

Attachment A

2021 City of Tucson Shared Mobility Program

PERMIT REQUIREMENTS

DEFINITIONS

For the purposes of the Shared Mobility Permit Requirements (“Permit Requirements”), the listed terms shall have the following meaning:

1. **“Applicant”** means an entity or person applying for a Shared Mobility Permit.
2. **“Deploy”** refers to the Mobility Share Entity removing a device from their physical custody and placing it in the City right-of-way for hire.
3. **“Director”** means the Director of the City of Tucson Department of Transportation and Mobility (DTM), or their designee.
4. **“Electric Scooter”** is a self-propelled device that has an electric motor, a deck on which a person may ride, at least two tandem wheels in contact with the ground and is designed to be operated in a standup mode.
5. **“Minimum Utilization Rate” (MUR)** means the minimum average number of daily rides per device calculated by dividing the sum of total daily rides within City over a 7-day period by the total devices. For Dynamic Capping purposes, the MUR for Electric Scooters is three (3) rides per day per device for expansion.
6. **“Mobility Share Entity” (MSE)** refers to any person, corporate or otherwise, offering a Shared Mobility Vehicle Device for hire for use in the City of Tucson Right of Way (ROW), whether the use in the ROW is intended or not.
7. **“Opportunity Zone”** means a geographic location designated by the Director where Shared Mobility Devices must be deployed in order to provide equitable access (see map in Attachment E).
8. **“Parking Corral”** is a required parking and deployment area located within a “Regulated Parking Zone” and marked with universal-branded signage to inform customers of where vehicles should be parked and deployed. Vehicles left outside of Parking Corrals will be ticketed.
9. **“Permittee”** means any entity or person granted a Mobility Share Permit by DTM.
10. **“Regulated Parking Zone”** is a defined geographic zone (see map in Attachment E) that requires users and operators to park and deploy Shared Mobility Devices in “Parking Corrals.”
11. **“Shared Mobility Device”** (also referred to as “Shared Mobility Vehicles” or “Vehicles”) means any wheeled device for hire: 1) on a short-term use basis (typically for a half hour or less, or one or two trips); 2) designed for moving one or more persons by means of human or electric power, or any combination thereof; and 3) not required to be returned to a specific origin point. This may include, but is not limited to, bicycles, electric bicycles, and electric scooters. A Shared Mobility Device may or may not be motorized.

ELIGIBILITY CRITERIA

To be eligible for consideration to participate in the Shared Mobility Permit Program, an applicant must meet or obtain a “pass” grade in all of the following requirements as determined by the Director and in accordance with the Permit Requirements below.

Scooter Safety. The applicant must:

- provide images, specifications and descriptions of each type of scooter that it plans to deploy;
- provide documentation that applicant’s scooters that it plans to deploy meet the City’s low-speed electric mobility device requirements;
- outline measures that it takes to ensure that deployed scooters are safe for operation and to address scooter safety issues that it discovers during the permit period or those discovered by the City or any other person.

Proof of Insurance. The applicant shall produce proof with its application package that it has obtained commercial general liability insurance, with limits of not less than the Insurance Requirements (Attachment B).

Operational Minimum Standards. The applicant must:

- describe its plan to procure, prepare and have ready at least the minimum number of operational scooters on the first day of the permit program;
- describe its staffing plan to ensure that it has sufficient staff to fully manage the number of scooters it is required to deploy on the first day of the program and to manage all scooters that it is required to deploy throughout the program so that it would be fully responsive to concerns from the public and the City and partner agencies.

Previous license revocation or suspensions. The applicant must demonstrate that no governmental entity in the U.S. has successfully revoked its scooter sharing license within the past 2 years.

Administrative fee. Applicants shall pay an application fee of \$4,000 representing staff time for acceptance, review, scoring and verification of application materials.

Complete application. To be considered for participation in the Shared Mobility Permit program, an applicant must submit a complete application, as determined by the Director, no later than June 28, 2021 at 5 PM Mountain Standard Time (MST).

