

Service Agreement - Mobility Device Sharing Services

This Service Agreement (“Agreement”) is made this of____, 2019, by and between the City of Peoria, a Illinois municipal corporation ("City") and Neutron Holdings, Inc., a Delaware corporation, DBA Lime ("Lime").

Agreement

1. Terms of Pilot: The business operations window of the pilot program shall be from April 1, 2020 to June 30, 2020. The City, in its sole discretion, reserves the right to add an additional business operations window for the pilot program. The City also has the right in coordination with the vendor to dictate removal of scooters for any weather related event. City agrees to designate and permit Lime to use, on an exclusive basis, the City Property.
2. Use of City Property. City authorizes Lime to use the public 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 or other rights the City holds in trust for the public.
3. Permitted Use. Subject to City ordinances and State statutes, Lime users may use the public right-of-way for the operation of mobility devices owned and operated by Lime for use in the mobility device share program. Lime shall not place or attach any personal property, fixtures, or structures to City property without the prior written consent of City.
4. Mobility Device Parking. Lime shall instruct Users to not park mobility devices in any location other than upon the City sidewalk in such a manner as to afford the least obstruction of pedestrian traffic and provide a minimum of 4 feet clearance for pedestrians.
5. Lime’s Role and Responsibilities. Lime agrees to assume the following roles and responsibilities:
 - a. Serve as a Point of Contact as follows:
 1. Designate a local person to serve as the central point of contact for communication with the City and its representatives regarding the Program.
 2. Establish a system to receive notifications from the public (including a 24-hour service) regarding broken, damaged or otherwise unusable mobility devices and abandoned mobility devices that have been placed in inappropriate locations.
 - b. Monitor Mobility devices as follows:
 1. Monitor mobility devices locations to promptly identify and remedy breaches of the deployment and parking guidelines in this Agreement.
 2. Prohibit any person under the age of 15 from operating an electric-assisted mobility device of any kind.
 3. Equip all mobility devices to comply with the requirements of applicable Illinois Statutes.

- c. Abide by the following Deployment and Density Guidelines:
 - 1. Mobility devices shall be evenly dispersed throughout the City in a manner that accounts for citizen demand. Lime shall not deploy mobility devices at inappropriate densities and shall monitor mobility devices density at least once every day and relocate mobility devices as needed to comply with these density requirements.
 - 2. Lime shall deploy mobility devices in a manner consistent with the parking guidelines in this Agreement and shall not obstruct footpaths; trails; grassy areas; parking lots or parking spaces of any kind, including street parking, whether public or privately owned; outdoor businesses; building entrances; driveways; bike lanes; or parks.
 - 3. Lime shall deploy and maintain in service a level of mobility devices sufficient to satisfy the demand of the City's residents and visitors. Lime's fleet may be increased based on usage and demand. The City may require Lime to decrease the number of mobility devices in its fleet at any time.

- d. Abide by the following Deployment Guidelines:
 - 1. Lime shall encourage appropriate users' behavior by providing customer education materials that, at a minimum, require users to acknowledge applicable Illinois law.
 - 2. Lime shall not deploy mobility devices in a manner that obstructs safe, accessible and equitable access for people walking or traveling along the street, sidewalk or bike lanes.
 - 3. Where possible, mobility devices shall be deployed near existing bike parking.
 - 4. Mobility devices must not be deployed on sidewalks, paths or trails that are too narrow or busy or in any place where they could pose a safety hazard.
 - 5. Mobility devices must not be deployed on ramps or steps or in places where they interfere with directional assistance to people with vision impairment.
 - 6. Mobility devices must not be deployed in traffic islands, in the street, or in a manner that obstructs the sightlines of any intersection. Micro-mobility devices deployed between the curb and the sidewalk must be parked at least 2 feet from the edge of the curb so as to minimize the risk of mobility devices falling into the street.
 - 7. Mobility devices must be deployed upright and may not be leaned against trees, buildings, poles, traffic lights, benches, or any other structure.
 - 8. Mobility devices must not be deployed in a manner which obstructs access to or from any building.
 - 9. Mobility devices shall not be deployed in landscaped areas.
 - 10. The City may, at any time and in its sole discretion, designate certain areas where mobility devices may not be deployed.

- e. Abide by the following Collection, Relocation and Maintenance Guidelines:
 - 1. All mobility devices deployed by Lime in the City shall be "smart scooters" equipped with self-locking technology and GPS or another comparable tracking technology that allows Lime to manage its mobility device fleet in accordance with the requirements herein.

