

Service Agreement

Bike Sharing Services

This Bike Sharing Services Agreement ("Agreement") is made this 14th day of October 2017, by and between the City of Alameda, a municipal corporation existing under the law of the State of California and its Charter ("City") and Neutron Holdings, Inc. a Delaware corporation dba LimeBike ("LimeBike"). City and LimeBike are each individually referred to as a "Party," and collectively, the "Parties."

Recitals

1. Goals of City are to provide safe and affordable multi-modal transportation options to all residents, reduce auto traffic congestion, and maximize carbon-free mobility.
2. Bike share services are a component to help the City achieve its transportation goals, as described in its General Plan, and the City desires to make bike share services available to residents, employees and visitors in the City.
3. LimeBike proposes to operate a bike share program within the City.
4. LimeBike will abide by all city ordinances and rules governing the use of public right of way to efficiently and effectively provide bike share services.
5. LimeBike possesses GPS, 3G, and self-locking technology in its bicycles such that its bicycles may be locked and opened by users with an app and tracked to provide for operations and maintenance ("Bicycle Fleet").

In consideration of the mutual covenants and representations set forth in this Agreement, City and LimeBike hereby agree to launch a pilot bike share program, with the possibility of an extension for a longer term, as follows:

Agreement

1. Pilot Term. This Agreement shall commence on October 4, 2017, (the "Commencement Date") and shall expire (6) months after the Commencement Date, unless extended by mutual written agreement or earlier terminated pursuant to Section 18 ("Termination"). Five months after the Commencement Date, LimeBike and City will meet to discuss a possible longer-term agreement, that could be an amendment to this Agreement with commercially-reasonable, mutually-agreeable modifications to address any issues raised during the pilot term.
2. Use of City Right of Way. Pursuant to the terms of this Agreement, City hereby authorizes LimeBike to use the public Right of Way (on a non-exclusive basis) solely for the purposes of maintaining and offering its Bicycle Fleet for a bike sharing program within the City. For purposes of this Agreement, the term "Right of Way" refers to sidewalks, roads and other pathways owned and maintained by the City. Authority to utilize the Right of Way for this Bicycle Fleet is conditioned on compliance with all terms 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.

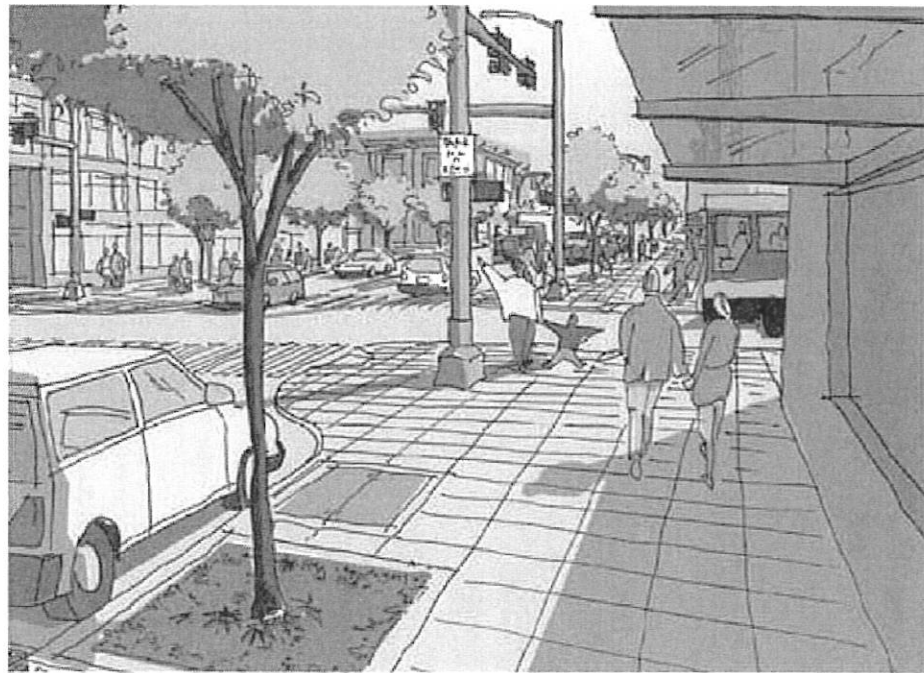
- a. This Agreement only applies to operations within the City of Alameda Right of Way and City Parks. Additional zones may be established; for example, locations within regional parks, publicly-accessible plazas, off-street parking lots/garages, or campuses. However, permission to do so shall require the prior written consent of the City or property owner; and shall be communicated to LimeBike's customers through signage approved by the respective property owner and/or through the mobile and web application.
3. Use of City Parks. Pursuant to the terms of this Agreement, City hereby authorizes LimeBike to use the City Parks (on a non-exclusive basis) solely for the purposes of maintaining and offering its Bicycle Fleet for a bike sharing program within the City. For purposes of this Agreement, the term "City Parks" refers to hard-surfaced areas owned and maintained by the City within designated City parks. Authority to utilize the City Parks for this Bicycle Fleet is conditioned on compliance with all terms 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.
4. Use. LimeBike customers may use the public Right of Way and City Parks solely for parking of bicycles owned and maintained by LimeBike for use in the bike share program, and for riding Bicycle Fleet bicycles. LimeBike shall not place or attach any personal property, fixtures, or structures to City Right of Way or City Parks without the prior written consent of City or private property owners.