EVALUATION, ENFORCEMENT AND TERMINATION

Evaluation Criteria. To accurately assess the success of the program, Permittees will be evaluated on:

1. Compliance – their compliance with this document, the Permit Requirements, and all other local, state and federal law, rules and regulations
2. Community Response and Customer Service Record – community and user response data from all sources, including quarterly surveys
3. User Safety Record – data and records from any source of user collisions, accidents and/or injuries
4. Maintenance Record – data and records from any source of compliance with regularly scheduled maintenance, prompt attention to breakdowns, use of high quality equipment, and sustainable equipment retirement practices

Enforcement.

1. While City endeavors to incentivize best practices and proper community stewardship among Permittees, it reserves the right to take any of the following actions, in addition to all other remedies available at law, upon non-compliance with program terms and conditions:
 - a. Written notification and warning
 - b. Fines and restitution
 - c. Impounding Shared Mobility Devices
 - d. Temporary Permit Suspension
 - e. Permit Termination
2. Permittees must comply with all applicable state, federal and local laws and regulations and these Shared Mobility Permit Requirements throughout the duration of the permit.
3. The City of Tucson reserves the right to suspend, revoke or modify permits during the pendency of the Program. Additionally, the Director may require a Permittee to remove their entire Fleet from city streets on any of the following grounds:
 - a. Permittee Shared Mobility Devices being operated in a manner that constitutes a nuisance or is injurious to public health, safety, and welfare.
 - b. Permittee Shared Mobility Devices being operated that violates any condition of these Permit Requirements or any applicable state, federal or local laws or regulations.
 - c. The Permittee fails to pay any fines, penalties and fees, or damages lawfully assessed upon it.
4. The Permittee fails to collect its vehicles within 30 days of receiving written notice from the city of impoundment pursuant to Chapter 5 of the Tucson City Code.

SAFETY AND EQUIPMENT STANDARDS

Requirement S1: Equipment and Technology. Any electric scooters used in systems issued a permit under this program shall, at a minimum, meet the following criteria:

1. Must have a maximum speed of 15 mph or less;
2. Must be designed to be operated in a stand-up mode;
3. Must have an electric motor of 750 watts or less;
4. Must have a front light that emits white light visible at 500 feet to the front and a rear red light visible at 300 feet to the rear;
5. Must have brakes compliant with CFR Title 16 Chapter II Subchapter C § 1512.5 (a maximum braking distance of 15 feet when braking with a user of 150 lbs. from a speed of 15 mph)
6. Must have onboard GPS system;
7. Must have theft deterrence and security hardware;
8. Must have warning bell or other sound device;
9. Must have geo-fencing capabilities that, at a minimum, prevent a User from riding through a “No-Ride Zone” and ending a trip within a defined “No-Park Zone” as defined by the Director;
10. Must have a unique device identification number, clearly visible from a distance of at least 30 feet;
11. Must display customer service contact information, including at least one (1) method capable of response within two (2) hours or less during all hours of operation.
12. Must display clear safety and operating instructions;
13. Must display the maximum rated load allowable for safe operation.

The City reserves the right to terminate any permit issued under this program if the electric scooters selected for any system are determined by the Tucson Department of Transportation and Mobility (DTM) to be unsafe for public use.

Requirement S2: All Permittees under this permit program shall provide a monitored mechanism for customers to notify Permittees during all hours of operation that there is a safety or maintenance issue with any of Permittee’s Shared Mobility Devices.

Requirement S3: All Permittees shall have Commercial General Liability Coverage Form CG 00 01 or the equivalent and additional coverages that include the terms contained in the Mobility Share Insurance Requirements (Attachment B).

Requirement S4: User Notifications. All Permittees shall notify the user, prior to allowing operation, of the following:

1. Failure to wear a helmet while using this Shared Mobility Device can result in injury or death, even in low speed collisions or falls.

