

E-SCOOTER SHARE PROGRAM CONTRACT

THIS CONTRACT is entered into by and between **Veoride Inc.** (the “**VENDOR**”) whose principal office is located at 1001 N. Milwaukee Ave, Chicago, IL 60642 and the **City of Wichita** located at 777 E. Waterman, Wichita, Kansas 67202 (the “**CITY**”).

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **E-Scooter Share Program** (Formal Proposal – 210138); and

WHEREAS, **VENDOR** has submitted one of the proposals most beneficial to the **CITY** and is ready, willing and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

Scope of Services: **VENDOR** shall provide to the **CITY** those services specified in its response and presentation to Formal Proposal Number 210138, which are incorporated herein by this reference the same as if it were fully set forth. **VENDOR** shall meet the representations made in that Proposal in all the following areas of performance:

- Local operations team, including described scale increases pp. 6-7
- Service area and system design pp. 7-14
- Fleet composition and equipment pp. 14-19
- Systems operations and rebalancing pp. 19-23
- System parking and maintenance pp. 23-28
- Customer service plan pp.29-32 and Appendix D
- Pricing, payment and system financing pp. 32-34
- Data and reporting ability, and mobile application utilization pp.34-36
- Marketing and community engagement pp. 37-41
- Community equity plan pp. 41-43
- Sustainability components pp. 43-47

Statement and Purpose: The purpose of this Contract is to establish rules and regulations governing the operation of a dock less electric-assisted scooters made available under sharing program within the **CITY’S** corporate City of Wichita limits and to ensure that such operation is consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public rights-of-way.

This Contract applies to any proposed deployment of Scooters. **VENDOR** will be required to obtain all applicable licenses from **CITY** Scooters and will pay all applicable licensing and administrative fees. All equipment shall be properly licensed and insured, carry the appropriate permits and be placarded as required by law.

Operating Regulations: Scooters are not to be operated on public sidewalks. Scooters are to be ridden on streets, and where available, in bike lanes and bike and multiuse paths. Scooters are to stay to the right of street travel lanes and to yield the right of way to bicycles in bike lanes and on bike or multiuse paths. **CITY** reserves the right upon five (5) business day's written notice to **VENDOR** to limit the use of Scooters in designated areas due to public safety or traffic concerns. Additionally, **VENDOR** agrees following written notification from the **CITY** to geofence Scooters from operating in any geographic area designated by the **CITY** in which the use of such Scooters is prohibited due to public safety or traffic concerns.

VENDOR shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Scooter for **CITY** employees and/or members of the public to make relocation requests or to report other issues with devices.

VENDOR shall begin operations with a system fleet size of at least 100 but not more than 500 Scooters. Following a written request to the **CITY**, **VENDOR** may be permitted to increase its fleet size in the event that **VENDOR'S** fleet provides on average more than three rides per Scooter per day and that **VENDOR** has satisfactorily complied with the terms of this Agreement. **CITY** may require **VENDOR** to reduce its fleet size on a monthly basis in the event **VENDOR'S** fleet provides on average less than one-half ride per Scooter per day. **VENDOR** data sufficient data for the **CITY** to determine and demonstrate the utilization rate of vehicles in **VENDOR'S** fleet.

Parking Guidelines. **VENDOR** acknowledges and understands the following guidelines for parking Scooters which will be imposed on users of the Scooters:

Users of Scooters shall park Scooters upright on hard surfaces in a manner that does not obstruct the pedestrian pathway of sidewalks, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb.

Users may park Scooters in on-street parking spaces in the following circumstances:

- When marked parking spaces are officially designated stations for such devices;
- In neighborhoods with rolled curbs, or with inadequate sidewalk space; and
- In marked parking spaces designated for motorcycles.

Users shall not park Scooters in such a manner as to block: the pedestrian traffic flow; any fire hydrant, call box, or other emergency facility; or any utility pole or box (minimum of three (3) feet of accessibility to pedestrian).

