

**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]**

Preamble

The Permit is being granted to **[PH NAME]** (“PH NAME” or “Permit Holder”),

WHEREAS, the purpose of the Permit is to provide [PH NAME] with an occupancy permit for operating personal delivery devices on public sidewalks and crosswalks in the District, and transitorily on public thoroughfares interconnected to sidewalks and crosswalks;

WHEREAS, the Government of the District of Columbia (“the District”) owns such sidewalks, crosswalks, and public thoroughfares and has authority over public spaces;

WHEREAS, the D.C. Code authorizes the Mayor, or her agent, designee, or representative to impose such conditions on the issuance of said Permit as the Mayor may require, D.C. Official Code §§ 10-1141.01 et seq. and D.C. Official Code §§ 50-921.05 and 50-921.06;

WHEREAS, a “personal delivery device” or “PDD” is defined as a device powered by an electric motor: (i) intended to transport property on sidewalks and crosswalks, (ii) weighing less than ninety (90) pounds, excluding any property being carried in the PDD, (iii) having a maximum speed of ten (10) miles per hour, and (iv) capable of transporting items with or without an operator directly controlling the device;

WHEREAS, Personal Delivery Devices may operate in the District of Columbia, subject to permits issued by the Department of Transportation, pursuant to the “Personal Delivery Device Act of 2018,” effective July 17, 2018 (D.C. Law 22-137; D.C. Official Code §§ 50-110.01 et seq.) (hereinafter referred to as the “Act”);

WHEREAS, DDOT has prepared the terms and conditions of the Permit as set out below (“Terms and Conditions”); and

NOW, THEREFORE, based upon the above recitals, **[PH NAME]** hereby agrees to the following Terms and Conditions of the Permit as follows:

Article I **Responsibilities of Permit Holder**

- A. Use of Public Space.** Permit Holder shall pay a non-refundable application fee as outlined in Article II for permission to use the public right of way in the District, subject to the Terms and Conditions of this Permit.
- B. Certification.** [PH NAME] certifies the following:
 - 1. **Safe Operation:** Each PDD will be operated in a safe and non-hazardous manner while travelling on District sidewalks, crosswalks, and public thoroughfares interconnected to sidewalks and crosswalks;

2. Safety Data Recording and Sharing: Regarding [PH NAME]' PDDs, [PH NAME] shall document and report to DDOT every incident involving: an injury to an individual and/or animal; every incident resulting in damage to public space or private property; and collisions involving a PDD and any form of traffic or property.
 - a. These incident reports shall be provided in machine readable, Comma Separated Values (CSV) spreadsheet format, and include the following:
 - i. The date and time of the incident,
 - ii. Device ID,
 - iii. Location of incident (geo coordinates),
 - iv. Traveling path of device (sidewalk, crosswalk),
 - v. The severity of the incident (hospitalized injury, unhospitalized injury, and/or property damage),
 - vi. Whether a Metropolitan Police Department report was filed, and
 - vii. A brief narrative to accompany the report.
 - b. [PH NAME] shall transmit incident reports to DDOT within twenty-four (24) hours of an incident involving damage to private property or the public space and within six (6) hours involving an injury to a person and/or animal. In addition, the data that captures the incident shall be stored, maintained, and readily available for retrieval by DDOT.
3. Device Cyber Security: [PH NAME] shall minimize cyber security vulnerabilities and risks of cyber security threats .
4. Operational Data Recording and Sharing: Permit Holder shall follow all data standards as listed by the District. DDOT will provide the Permit Holder with a thirty (30)-day notice of any updates to data standards.
 - a. In machine readable, Comma Separated Values (CSV) spreadsheet format unless otherwise specified, [PH NAME] shall document and share with DDOT monthly reports on the following metrics:
 - i. The total number of PDDs operating and any change in the number of PDDs during the month;
 - ii. The total number of PDD trips and deliveries completed by each PDD;
 - iii. The total number of trips and deliveries in aggregate for all PDDs operated by Permit Holder;
 - iv. The average duration of time traveled, distance traveled, and speed for all PDD deliveries;
 - v. The duration of time, distance traveled, and route for each PDD delivery;
 - vi. A heatmap showing the frequency of routes PDDs have traveled in aggregate in Geographic Information Systems (GIS) and as an image file;
 - vii. A heatmap showing the frequency of routes each PDD has traveled, in Geographic Information Systems (GIS) and as an image file;
 - viii. A description and names of the Permit Holder's commercial partner(s);
 - ix. Where possible, retailers' delivery data before and after the implementation of PDD delivery, e.g., the average number of deliveries and distance traveled;
 - x. Any relevant or applicable information concerning the physical condition of sidewalks and barriers to accessibility; and

