

SHARED MOBILITY DEVICE OPERATIONS PERMIT

_____ (hereinafter referred to as “Operator” or “Permittee”), as an Operator of a Shared Mobility Device business, hereby requests permission to conduct its Shared Mobility Device business within the Public Right of Way within the City of Riverside.

Upon issuance of this permit, Operator agrees to comply with the attached Terms and Conditions.

[name of business]
[type of entity]

Date _____

BY: _____
Name:
Title:

Applicant’s Address and Phone:

[name of business]
Attn: [name]
[address]
[address]
[phone]

24 hour Phone Number for submission of complaints: [phone number]

.....
PERMIT APPROVAL

This permit shall become effective upon the approval of the Public Works Director and Operator’s acknowledgement of the Terms and Conditions and Insurance Provisions attached hereto. Issuance of this permit shall not be construed as a waiver of any other applicable permit or requirement, and is only revocable permission to operate the Shared Mobility Device business as provided herein.

Date _____

Kris Martinez
Public Works Director

TERMS AND CONDITIONS

1. _____, (“Permittee”) acknowledges that this Permit authorizes use of the Public Right of Way as defined by Riverside Municipal Code (“RMC”) Chapter 13.22 only and authorizes the use of no other property whether owned

by the City of Riverside (“City”) or otherwise.

2. Permittee acknowledges that this permit is valid only until expiration of the Shared Mobility Device Pilot Program as designated in RMC Chapter 13.22.
3. Permittee waives the right to claim any loss, damage or action against the City resulting from revocation, termination, or any other action of the City, its officers, agents or employees, taken in accordance with the terms herein.
4. If the Public Works Director of the City of Riverside finds that Permittee is in default of the terms of this permit, any such default shall be grounds for revocation of this permit. However, prior to revoking this permit on the grounds of default, the City shall first give Permittee notice and an opportunity to cure the default within fifteen (15) days of said notice, unless mutually agreed to an extension by the parties.
5. Except as to the sole negligence or willful misconduct of the City, Permittee agrees to indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of this Permit, work, activities, operations or duties of the Permittee, or anyone employed by or working under the Permittee or for services rendered to Permittee in the performance of this Permit, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Permittee or anyone employed or working under the Permittee.
6. Permittee shall include release language, consistent with the language below, in its system’s user sign-up process, and each rider registered in the system must affirmatively sign or check a box within the application notating consent to the release:

“For and in consideration of rental and use of the [Scooter, Device, Etc.], rider, for himself or herself and on behalf of rider’s heirs, executors, administrators and assigns, forever releases and relinquishes and discharges the City of Riverside 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 rider 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 Operator’s equipment, including the [Scooter, Device, Etc.], or the Operator’s website, including any and all claims related to the sole or

partial negligence of the City or any other party. Rider hereby expressly waives any claims against the City which rider does not know or suspect to exist in his or her favor at the time of renting a [Scooter, Device, Etc.], and expressly waives rider's rights under any statutes that purport to preserve rider's unknown claims.

6. Permittee shall procure and maintain the insurance described in Exhibit "A" attached hereto and incorporated herein. Evidence of such insurance shall be provided to the City prior to any Shared Mobility Device Operations beginning in the City. Permittee shall comply with all provisions of Exhibit A at all times during the term of this Permit. Failure to comply with any insurance provision in Exhibit A shall constitute a default of this Permit.
7. Prior to City's final approval of this Permit, Permittee shall furnish to the City a duly executed surety bond as security for the faithful performance of this Permit. The bond shall be in the amount of Fifteen Thousand Dollars (\$15,000) and shall be subscribed by an Admitted Surety Insurer which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, Permittee shall furnish City a new bond within ten (10) days after receiving notice from City.
7. Permittee acknowledges that it has reviewed the rules and regulations in RMC Chapter 13.22. Permittee, and Permittee's employees, contractors, agency, and subcontractors shall comply with the applicable rules and regulations contained in the RMC, as amended from time to time. A violation of any provision of the RMC shall constitute a default of this permit.
8. Permittee acknowledges that it has reviewed the Administrative Policies and Procedures adopted in accordance with RMC Chapter 13.22. Permittee, and Permittee's employees, contractors, agency, and subcontractors shall comply with the terms and provisions of the Administrative Policies and Procedures, as amended from time to time. A violation of any term or provision of the Administrative Policies and Procedures shall constitute a default of this permit.
9. Permittee shall be solely responsible for supervision, monitoring and performance of Permittee's operations by Permittee and Permittee's employees, contractors, agents, and subcontractors in the Public Right-of-Way, as well as the monitoring and abatement of any nuisance that is caused, or may be caused, by Permittee's use of the Public Right-of-Way.
10. Permittee is authorized to conduct Shared Mobility Device operations with an initial fleet size of ____ Shared Mobility Devices. This number may be revised not more than once every 30 days upon an application to the Director of Public Works. Applications shall be in the form designated in the Administrative Policies and Procedures.