Users shall not park Scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.

Users shall not park Scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.

Users may park Scooters on blocks without sidewalks only if the travel lane(s) and 6-foot pedestrian pathway of at least three (3) feet are not impeded.

Users shall not park Scooters in the area directly adjacent to or within the following areas, such that access is impeded:

- Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks or facilities designated for Scooters;
- Loading zones;
- Disabled parking zone;
- Street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
 - 1) Curb cuts;
 - 2) Entryways;
 - 3) Driveways;
 - 4) motor vehicle parking spaces, except as provided above;
 - 5) Motor vehicle driving lanes or bicycle lanes; or
 - 6) Entrances to private property or driveways.

VENDOR may stage its Scooters in the public right of way not otherwise prohibited above. To the extent **VENDOR** desires to stage Scooters in areas other than the public right of way (e.g. parks, plazas, public parking lots or transit stations), **VENDOR** must first obtain the right to do so from the appropriate **CITY** department, property owner, or public agency. Staging Scooters on private property may only be done with written permission of the property owner. **VENDOR** is responsible for all applicable license or permit fees for such right of way privileges and for rental or other consideration required by private property owners as a condition of permission.

Operations:

VENDOR shall maintain twenty-four (24) hour customer service for users to report safety concerns, complaints, or to ask questions. **VENDOR** will maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four (24) hours a day, seven (7) days a week. Such website and customer service call center shall be fully accessible and compliant with the Americans with Disabilities Act.

VENDOR will implement a marketing and targeted community outreach plan at its own costs and promote the use of Scooters citywide, particularly among low-income communities.

VENDOR shall work with local businesses or other organizations to promote the use of helmets by users through partnerships, promotional credits, and other incentives.

VENDOR shall agree that all Scooters shall become inoperable by dusk or 9:00 p.m. (CST), whichever is earlier. Scooters shall remain inactive until sunrise (CST) of the following day.

VENDOR shall maintain all Scooters in good mechanical working order. Scooters with defects, including but not limited to inoperable headlights or taillights, faulty brakes, dead batteries, bent or broken handlebars, or bent kickstands will not qualify as being in good mechanical working order and shall be made unavailable and timely removed from the right of way until serviced and made operable. In the event a safety or maintenance issue is reported for a specific device, that Scooter shall be made unavailable to users and shall be removed from the right of way within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.

All Scooters will be properly marked with the **VENDOR's** name and appropriate contact information, accessing the 24/7 customer service call center and web site.

Scooters shall not be allowed to operate at a speed in excess of fifteen (15) miles per hour.

VENDOR shall respond to requests for rebalancing, reports of incorrectly parked Scooters, or reports of unsafe/inoperable Scooters by relocating, re-parking, or removing the Scooters, as appropriate, within six (6) hours of receiving notice.

In the event a Scooter is not relocated, re-parked, or removed within the timeframe specified herein, or any Scooter is parked in one location for more than forty-eight (48) hours without moving, such Scooters may be removed by **CITY** personnel and taken to a **CITY** facility for storage at the expense of **VENDOR**, not to exceed \$32 per Scooter per month. Scooters may be removed or relocated by law enforcement or **CITY** personnel immediately if the Scooter is blocking pedestrian travel or presenting a traffic or safety hazard. **CITY** is to notify **VENDOR** in writing within one (1) business day of impoundment of the Scooter and its location. **VENDOR** will be billed monthly for any applicable reasonable storage fees. Such bill shall be paid within sixty (60) days of its issuance. Failure to timely pay any storage or impound fees may result in termination of this agreement.

VENDOR shall provide notice to all users by means of signage and through a mobile or web application that:

- Scooters are to be ridden on streets, and where available, in bike lanes, or bike multiuse paths; bike lanes must be used by Scooters if one is present.
- Scooters are to stay to the right of traffic lanes and to offer the right of way to bicycles on bike lanes and bike or multiuse paths;

- Helmets are encouraged for all users;
- Parking must be done in the approved areas;
- Riding responsibly is encouraged; and
- Scooters are not to be operated on public sidewalks.