- xi. The nature and location of any security incidents involving theft or vandalism of PDDs, as well as any incidents involving external breaches of the PDDs' security systems.
- b. [PH Name] shall maintain and make available to the Director upon request a cumulative list of all PDDs, along with their serial numbers, operating in the District for the duration of the Permit.
- c. [PH NAME] shall notify the Director of the location of an operational hub within the District if one exists, from which PDDs are deployed and maintained.

C. Operations:

1. A PDD may operate on sidewalks and crosswalks under the jurisdiction of the District of Columbia, and transitorily on public thoroughfares interconnected to sidewalks and crosswalks.
2. To operate in the District, a PDD shall:
 - a. Be operated in a safe and non-hazardous manner so as not to endanger pedestrians, bicyclists, other lawful users of public space, or property;
 - b. Not be staged or stored in the public space, provided Permit Holder may submit a request in writing for the Director to grant an exception based on individual circumstances or demonstrated hardship;
 - c. Not operate at a speed above ten (10) miles per hour;
 - d. Have a gross weight of less than ninety (90) pounds, excluding cargo;
 - e. Not unreasonably interfere with pedestrian or bicycle traffic;
 - f. Have the same obligations and rights-of-way as a pedestrian under similar circumstances, except that a PDD shall yield the right-of-way to traffic;
 - g. Shall not transport any hazardous materials or waste;
 - h. Obey all traffic and pedestrian control signals and signs;
 - i. Be visible from a distance of at least three hundred (300) feet under normal atmospheric conditions during the day and night;
 - j. Be illuminated by front and back lights at all times when the personal delivery device is in the public space;
 - k. Be maintained in good working order, including a clean and undamaged exterior;
 - l. Display the legal name, website, business address, and customer service telephone number of the personal delivery device operating company and the personal delivery device's unique identification number, clearly and conspicuously both in English lettering or Arabic numerals and in Braille;
 - m. Not display any advertising of any kind, other than the information specified in I.D(2)(l) and the name of the personal delivery device permitted operator's commercial partner, unless permission is granted by the Director; and
 - n. Alert the personal delivery device operator if a technology failure or loss of communication occurs and, if the personal delivery device operator is unable to assume direct control of the device, come to an off-roadway stop.
 - i. If a personal delivery device comes to an off-roadway stop under the circumstances described in this subsection, the owner of the personal delivery device shall remove the personal delivery device within twenty-four (24) hours.
3. During all hours in which the PDDs are operating in the District, [PH NAME] shall have District-based personnel available to manage and maintain the PDDs.

4. Before beginning PDD operations in any Advisory Neighborhood Commission (ANC), the Permit Holder shall notify, by mail and email, the following individuals:
 - a. The ANC Chair of the ANC in which the commercial partner is located;
 - b. The Single Member District (SMD) representative for the SMD in which the commercial partner is located; and
 - c. The SMD representatives within a half-mile radius of the commercial partner.

