing vehicles for the purpose of moving such vehicles to the nearest available proper parking location.
13. Permit holder must provide DDOT with at least five (5) account logins for which rentals will be free of charge, for testing purposes only.
14. All dockless sharing vehicles must be equipped with on-board GPS technology that does not obtain spatial information by relying on a customer's smart phone.
15. GPS data shall be transmitted from all dockless sharing vehicles at a minimum of every 90 seconds while in use to ensure accurate location data is conveyed.
16. GPS data shall be transmitted from all dockless sharing vehicles at a minimum of every 60 minutes while parked to ensure accurate location data is conveyed.
17. Permit holders shall not require customers to grant location services from their smart phones, and shall not require access to contacts, photos, or other personal files. Permit holders may request that customers "opt in" to granting location services for improved functionality, provided that failure or refusal to grant location services shall not result in a customer being unable to use the permit holder's dockless vehicles.
18. Permit holder shall ensure customer data privacy and that operator policies are in accordance with the District's data privacy policies. Permit holder shall not share any personal data of customers who use their mobility services with third parties (e.g. advertisers, investors etc.). Exceptions to this prohibition include third parties with whom the permit holder has contractual agreements to conduct business transactions (e.g., payment processing), or when data sharing may be required by District or federal

law. Permit holder shall provide clear notification to customers and to DDOT about what data will be accessed and explain how and why data will be used.

19. Permit holder is encouraged to provide a free helmet to customers upon request within 20 business days of the request.
20. Permit holders are encouraged to make dockless vehicles available for rental purposes 24 hours per day, seven days per week, 365 days per year unless otherwise requested by DDOT.
21. Permit holder shall cooperate with DDOT requests to suspend or alter service and remove vehicles from public space during extreme weather events or special events.
22. Within thirty (30) calendar days of receipt of a Permit, permit holder shall file an operational plan with DDOT. Operational plans shall include, at a minimum:
 - a. Hours and days of operation, and any limitations thereon.
 - b. Communication methods for educating users about safe operations and proper parking.
 - c. Procedures for ensuring that the vehicle fleet is safe for use and well-maintained.
 - d. Procedures for responding to extreme weather events and special events.
 - e. Procedures for responding to complaints.
 - f. Procedures for ensuring availability of dockless vehicles in each Ward.

B. Performance-Based Fleet Expansion

1. Permit holder may be allowed to increase the size of its fleet of dockless sharing vehicles on a quarterly basis if the permit holder demonstrates acceptable performance in the following domains, which may be adjusted as fleet size fluctuates:
 - a. Total number of trips per month
 - b. Trips per vehicle per day
 - c. Trips originating or terminating in Equity Emphasis Areas
 - d. Response time to violations
 - e. Number of parking violations
 - f. Number of safety violations
 - g. Data provision violations
 - h. Vehicle idle time
 - i. Adaptive Vehicle Operations
 - j. Installation of bicycle parking infrastructure
 - k. Incentivizing users to park vehicles at corrals or DDOT-specified locations

2. Permit holder may request fleet expansion on a quarterly basis. DDOT will evaluate performance and may authorize fleet expansion up to twenty-five percent (25%) per quarter based on the permit holder's starting fleet size, and at DDOT's discretion.
3. Permit holder may request fleet expansion above twenty-five percent (25%) but not more than fifty percent (50%) for demonstrated exceptional performance. DDOT will evaluate performance per quarter based on the permit holder's starting fleet size, and at DDOT's discretion.