Users must be required to take a photo whenever they park their Scooter at the end of a ride. Users are required to be eighteen years of age.

VENDOR shall provide education to users on Kansas’ and **CITY’S** existing rules and regulations, applicable ordinances, safe and courteous riding, and proper parking. **City of Wichita Ordinance Chapter 11.50 – Electric Assisted Scooters is part of this contract, see attachment A.**

Term: The term of this Contract shall be from April 1, 2022 through March 31, 2023 with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon (30) days written notice to **VENDOR**.

VENDOR will submit to the **CITY** on a monthly basis payment of \$0.15 cents per ride, per Scooter, per day. Such payments shall be due to the City Treasurer within 60 days of month end. **VENDOR** will submit a onetime payment of \$20,000 to the **CITY** for vision leverage program and safety infrastructure. The payment will be within 30 days of contract signature.

Indemnification and Insurance:

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability

Covering premises—operations, xcu hazards, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence

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|--|---|
| | \$2,000,000 aggregate |
| Or | |
| Bodily Injury and Property Damage
Liability (Combined Single Limit) | \$1,000,000 each occurrence
\$2,000,000 aggregate |
| 2. <u>Comprehensive Automobile Liability</u> | |
| All owned, Hired and Non-owned Vehicles with minimum limits for: | |
| Bodily Injury Liability | \$1,000,000 each accident |
| Property Damage Liability | \$1,000,000 each accident |
| Or | |
| Bodily Injury and Property Damage Liability
(Combined Single Limit) | \$1,000,000 each accident |
| 3. <u>Workers' Compensation</u> to meet statutory requirements. | |
| 4. <u>Employers Liability</u> | \$500,000 Each Accident
\$1,000,000 Annual Aggregate
\$500,000 Occupational Disease |
| 5. <u>Umbrella or Excess Liability</u> | |
| Coverage with a limit of no less than | \$5,000,000.00 each occurrence |

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendors contractual obligations created in the Contract. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

Amendment: No amendment, addition to, or modification of any provision hereof shall be binding upon the parties and neither party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the parties.

Emergency Termination: CITY may suspend or terminate this contract at any time if CITY finds, in its sole and reasonable discretion that **VENDOR'S** operation is not in the best interest of the health, safety or welfare of **CITY'S** residents and visitors.

Following termination or non-renewal of this or any subsequent contract, **VENDOR** agrees to collect and remove all Scooters and any other equipment or items located on the **CITY'S** sidewalks, streets or right of ways, or other staging locations, public or private, within thirty (30) days of the termination date of this contract.

Notices: All notices with respect to this contract shall be given by first-class mail or hand-delivery to the parties as follows:

CITY of WICHITA
Mr. Michael Tann
Director of Transit
214 S. Topeka St.
Wichita, Kansas 67202

VEORIDE, INC.
Mr. Jeffrey Hoover
Sr. Policy and Partnerships Manager
1001 N. Milwaukee Ave., #401
Chicago, IL, 60642

Severability: If any term, provision, covenant or condition of this contract is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this contract will nevertheless remain in full force and effect as to all remaining terms, provisions, covenants, and conditions hereof.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:



~~Jamie Buster~~
Deputy City Clerk

CITY OF WICHITA, KANSAS



Brandon Whipple
Mayor

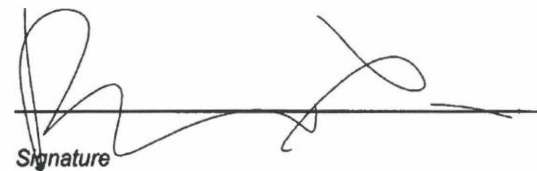


APPROVED AS TO FORM:



Jennifer Magana
City Attorney and Director of Law

VEORIDE, INC.


Signature

Bowen Xie

Print Name

CEO

Title (President or Corporate Officer)