D. Fleet Size and Increases

1. The maximum number of PDDs the Permit Holder may operate (the “maximum fleet size”) shall initially be forty (40) PDDs.
2. The Permit Holder may apply for an increase of up to twenty (20) devices per application to the permit’s initial maximum fleet size if the Permit Holder demonstrates that it meets the following criteria:
 - a. Has, per permitted fleet size increase application, at least one unique commercial partner in either Ward 5, Ward 7, or Ward 8;
 - b. Has not applied for a permitted fleet size increase in the previous fourteen (14) days;
 - c. Has been a PDD permitted operator for at least the ninety (90) days prior to the submission of the permitted fleet size increase application;
 - d. Has submitted on time all data reporting requirements for at least the previous three (3) months; and
 - e. Can demonstrate that its fleet has, on average, made or attempted to make at least one (1) delivery per week, per device, over the past three (3) months.
3. In order to apply for a fleet increase, the Permit Holder shall provide the Director with the following information:
 - a. Contact information of the unique commercial partner as described in section D(2)(a) of this Article; and
 - b. Data demonstrating that the Permit Holder’s fleet has met the requirement described in section D(2)(e) of this Article.

E. Maintenance: A PDD on public space shall be maintained in good working order, including the following:

1. Any vandalized or otherwise damaged PDD shall be removed from operations within twenty-four (24) hours, and shall remain out of service until the underlying vandalism or damage has been corrected;
2. The exterior of the PDD shall be reasonably clean and free of dents, blemishes, and discoloration.

F. Advertising: [PH NAME] is permitted to discuss, market, and promote the fact that it is participating in a DDOT PDD Program. However, [PH NAME] shall not represent that DDOT (or the District Government) is specifically endorsing [PH NAME]’ PPDs in any of its discussion, marketing, or promotional materials. Other than the name [PH NAME], the device’s serial

number, [PH NAME]'s customer service number, and the name of [PH NAME]'s commercial partner, the PDD shall not contain any advertising of any kind, including the name, logo, or insignia of any other entity, unless permission is granted by DDOT.

- G. **Customer Service.** [PH NAME] shall provide a customer service representative, during [PH NAME]'s PDD operational hours in addition to regular business hours of 8:00am–5:00pm, seven (7) days per week, fifty-two (52) weeks a year (excluding Federal and District recognized holidays), at no cost to the District.
1. During non-business or non-operational hours, [PH NAME]' customer service representative shall maintain a voicemail system and respond to inquiries within twenty-four (24) hours of request.
 2. [PH NAME]'s customer service representatives shall be competent and knowledgeable about the program in the District and able to answer questions and provide information including, but not limited to, PDD operations for [PH NAME].
 3. District residents and the public shall be able to report safety, accessibility, and technology concerns and ask questions by calling [PH Name]'s customer service number that is prominently displayed on the PDDs.
 4. [PH NAME] shall ensure that DDOT has current information on the phone number for the service.
- H. **Relocating and Removing PDDs.** An authorized agent of the District Government or the US Government may.
1. Relocate a PDD under circumstances where crowd control or public safety is an immediate concern;
 2. Replace a fallen PDD to its upright operating position; and
 3. Move a malfunctioning/misguided PDD to its set path or course.
- I. **Penalties and Fines.** [PH NAME] shall be financially responsible for any/all penalties and fines, as a result of permit violations or other enforcement actions
- J. **Indemnification.** [PH NAME] shall defend, indemnify and hold harmless the District and its respective officers, directors, employees, agents, servants, and successors (collectively “the Indemnified Parties”), from and defend them against any expenses (including, but not limited to, court costs and reasonable attorneys’ fees), loss, costs, damage, claim or liability paid, suffered or incurred as the result of any breach by [PH NAME] or its agents, employees, or contractors of any condition of this Permit, and any and all claims, actions, damages, liability and expense (including, but not limited to, court costs and reasonable attorneys’ fees) in connection with loss of life, personal and/or bodily injury and/or damage to property arising from or out of [PH NAME]' or its agents', employees', or contractors' negligent or intentional acts of omissions relating to the use of public space by PDDs under this Permit, however this indemnification shall not apply to any such injury, loss, damage or liability arising from the gross negligence, or willful misconduct on the part of any of the Indemnified Parties.

