

License Agreement for Shared Scooter-Only Pilot Program - Lime Scooters

This License Agreement ("Agreement") is made this 7 of April 2019, by and between the City of South Lake Tahoe ("City") and Neutron Holdings, Inc. DBA Lime ("Lime") for a shared scooter-only pilot program.

RECITALS

1. A goal of the City is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility.
2. Sharable micro-mobility devices, such as electric scooters, are a component to help the City achieve its transportation and environmental goals and the City desires to make electric scooter share services available to residents, those who work in the City, and visitors.
3. Lime is a qualified provider of micro-mobility device share and related mobility products and services and proposes to operate an electric scooter share program within the City.
4. Lime will abide by all City ordinances and rules governing the use of public space to efficiently and effectively provide electric scooter share services.
5. Lime possesses GPS, 3G, and self-locking technology in its electric scooter fleet such that electric scooters may be locked and opened by Lime customers with a mobile application and tracked to assist operations and maintenance.

Agreement

1. Use of City Property. City authorizes Lime to use the City right-of-way for the purposes set forth in Section 2 of this agreement. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City Property.
2. Permitted Use. Lime customers may use the City right-of-way solely for parking of electric scooters owned and operated by Lime. Lime shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.
 - a. Use of the City right-of-way, and Lime's operations within the City, shall, at a minimum: (a) not adversely affect City Property or the City's streets, roadways, bike lanes, or sidewalks; (b) not adversely affect the property of any third parties; (c) not inhibit pedestrian or vehicular movement within the City right-of-way or along other property or rights-of-way owned or controlled by the City and (d) not create conditions which are a threat to public safety and security.

- b. Upon termination of this Agreement by either party, Lime shall, at its sole cost and expense, remove its property from the public right-of-way within seven (7) days of the date of termination.
- c. Lime shall not introduce additional mobility devices, other than electric scooters, without first receiving City approval.

3. Electric Scooter Parking.

- a. Electric scooters may be located on the City right-of-way or other public property so long as they do not obstruct or interfere with the public's use of said right-of-way or property.
- b. Electric scooters shall be parked on a sidewalk or other hard surface, in a manner that would not impede the normal and reasonable pedestrian access on a sidewalk and provides a minimum of three (3) feet of a pedestrian walkway, in compliance with the Americans with Disabilities Act.
- c. Electric scooters may not be parked in a manner that would impede or obstruct vehicular traffic on a street or alley.
- d. Electric scooters shall not be parked in a manner on the sidewalk that impedes or obstructs access to the following:
 - 1. ADA parking zones;
 - 2. Street furniture that requires pedestrian access (i.e., benches, parking pay stations, bus shelters, etc.)
 - 3. Curb ramps;
 - 4. Entryways; and
 - 5. Driveways.
- e. Electric scooters shall not be parked on the sidewalk in a manner that impedes or obstructs:
 - 1. Sidewalk cafes or parklets;
 - 2. Transit zones, including bus stops, shelters, passenger waiting areas and bus staging zones, except at existing bicycle racks;
 - 3. Loading zones; and
 - 4. Landscape planting beds or other landscape materials.
- f. Incorrectly parked electric scooters shall be moved within four (4) hours of notice from the City to Lime. Lime shall provide the name, telephone number, and email of a person or persons to be available to receive complaints 24 hours a day, 7 days a week.
- g. The City may remove an electric scooter from the City's right-of-way if it creates a hazard that threatens the health, safety and welfare of citizens. In such instances,

the City will notify Lime as soon as reasonably practicable thereafter. *((If the City, must remove an electric scooter, Lime shall be charged a relocation fee of \$35.00.))*