C. Parking

1. Dockless vehicles must be parked:
 - a. Within the furniture zone of the sidewalk where one exists and must maintain a pedestrian travel space to a width of at least five (5) feet.
 - b. To maintain unimpeded access to entrances to private property or driveways.
 - c. To maintain unimpeded access to Capital Bikeshare stations.
 - d. To maintain unimpeded access to Metrobus, Circulator, and DC Streetcar stops and shelters.
 - e. To maintain vehicular travel area for any vehicle.
 - f. To ensure the vehicle remains upright.
 - g. Outside of any protected tree planting or landscaped area.
 - h. Otherwise in accordance with 18 DCMR 1209.3.
2. Permit holder will use all of its communication platforms to educate users on proper dockless vehicle parking and will incentivize proper parking.
3. Permit holder will remove improperly parked dockless vehicles in accordance with local law and without prior notice from the District of Columbia.
4. When a dockless vehicle is incorrectly parked (i.e., violates any term of paragraph 1 of this section), Permit holder shall move that dockless vehicle within two (2) hours of notification, including notifications through its communication platforms.
5. If a dockless vehicle has not moved from the same location for five (5) consecutive days, permit holder will relocate the vehicle to another block face.
6. Permit holder shall not allow parking of dockless vehicles or trips to terminate on property that is not public right-of-way within the jurisdiction of the District, without the consent of the property owner.

D. Distribution of Dockless Vehicles

1. Permit holder shall make dockless vehicles available to all in the District and maintain dockless vehicles in each Ward.
2. The dockless vehicle operating company shall balance its fleet of dockless sharing vehicles by having at least six (6) vehicles in each ward by 6:00 a.m. each day;
3. Permit holder shall not charge customers at a more expensive rate for rental of dockless vehicles, or impose an additional fee, regardless of the trip origin and destination within the District, provided the trip's origin and destination are within the permitted service area. This provision shall not be construed to prohibit user incentives for active rebalancing of dockless vehicles. This provision shall also not be construed to prohibit user incentives for parking in preferred "hubs," so long as at least one such hub is available in each Ward of the District.
4. Permit holder will relocate dockless vehicles to eliminate an over-concentration of dockless vehicles within two (2) hours if notified by the District of public access and safety concerns.
5. Permit holder shall maintain staffed operations located within the District for the purpose of dockless vehicle maintenance and rebalancing.

E. Payment Options

1. Permit holder agrees to offer cash and non-smartphone payment options.
2. Permit holder will offer a low-income customer plan that waives any applicable vehicle deposit and offers an affordable cash payment option and unlimited trips under 30 minutes to any customer with an income level at or below 200% of the federal poverty guidelines, subject to annual renewal.
3. Permit holder agrees to conduct a marketing campaign at its own cost in Equity Emphasis Areas to promote the use of dockless sharing vehicles particularly among low-income residents.
4. Permit holder must comply with Payment Card Industry Data Security Standards.
5. Permit holder is encouraged to maintain a multilingual website with languages identified in the District of Columbia Language Access Act of 2004.

F. Permit Fees and Performance Bond

1. Permit holder agrees to pay the following fee structure for the issuance of a revocable Public Right-of-Way Occupancy Permit, which reflect the costs of permitting, vehicle registration, public right-of-way occupancy, education and enforcement, program evaluation, and program administration:

- (a) An application fee of fifty dollars (\$50) per permit;
- (b) A technology fee of twenty-five dollars (\$25) per permit;
- (c) A fee of two hundred fifty dollars (\$250) for the initial permit to operate in the Public Right-of-Way Occupancy Permit;
- (d) A fee of one hundred dollars (\$100) for each annual renewal of the permit to operate in the public right-of-way;
- (e) According to the month during which the dockless sharing vehicle will enter into operation in the District, a per vehicle fee of:

Month of First Operation	Per Vehicle Fee
January	\$60
February	\$55
March	\$50
April	\$45
May	\$40
June	\$35
July	\$30
August	\$25
September	\$20
October	\$15
November	\$10
December	\$5

- 2. Permit holder agrees to provide a ten thousand dollar (\$10,000) refundable bond or other security acceptable to the Director, to be retained by the Department in the event the permit holder fails to remove from the public right-of-way vehicles that are unsafe, unpermitted, or abandoned, or if the District must remove, relocate, impound, or store dockless vehicles due to improper parking, safety hazards, or any other violation of these regulations or the terms and conditions of these terms and conditions.
- 3. The Director may require compensation from the balance of Permit holder's bond to recover all costs and penalties. The Director shall provide written notice to the Permit holder stating the reasons for and the amount required and advising the Permit holder that any objection must be submitted, in writing, no later than seven (7) calendar days after the date of the written notice. The Director shall provide a notice of reconsideration in writing, and

shall send such notice to the Permit holder three (3) calendar days before the Director initiates withdrawal from the security bond, if applicable.