Use of the Right of Way and City Parks, and LimeBike's operations within the City, shall, at a minimum: a) not adversely affect City Right of Way, or the City's streets, or sidewalks, or City Parks; b) not adversely affect the property of any third parties; c) not inhibit pedestrian movement or ADA access within the sidewalks 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.

5. Bicycles. All bicycles that are part of the Bicycle Fleet shall:
 - a. Meet the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles. Additionally, permitted systems shall meet the safety standards outlined in ISO 43.150 – Cycles, subsection 4210.
 - b. Meet the bicycle requirements in the California Vehicle Code, including for lights and reflectors.
 - c. Have an emblem of LimeBike, current contact information (including for relocation requests) and a unique identifier prominently displayed on the bicycle.
 - d. Be high quality and sturdily built to withstand the rigors of outdoor storage and constant use.
 - e. Accommodate a wide range of users.
 - f. Be well-maintained and in good riding condition.

6. Bicycle Parking. LimeBike and the City will collaboratively identify designated bicycle parking zones to station bicycles and corral rebalanced bicycles. The pre-designated bicycle parking zones for staging and corralling bicycles for public use ("Home Zones") will be identified on an up-to-date online map, to be maintained by LimeBike and available for viewing by the City at all times.

- a. Bicycles shall be parked in the landscape/furniture zone of the sidewalk (i.e., not blocking the pedestrian travelway zone or frontage zone of buildings; these areas are indicated in the graphic immediately below), or at a public bicycle rack, or in a City Park, or at another City-owned location with prior written approval of the City.



Landscape/Furniture Zone

Pedestrian Zone

Frontage Zone

- b. Bicycles in the Bicycle Fleet shall be restricted to the following parking zones on the sidewalk:
- i. Bicycles can only be parked on hard surfaces within the landscape/furniture zone (e.g. concrete, asphalt).
 - ii. Bicycles shall not be parked at the corners of sidewalks or within five feet of crosswalks or curb ramps.
 - iii. Bicycles shall not be parked on blocks where the landscape/furniture zone is less than 24 inches, or where there is no furniture zone.
 - iv. On blocks without sidewalks, bicycles may be parked if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.

- v. The City reserves the right to determine certain block faces where bicycle parking is prohibited.
 - vi. Bicycles shall not be parked in the landscape/furniture zone adjacent to or in any way blocking:
 - 1. Transit stops, shelters or platforms;
 - 2. Commercial loading (yellow) zones;
 - 3. Passenger loading (white) zones;
 - 4. Disabled parking zone;
 - 5. Street furniture that requires pedestrian access (for example - benches, parking pay stations, etc.);
 - 6. Curb ramps;
 - 7. Entryways; and
 - 8. Driveways.
 - vii. Bicycles parked in residential areas that do not impede pedestrian travel will be allowed to remain in place for up to 24 hours after they are parked. However, if there is a call or complaint, LimeBike shall respond in the time periods outlined in Exhibit A.
- c. Bicycles parked in City Parks will be parked on hard surfaces (e.g. concrete, asphalt), in locations that allow sufficient width for accessible pedestrian travel.
 - d. Bicycles parked on private property will be allowed at the discretion of the private property owner.
 - e. Bicycles shall stand upright when parked.
 - f. With the advance approval of the City, LimeBike may indicate virtual bicycle racks, such as with paint or decals, and/or use signage where appropriate to guide riders to these preferred, though not required, parking zones in order to assist with orderly parking of bicycles throughout the City. The City, at its own discretion, may choose to support the bike sharing program with the installation of additional bicycle racks and/or designated bicycle parking zones.
 - g. LimeBike may add or remove Home Zones at their discretion, however, LimeBike will remove Home Zones upon City request.
 - h. LimeBike will actively manage the Bicycle Fleet to ensure orderly parking and the free and unobstructed use of the Right of Way and City Parks. Any

bicycle that is parked improperly shall be re-parked in a correct manner or shall be removed by LimeBike within the timeframe indicated in Exhibit A.

7. Communication with City. LimeBike shall:

- a. Provide the City with a contact name and phone number for staff that are capable of relocating or rebalancing bicycles, removing bicycles, and repairing bicycles.

8. Customer Communication. LimeBike shall:

- a. Educate users regarding laws applicable to riding and operating a bicycle in the City of Alameda and to wearing a helmet (if under 18).
- b. Notify customers that bicyclists shall yield to pedestrians on sidewalks.
- c. Instruct customers on how to park a bicycle legally and properly.
- d. Provide a mechanism for customers to easily and quickly notify the company that there is a safety or maintenance issue with the bicycle, such as in the mobile application.
- e. Maintain a 24-hour customer service phone number for customers to report safety concerns or complaints, or ask questions.
- f. Implement a marketing plan and promote the use of bicycle sharing citywide, particularly among low-income communities.
- g. Establish and maintain a multilingual website with languages determined by the City, call center, and mobile application customer interface that is available twenty-four hours a day, seven days a week.
- h. At the discretion of the City, distribute a customer survey developed by the City before the end of the pilot term.
- i. With direction and guidance from the City, lead outreach efforts to business associations, major developers and property managers, community groups and other key stakeholders, to solicit input on the location of bicycle Home Zones, program operations and program feedback.

9. Condition of City Right of Way

- a. City makes the public right of way and City Parks available to LimeBike in an "AS IS" and "WITH ALL FAULTS" condition. City makes no representations or warranties concerning the condition of the public way and City Parks or its suitability for use by LimeBike or its customers, and assumes no duty to warn either LimeBike or its customers concerning conditions that exist now or may arise in the future.
- b. City assumes no liability for loss or damage to LimeBike's bicycles or other property. LimeBike agrees that City is not responsible for providing security

at any location where LimeBike's bicycles are stored or located, and LimeBike hereby waives any claim against City in the event LimeBike's bicycles or other property are lost or damaged.

10. Maintenance and Care of portion of City Right of Way and City Parks: LimeBike 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 LimeBike's use of City Right of Way and City Parks. Should LimeBike fail to repair, replace or otherwise restore such real or personal property, LimeBike expressly agrees to pay City's costs in making such repairs, replacements or restorations.
11. Operations & Maintenance. LimeBike shall be responsible to maintain the Bicycle Fleet as set forth in Exhibit A. LimeBike shall be solely responsible for all maintenance and service costs in order to maintain the Bicycle Fleet and associated maintenance to minimum level of service and reporting outlined in Exhibit A.
 - a. The City will notify LimeBike, as noted in "Exhibit A," of any bicycle that is found adversely affecting the City Right of Way or City Parks. LimeBike shall be responsible to correct improperly parked bicycles within the timeframes listed in "Exhibit A".
 - b. Any inoperable bicycle, or any bicycle that is not safe to operate shall be removed from the right-of-way within 24 hours after notice from the City, and shall be repaired before the bicycle is return to revenue service
 - c. LimeBike shall give the City special rights access to immediately unlock and remove bicycles blocking access to the City Right of Way or City Parks.
 - d. LimeBike will explore cash payment methods and offer less expensive rides and plans for those with lower incomes, such as students and seniors.
12. Research. LimeBike agrees that the City may use a third-party researcher to evaluate the bike share program. Data will be shared with the third-party researcher only for purposes of evaluating or enforcing the requirements of this pilot program.
13. Indemnification. LimeBike shall defend, pay, indemnify and hold harmless City, its officers, officials, employees, agents, invitees, and volunteers (collectively "City Indemnitees") from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of or from or on account of:
 - a. Any occurrence upon, at or from City Right of Way or City Parks or occasioned wholly or in part by the entry, use or presence upon City Right of Way or City Parks by LimeBike or by anyone making use of City Right of Way or City Parks at the invitation or sufferance of LimeBike, except such loss or damage which was caused by the sole negligence or willful misconduct of City.

- b. Use of LimeBike's bicycles by any individual, regardless of whether such use was with or without the permission of LimeBike, including claims by users of the bicycles or third parties.
- 14. Insurance. Prior to beginning and continuing throughout the term of this Agreement, LimeBike, at sole cost and expense, shall furnish the City with certificates of insurance evidencing that it has obtained and maintains insurance in the following amounts:
 - a. Workers' Compensation that satisfies the minimum statutory limits.
 - b. Commercial General Liability and Right of Way Damage Insurance in an amount not less TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage.
 - c. Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.

All insurance policies shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds with any City insurance shall be secondary and in excess to LimeBike's insurance. Such certificates, which do not limit LimeBike's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda, "Attention: Risk Manager." If LimeBike's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this Agreement so as to not prevent any of the Parties to this Agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention. It is agreed that LimeBike shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. The City's Risk Manager may waive or modify any of the insurance requirements of this Section 14.

- 15. Compliance with Law. LimeBike 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 City Parks and the operation of its bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for LimeBike's lawful use or occupancy of City Right of Way or City Parks or any portion thereof, LimeBike shall procure and maintain such license, permit and/or governmental authorization throughout the term of this Agreement. City shall reasonably cooperate with LimeBike, at no additional cost to City, such that LimeBike can properly comply with this Section and be allowed to use City Right of Way and City Parks as specified in Section 4.

16. Required Reports. LimeBike shall provide reports to the City concerning utilization of its bicycles and bicycle route usage not less than monthly, and shall cooperate with the City in the collection and analysis of aggregated data concerning its operations. In addition to the items included in Exhibit A, these reports will include, but not be limited to:

- a. Aggregated breakdown of customers by City resident/or not.
- b. Number of reported collisions, and primary collision factor, if available.
- c. Total number of rides taken per day, total number of trips by hour of the day, plus monthly and cumulative totals.
- d. At least once during the pilot period, LimeBike will conduct a survey of its users in Alameda focused on gender and age and will provide aggregated data to the City. Gender will be reported by male, female, and other. Age will be reported into these age groups: 5-17, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.

17. 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.

18. Termination. This Agreement may be terminated prior to the expiration date set forth in Section 1, above, upon the occurrence of any of the following conditions:

- a. Upon delivery of at least thirty (30) days' prior written notice from City to LimeBike terminating this Agreement for any reason, or for no reason, or if circumstances pose a serious threat to public health or safety, the Agreement may be terminated immediately.
- b. An attempt by LimeBike to transfer or assign this Agreement.

LimeBike shall not terminate this Agreement without first giving at least sixty (60) days' written notice of plans for termination.