- h. Lime will work with the City to identify designated parking locations in safe areas, and to explore incorporating no-parking zones within the Lime app. Priority areas for geo-fencing to establish zones where electric scooters are not allowed are Heavenly Village and Lakeview Commons. Lime will cooperate with the City to establish effective geo-fencing in these areas.
4. Loss or Damage: City assumes no liability for loss or damage to Lime's electric scooters or other property. Lime agrees that City is not responsible for providing security at any location where Lime's electric scooters are stored or located, and Lime hereby waives any claim against City in the event Lime's electric scooters or other property are lost or damaged.
5. Customer Safety: Lime shall include images and texts within the Lime app and website of how to properly ride and park electric scooters, as well as the age limitation (18 year or older) for riding Lime electric scooters. Lime shall require a valid driver's license per electric scooter rented, in order to help prevent use of electric scooters by minors. Lime shall limit the motorized-assisted speed of electric scooters to no more than 15 miles per hour. Lime may coordinate with the City and local partners to encourage and promote helmet usage.
6. Maintenance and Care of City Property: Lime expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the Lime's use of City Property. Should Lime fail to repair, replace or otherwise restore such real or personal property, Lime expressly agrees to pay City's costs in making such repairs, replacements or restorations.
7. Fleet Size Limit: Lime shall maintain a fleet of no more than 550 electric scooters. Lime shall submit to the City a proposed schedule for gradually ramping up the fleet size over the term of the Agreement, for City Manager approval. Electric scooters shall be equipped with GPS technology or other installed software in order to track and manage the fleet's operations. Lime may request to increase the fleet limit, which the City Manager may grant based on Lime's performance under this Agreement.
8. Term Fees: Lime shall submit a fee of five cents (\$0.05) per trip taken on any Lime electric scooter from the fleet deployed in the City. The per-trip fee shall be invoiced monthly based on data provided by Lime in accordance with Section 12 (Data Sharing), and Lime shall submit payment within 30 days of receipt of the invoice.
9. Indemnification.
 - a. Lime will indemnify, defend, and hold harmless the City and its affiliates, officers, directors, shareholders, members, employees, agents, successors and

assigns (collectively, the “Indemnified Parties”) from and against any third party liability, actions, claims, demands, costs, losses or damages, including reasonable attorneys’ fees (collectively, “Claims”), resulting from or arising out of this Agreement, or which are related to Lime’s (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by Lime (including its officers, managers, employees, contractors, agents, and volunteers) or its customers, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or mis-placement of any of Lime’s electric scooters except as set forth in Section 8(b) hereof.

- b. Lime will not indemnify, defend or hold harmless the City or the City’s Indemnified Parties from and against all Claims resulting from or arising out of the negligence or willful misconduct of the City or the City’s Indemnified Parties, for which Lime shall have no liability hereunder.

10. Insurance. Lime shall procure and maintain for the duration of this agreement insurance against claims for which Lime has indemnified the City pursuant to Section 9 of this Agreement. Each insurance policy shall name the City and its elected or appointed officers, officials, employees, agents, and volunteers as additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; (ii) for any covered claims, Lime's insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of the Lime's insurance and shall not contribute with it; (iii) Lime waives all rights of subrogation against City, its elected or appointed officers, officials, employees, or agents. The insurance required to be provided herein, shall be with insurers possessing an AM Best’s rating of no less than A:VII.

- a. Lime shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and with an aggregate of no more than Two Million and no/100 Dollars (\$2,000,000.00).
- b. Lime shall maintain Workers’ Compensation Insurance and Employer’s Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Lime shall require each subcontractor to similarly maintain Worker’s Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California for all of the subcontractor’s employees.
- c. Lime shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Lime arising out of this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of