4. If permit holder's permit is revoked, any fees paid for the current or past months of operations will not be refunded by the District Department of Transportation.

G. Data

1. Permit holder shall provide a publicly accessible application program interface, clearly posted on the company's website that shows, at minimum, the current location of any dockless vehicles available for rental at all times.
2. A smart phone-based application used to rent dockless vehicles does not qualify as a publicly accessible application program interface.
3. Data must be provided in compliance with the Generalized Bikeshare Feed Specification (GBFS) v1.0. To account for the dockless nature of the vehicles covered by this permit, the following clarifications and modifications are accepted to the GBFS:
 - a. There are no "stations" in the parlance of GBFS. As such, `station_status.json` should return an empty list (`[]`) and `station_information.json` should return an empty list (`[]`).
 - b. `free_bike_status.json` is required.
 - c. The field "vehicle_type" shall be added to the public API to describe the vehicle type. This may be either "bicycle," "e-bike," "scooter," or another type of permitted vehicle that must be specified.
4. The public API need not be available without authentication; however, any member of the public, including commercial entities, must be able to gain access to the data provided by the API by requesting access through a web interface. Moreover, the provider should provide access on average of at least 50 requests an hour.
5. A private API with appropriate authentication for DDOT shall be made available that follows the same format of GBFS version 1.0 and produces the extra endpoint called ``all_bike_status.json``. This describes both vehicles that are stationary and those that are in use or on an active ride. This file is identical to ``free_bike_status.json`` but includes the additional fields:
 - a. `in_use` (boolean): Whether the vehicle is currently in use or not;
 - b. `is_unavailable` (boolean): Whether the vehicle is no longer available due to maintenance or equipment issues;
 - c. `idle_time` (float): The time in seconds since the vehicle was last in use;
 - d. `battery_pct` (float): The percent of battery charge for the vehicle, expressed between 0 and 1.
 - e. To protect customer privacy, vehicle locations should not be included for vehicles on an active ride.

6. If the operator operates more than one type of vehicle, they must provide a separate GBFS version 1.0 API as well as the private API per vehicle type. Providers must inform DDOT to which vehicle type each API corresponds.
7. Permit holder shall make reasonable efforts to cooperate with DDOT on research activities to evaluate and identify improvements to the dockless program.
8. DDOT reserves the right to require the permit holder to provide data in MDS format.

H. Reporting

1. Permit holder shall provide a monthly report within 5 business days of the end of the month. The report shall be composed of five (5) RFC 4810-compliant, UTF-8 encoded CSVs. All datetimes should be UTC ISO 8601-compliant datetimes, i.e., formatted as YYYY-MM-DDTHH:MM:SSZ, and should be accurate to at least the minute. All latitudes and longitudes must be provided to five decimal points and distances to at least two decimal points. The CSV databases shall provide:
 - a. Aggregated user data in “[YYYY-MM]_[operator]_users.csv.”
“Users.csv” shall consist of one line per active user with the following headers (a user is “active” if they make at least one trip in the month in question):
 - i. user_id (string): A unique identifier for the user. This shall not be directly linked or traceable to PII captured by the company.
 - ii. vehicle_type (string): Description of the vehicle type user rented. This may be either “bicycle,” “e-bike,” “scooter,” or another type of permitted vehicle that must be specified.
 - iii. num_trips (integer): The number of trips the user took in the month.
 - iv. mean_trip_length (float): The mean length of trips taken by the user in the month in miles.
 - v. median_trip_length (float): The median length of trips taken by the user in the month in miles.
 - vi. std_trip_length (float): The standard deviation of the length of trips taken by the user in the month in miles.
 - b. Aggregated vehicle data in “[YYYY-MM]_[operator]_vehicles.csv.”
“Vehicles.csv” shall consist of one line per vehicle in fleet with the following headers:
 - i. vehicle_id (string): A unique identifier for the vehicle.
 - ii. vehicle_type (string): Description of vehicle type. This may be either “bicycle,” “e-bike,” “e-scooter,” or another type of permitted vehicle that must be specified.
 - iii. entered_service (datetime): The date and time that the vehicle first entered service.