2. Pursuant to Tucson City Code (TC) Sec. 5-18, Shared Mobility Device users shall not ride on the sidewalk unless signs are posted specifically permitting Shared Mobility Devices or bicycles on the sidewalk.
3. All users of motorized Shared Mobility Devices must be over the age of 18.
4. Proper usage around railroad and Sun Link Modern Streetcar tracks, construction areas and other common local hazards.
5. The following language is related to personal insurance coverage: " Your insurance policies may not provide coverage for accidents involving the use of this scooter. To determine if coverage is provided, you should contact your insurance company or agent."
6. Electric Scooters shall not be carried on Sun Tran buses or the Sun Link Streetcar.
7. Electric Scooters shall not be ridden on the Loop multi-use path.
8. Any and all additional safety-related information as instructed by the Director.

Requirement S5: Prior to the permit being issued, all Permittees shall sign and record an indemnification agreement indemnifying and holding harmless the City (Attachment C).

Requirement S6: Permittees agree that the City of Tucson is not responsible for educating users regarding helmet requirements and other laws. Neither is the City responsible for educating users on how to safely ride or operate a Shared Mobility Device. Permittees agree to educate users on complying with applicable laws and safely riding and operating a Shared Mobility Device in the City of Tucson and to instruct users to wear helmets.

OPERATIONAL STANDARDS

Requirement 01: Staffing. All Permittees under the Program shall have a staffed operations center in the City of Tucson staffed by at least one (1) permanent employee.

Requirement 02: Customer Service. All Permittees under the permit program shall have a dedicated 24-hour customer service phone number for customers to report safety concerns, report mis-parked scooters, provide general complaints, or ask questions.

1. Permittees must endeavor to be responsive to user and community feedback in a timely fashion.
2. Permittees will work with the Director to survey users on a quarterly basis to ensure responsiveness on issues including, but not limited to, overall customer satisfaction, availability, ease of use, value, equipment and maintenance.

Requirement 03 Response Time: All Permittees under the Program shall provide DTM with a direct contact for MSE staff that are capable of rebalancing Shared Mobility Devices. All permittees shall relocate or rebalance Shared Mobility Devices based on these times:

- 7am to 8pm - within two hours of receiving notice,
- All other times – by 8am the following morning.

Requirement 04: All Permittees shall have on file with City a performance bond of \$30/Shared Mobility Device, with a cap of \$30,000 per Permittee. The form of the bond shall be approved by DTM. These funds shall be accessible to DTM for any unreimbursed Shared Mobility related expense incurred by Permittee or Permittee's Riders, including, but not limited to: future public property repair and maintenance costs attributable to Permittee's Fleet, removing and storing Shared Mobility Devices improperly parked, or if a Permittee is not present to remove Shared Mobility Devices if its Permit is terminated. If a Permittee increases the size of their Fleet, the performance bond shall be adjusted appropriately before deploying additional Shared Mobility Devices.

Requirement 05: Any inoperable Shared Mobility Device, or any Shared Mobility Device that is not safe to operate shall be removed from the right-of-way within 2 hours of notice by any means to the Permittee by any individual or entity, and shall be repaired, if possible, before putting the Shared Mobility Device back into revenue service, or permanently removed from revenue service.

Requirement 06: Permittees shall have a minimum fleet size of 100 devices; Permittees shall meet this fleet size within four weeks of initial launch date.

Requirement 07: DTM may determine by Director's Approval additional or altered permit conditions based on data received as part of the data sharing requirements specified below, community input and/or for the protection of public health and safety.

Requirement 08: If DTM or any other City department or office incurs any costs addressing or abating any violations of these requirements, or incurs any costs of repair or maintenance of public property, upon receiving written notice of the City costs, the Permittee shall reimburse DTM for such costs within 30 days.

Requirement 09: All applicants to the permit program shall include the requested initial fleet size in their application. Permittees shall notify DTM if they plan to change their requested initial fleet size at least two weeks before deployment; and include the additional program administrative fee for the expanded fleet (Requirement F3), and documentation of their updated performance bond (Requirement 04).

Requirement 010: DTM reserves the right to terminate Permits at any time and require that the entire Fleet of Shared Mobility Devices be removed from Tucson right of way. The decommissioning shall be completed within 7 days unless a different time period is determined by DTM.

Requirement 011: Any Permittee operating systems with 1200 or more Shared Mobility Devices must comply with the requirements of Articles XII and XIV of the Tucson Procurement Code relating to hiring goals and living wages.

