



MEMORANDUM OF UNDERSTANDING

Personal Mobility Vehicles Pilot Program

This Services Agreement (“Agreement”) for Personal Mobility Vehicles is made this ____ day of ____ 2018, by and between the City of _____, a municipal corporation (“City”) and Skinny Labs Inc. dba Spin (“Spin”). City and Spin are each individually referred to as a “Party,” and collectively, the “Parties.”

Recitals

1. City seeks to provide safe and affordable multimodal transportation options to all residents, reduce traffic congestion, and maximize carbon-free mobility.
2. Personal mobility share services are a component to help the City achieve its transportation goals, and the City desires to make personal mobility share services available to residents and those who work in the City.
3. Spin proposes to operate a stationless personal mobility share program within the City.
4. Spin will abide by all City ordinances and rules governing the use of public right of way to efficiently and effectively provide personal mobility share services.
5. Spin possesses GPS, cell connectivity, and self-locking technology in its stationless personal mobility products such that its vehicles may be locked and unlocked by users with an app and tracked to provide for operations and maintenance.

In consideration of the mutual covenants and representations set forth in this Agreement, City and Spin hereby agree to launch an exclusive pilot stationless personal mobility share program for Spin’s standard bicycles, electronic assist bicycles, and electronic scooters (collectively Personal Mobility Fleet) as follows:

Agreement

1. Pilot Term. Pursuant to the terms of this Agreement, the City hereby gives Spin the exclusive, revocable, and non-transferrable license to utilize the City Right of Way in order to provide personal mobility share services within the City. For purposes of this Agreement, the term Right of Way (“ROW”) refers to sidewalks, roads, and other pathways owned and maintained by the City. City hereby grants Spin the exclusive right to operate a pilot stationless personal mobility share program for a term of 12 months. Upon conclusion of the initial 12 months, such pilot shall renew for another 12 month period unless terminated in writing by one or both parties per the terms in Section 14.”
2. License to Use City Right of Way. City authorizes Spin an exclusive license to use the public Right of Way solely for the purposes of maintaining and offering its personal mobility vehicle fleet within the City. Authority to utilize the City Right of Way for this fleet is dependent on

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compliance with all terms of this Agreement. This authorization is not a lease or an easement, and it is not intended and shall not be construed to transfer any real property interest in City property.

3. Permitted Use. Spin customers may use the public Right of Way solely for parking of personal mobility vehicles owned and maintained by Spin for use in this pilot share program. Spin shall not place or attach any personal property, fixtures, or structures to City Right of Way without the prior written consent of City or private property owners.
 - a. Use of the Right of Way, and Spin's operations within the City, shall, at a minimum: a) not adversely affect City Right of Way or the City's streets or sidewalks; b) not adversely affect the property rights of any third parties; c) not inhibit pedestrian movement within the public way 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.
 - b. Upon termination of this Agreement by either party, Spin shall, at its sole cost and expense, immediately remove its property from the Right of Way.
4. Personal Mobility Vehicle Parking. Spin personal mobility vehicles may be parked in a legal manner in Right of Ways including public sidewalks by individuals participating in the stationless personal mobility share program. Vehicles parked on private property will be allowed at the discretion of the private property owner. Spin will actively manage the vehicle fleet to ensure orderly parking and the free and unobstructed use of the Right of Way. The City, at its own discretion, may choose to support the personal mobility sharing program with the installation of additional parking racks, painted parking spots, and/or recommended parking spots without racks or painting.
5. Condition of City Right of Way.
 - a. City makes the public right of way available to Spin in an "as is" condition. City makes no representations or warranties concerning the condition of the public way or its suitability for use by Spin or its customers, and it assumes no duty to warn either Spin or its customers concerning conditions that exist now or may arise in the future.
 - b. City assumes no liability for loss or damage to Spin's personal mobility vehicles or other property. Spin agrees that City is not responsible for providing security at any location where Spin's vehicles are stored or located, and Spin hereby waives any claim against City in the event Spin's vehicles or other property are lost or damaged.
 - c. The City will notify Spin @support.pm, through Spin's customer service app portal listed in Exhibit A, or through another agreed upon mechanism, for any bike that is found to be adversely affecting the City Right of Way. Spin shall be responsible to correct improperly parked bikes within the timeframes listed in "Exhibit A."
6. Maintenance and Care of Portion of City Right of Way. Spin 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 Spin's use of City Right of Way. Should Spin fail to repair, replace, or

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otherwise restore such real or personal property, Spin expressly agrees to pay City's costs in making such repairs, replacements, or restorations.

7. Operations and Maintenance. Spin shall be responsible to maintain the Personal Mobility Fleet as set forth in "Exhibit A." Spin shall be solely responsible for all maintenance and service costs in order to maintain the Personal Mobility Fleet and associated maintenance to minimum level of service and reporting outlined in "Exhibit A."
8. Indemnification. Spin shall defend, pay, indemnify, and hold harmless City, its officers, officials, employees, agents, invitees, and volunteers (collectively "City Parties") 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 occasioned wholly or in part by the entry, use, or presence upon City Right of Way by Spin or by anyone making use of City Right of Way at the invitation or sufferance of Spin, except such loss or damage which was caused by the sole negligence or willful misconduct of City.
 - b. Use of Spin's personal mobility vehicles by any individual, regardless of whether such use was with or without the permission of Spin, including claims by users of the vehicles or third parties.
9. Insurance. Prior to beginning and continuing throughout the term of this Agreement, Spin, 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 than ONE MILLION DOLLARS (\$1,000,000) 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 a per occurrence basis and shall name the City Indemnitees as additional insureds while any City insurance shall be secondary and in excess to Spin's insurance. If Spin'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-

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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 and also must disclose the deductible. The City's Risk Manager may waive or modify any of the insurance requirements of this section.

10. Compliance with Law. Spin, 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 the operation of its stationless personal mobility share program, including but not limited to laws governing the operation of bicycles, electronic bicycles, and electronic scooters, if applicable. If any license, permit, or other governmental authorization is required for Spin's lawful use or occupancy of City Right of Way or any portion thereof, Spin shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this Agreement. City shall reasonably cooperate with Spin, at no additional cost to City, such that Spin can properly comply with this Section and be allowed to use City Right of Way as specified in Section 3, above.
11. Required Reports. Spin shall provide reports to the City concerning utilization of its personal mobility vehicles and route usage not less than quarterly.
12. 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.
13. Term. This Agreement shall commence on [_____], (the "Commencement Date") and shall continue per the terms in Section 1, unless earlier terminated pursuant to Section 14, below.
14. Termination. This Agreement may be terminated prior to the expiration date set forth in Section 13, above, upon the occurrence of any of the following conditions:
 - a. Upon delivery of written notice from City to Spin, or vice versa, terminating this agreement for any reason, or for no reason, by giving at least thirty (30) days' notice of such termination.
 - b. An attempt to transfer or assign this agreement.Upon the effective date of termination of this Agreement, Spin shall remove all vehicles covered in this agreement from the City and restore all City Right of Way to the condition of the City Right of Way at the Commencement Date of this Agreement.
15. 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.

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

Executed the day and year first above written, by the parties as follows:

City of _____

By: _____

Name: _____

Title: _____

Spin

By: _____

Name: _____

Title: _____



Exhibit A

Spin Operations and Maintenance Plan Stationless Personal Mobility Vehicle Pilot Program City of _____

FLEET SIZE

Spin will deploy an initial fleet of ____ personal mobility vehicles (standard bicycles, electronic assist bicycles, and electronic scooters) over the course of the first two weeks of the pilot program. The vehicles will initially be deployed with an emphasis on transit stations, commercial areas, and denser residential areas, to help guide distribution based on user demand and usage trends.

PLACEMENT PLAN

Spin plans to initially deploy ____ personal mobility vehicles at key transit stations, commercial zones, and denser residential areas, where Spin vehicles may help address “last mile” transportation issues. Spin will also work with the City to determine where to initially deploy the ____ vehicles. Spin’s nimble and flexible operations can adjust vehicle deployment and distribution based on user demand and usage data.