- iv. num_days_in_service (float): The number of days the vehicle was in service during the month in question, including days when no rides were taken.
 - v. mean_trip_length (float): The mean length of trips taken on the vehicle in the month in miles.
 - vi. median_trip_length (float): The median length of trips taken on the vehicle in the month in miles.
 - vii. std_trip_length (float): The standard deviation of the length of trips taken on the vehicle in the month.
 - viii. maintenance (integer): The number of instance that the vehicle was removed from service for maintenance during the month in question.
 - ix. exit_service (datetime): The date and time that the vehicle exited service and was decommissioned. If the vehicle has not been decommissioned, this field is “null.”
- c. Aggregated trip data in “[YYYY-MM]_[operator]_trips.csv.” “Trips.csv” shall consist of one row per trip taken during the relevant month with the following headers:
- i. trip_id (string): A unique identifier for the trip.
 - ii. vehicle_id (string): Vehicle identifier for the trip. Should appear in vehicles.csv.
 - iii. vehicle_type (string): Description of vehicle type. This may be either “bicycle,” “e-bike,” “scooter,” or another type of permitted vehicle that must be specified.
 - iv. start_lat (float): The starting latitude of the trip.
 - v. start_lon (float): The starting longitude of the trip.
 - vi. end_lat (float): The ending latitude of the trip.
 - vii. end_lon (float): The ending longitude of the trip.
 - viii. start_time (datetime): The date and time the trip started.
 - ix. end_time (datetime): The date and time the trip ended.
 - x. trip_length (float): The length of the trip in miles.
- d. Records of waypoints from on-trip vehicles in “[YYYY-MM]_[operator]_waypoints.csv.” In “waypoints.csv” each row should represent a waypoint. Waypoints should be provided at frequencies of no less than one per 90 seconds. This data can be provided in GeoJSON. Rows should have the following headers:
- i. trip_id (string): The id of the trip associated with the waypoint.
 - ii. lat (float): The latitude of the waypoint.
 - iii. lon (float): The longitude of the waypoint.
 - iv. time (datetime): The date and time of the waypoint.
2. If a trip spans a month boundary, please include it in the report for the month it started in. That is, if a trip started at 2018-02-28T23:55:01Z and

ended at 2018-03-01T00:05:43Z, please include it in the February report and not the March report.

