

PILOT OPERATING AGREEMENT

This Pilot Operating Agreement (the “Agreement”) is entered into by and between Bird Rides, Inc., located at 406 Broadway #369 Santa Monica, CA 90401 (“Company”), and CITY located at _____ (“City”) as of [] __, 2022.

1. Statement and Purpose

The purpose of this Agreement is to establish interim rules and regulations governing the pilot operation of an Electric Bike and Stand-up Electric Scooter sharing system within the City while this Agreement is in effect (the “Pilot”), and to ensure that the Pilot is consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public rights-of-way.

2. Scope

This Agreement and its terms apply to any proposed deployment of Electric Bike and/or Stand-up Electric Scooter sharing systems within City’s jurisdictional boundaries. No person shall deploy an Electric Bike and/or Stand-up Electric Scooter sharing system in the City in violation of this Agreement. This Agreement and the Pilot shall remain in effect for a period of twelve month and shall automatically renew for successive twelve month periods unless either party provides written notice to the other of its intention not to renew at least ninety (90) days prior to the end of the then-current term.

3. Operating Regulations

- a. Company, and/or its service providers, agents or assigns, shall be responsible for operating an Electric Bike and Stand-up Electric Scooter sharing system in the City with the below requirements.
- b. “Electric Bike” shall mean a two- or three-wheeled vehicle with fully operable pedals and an electric motor of less than 750 watts (1 h.p.), whose maximum speed on a paved level surface, when powered solely by such a motor when ridden by an operator who weighs 170 pounds, is less than 20 mph.
- c. Stand-up Electric Scooter shall mean a device weighing less than 150 pounds, that (i) has handlebars and an electric motor, (ii) is solely powered by the electric motor and/or human power and (iii) has a maximum speed of no more than 20 mph on a paved level surface when powered solely by the electric motor.
- d. While this Agreement and Pilot are in effect, Company shall pay the City a revenue-share of \$0.15 per ride to help fund protected bike lanes within the pilot areas. Company shall pay the revenue-share to the City on a quarterly basis, in arrears within 30 days from the end of the preceding month.
- e. Except as otherwise provided herein, City shall regulate the operation of Electric Bikes and Stand-up Electric Scooters in a manner no more restrictive than City’s regulation of bicycles.

- f. Electric Bikes and Stand-up Electric Scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Electric Bikes and Stand-up Electric Scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Electric Bikes and Stand-up Electric Scooters shall be 18 or older. Users of Electric Bikes and Stand-up Electric Scooters who violate these provisions may be fined by City consistent with fines for cyclists.
- g. Company shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up Electric Scooter for members of the public to make relocation requests or to report other issues with devices.
- h. Hours of operation when Company's Electric Bikes and Stand-up Electric Scooters will be made available to rent in City are 5 a.m. to midnight (local time).

4. Parking

- a. Users of Electric Bikes and Stand-up Electric Scooters shall park devices upright in the furniture zone of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb.
- b. Users shall not park Electric Bikes or Stand-up Electric Scooters in such a manner as to block the pedestrian clear zone area of the sidewalk; any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box.
- c. Users shall not park Electric Bikes or Stand-up Electric Scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
- d. Users shall not park Electric Bikes or Stand-up Electric Scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- e. Users may park Electric Bikes or Stand-up Electric Scooters in on-street parking spaces in the following circumstances:
 - i. When marked parking spaces are officially designated stations for such devices in business districts;
 - ii. Where the furniture zone is less than three feet wide;
 - iii. Where there is no furniture zone;
 - iv. In neighborhoods with rolled curbs, or with inadequate sidewalk space;
 - v. In marked parking spaces designated for motorcycles.
- f. Users may park Electric Bikes and Stand-up Electric Scooters on blocks without sidewalks only if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
- g. Users shall not park Electric Bikes or Stand-up Electric Scooters in the landscape/furniture zone directly adjacent to or within the following areas, such that access is impeded:
 - i. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - ii. Loading zones;
 - iii. Disabled parking zone;