Requirement 012: At launch, no more than 1,000 total Shared Mobility Devices may be deployed. At launch, each Permittee may deploy up to 500 Shared Mobility Devices.

Requirement 013: Dynamic Cap. After launch, Permittees may increase their Fleets by written request to the Director. Each request must be accompanied by documentation demonstrating a MUR of at least three (3) rides per day.

City will verify documentation using real-time and historical data. City will then issue a final adjustment decision within 14 days of receipt of the written request and supporting documentation. For approved Fleet increases, all fees for the added Shared Mobility Devices must be paid 14 days prior to deployment. Beginning 30 days after deployment and continuing monthly thereafter, the Director will review Permittee Fleets for utilization below, at or exceeding the MUR. Upon determining that a Permittee Fleet has not met an MUR of at least 2 rides per vehicle per day during the preceding week, City may issue a formal notice of removal. Permittee Fleets with utilization below the 2 rides per vehicle per day MUR must remove the number of devices necessary to meet or exceed the 2 rides per vehicle per day MUR within 7 days of receipt of City's formal notice. In evaluating fleet adjustment requests and notices of removal, City will consider the following factors in making its adjustment decision:

1. Market needs
2. Total number of Shared Mobility Devices deployed
3. Utilization
4. MSE performance and compliance
5. Equitable deployment
6. Public safety
7. Criteria outlined in this document

Requirement 014: User Fees. Any user fees should be clearly and understandably communicated to the customer prior to scooter use. Permittee shall update DTM, in writing via email, each time there is a change to the pricing structure, for any device type.

Requirement 015: Maintenance. Permittees shall ensure that all fleet devices are in good working order and safe to operate

1. Permittees shall provide weekly maintenance reports reflecting regular maintenance performed, repairs and devices taken out of service on a per device basis, along with a brief summary of the issue and whether it was resolved.
2. Inoperable fleet devices shall be removed from City right-of-way within two (2) hours of notification
3. Fleet devices no longer utilized will be expected to be sustainably retired from service, either by donation, recycling of component materials, or other reuse.

Requirement 016: Alternative access. Permittees shall provide a reasonable means for users lacking credit cards, bank accounts or smartphones to access Shared Mobility Devices upon

request. Such means shall be clearly identified to the City in any permit application along with the method or methods of communicating these alternative access means to users.

Requirement 017: Advertising. Permittees shall not place third-party advertisements on fleet devices

Requirement 018: User Education. Permittees shall, through multiple modalities and languages, repeatedly engage and educate City communities as to the safe and proper use of its product, and programs.

1. Including all applicable riding and parking laws in the app which new Riders must view and which shall be accessible to all Riders at any time.
2. Displaying a banner on the home screen first presented in the app which highlights a law or safety tip at the request of DTM for up to one week of each month.

Requirement 019: User Engagement. Permittees shall provide appropriate Rider education to explain proper riding and parking to all customers and potential customers including, at a minimum, the following:

1. Attending a minimum of one community event per deployment zone with an event/display annually.
2. Attending a minimum of 4 public meetings annually as invited by DTM.

PARKING AND DEPLOYMENT STANDARDS

Requirement P1: Shared Mobility Devices shall be parked in the landscape/furniture zone of the sidewalk, in a designated Parking Corral or at a DTM approved bicycle rack. The MSE shall inform users on how to park Shared Mobility Devices properly.

Requirement P2: Parking Restrictions. Unless parked in a designated Parking Corral, Shared Mobility Devices shall **NOT** be parked:

1. Within 10 feet of intersections;
2. in the frontage zone or pedestrian clear zone of the sidewalk;
3. on a sidewalk segment where the curb is:
 - a. a bus, streetcar, or other transit curb zone;
 - b. a loading zone;
 - c. a driveway;
 - d. an entryway;
4. in a manner that blocks or impedes access on foot or by wheelchair to:
 - a. buildings or structures
 - b. transit zones, including bus stops, Sun Link streetcar stops, shelters, boarding platforms, passenger waiting areas and bus layover and staging zones;

- c. street features that require pedestrian access, including benches, café seating, parklets, streateries, parking pay stations, transit information signs, and crosswalk buttons; or
 - d. safety and disabled access features, including curb ramps, wheelchair ramps, ramp landings, handrails, areas of refuge, and detectable warning surfaces;
5. in a manner that hides from view or interferes with the effectiveness of an official traffic-control device or signal;
 6. in a manner that damages vegetation or landscaped areas; and
 7. in any other location where the device creates an **Obstruction Hazard** as described in Requirement P3.