3. Permit holders shall provide a summary report titled “[YYYY-MM]_[operator]_summary.csv.” “Summary.csv” shall consist of one row of data for the relevant month with the following headers:
 - a. total_trips (integer): The total number of trips.
 - b. total_vehicles (integer): The total number of vehicles in fleet.
 - c. nonoperational_LS (integer): The total number of vehicles removed from service because of theft or property loss.
 - d. nonoperational_M (integer): The total number of vehicles removed from service because of maintenance.
 - e. M_lights (integer): The total of instances that lights or the lighting system were repaired on vehicles.
 - f. M_wheeltire (integer): The total of instances that wheels or tires were repaired on vehicles.
 - g. M_seat (integer): The total of instances that seats were repaired on vehicles.
 - h. M_brakes (integer): The total of instances that brakes or the braking system were repaired on vehicles.
 - i. M_frame (integer): The total of instances that frames (including handle bars and pedals) were repaired on vehicles.
 - j. M_gearsystem (integer): The total of instances that gears and the gear system were repaired on vehicles.
 - k. M_lock (integer): The total of instances that locks and the locking system were repaired on vehicles.
 - l. M_battery (integer): The total of instances that batteries and power systems were repaired or replaced on vehicles. This does not include charging.
 - m. M_otherrepair (integer): The total of instances that other repairs not specified were completed on vehicles.
4. Permit holders must also provide:
 - a. Safety reports on any crashes involving Permit holder’s dockless vehicles. The reports shall include the date and time of the incident, vehicle ID, location of incident (geo coordinates), traveling path of vehicle (sidewalk, bike lane, travel lane), the severity of the incident (fatality, hospitalized injury, unhospitalized injury, and/or property damage), if an electrified vehicle was involved, and if an Metropolitan Police Department crash report was filed. A brief narrative should accompany the report. When available, the speed of all vehicles involved in the crash shall also be provided.
 - b. Parking report that details the instances of illegal parking. This report shall include the date and time of each parking complaint, the location (geo-coordinates), the type of complaint (e.g. obstructing the sidewalk,

obstructing a curb ramp, locking to an inappropriate piece of street infrastructure, parking on private property or federal land, etc.) and the time to remedy the complaint.

5. During the permit period, DDOT may require the permit holder to conduct a member survey. Survey questions shall be submitted to DDOT for review prior to initiating the survey. Survey results shall be shared with DDOT.
6. Permit holder agrees that DDOT may use a third-party researcher to evaluate the Dockless Vehicle Sharing program.
7. Permit holder agrees to complete a DDOT questionnaire that describes the basic technological requirements of the permit holder's operating model, including but not limited to the specification of geolocation technology used, where geolocation hardware is located on the vehicle, and whether or not a customer's smartphone geolocation capability is necessary to locate the permit holder's vehicles.
8. Permit holder must provide geographic data identifying its staging areas for dockless sharing vehicles from the prior month of operations. This data should be provided in GeoJSON.

I. Criminal Investigation

1. In the event a permit holder's dockless vehicles are involved in criminal activity, permit holder will provide the D.C. Metropolitan Police Department with any available data pertaining to the recent locations of dockless vehicles and customer information pertaining to recent rentals of dockless vehicles. Information requested will be subject to District and federal law as appropriate.
2. For emergency cases involving the imminent threat of death or serious physical injury to any person or place, the permit holder must have an established Emergency Disclosure Request process to allow the release of data and customer information to a law enforcement agency.

J. Insurance

1. At all times during the term of this Permit and any use of the public right-of-way by Permit holder pursuant to this Permit, Permit holder shall maintain the insurance coverage set forth below:
 - a. Commercial General Liability Insurance coverage of One Million Dollars (\$1,000,000) per occurrence with the District as an additional insured;
 - b. Workers' Compensation Insurance coverage for all employees involved in operations pertaining to this Permit including Employer's Liability Insurance coverage of at least One Hundred Thousand Dollars (\$100,000) per occurrence. Permit holder agrees to comply at all times

with the provisions of the Workers' Compensation laws of the District;
and

- c. Insurance policies shall be written with responsible companies licensed by the District of Columbia Department of Consumer & Regulatory Affairs.

K. Indemnification.

1. Permit holder shall defend, indemnify and hold harmless the District, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries (collectively "the Indemnified Parties"), from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney's fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of any and all legal liabilities associated with the use of the public right-of-way by Permit holder's vehicles, provided that Permit holder shall not be so obligated in the event that the claim or occurrence at issue arose out of the gross negligence or willful misconduct of the Indemnified Parties or any one of them.
2. Permit holder also agrees to hold harmless the District and its officers and employees for any loss or damage to persons or property, arising out of or in any way related to Permit holder's use of the public space, public right-of-way, or public structure.