not less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

11. Compliance with Law. Lime at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City right-of-way and the operation of its electric scooter share program, including but not limited to laws governing operation of electric scooters. If any license, permit, or other governmental authorization is required for Lime's lawful use or occupancy of City right-of-way or any portion thereof, Lime shall procure and maintain such license, permit and/or governmental authorization throughout the term of this Agreement. City shall reasonably cooperate with Lime, at no additional cost to City, such that Lime can properly comply with this Section and be allowed to use City right-of-way as specified in Section 2, above.
12. Data Sharing. Lime agrees to provide the City with access to an Application Programming Interface (API) offering data about its fleet and trip activity within the City, meeting the requirements of the Mobility Data Specification format. All information hosted within the API or retrieved from the API shall be considered a trade secret and proprietary information of Lime. Lime shall include a survey question in the Lime user app which asks whether the user is a City resident or visitor, and shall provide the survey results to the City at the end of the summer 2019 season.
13. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.
14. Pilot Term. This agreement shall commence on April 16, 2019, (the "Commencement Date") and shall expire on the date that is one (1) year after the Commencement Date unless earlier terminated pursuant to Section 15, below. At the conclusion of the pilot term, the Agreement may be extended by mutual consent of the parties, subject to any new terms agreed between the parties.
15. Termination. This Agreement may be terminated, by either party, for any reason, or for no reason, prior to the expiration date set forth in Section 15, above, upon delivery of at least thirty (30) days' written notice to the receiving party prior to the intended date of termination.
16. Amendment. This Agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written and executed by duly authorized representatives of the parties.
17. Permits. The City shall notify Lime of any local permits required, if any, of the company for its local operation. Lime shall obtain a City business license prior to commencing the permitted use in Section 2, and shall pay the business and professions tax required by South Lake Tahoe City Code Chapter 3.35.

18. Inspection of Records. Lime shall keep true and accurate records showing all trip activity and data within the City. The City shall have the right through its representatives, and at reasonable times, including any time during the one-year period following the termination of the Agreement, to view data as it relates to the amount of trips taken within the City's limits. If such audit reveals that there was a deficiency in the payment of fees under Section 8, then such deficiency shall become immediately due and payable.
19. Applicable Law and Venue. The laws of the California shall govern the interpretation and enforcement of this agreement.
20. Assignment. Lime may not assign its rights under this Agreement.
21. Counterparts and Electronic Signatures. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed electronically.
22. Notices. Any notice required to be given in writing by either party pursuant to this Agreement shall be deemed to have been properly given only if (a) sent by the United States Postal Service, certified mail, postage prepaid, or (b) sent by FedEx or other comparable commercial overnight delivery service, and, in the case of any of the foregoing, addressed to the other party at the addresses set forth below or to such other address as Lime or the City may designate to each other from time to time by written notice. Notices shall be deemed to have been given on the day sent or deposited; provided, however, that any time period for a response or responsive action to such notice shall be measured from the date such notice is actually received (any notice actually received after 5:00 PM at the site of receipt shall be deemed received on the following business day).

- (a) If to Lime: 85 2nd St., First Floor
San Francisco, California 94105
Attention: Legal Department
with a copy to: legal@li.me
- (b) If to the City: City Manager
1901 Airport Road.
South Lake Tahoe, CA 96150
frush@cityofslt.us

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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


CITY:

THE CITY OF SOUTH LAKE TAHOE,
a _____

By: _____ Signed in counterpart _____
Name: _____
Title: _____

LIME:

NEUTRON HOLDINGS, INC.,
a Delaware corporation

By:  _____
Name: Jessie Lucci
Title: Regional General Manager, West

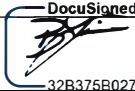
APPROVED AS TO FORM:

**CITY ATTORNEY OF SOUTH LAKE
TAHOE** By: _____ Signed in counterpart _____
Name: _____
Title: _____

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

CITY:

THE CITY OF SOUTH LAKE TAHOE,

a DocuSigned by:



By: _____
Name: Brooke Laine
Title: Mayor

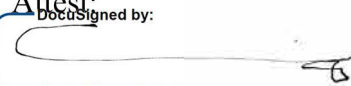
LIME:

NEUTRON HOLDINGS, INC.,
a Delaware corporation

By: Signed in counterpart
Name: _____
Title: _____

APPROVED AS TO FORM:

DocuSigned by:
CITY ATTORNEY OF SOUTH LAKE TAHOE
By: 
Name: Heather Stroud
Title: City Attorney

Attest:
DocuSigned by:

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Susan Blankenship, City Clerk
City of South Lake Tahoe