Requirement P3: Obstruction Hazard. A parked device or cluster of devices is an obstruction hazard if parked in a manner that:

1. reduces the width of the pedestrian clear zone to less than six (6) feet;
2. obstructs pedestrian circulation and navigation for people with low vision or mobility difficulties; or
3. otherwise creates a safety hazard;

Requirement P4: Designated Parking Corrals. The Director may designate locations in the City right-of-way where Permittees and Riders are required to park devices. The Permittee shall mark the location of each designated Shared Mobility parking area in its smartphone app upon DTM's request.

Requirement P5: Special Parking Zones. The City reserves the right to determine certain block faces where Permittee Fleet parking is prohibited. These locations may be either permanent or temporary. Permittees shall mark or geofence special parking zone locations in its smartphone app DTM's request.

Requirement P6: This Permit is only valid for operations within the City of Tucson Right-of-Way. Additional zones may be established; for example, locations within parks, publicly-accessible plazas, on-street parking spaces, off-street parking lots/garages, or campuses. However, permission to do so shall require coordination with the appropriate department, agency, or property owner; and shall be communicated to the Rider through signage approved by the respective entity and/or through the mobile and web application.

Requirement P7: DTM retains the right to create geo-fenced stations within certain areas where Shared Mobility Devices shall be parked and/or where Shared Mobility Device Riders shall not end a trip. Permittees shall abide by such designations upon notice by notifying Riders of such designated areas and, if applicable, not allowing violating Riders to end a trip in prohibited areas.

Requirement P8: Any dockless Shared Mobility Device that is parked in one location for more than 3 consecutive days (72 hours), Permit Holder must relocate the Shared Mobility Device to another block face. If the device is not relocated, it may be removed by City of Tucson crews and

taken to a City facility for storage at the expense of the Permittee. DTM shall invoice the violating Permittee.

Requirement P9: All Permittees shall provide, on every Shared Mobility Device, contact information for Shared Mobility Device relocation requests.

Requirement P10: Shared Mobility Devices shall be upright when parked.

Requirement P11: Any Shared Mobility Device that is parked in such a way that violates Requirement P2 or Requirement P3 shall be re-parked in a correct manner or shall be removed by the Operator based on these times:

- 7am to 8pm - within two hours of receiving notice,
- All other times – by 8am the following morning.

Requirement P12: Deployment. Permittees shall deploy their fleet pursuant to all Parking and Deployment Requirements stated in this document.

Requirement P13: Deployment in Opportunity Zones. At 8:00 am each day, permittees shall deploy a minimum of 3 Dockless Vehicles in each Opportunity Zone, as defined by the Opportunity Zone map.

Requirement P14: Deployment in a Regulated Parking Zone. When deploying in the Downtown Core, 4th Avenue, or Main Gate Square Regulated Parking Zones (as defined by the Regulated Parking Zone map), vehicles must be deployed in Parking Corrals and follow guidelines stated in Requirement D3.

- Permittees shall equally share the space available in each Parking Corral with other Permittee(s).

Requirement P15: Deployment Restrictions. Each permittee shall not deploy more than six (6) Shared Mobility Devices per Parking Corral or per Block-face, except as when permitted by the Director to accommodate a special event.

DATA SHARING STANDARDS

Requirement D1: Permitted MSEs shall provide City with real time information on permitted Shared Mobility Devices within City through a documented application program interface (API).

1. Each MSE shall obtain the relevant API key from City prior to operation to allow for immediate reporting.
2. Real time data shall be provided in Mobile Data Specification (MDS) format.
3. Real time data should be updated or “ping” every 90 seconds or less.