Furthermore, Spin will work with transit agencies to determine areas at transit stations where Spin vehicles can be placed, as well as work with companies in the City to locate Spin distribution points, in addition to locating Spin vehicles on public right of ways.

Spin’s ground operations team will place Spin vehicles in a neat fashion on sidewalks at least ____ feet wide and at or near racks and corrals. Spin will ensure that personal mobility vehicles are not obstructing pedestrian or motor vehicle traffic.

USER EDUCATION

Spin believes that the most effective, consistent, and efficient method of providing important notices and educating users is through Spin’s app. Any Spin user may utilize the app, helping to ensure important information is seen and acknowledged (as opposed to stickers or physical signs that may be unseen or become damaged or lost).

New Spin users will receive informational pop-ups when they use Spin’s app to take a ride for the first time. The pop-ups will require the new users to affirmatively dismiss the pop-ups in order to proceed. The informational pop-ups will include: a) reminders about applicable bicycle and scooter laws; and b) instructions on how to park responsibly.

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CUSTOMER SUPPORT

Spin provides easy mechanisms through which users and the public can contact us to ask questions, report Spin vehicles that are damaged or obstructing the public right of way, or otherwise. Spin's app has a "Help" button on the user interface. The "Help" buttons enable users to report any issues via live chat, email (support@spin.pm), and phone.

Spin vehicles display our URL, where the public will be able to easily report relocation requests via in-app messaging, email, or phone. For additional details, please see <https://help.spin.pm>.

GROUND OPERATIONS

Spin's ground operations staff are hired locally and help ensure the safety, accessibility, and responsible placement of Spin vehicles. The exact number of locally hired staff will depend on the fleet size in operation. The ground operations staff perform two primary functions:

- Roving
 - Inspect and tune-up vehicles.
 - Visually survey the streets and reposition obstructing vehicles.
- Rebalancing
 - Retrieve vehicles that have been marked for repair.
 - Visually survey the streets and remove obstructing vehicles.

PLACEMENT OF VEHICLES

- Vehicles will be neatly placed by Spin staff on wide sidewalks and at or near public racks and corrals.
- Vehicles will be neatly placed such that they do not obstruct the public's right of way.

RELOCATION REQUESTS

- Spin users and the general public can report vehicles 24/7 via the website or the app.
- Spin will dispatch a ground operations member within three hours between the hours of 9am-6pm on weekdays, with submission of supporting evidence, to deal with vehicles reported as obstructing the public right of way.
- Requests received after normal business hours, weekends, and/or holidays will be handled as soon as practicable the following day.

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MAINTENANCE AND SAFETY

- Every vehicle is inspected for safety, with a recorded inspection history.
- Vehicles reported by the public as unusable are remotely disabled and marked for safety inspection.
- All repairs are done by certified mechanics contracted by Spin.
- Safety inspections are performed by the ground operations team, who are trained by certified mechanics. Ground operations staff inspect the following (depending on type of vehicle):
 - Handlebars
 - Front and rear brakes
 - Brake levers
 - Grips
 - Pedals and cranks
 - Chains (including oil level)
 - Chain guard
 - Light
 - Reflectors
 - Dynamo hub
 - Tires
 - Bell
 - Gear hub
 - Gear shifts
 - Lock
 - Solar panels
 - Basket
 - Seat and seat post
 - Wheel - including spokes, hub, axle
 - Fender
- Tune-ups are performed on the spot by the ground operations team during safety inspections. The ground operations team is equipped with the necessary tools.
- Repairs are performed at the warehouse by certified mechanics.
- All vehicles are inspected against the above checklist, at a minimum, for:
 - Cleanliness
 - Damage
 - Secureness
 - Safe and reliable operation

REPORTING

Spin will provide quarterly reports to the City with aggregate usage data including:

- Number of users in the system
- Number of trips generated for the month
- Heat maps of usage trip showing top pick-up spots and drop-off spots.
- Average trip length and trip time