Acknowledgment of Terms and Conditions:

[name of business]

[type of entity]

DATE _____

BY: _____

Name:

Title:

EXHIBIT “A”
SHARED MOBILITY DEVICE OPERATION INSURANCE PROVISIONS

1 General Provisions. Prior to the City’s execution of this Agreement, Operator shall procure at its own expense, and provide satisfactory evidence of, and shall thereafter maintain, during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City’s Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Operator’s, its affiliates, clients, or other parties indemnification obligations under Section 12 hereof. If Operator maintains broader coverage or higher limits than the minimums requested above, City of Riverside shall be entitled to the broader coverage or higher limits maintained by Operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City of Riverside.

1.2 Ratings. Any insurance policy or coverage provided by Operator or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder’s rating of A or higher and a Financial Class of VII or higher.

1.3 Cancellation. The policies shall not be canceled unless thirty (30) days’ prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Operator pursuant to this Agreement are adequate to protect Operator. If Operator believes that any required insurance coverage is inadequate, Operator will obtain such additional insurance coverage as Operator deems adequate, at Operator’s sole expense.

2 Workers’ Compensation Insurance. By executing this Agreement, Operator certifies that Operator is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers’ compensation, or to undertake self-insurance before commencing any of the work. Operator shall carry the insurance or provide for self-insurance required by California law to protect said Operator from claims under the Workers’ Compensation Act. Prior to City’s execution of this Agreement, Operator shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Operator is self-insured for such coverage, or 2) a certified statement that Operator has no employees, and acknowledging that if Operator does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days’ prior written notice before modification or cancellation thereof.

3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Operator shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Operator against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, acting for or on behalf of Operator, and/or anyone using/renting/riding Operator's equipment. The City, and its officers, employees and agents, shall be named as additional insureds under the Operator's insurance policies.

3.1 Operator's Commercial General Liability (CGL) insurance policy shall be on an occurrence basis and shall cover both bodily injury (including death) and property damage (including, but not limited to, premises, products and completed operations, independent contractor's liability, personal and advertising injury, and contractual liability) in an amount not less than \$5,000,000 per occurrence and \$10,000,000 aggregate, which may be a combination of general liability and umbrella/excess liability insurance.

3.1.a. The City of Riverside, its officers, employees and agents are to be added as additional insureds on the CGL policy, which can be done by endorsement. City will accept endorsement forms CG 20 10 11 85, or CG 20 10 / CG 20 26 / CG 20 33 / CG 20 38 with CG 2037.

3.1.b. Operator hereby grants to City of Riverside a waiver of any rights of subrogation which any insurer of Operator may acquire against City of Riverside by virtue of payment of any loss. Operator shall obtain relevant endorsement necessary to affect this waiver of subrogation and provide same to City of Riverside. This provision is applicable, regardless of whether or not City of Riverside has received a waiver of subrogation endorsement form.

3.2 Operator's Automobile Liability (AL) policy shall be on an occurrence basis and shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Operator's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Operator's performance of this Agreement, which vehicles shall include, but are not limited to, Operator owned vehicles, Operator leased vehicles, Operator's employee vehicles, non-Operator owned vehicles and hired vehicles.

3.2.a. The City of Riverside, its officers, employees and agents are to be added as additional insureds on the AL policy.

3.3 Worker's Compensation (WC) policy, as required by the State of California, with statutory limits and Employer's Liability insurance with minimum limits of \$1,000,000 per accident for bodily injury or disease.

3.3.a. WC policy shall be endorsed with a waiver of subrogation in favor of City of Riverside for all work performed by the Operator, its employees, agents and

subcontractors. This provision is applicable, regardless of whether or not City of Riverside has received a waiver of subrogation endorsement form.

3.4 Prior to City’s execution of this Agreement, copies of insurance policies or original certificates along with relevant endorsements acceptable to the City evidencing the coverage required by this Agreement, for commercial general liability, automobile liability, umbrella, and worker’s compensation insurance. Any Certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

3.5 Operator shall maintain an Umbrella Insurance policy providing coverage in excess of its primary general liability and automobile liability policies in the amount not less than \$5,000,000 per occurrence. The City of Riverside must be named as an additional insured.

3.6 The policy shall specify that the insurance provided by Operator will be considered primary and not contributory to any other insurance available to the City. Any insurance or self-insurance shall be in excess of the Operator’s insurance and shall not contribute with it.

Acknowledgment of Insurance Provisions:

[name of business]

[type of entity]

DATE _____

BY: _____

Name:

Title:

CERTIFICATE

STATE OF)
) SS:
COUNTY OF)

I, HEREBY, CERTIFY that during a meeting of the Board of Directors of the _____, a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Agreement for _____ between the City of Riverside and this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Secretary

(SEAL)