

## **FRANCHISE AGREEMENT**

This Franchise Agreement (the “Agreement”) is entered into by and between Bird Rides, Inc., located at 406 Broadway #369 Santa Monica, CA 90401 (“Company”), and the City of Texarkana Arkansas (the “City ”) as of \_\_\_\_\_, 2022.

### **1. Statement and Purpose**

Company is hereby granted a non-exclusive franchise to operate Stand-Up Electric Scooters upon municipal, public streets existing within the municipal corporate limits of the City, but subject to the terms and conditions herein contained.

### **2. Term/Termination**

This Agreement shall commence upon the date the authorizing ordinance or legislative act by the City’s Board of Directors becomes effective and continue for a period of three hundred sixty-five (365) days thereafter, whereupon the same shall automatically expire. Notwithstanding the foregoing, in the event of a material default by Company under this Agreement, City may elect to immediately terminate this Agreement, without notice to Company. Otherwise, in the event of a Default, City will provide written notice to Company and, should Company fail to cure such default within fifteen (15) days following such notice, City may elect to terminate this Agreement.

Company may terminate this Agreement at any time by written notice to City. Company’s sole and exclusive remedy for breach of any term of this Agreement by City shall be to terminate this Agreement.

### **3. Procedures**

While this Agreement is in effect, Company shall be bound by the terms hereof and all applicable provisions of federal, state or local law now or existing at any time during the term of this Agreement.

### **4. Operating Regulations**

- a. Company, and/or its service providers, agents or assigns, shall be responsible for operating a Stand-up Electric Scooter program in the City with the below requirements.

- b. “Stand-up Electric Scooter” shall have the same meaning as “electric motorized scooter” under applicable law, including, without limitation Ark. Code Ann Sec. 27-51-1902.
- c. While this Agreement and Pilot are in effect, Company shall pay the City a franchise fee equal to the number of rides purchased by users times \$0.10 per-ride. Company shall provide such supporting information as may be reasonably requested by City to verify the amounts being paid – subject, however to Paragraph 7 of this Agreement.
- d. Company shall cause all operations to be in accordance with applicable law and confined to lawful areas as now or hereafter may exist.
- e. Nothing contained in this Agreement shall be deemed, nor is intended to in any way limit any authority that City may have to regulate the use of its rights of way; including, without limitation require all operators of Stand-Up Electric Scooters to comply with applicable law.
- f. Company shall provide easily visible contact information as may be required from time to time by applicable law, including, without limitation Ark. Code Ann. Sec. 27-51-1904 and, further 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.
- g. The City may establish hours of operation when Company’s Stand-up Electric Scooters will be permitted.

## **5. Parking**

- a. Company shall require users of Stand-up Electric Scooters to park devices upright and lawfully.
- b. Without limiting the generality of any term of this Agreement, Company shall prohibit users from parking Stand-up Electric Scooters in such a manner as to block the pedestrian areas of the sidewalk; any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box; 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; or, in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- c. Company’s Users may park Stand-up Electric Scooters in on-street parking spaces in the following circumstances: When marked parking spaces are officially designated stations for such devices or in such other areas as where such parking is permitted and lawful.
- d. Company may stage its Stand-up Electric Scooters in any permitted parking areas as described in this section. To the extent Company desires to stage 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.

## 6. 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 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 Stand-up Electric Scooters, Stand-up Electric Scooters continuously parked in one location for more than 72 hours, or unsafe/inoperable Stand-up Electric Scooters, by relocating, re-parking, or removing the Stand-up Electric Scooters, as appropriate, within 24 hours of receiving notice that must include the location of the Stand-up Electric Scooter. The notice contemplated by this provision is not limited to any such notice by City, but includes such notice, written or verbal, that Company may receive from any persons or entities.
- d. Company shall cause and provide notice to all users that:
  - i. Stand-up Electric Scooters are to be ridden on where lawfully permitted;
  - ii. Stand-up Electric Scooters be operated in accordance with applicable law;
  - iii. Helmets are required if required by applicable laws;
  - iv. Parking must be done in the designated areas; and
  - v. Riding responsibly is encouraged.
- e. Company shall require Stand-up Electric Scooter riders to take a photo whenever they park their scooter at the end of a ride.
- f. Company shall provide education to Stand-up Electric Scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking.
- g. Company acknowledges that City makes no representation or warranty concerning the condition, existence, availability, or maintenance of any City rights of way, which, to the extent made available for use by Company hereunder, are accepted by Company in an AS IS, WHERE IS, WITH ALL FAULTS CONDITION. Company and users assume all risks associated with the operation of Stand-Up Electric Scooters in accordance with this Agreement.

## **7. 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, any information obtained by City shall be subject to Ark. Code Ann. Sec. 27-51-1905.

## **8. 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 or related to this Agreement, 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. This provision shall survive the termination or expiration of this Agreement.

## **9. Insurance**

Company shall provide City with proof of insurance coverage exclusively for the operation of Stand-up Electric Scooters as is required from time to time by Ark. Code Ann. Section 27-51-1904.

## **10. 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 Arkansas, and venue shall be in Miller County, Arkansas.

d. 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.

e. If any term, condition or provision of this Agreement or the application thereof to any circumstance or party hereto, is invalid or unenforceable as against any person or, as to certain circumstances, then the remainder of this Agreement and the applicability of such term, condition or provision to other persons or circumstances shall not be affected thereby. Each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

f. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of an authorized representative of City and Company.

g. Assignment or Subletting. This Agreement may not be assigned or sublet by Company, in whole or in part, without the prior written consent of City, which may be withheld in City's sole and absolute discretion.

**Texarkana, AR**

**Bird Rides, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 216 Walnut Street  
Texarkana, AR 71854