4. GPS data shall be provided by GPS equipment permanently affixed to the Shared Mobility Devices and not by MSE customer phones.
5. Minimum real time data shall include (for each Shared Mobility Device):
 - a. Point location (Latitude/Longitude)
 - b. Shared Mobility Device identification numbers
 - c. Shared Mobility Device type
 - d. State of charge (if electric)

Requirement D2: All permitted MSEs shall provide City with anonymized trip record data as described in the chart below for transportation planning and management purposes. Data will be submitted to the City via an API. All data provided for any purpose shall become property of the City and may be published to the public.

Field name	Format	Description
Company Name	[company name]	n/a
Type of Shared Mobility Device	“Standard Bike” “Electric Bike” or “Electric Scooter”	n/a
Trip record number	xxx0001, xxx0002, xxx0003, ...	3-letter company acronym + consecutive trip #
Trip duration	MM:SS	n/a
Trip distance	Feet	n/a
Start date	MM, DD, YYYY	n/a
Start time	HH:MM:SS (00:00:00 – 23:59:59)	n/a
End date	MM, DD, YYYY	n/a
End time	HH:MM:SS (00:00:00 – 23:59:59)	n/a
Start location	Census block	n/a
End location	Census block	n/a
Shared Mobility Device ID number	xxxx1, xxxx2, ...	Unique identifier for every Shared Mobility Device, determined by company
Anonymized User ID	xxxx1, xxxx2, ...	Unique Anonymized User ID, determined by company

Requirement D3: Permitted MSEs shall provide the following Shared Mobility Device availability data for oversight of parking compliance and distribution by minutes. Data will be submitted to the City API.

Field name	Format	Description
GPS Coordinate	X,Y	n/a
Availability duration	Minutes	n/a

Availability start date	MM, DD, YYYY	n/a
Availability start time	HH:MM:SS (00:00:00 – 23:59:59)	n/a

Requirement D4: Permitted MSEs shall distribute a customer survey, to be provided by the City, to all users quarterly.

Requirement D5: Permitted MSEs shall keep a record of maintenance activities, including but not limited to identification number, date and maintenance performed. These records shall be sent to the City monthly.

Requirement D6: Permitted MSEs will keep a record of reported collisions, including but not limited to Shared Mobility Device identification number, date and time, and brief description of the collision. These records will be sent to the City monthly.

Requirement D7: Permitted MSEs agree to City using third-party data collection for evaluation and compliance monitoring of the Shared Mobility Device program. Data will be shared with the third party only for the purposes of evaluation and/or enforcement of the requirements in this Program. Note: if a public disclosure request is submitted that could result in City sharing data required by this permit, City will notify all vendors prior to sharing data.

DATA PRIVACY STANDARDS

Requirement DP1: Permitted MSEs shall provide a Privacy Policy that safeguards customers' personal, financial and travel information and usage including, but not limited to, trip origination and destination data.

Requirement DP2: MSE customers shall not be required to share personal data to third parties to use MSEs services.

Requirement DP3: Permitted MSEs shall employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS). Each transaction shall include the bicycle identification number corresponding to the make and model of the Shared Mobility Device registered with the City.

Requirement DP4: Permitted MSEs must provide customers with clear, prominent notification about what data will be accessed (e.g. location services, camera, contacts, photos etc.) and explain how and why data will be used. Notification must be active (e.g. affirmative confirmation-required to continue) and may not be buried in larger terms-of-service notifications.

Requirement DP5: Permitted MSEs must allow customers to opt-in (not opt-out) to providing access to their contacts, camera, photos, files, other private data and 3rd party data sharing.

PERMIT FEES

Requirement F1: Applicants shall pay a non-refundable permit application fee of \$4,000, due at the time of application. This covers the cost of staff time to review applications and no application will be considered complete until this payment is remitted.

Requirement F2: If awarded permit, applicants shall pay a separate annual permit fee of \$15,000 due prior to permit issuance to recover costs associated with administering the Shared Mobility Program.

Requirement F3: If awarded permit, applicants shall pay a right of way use fee of \$.20 per vehicle trip for use of the right of way for staging and operation of Shared Mobility Devices.