If an Indemnified Party seeks indemnification under this Permit, it shall give [PH NAME]: (i) reasonably prompt notice of the relevant claim; provided, however, that failure to provide such

notice shall not relieve [PH NAME] from its liability or obligation under this Permit except to the extent that [PH NAME] is materially prejudiced as a direct result of such failure, and (ii) reasonable cooperation in defense of such claim.

K. Insurance Coverage:

1. **GENERAL REQUIREMENTS.** The Permit Holder at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Permit Holder shall have its insurance broker or insurance company submit a Certificate of Insurance to the DDOT'S Contact giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the DDOT'S Contact. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Permit Holder decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Permit Holder shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by DDOT's Contact, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Permit Holder and DDOT's Contact. The Permit Holder must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Permit Holder decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Permit Holder.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Permit Holder and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Permit Holder or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Permit Holder or its subcontractors, and not the additional insured. The additional insured status under the Permit Holder's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by DDOT's Contact in writing. All of the Permit Holder's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the

performance of this Statement of Work by the Permit Holder or its subcontractors, or anyone for whom the Permit Holder or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Permit Holder and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Permit Holder and subcontractors.

- a. Commercial General Liability Insurance (“CGL”) - The Permit Holder shall provide evidence satisfactory to DDOT’s Contact with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by DDOT’s Contact in writing), covering liability for all ongoing and completed operations of the Permit Holder, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
- b. Automobile Liability Insurance - The Permit Holder shall provide evidence satisfactory to DDOT’s Contact of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Permit Holder, with minimum per accident limits equal to the greater of (i) the limits set forth in the Permit Holder’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- c. Workers’ Compensation Insurance - The Permit Holder shall provide evidence satisfactory to DDOT’s Contact of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer’s Liability Insurance - The Permit Holder shall provide evidence satisfactory to DDOT’s Contact of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph (c) shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

- d. Cyber Liability Insurance - The Permit Holder shall provide evidence satisfactory to DDOT's Contact of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Permit Holder in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage.
 - e. Commercial Umbrella or Excess Liability - The Permit Holder shall provide evidence satisfactory to DDOT's Contact of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Permit Holder's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
2. PRIMARY AND NONCONTRIBUTORY INSURANCE. The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
 3. DURATION. The Permit Holder shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
 4. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the Permit Holder's liability under this contract.
 5. PERMIT HOLDER'S PROPERTY. Permit Holder and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
 6. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Permit Holder shall include all of the costs of insurance and bonds in the contract price.

7. NOTIFICATION. The Permit Holder shall ensure that all policies provide that DDOT's Contact shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Permit Holder shall provide DDOT's Contact with ten (10) days prior written notice in the event of non-payment of premium. The Permit Holder will also provide DDOT's Contact with an updated Certificate of Insurance should its insurance coverages renew during the contract.
8. CERTIFICATES OF INSURANCE. The Permit Holder shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to the contact person specified in Article III.

DDOT's Contact may request, and the Permit Holder shall promptly deliver, updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Permit Holder expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to DDOT's Contact prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to DDOT's Contact on an annual basis as the coverage is renewed (or replaced).

9. DISCLOSURE OF INFORMATION. The Permit Holder agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Permit Holder, its agents, employees, servants or subcontractors in the performance of this contract.
10. CARRIER RATINGS. All Permit Holder's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

Article II **Permit Fee, Performance Bond, Document Submission and Affirmations**

- A. **Permit Fee.** [PH NAME] shall pay DDOT a nonrefundable annual permit fee of one hundred and twenty dollars (\$120) for each permitted PDD.
- B. **Performance Bond:** 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 devices that are unsafe, unpermitted, or abandoned, or if the District must remove, relocate, impound, or store personal delivery devices due to improper parking, safety hazards, or any other violation of these regulations or the terms and conditions of these terms and conditions.

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.