L. Advertising.

1. Permit holder shall not advertise or publish DDOT or the District government's participation in or endorsement of the program in Permit holder's marketing or promotional materials without DDOT's prior written consent.
2. Permit holder shall not utilize its vehicles for the sale or display of third party advertising.

M. Anti-competitive behavior

Permit holder agrees not to engage in anti-competitive behavior with other dockless sharing vehicle operators, including falsifying data and sabotaging vehicles.

N. Revocation of Permit

1. DDOT may revoke the permit holder's permit, permit for failure to comply with any of these terms and conditions.

2. In the event DDOT revokes the permit holder's permit, permit holder shall remove its vehicles from public space within fifteen (15) business days. DDOT may impound vehicles that are not removed from public space.
3. DDOT, in its sole discretion and without prior notice, may remove dockless sharing vehicles from the public right-of-way if an emergency arises. In such instances, DDOT will attempt to notify the permitted operator as soon as reasonably practicable thereafter.

Article III. Key Officials and Contact Persons

All notices, requests, modifications, and other communications that are required to be in writing shall be personally delivered or mailed via first class mail or emailed to the addresses below:

A. For DDOT
 KEY OFFICIAL:
 Jeffrey Marootian, Director
 55 M Street, SE
 Washington DC 20003
 202-671-2740 (office)
 202-671-0617 (fax)
 jeff.marootian@dc.gov

B. For Permit holder
 KEY OFFICIAL

CONTACT PERSON
 Kim Lucas, Sustainable Transportation Manager
 55 M Street, SE
 Washington DC 20003
 202-671-0534 (office)
 kimberly.lucas@dc.gov

CONTACT PERSON

Permit holder may change the persons, addresses, and numbers for receipt of notices, requests, modifications and other communications by written notice to DDOT at the last noticed address.

Article IV. Effective Date, Term of Permit, and Modification

- A. The Permit shall be effective on January 1, 2019, and shall remain in effect until December 31, 2019.
- B. Any modification of this Permit shall be valid only if approved by DDOT in writing.

Article V. Required and Standard Clauses

- A. **Monitoring and Records.** Permit holder will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable

requirements. DDOT shall maintain records of all actions taken pursuant to the Permit and these terms and conditions and shall make records available to Permit holder for inspection, if requested.

- B. **Assignment**. No transfer or assignment of the Permit, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by DDOT.
- C. **Confidential Information**. DDOT and Permit holder will use, restrict, safeguard and dispose of all information related to the Permit and these terms and conditions, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either DDOT or Permit holder in the performance of responsibilities associated with the Permit and these terms and conditions shall remain the property of DDOT.

Article VI. Affirmations

- A. **Authority**. Permit holder has the power to enter into this Permit and the undersigned has full power, authority and legal right to enter into this Permit and to undertake the implementation of the Permit contemplated herein.
- B. **Tax Certificate**. Permit holder certifies that it has paid all of its taxes and is in good standing with the Office of Tax and Revenue as of the date of this Agreement and has a Clean Hands Certificate from the Office of Tax and Revenue dated this year.
- C. **Good Standing**. Permit holder certifies that it is in good standing with the Department of Consumer and Regulatory Affairs and has a Certificate of Good Standing from the Department of Consumer and Regulatory Affairs dated this year.

Article VII. Termination

Notwithstanding the provisions in Article III and the Revocation clause of the Permit, DDOT may terminate the Permit and these terms and conditions in whole or in part by giving reasonable advance written notice to Permit holder.

[The rest of this page is left intentionally blank. Signatures are listed on the next page.]

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the date specified below. By signing below, [PH NAME] agrees to be bound by these terms and conditions.

[PH NAME]

By: _____ Date: _____
[NAME]
Authorized Representative – [PH NAME]

By: _____ Date: _____
[NAME]
Authorized Representative – [PH NAME]