Requirement F4: Any program compliance fees arising from the need for City crews to relocate or remove Shared Mobility Devices from any location where a Shared Mobility Device is prohibited under this permit (**Requirement O12**) shall equal the City crews' hourly rate plus 15 percent.

INDEMNIFICATION, BOND AND INSURANCE REQUIREMENTS

Requirement I1: Indemnification. Prior to operation, all Permittees must execute a Mobility Share Indemnity Agreement

1. Permittees must include the following release language in their system's user sign-up process, and each user registered in the system must affirmatively sign or check a box within the application notating consent to the release:
2. "For and in consideration of rental and use of this Shared Mobility Device (SMD), I, "the User", for myself and on behalf of my heirs, executors, administrators and assigns, forever releases and relinquishes and discharges the City of Tucson and its elected and appointed officials, officers, employees, agents, contractors, and volunteers (Collectively, the "City") from any and all claims, demands, disputes, losses, liabilities, debts, liens, charges, penalties, proceedings, causes of action and damages including for personal injury, wrongful death, property damage, and injury to myself or to third parties (Collectively, "Claims"), including unknown or unanticipated claims, which arise from or are related directly or indirectly to this agreement or the rental, maintenance, design, placement, use and/or operation of the SMD, including an electric scooter, or the Operator's website, including any and all claims related to the sole or partial negligence

of the City or any other party. I hereby expressly waive any claims against the City which I do not know or suspect to exist in my favor at the time of renting a SMD, and expressly waive my rights under any statutes that purport to preserve my unknown claims.”

3. “ACTIVITY AND ASSOCIATED RISKS: I have chosen to rent and use a Shared Mobility Device (SMD) in Tucson, Arizona with a Permitted MSE. I understand that:
 - a. This Activity is inherently hazardous and I may be exposed to dangers and hazards, including some of the following: falls, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, hyperthermia, hostile or aggressive pedestrians, bicyclists, SMDs and vehicle drivers, death, equipment failures, losing control of or crashing the SMD, traffic, collisions with moving or parked vehicles, road and or trail hazards (such as sewer gratings, gravel, unlevel terrain, washouts and debris), failure to wear a helmet and or other protective equipment and negligence of others;
 - b. As a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries and my property may also be damaged;
 - c. Hospital facilities, qualified medical care and emergency medical attention may be limited or unavailable during this activity;
 - d. City assumes no responsibility for providing medical care during this activity and I will have to pay for any medical care that I incur.”
4. “ASSUMPTION OF THE RISKS: I hereby freely and voluntarily assume the above-mentioned risks, as well as other risks not listed, that are part of the use of this Shared Mobility Device (SMD), and any harm, injury or loss that may occur to me or my property as a result of my use of a SMD – including any injury or loss caused by the negligence of City, its employees and officers, officials and agents and other SMD users. I also understand that any equipment that I provide or rent from the Permitted MSE, or any other provider, I use at my own risk and that any such equipment is provided without any warranty from City about its condition or suitability. I also understand that any City right of way is used without any warranty about its condition or suitability.”
5. INDEPENDENT CONTRACTORS: I acknowledge that the City of Tucson has no control over and assumes no responsibility for the actions of any operator or any independent contractors providing any services for this Activity.
6. SEVERABILITY: I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as permitted by Arizona law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.
7. APPLICABLE LAW, FORUM AND ATTORNEY’S FEES: This agreement is governed by and shall be construed in accordance with the laws of the state of Arizona, without reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the use of an SMD shall be brought only in a state or federal court located in Pima County, Arizona, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this

agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

8. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Requirement 12: Insurance Requirements. Prior to operation, all Permittees shall provide adequate documentation of compliance with Shared Mobility Insurance Requirements (Attachment B).

1. Permittees shall maintain required insurance at all times. Failure to do so will result in immediate termination from the program.

Requirement 13: Bond Requirements. Permittees shall present a bond amount in cash or letter of credit of \$30 per fleet vehicle as a performance bond to ensure adherence to and compliance with program requirements.