- iv. Street furniture that requires pedestrian access (e.g., benches, parking pay stations, bus shelters, transit information signs, etc.);
 - v. Curb ramps;
 - vi. Entryways; and
 - vii. Driveways.
- h. Users of Electric Bikes or Stand-up Electric Scooters who violate these provisions may be fined by City consistent with fines for cyclists.
 - i. Company may stage its Electric Bikes and Stand-up Electric Scooters in permitted parking areas as described in this section. To the extent Company desires to stage Electric Bikes and/or Stand-up Electric Scooters in areas other than the public right-of-way, Company must first obtain the right to do so from the appropriate City department, property owner, or public agency.

5. Operations

- a. Company shall maintain 24-hour customer service for customers to report safety concerns, complaints, or to ask questions. Company shall maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four hours a day, seven days a week. The aforementioned shall be compliant with the Americans with Disabilities Act.
- b. In the event a safety or maintenance issue is reported for a specific device, that Electric Bike or Stand-up electric scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- c. Company shall respond to reports of incorrectly parked Electric Bikes / Stand-up Electric Scooters, Electric Bikes / Stand-up Electric Scooters continuously parked in one location for more than 72 hours, or unsafe/inoperable Electric Bikes / Stand-up Electric Scooters, by relocating, re-parking, or removing the Electric Bikes / Stand-up Electric Scooters, as appropriate, within 24 hours of receiving notice that must include the location of the Electric Bike / Stand-up Electric Scooter.
- d. Company shall provide notice to all users that:
 - i. Electric Bikes / Stand-up Electric Scooters are to be ridden on streets, and where available, in bike lanes and bike paths;
 - ii. Electric Bikes / Stand-up Electric Scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
 - iii. Helmets are encouraged for all users;
 - iv. Parking must be done in the designated areas; and
 - v. Riding responsibly is encouraged.
- e. Electric Bike / Stand-up Electric Scooter riders are required to take a photo whenever they park their scooter at the end of a ride.
- f. Company shall provide education to Electric Bike / Stand-up Electric Scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking.

6. Data Sharing

City may require Company to provide anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of City on any vehicle of Company or of any person or company controlled by, controlling, or under common control with Company, provided that, to ensure individual privacy:

- a. such data is provided via an application programming interface, subject to Company's license agreement for such interface, in compliance with a national data format specification such as the Mobility Data Specification;
- b. any such data provided shall be treated as trade secret and proprietary business information, shall not be shared to third parties without Company's consent, and shall not be treated as owned by the local authority; and
- c. such data shall be considered personally identifiable information, and shall under no circumstances be disclosed pursuant to public records requests received by the local authority without prior aggregation or obfuscation to protect individual privacy.

7. Indemnification

Company agrees to indemnify, defend and hold harmless City (and City's employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Company's negligence or willful misconduct, except that Company's indemnification obligation shall not extend to claims of City's (or City's employees', agents' or affiliates') negligence or willful misconduct. City expressly acknowledges that in no event shall Company be liable for any special, indirect, consequential or punitive damages. Company's indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Company shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. City's right to indemnification shall be contingent on City notifying Company promptly following receipt or notice of any claim; Company shall have sole control of any defense; City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Company.

8. Insurance

Company shall provide City with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; (c) Umbrella or Excess Liability coverage with a limit of no less than \$5,000,000.00 each occurrence/aggregate; and (d) where Company employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

9. Miscellaneous

a. All notices and communications to the City from Company shall be made in writing (includes electronic communications) and sent to the address below.

b. In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

c. This agreement shall be governed by and construed in accordance with the laws of the State of [State].

City, State

Bird Rides, Inc.

Signed By:

Signature: _____

Print Name: _____

Title: _____

Signature: _____

Print Name: _____

Title: _____

Address: