

Car Sharing Service Agreement

This Car Sharing Service Agreement (“**Agreement**”) is entered into as of May ____, 2018 (“**Effective Date**”), by and between the City of Alameda, a municipal corporation existing under the law of the State of California and its Charter (the “**City**”) and A3 Mobility LLC (the “**Company**”). The City and the Company are each individually referred to as a “Party”, and collectively, the “Parties.”

In consideration of the mutual covenants and representations set forth in this Agreement, the City and the Company hereby agree to the operation of a pilot car share program within the City, as follows:

Terms and Conditions

1. Pilot Term. This Agreement shall commence on Wednesday, May ____, 2018 (the “Commencement Date”) and shall remain in effect for a period of fourteen (14) months (“Term”) until June 30, 2019 unless terminated earlier as set forth herein. Thereafter, the Term shall renew upon mutual written agreement by the Parties.

2. Use of the City Right of Way.

a. The City hereby authorizes the Company and the members (the “Members”) of its GIG Car Share program (the “Car Sharing Program”) to use the roads and other vehicle-permitted areas within the City (the “City Right of Way”) on a non-exclusive basis for the purposes of operating and using the Car Sharing Program, including, without limitation, the operating and parking of the Car Sharing Program vehicles (the “Vehicles”) on the City Right of Ways. The Company agrees that the use of such City Right of Way for will be subject to such laws and regulations applicable to the general public and non-commercial use of City Right of Way, with additional permissions, guidelines and restrictions as set forth in Exhibits A, B and C. For clarity, the term “City Right of Way” does not fall under any other definition as set forth by any statutes, ordinances, regulations, or requirements of the City. The City will notify the Company of any Vehicle that is found adversely impacting the City Right of Way, and the Company shall use commercially reasonable efforts to correct any such situation.

b. The rights and restrictions set forth in this Agreement only apply to the operation and use of the Car Sharing Program within the City Right of Way, and this Agreement does not limit the right of the Company to operate or expand the Car Sharing Program in areas or zones that are not deemed City Right of Way.

c. The Company acknowledges that nothing in this Agreement shall constitute any lease or easement, and is not intended and shall not be construed to transfer any real property interest in the City’s property. The Company agrees not to place or attach any personal property, fixtures, or structures to the City Right of Way or other property owned or controlled by the City without prior written consent from the City.

d. The City makes the City Right of Way available in an “AS IS” and “WITH ALL FAULTS” condition. Other than in compliance with its general legal obligations, the City makes no additional representations or warranties concerning the condition of the public way or its suitability for use by the Company or its Members, and assumes no additional duty to warn either the Company or its Members concerning conditions that exist now or may arise in the future.

e. The City assumes no liability for loss or damage to Vehicles or other property other than to the extent caused by the City or its employees. The Company agrees that other than its general legal obligations, the City is not responsible for providing security at any location where the Vehicles are stored or located. The Company hereby waives any claim against the City in the event the Vehicles or other property are lost or damaged to the extent such loss or damage was not caused by the City or its employees or to the extent such loss or damage was not caused by City’s or its employees’ failure to adhere to all relevant legal obligations.

f. Subject to the terms of this Agreement, the Company’s Member Agreement and Privacy Policy then in effect, as well as all applicable laws and regulations, the Company agrees to provide reporting on the Car Sharing Program as specified in Exhibit D. In addition, the Company agrees to use commercially reasonable efforts to deliver on the performance targets and associated reporting as specified in Exhibit E.

3. City Operational Zone.

a. The Company and the City will mutually agree upon the area within City limits where the City is authorizing the Company to operate the Car Sharing Program (the “City Operational Zone”) as set forth in Exhibit B - Permissions, Guidelines and Restrictions: Carsharing Organization Responsibilities. The Company will maintain an updated City Operational Zone within its mobile application for the Car Sharing Program, and will provide reasonably prompt updates, as applicable.

b. The Company shall be permitted to change the City Operational Zone by agreement of the Parties in writing during the Term. Provided the Company demonstrates to the City that changes to the City Operational Zone continue to meet the City’s eligibility criteria, the City will approve the change to the City Operational Zone area within three (3) business days of the Company’s written request. The City may present proposals to change the City Operational Zone to the Company, and the Company agrees to reasonably cooperate with the City for updating the City Operational Zone based upon such notice.

4. Vehicles.

a. All Vehicles will prominently display the Company logo.

b. The Company shall be responsible for all maintenance and service costs required to maintain the Vehicles.

c. If the City reasonably deems any Vehicle to be inoperable or unsafe to operate (as reasonably agreed to by the Company), the Company shall remove such Vehicle from the City Right of Way within twenty-four (24) hours after notice from the City.

d. The Company shall be responsible for payment of all traffic citations and towing expenses incurred by its Members in the operation (including parking) of Vehicles within the City Right of Way.

5. Members. The Company shall maintain a current version of its agreement with its Members ("Member Agreement") that provides its Members with information on the applicable rules and terms of use for participating in the Car Sharing Program, including any applicable permissions, guidelines, and restrictions as applicable to use within the City and as set forth in Exhibit A.

6. Confidentiality.

a. All technical, financial and proprietary information and data, patents, patent licenses, trademarks, copyrights and intellectual property shared by the Company with the City in connection with this Agreement shall be deemed the confidential information of the Company (collectively, the "Confidential Information"). All Confidential Information will remain the sole property of the Company. The City agrees that it will (i) hold in confidence and not disclose to any third party any Confidential Information, except as approved in writing by the Company or as provided subsections (b) and (c) below; (ii) protect such Confidential Information with at least the same degree of care that the City uses to protect its own confidential information, but in no case, less than reasonable care; (iii) use such Confidential Information for no purpose other than as permitted by this Agreement; (iv) limit access to such Confidential Information to those of the City's employees or authorized representatives having a need to know; and (v) immediately notify the Company upon discovery of any loss or unauthorized disclosure of such Confidential Information.

b. The City has no obligations under this Agreement with respect to any portion of Confidential Information if the City can demonstrate with competent evidence that such portion (i) was in the public domain at the time it was communicated to the City; (ii) entered the public domain subsequent to the time it was communicated to the City through no fault of the City; (iii) was in the City's possession free of any obligation of confidence prior to the time it was communicated to the City; (iv) was rightfully communicated to the City free of any obligation of confidence subsequent to the time it was communicated by the Company; or (v) was developed by employees or agents of the City independently of and without reference to any information communicated to the City.

c. Notwithstanding the above, the City may disclose Confidential Information, without violating the obligations of this Agreement, to the extent such disclosure is required by regulation, statute, a valid order of a court or other governmental body having jurisdiction, or a public records requests for information for which there is no statutory exception, provided that the City gives the Company reasonable prior written notice of such disclosure and does not object or oppose the Company in obtaining a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

d. Notwithstanding anything to the contrary, the City agrees that all use and exchange of data, including Confidential Information, relating to the Car Sharing Program will be subject to

the terms and restrictions of the Company's Member Agreement and Privacy Policy then in effect, as well as all applicable laws and regulations.

e. The City recognizes and agrees that other than as agreed to in writing by the Parties, nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any of the Confidential Information.

7. Reports. The Company agrees to provide the reports and performance targets set forth in Exhibits D and E except to the extent prohibited by law or regulation or the Member Agreement or the Company's Privacy Policy.

8. Research and Outreach. The Company acknowledges that the City may want to engage in certain third party research (e.g. Member surveys) or other community outreach efforts as related to the Car Sharing Program, and the Company agrees to reasonably cooperate with the City in such efforts; provided that any public or Member-facing materials and content shall be subject to the Company's prior approval, in its sole discretion.

9. Independent Parties:

Company hereby declares that Company is engaged as an independent business and Company agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Company, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Company's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Company, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Company. Payments of the above items, if required, are the responsibility of Company.

10. Termination:

a. In the event Company fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Company shall be deemed in material breach in the performance of this Agreement. If such default is not cured within thirty (30) business days after receipt by Company from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Company written notice thereof.

b. In addition to the foregoing, the City may terminate this Agreement upon thirty (30) days written notice specifying the general nature of the reason for termination, if a member of the Company while using a Vehicle in the City of Alameda is involved in a event which for purposes of this Agreement includes but is not limited to: acts of mayhem, terrorism, or any other willful, wonton or malicious misconduct that posed a serious threat to public health or safety ("**Tragic Event**"). Notwithstanding the foregoing, the Parties agree to cooperate in good faith to address

the City's concerns, which shall include the exploration of any alternatives to the termination of this Agreement within the 30 days.

11. Hold Harmless:

a. Company shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Company's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Company, Company shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Company. However, Company shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. Company's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement but shall terminate five (5) years after the expiration or early termination of this Agreement.

c. Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other Party for any consequential, incidental, indirect, special or punitive damages concerning the subject matter hereof, including for loss of profits, or loss of opportunity or use of any kind, suffered by the other Party, or its affiliates, whether in contract, tort, or otherwise.

12. Insurance:

a. On or before the commencement of the terms of this Agreement, Company shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Company'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."

b. It is agreed that Company 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. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Company shall maintain the following insurance coverage:

- (1) Workers' Compensation:
Statutory coverage as required by the State of California.
- (2) Liability:
Commercial general liability coverage in the following minimum limits:
Bodily Injury: \$1,000,000 each occurrence
\$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

- (3) Automotive:
Comprehensive automobile liability coverage (any auto) in the following minimum limits:
Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence
or
Combined Single Limit: \$2,000,000 each occurrence

B. SUBROGATION WAIVER:

Company agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Company shall look solely to its insurance for recovery. Company hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Company or City with respect to the services of Company herein, a waiver of any right to subrogation which any such insurer of said Company may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Company at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Company's name or as an agent of the Company and shall be compensated by the Company for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Company. Company is advised to consult Company's insurance broker to determine adequate coverage for Company.

13. Compliance with Law. The Company at its own cost and expense shall comply with all statutes, ordinances, regulations, and requirements of the City that are applicable to the operation of the Car Sharing Program, including but not limited to laws governing the operation of Vehicles. If any license, permit, or other governmental authorization is required for the Company's lawful use or occupancy of the City Right of Way or any portion thereof, the Company shall procure and maintain such license, permit or governmental authorization throughout the term of this Agreement. The City shall reasonably cooperate with the Company such that the Company can properly comply with this Section and be allowed to use the City Right of Way as specified herein.

To the extent that the City reasonably believes the Company may be non-compliant, the City shall provide written notice to the Company and allow for a reasonable time to cure such non-compliance.

14. Notices. Any notices or communications required or permitted to be given by this Agreement must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or (iii) transmitted by electronic mail transmission (including PDF) as follows:

If to the City:

Gail Payne
Senior Transportation Coordinator
City Hall
2263 Santa Clara Avenue, Rm 130
Alameda, CA 94501
Email: gpayne@alamedaca.gov

If to the Company:

Dermot Hikisch
Head of New Markets, GIG Car Share
AAA Northern California, Nevada & Utah
A3Ventures
130 Webster Street
Oakland, CA 94607
Email: Dermot.Hikisch@norcal.aaa.com

With copy to:

A3 Mobility LLC
1277 Treat Blvd. Suite 1000
Walnut Creek, CA 94597
Attn: Legal Department

15. 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.

16. 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.

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

18. 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

A3 MOBILITY LLC

By: _____
Elizabeth D. Warmerdam
Acting City Manager

By: W. A. H.
CIO

Date: _____

Date: 4/18/18

Recommended for Approval:

By: _____

J. Ott
Jennifer Ott
Acting Assistant City Manager

Date: _____

Approved as to Form:

A. Q. Penick
Andrico Q. Penick 4/18/18.
Assistant City Attorney

Exhibit A: Permissions, Guidelines and Restrictions: User Responsibilities

The following section explains the recommended pilot program for Gig Car Share to operate in the City of Alameda. The model is for Gig Car Share vehicles to park at on-street parking on public right-of-way. The below section highlights where trip ends will be prohibited, and also summarizes the responsibilities of Gig Car Share and the City of Alameda.

Users will be prohibited from ending one-way carsharing rentals for the pilot program at:

- Spaces with parking meters due to the daily street sweeping that occurs in the Webster Street Business District and in the downtown Park Street area and so as to not impact these premium parking spaces for up to 72 hours. In the City of Alameda, parking metered areas have street sweeping every morning since these spaces are located in downtown Alameda and in the Webster Street Business District. Thus, carsharing members will not be allowed to end trips at parking meters since the idle vehicle could block the street sweeping making the street sweeping less effective, which causes pollution to the San Francisco Bay.
- The Civic Center Parking structure on Oak Street at Central Avenue so as to not impact these premium parking spaces for up to 72 hours; and
- Bay Farm Island due to the high concentration of private streets, lack of current carsharing demand and the residential parking permit areas adjacent to the ferry terminal except if it makes business sense for the carsharing organization to service this area.

Exhibit B: Permissions, Guidelines and Restrictions: Organization Responsibilities

Carsharing organization responsibilities for the pilot program will include:

- Launching with up to 35 vehicles on the main island of Alameda.
- Using commercially reasonable efforts so that no more than 50 vehicles on average over a 24-hour period are within the City of Alameda.
- Launching in Bay Farm Island only if it makes business sense for the carsharing organization to serve this area.
- Using fuel efficient hybrid, electric vehicles or other best practice technology to reduce greenhouse emissions from carsharing vehicles. The current batch of 500 East Bay vehicles are Prius C hybrid electric vehicle models from 2017 and 2018 – black with blue bike racks – and average 47 miles per gallon.
- Using commercially reasonable efforts to relocate vehicles prior to impacting City street sweeping schedule and prohibiting Members from ending trips less than 12 hours before the posted street sweeping in order to avoid impacting street sweeping.
- Using commercially reasonable efforts to relocate vehicles prior to the vehicles being parked at the same location for more than 72 hours.
- Exploring ways to provide accessible vehicles such as vehicles with hand controls in partnership with local stakeholders such as the Center for Independent Living.
- Providing clear and updated rules to the carsharing users as to where rental endings are prohibited.
- Responding to any concerns from Alamedans about the service with a 24/7 support line, which for GIG Car Share is (800) 464-0889.
- Collecting and distributing regular usage data reports in a format preferred by the City and in coordination with the other East Bay pilot cities.
- Paying for any parking fines and towing violations incurred by its vehicle fleet.

Exhibit C: Permissions, Guidelines and Restrictions: City Responsibilities

City staff responsibilities for the pilot program will include:

- Promoting and leading the ribbon cutting and launch of the program.
- Educating Alamedans about carsharing options in Alameda.
- Enforcing the rules of the program, especially by ticketing or towing any carsharing vehicles that are found violating the 72-hour time and street sweeping restrictions similar to any other car on the street.
- Forwarding concerns about vehicles and parking to the appropriate carsharing organization.
- Monitoring progress of the pilot program and presenting a status to the Transportation Commission on a quarterly basis.
- Presenting to the Transportation Commission and the City Council an evaluation of the point-to-point carsharing pilot program after one year and recommending whether to extend, modify or terminate the program. The pilot program end date of June 30, 2019 coincides with the other East Bay pilot programs.

Exhibit D: Reports

Company shall provide reports to the City concerning the following not less than quarterly.

1. Total number of Members with Company, in the San Francisco Bay Area, Designated Service Area (“Region”), and the City.
2. Total number of trips starting in the City (origins) over the review period.
3. Total number of trips ending in the City (destinations) over the review period.
4. Median number of trips per car per day in the City and for the entire Region.
5. Median parking time per Vehicle in the City and for the Region.
6. Median duration of trip length (in minutes) for the City and the Region.
7. Median trip length (in miles) for the City and Region.
8. Member demographics by age. Age will be reported into these age groups: 16-29, 30-44, 45-59, 60-74, 75 and over.
9. Heat map of trip origins in the City.
10. Heat map of trip destinations in the City.

Exhibit E: Performance Targets

Performance Standard	Description	Measurement Tool	Performance Targets	Reporting Frequency
App & Member service support portal	GIG Car Share reservation system fully operational	Uptime reporting	The app will be operational 99.5% of the time (uptime)	Monthly
Vehicles in service	# of vehicles in service (% of fleet available)	Daily uptime reports	Upon launch, existing vehicle fleet (~500 vehicles); with a target of 80% fleet availability through the program	Monthly
Rebalancing	Regular redistribution of vehicles	Parking alerts.	Intent to minimize vehicles parked >72 hours.	Monthly
Report-responsive	Response time to problems communicated to Member Care. City may call 1-800-464-0889, email membersupport@gigcarshare.com or use Member service portal in the app.	Number of calls. Response time relative to report logs.	90% response time to all calls in 60 seconds or less. Target to respond within (2) hours to Member safety issues and 24 hours for vehicle concerns.	Monthly
Vehicles in market	Active management of Vehicles to ensure no more than 50 vehicles on average in Alameda HomeZone over a 24 hour period.	Monthly availability report.	Monthly average at or below 50 vehicles/day.	Monthly



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
AMERIC-A3-GAWUX-18-19	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED A3 MOBILITY LLC DBA GIG 1277 TREAT BOULEVARD WALNUT CREEK, CA 94597	INSURER A : Old Republic Insurance Company	
	INSURER B : Empire Fire & Marine Insurance Co.	
	INSURER C : Twin City Fire Insurance Company	
	INSURER D : Navigators Insurance Group	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** SEA-003540512-10 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR - \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY312863	03/15/2018	03/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> CORP LIMITS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			RSF012253901	03/15/2018	03/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 15,000 BODILY INJURY (Per accident) \$ 30,000 PROPERTY DAMAGE (Per accident) \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			RSX012254001	03/15/2018	03/15/2019	CORPORATE LIMITS \$ 100/300/50 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			NY18UMR931447IV	03/15/2018	03/15/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	MWC312861 (AZ,NV,UT) MWC312864 (CA) 10WBAA0FPG (AOS)	03/15/2018 03/15/2018 03/15/2018	03/15/2019 03/15/2019 03/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C							
B	EXCESS LIABILITY			RSX012254001	03/15/2018	03/15/2019	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re AAA NCNU and A3 Mobility LLC d.b.a. Gig rental vehicles free floating fleet subject to the member agreement

CERTIFICATE HOLDER CITY OF ALAMEDA CITY HALL ATTN: GAIL PAYNE 2263 SANTA CLARA AVENUE, ROOM 130 ALAMEDA, CA 94501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Michael Finigan <i>Michael Finigan</i>
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