

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION WASHINGTON, D.C.
TERMS AND CONDITIONS FOR THE
PUBLIC RIGHT OF WAY OCCUPANCY PERMIT FOR
XXX

This Public Right of Way Occupancy Permit (“Permit”) is being granted to **XXX: XXX** (“**XXX**” or “Permit holder”).

RECITALS

WHEREAS, the purpose of this Permit is to allow the Permit holder to park Dockless Bikeshare bicycles and or electric scooters in the public right of way as part of a publicly accessible dockless vehicle sharing program in the District; and

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

WHEREAS, the DC 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 public right of way on a non-exclusive basis for the rental of publicly accessible Dockless Bikeshare bicycles and or electric scooters, so as not to interfere with pedestrian, vehicular or bicycle traffic and only under the terms and restrictions imposed in this Permit in accordance with the provisions of 24 DCMR Chapter 33, as amended; and

WHEREAS, the District has prepared the Permit terms and conditions as set out below; 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 Program:** means a program to rent dockless vehicles for short-term one-way trips without the installation of any infrastructure within the District other than the deployment of vehicles.
- B. Dockless Sharing Vehicle:** means a shared-mobility vehicle that is available to rent in public space, 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).
- C. Dockless Bicycle:** means a bicycle that is available to the public for rental purposes that does not require any specialized installations of equipment other than the vehicle itself. Dockless bicycles can be located and unlocked using a smartphone application, or by manually entering a customer’s account number. A dockless bicycle shall be a bicycle as defined in D.C. Official Code §50-1609(1), or motorized bicycle as defined in D.C. Official Code §50-1108 and 18 DCMR 9901.
- D. Dockless Electric Scooter:** means a motorized standing scooter with tandem wheels that is available to the public for rental purposes that does not require any specialized installations of equipment other than the vehicle itself. Dockless electric scooters can be located and unlocked using a smartphone application. A dockless electric scooter shall be considered a personal mobility device, as defined in D.C. Official Code § 50-2201.02(13).

Article II. Responsibilities of Permit holder

A. Fleet

1. Permit holder shall provide a minimum of 50 dockless sharing vehicles in the District. Permit holder is authorized to provide up to a maximum of 400 dockless sharing vehicles in the District.
2. Permit holder shall ensure each dockless sharing vehicle is in working order, well-maintained, and clean.
3. Permit holder shall affix its logo to each dockless sharing vehicle in the District so that it is clearly visible and shall not allow other logos or advertisements to appear on any dockless sharing vehicle.
4. Permit holder shall provide at minimum a toll-free telephone number and website address on each dockless sharing vehicle stating how to report an incorrectly parked dockless sharing vehicle.
5. Permit holder shall certify that all dockless bicycles deployed meet the standards outlined in 16 CFR Part 1512 and DCMR Title 18, Section 1204.
6. Permit holder shall certify that all dockless electric scooters deployed meet the standards outlined in DCMR Title 18, Section 1204.
7. 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.

B. Parking

1. Dockless sharing vehicles must be parked:
 - a. To 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 vehicular travel area for any vehicle.
 - e. Outside of any protected tree planting or landscaped area.
 - f. Otherwise in accordance with DCMR Title 18, Section 1209.3.
2. Permit holder will use all of its communication platforms to educate users on proper dockless sharing vehicle parking.
3. Permit holder will remove improperly parked dockless sharing vehicles in accordance with local law and without prior notice from the District of Columbia.
4. When a dockless sharing vehicle is incorrectly parked Permit holder shall move that dockless sharing vehicle within two (2) hours of notification, including notifications through its communication platforms.

C. Distribution of Dockless Vehicles

1. Permit holder shall make dockless sharing vehicles available to all in the District and maintain dockless sharing vehicles in each Ward.
2. Permit holder will relocate dockless sharing vehicles to eliminate an over-concentration of dockless sharing vehicles within two (2) hours if notified by the District of public access and safety concerns.

D. Data

1. Permit holder shall provide a publicly accessible application program interface that shows at a minimum the current location of any dockless sharing vehicle available for rental at all times, which includes the type of vehicle. Data must be in General Bikeshare Feed Specification format.

E. Reporting

1. Permit holder shall provide a monthly report that provides the following information, categorized by vehicle type:
 - a. Number of rides for the previous month, by vehicle type.
 - b. Number of Dockless sharing vehicles in service for the previous month.
 - c. Anonymized trip data taken by Permit holder's dockless sharing vehicles that includes the origin and destination, trip duration, date and time of trip, and route traveled,
 - d. Safety reports on any crashes involving Permit holder's dockless sharing vehicles.
 - e. Aggregated repair information on Permit holder's dockless sharing vehicles by type of repair.

- f. Any instances of illegal parking or rebalancing necessitated by item C3.
2. During the permit period, Permit holder shall 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.

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

G. 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.

H. Advertising.

1. Permit holder shall not advertise or publish DDOT or the District of Columbia 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 dockless sharing vehicles for the sale or display of third party advertising.

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

B. XXX

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

KEY OFFICIAL:

CONTACT PERSON
Sam Zimbabwe, Chief Project Delivery Officer
55 M Street, SE
Washington DC 20003
202-671-2542 (office)
Sam.Zimbabwe@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 May 1, 2018 and shall remain in effect until August 31, 2018. Unless otherwise noted in Article V B. of these terms and conditions, renewals to the Permit shall be effective on the day following the last day of effectiveness of the previous Permit.
- 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.** Grantee 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.** Grantee 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, **XXX** agrees to be bound by these Terms and Conditions.

XXX

By: _____ Date: _____

Name, Title

Authorized Representative – **XXX**