Upon the effective date of termination of this Agreement by either Party, LimeBike shall, at its sole cost and expense, immediately remove all bicycles from the City and restore all City Right of Way and City Parks to the condition of the City Right of Way and City Parks at the Commencement Date of this Agreement.

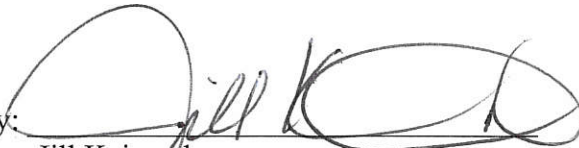
19. Amendment. This Agreement may be amended by mutual agreement of the Parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the Parties.

20. Applicable Law and Venue. The laws of California shall govern the interpretation and enforcement of this Agreement.

21. Counterparts. 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.

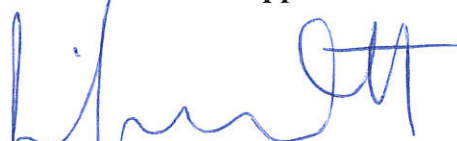
In WITNESS WHEREOF, the PARTIES have signed this Agreement on the dates indicated below.

CITY OF ALAMEDA

By: 
Jill Keimach
City Manager

Date: 10/4/17

Recommended for Approval:


Jennifer Ott
Transportation Planning Director

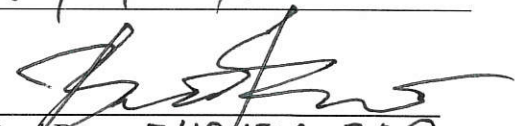
Approved as to Form:


Andrico Q. Penick
Assistant City Attorney

NEUTRON HOLDINGS, INC.
a Delaware Corporation dba LimeBike

By: 
Weiyao Sun
CEO

Date: 10/2/2017

By: 
Brad Bao ZHOUJIA BAO
Secretary / Chairman

Date: 02-OCT-2017

Exhibit A:
Description of LimeBike's Service Level Agreement

The following performance standards shall, at all times during the term of this Agreement, be met. Additionally, LimeBike shall provide reports to the City at the time stated below in order to help the City measure the success of the bike sharing program in serving its residents and visitors and improving the livability and mobility of City residents and visitors.

Performance Standard	Description	Measurement Tool	Minimum Performance Standard	Reporting Frequency
App & customer service support portal	LimeBike reservation system fully operational	Uptime reporting	The app will be operational 99.5% of the time (uptime).	monthly
Bicycle distribution and usage	Maps identifying trends in peak bicycle distribution	Maps showing aggregate/heat map usage patterns.	Fleet will focus on serving people in the City of Alameda	monthly
Bicycles in service	# of bicycles in service	Daily uptime reports	Launch with at least 200 bicycles on Commencement Date, increase to at least 300 bicycles deployed within five weeks of Commencement Date, and then maintain at least 300 bicycles in service in the City. A minimum of 50 bicycles will be located at Alameda Point (west of Main Street), on average over a 24-hour period. These totals may be increased based on usage data and City approval. Should LimeBike secure private partnerships for parking/hosting bicycles, additional bicycles may be operational in the City in accordance with those private agreements. A minimum of 90% of deployed bicycles will be operable at any time.	monthly

Rebalancing	Regular re-distribution of bicycles	Number of requests. Time relative to report logs.	Bicycles will be relocated or rebalanced: Within two (2) hours of receiving notice, Monday-Friday from 8am-8pm, not including State and Federal holidays. At all other times, within ten (10) hours of receiving notice.	monthly
Report-responsive	Response time to improper bicycle parking / other problems communicated to Customer Service. City may call 1-888-LIME-345, text 1(888)-546-3345, email support@limebike.com, or use customer service portal in the app.	Number of complaints. Time relative to report logs.	Within two (2) hours during business hours between 8am to 8pm Monday through Saturday except for State and Federal holidays. For any complaint outside of business hours, within two hours (2) of start of business hours.	monthly