- C. Document Submission.** [PH NAME] shall submit, with a signed copy of this Terms and Conditions, the following documents:
 - 1. A Basic Business License from the Department of Consumer and Regulatory Affairs (DCRA)
 - 2. A Certificate of Good Standing from Department of Consumer and Regulatory Affairs (DCRA)
 - 3. A Certificate of Clean Hands from the Office of Tax and Revenue (OTR)
 - 4. Certificates of Insurance referenced in Article I, Section J.8
 - 5. Proof of Bond and Bond Acceptance
 - 6. Device certification demonstrating that its PDDs meet a standard that provides sufficient safety protections and conforms to all applicable federal and District safety laws and regulations.

- D. Affirmations.** [PH NAME] affirms that:
 - 1. Its application for this permit certified that each PDD that the Permit Holder seeks to operate complies with the requirements specified in the Personal Delivery Device Act of 2018, effective July 17, 2018 (D.C. Law 22-137; D.C. Official Code §§ 50-110.01 et seq.);
 - 2. The person signing the application has reviewed the Terms and Conditions, and all required documents, certifications and attachments, and has determined that the information provided is true and accurate; and
 - 3. The person signing the Terms and Conditions, and all required documents, certifications and attachments, is authorized to sign and file them.
 - 4. It has provided DDOT, in writing, the following:
 - a) The proposed geographic locations within the District where Permit Holder intends to operate PDDs;
 - b) The number of PDDs the Permit Holder intends to operate in the District; and
 - c) The overall dimensions of the PDDs being used, including weight, height, width, and length.
 - 5. It has paid DDOT a nonrefundable permit application fee of two hundred and fifty dollars (\$250).

Article III **Key Officials and Contact Persons**

A. For DDOT

B. For [PH NAME]

KEY OFFICIAL

KEY OFFICIAL

Everett Lott
Director
250 M Street, SE

Washington, DC 20003
202-671-2740 (office)
202-671-0617 (fax)
everett.lott@dc.gov

CONTACT PERSON

CONTACT PERSON

Brant Miller
Policy Analyst
250 M Street, SE, 8th Floor
Washington, DC 20003
202-497-3647 (cell)
brant.miller@dc.gov

REGISTERED AGENT

[PH NAME] 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**

1. The Permit shall be effective on the date it is executed and shall remain in effect from [SIGNATURE DATE] until [ONE YEAR FROM SIGNATURE DATE].
2. Any modification of this Permit shall be valid only if approved by DDOT in writing.

Article V **Required and Standard Clauses**

1. **Monitoring and Records.** [PH NAME] will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements. [PH NAME] shall maintain records of the payments made to DDOT, and shall make records available to DDOT for inspection, if requested. DDOT shall maintain records of all actions taken pursuant to the Permit and these Terms and Conditions, and shall make records available to [PH NAME] for inspection, if requested.

All payments shall be subject to audit by the District and assessment or refund if the payment is found to be in error. In the event that such audit results in the assessment of an additional payment to the District, such additional payment may be subject to interest at the rate of one percent (1%) per month retroactive to the date such payment originally should have been paid, which shall be due and payable immediately, in addition to the cost of the audit.

2. **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.

3. **Confidential Information.** DDOT and [PH NAME] will use, restrict, safeguard and dispose of all confidential information related to the Permit and these Terms and Conditions, in accordance with all relevant federal and local statutes and regulations.

Article VI **Suspension or Revocation**

In the event that the Director determines that [PH NAME] has materially violated any of the Terms and Conditions of this Permit, in whole or in part, DDOT shall provide written notice to [PH NAME] of the violation(s). If [PH NAME] does not correct the violation(s)—to the satisfaction of the Director—within ten (10) business days of receiving the above-described notice, DDOT may suspend or revoke the Permit.

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

IN WITNESS WHEREOF, the undersigned has caused this agreement to be executed on the date specified below. By signing below, [PH NAME] agrees to be bound by these Terms and Conditions.

[PH NAME], Inc.

By: _____
Authorized Representative

Date: _____