2. Lime shall cover all maintenance costs for its mobility devices and shall maintain them in an excellent state of cleanliness and repair, in compliance with the requirements of applicable Illinois statutes. Lime shall ensure that all mobility devices are identifiable as Lime mobility devices.
6. The City's Discretion. The City may, in its sole discretion, allow the program by designating certain areas as recommended mobility devices parking spots to assist with the orderly parking of mobility devices throughout the City. The City may also, in its sole discretion, engage local stakeholders by promoting and drawing attention to the program.
7. Loss or Damage: City assumes no liability for loss or damage to Lime's mobility devices or other property. Lime agrees that City is not responsible for providing security at any location where Lime's mobility devices are stored or located.
8. Customer Acknowledgements: Lime may include a product feature administered through its mobile application that requires Users to acknowledge the following: (a) the parking requirements as outlined in Section 3 of this Agreement and (b) adherence to all applicable state and local laws.
9. 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 excessively damaged, lost or destroyed, beyond normal wear and tear 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 reasonable costs in making such repairs, replacements or restorations.
10. Lime Fleet. Lime shall maintain a fleet of no more than 200 mobility devices equipped with GPS technology or other installed software in order to track and manage the fleet's operations.
11. Indemnification.
 - a. Lime will indemnify, defend, and hold harmless the City and its officers, employees and agents (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 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 mobility devices except as set forth in Section 10(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 reckless misconduct of the City or the City's Indemnified Parties as provided by the Illinois Tort Immunity Act.

- c. The parties further agree that Lime shall not be obligated to defend or indemnify the City for Claims made against the City's policy of workers' compensation insurance, and that the City's policy of workers' compensation insurance shall serve as the primary coverage for such claim.
12. 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 10 of this Agreement. Lime shall maintain General Liability limits no less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage, and with an aggregate of no more than \$2,000,000.00. Each insurance policy shall name the City as an 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 30 calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, Lime's insurance coverage shall be primary to any liability insurance maintained by the City. The insurance required to be provided herein, shall be procured by an insurance company license to do business in the State of Illinois.

Lime shall procure and maintain for the duration of this agreement Automobile Liability Insurance with limits no less than \$1,000,000 per occurrence and with coverage for claims of damages for bodily injury, including death, and for claims for property damage resulting from the ownership, operation, maintenance or use of all automobiles which may arise from Lime's operations.

Each insurance policy shall name the City and its officers, employees and agents, as an additional insured using ISO Form CG 20 10 or equivalent, and shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits unless the City has been given 30 calendar days' prior written notice by certified mail, return receipt requested, or 10 days' written notice for non-payment of premium. Each policy shall be endorsed with a waiver of subrogation in favor of the City, including its officers, employees, and agents for losses arising from Lime's activities.

Lime's policies shall be procured from an insurance company having an AM BEST rating of A- or better and authorized to do business in the state of Illinois. Said policies shall be primary, non-contributory to any other insurance available to the City and shall be provided on an occurrence basis. Any insurance available in excess of the minimum limits required herein shall be available to the City.

Lime shall submit proof of insurance acceptable to the City as evidence of the required insurance coverage requirements before implementation of any scooters. Umbrella or excess liability insurance may be used to supplement the policy limits to satisfy the required policy limits. The City reserves the right to immediately terminate this Agreement if Lime is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Lime. All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.

13. Compliance with Law. Lime at its own cost and expense, shall comply with any statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City property and the operation of its mobility device share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Lime's lawful use or occupancy of City property 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 property as specified in Section 2, above.
14. Data Sharing. Lime shall 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, a standard for data exchange and storage of operational information that the City is enabled to query. 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.
15. Survey. At the culmination of the pilot, licensee shall work with the City to coordinate and send out a survey to riders within 30 days to measure outcomes of the pilot. The City has the right to approve final questions of the survey.
16. Equity Program. Vendor must be committed to addressing equity issues and utilizing their scooter service to expand mobility to people facing financial and technological barriers. To support public knowledge of these options, vendors must create and distribute print publications and a webpage explaining their cash payment options, phone access, program qualifications (if any), and how residents can access scooters via these methods.
17. 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 1, above, upon delivery of at least 30 days' written notice to the receiving party prior to the intended date of termination.
 - a. 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 10 days of the date of termination.
 - b. Any mobility devices not removed from the public right-of-way shall be removed and stored by the City. Lime shall reimburse the City for all costs associated with removing and storing their mobility devices pursuant to this subsection.
18. Amendment. This agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in writing and executed by duly authorized representatives of the parties.
19. Permits. The City shall notify Lime of any local permits required, if any, for its local operation.

20. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In the event of litigation, the exclusive venue shall be in District Court of the State of Illinois for Peoria County.
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 Second Street
San Francisco, California
94105 Attention: Legal
Department
with a copy to: legal@li.me
- (b) If to the City: _____

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

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

LIME:

CITY:

NEUTRON HOLDINGS, INC.,
a Delaware corporation

CITY OF PEORIA

By: _____

By: _____
Its: Mayor

Name, Title

Dated: _____, 2019

Attest:

Dated _____, 2019

By: _____
Its: City Clerk

Dated: _____, 2019