

DOCKLESS ELECTRIC STANDUP SCOOTER SHARE PILOT PROGRAM

**PERMIT APPLICATION, PROCEDURES
AND REQUIREMENTS**



City of Phoenix

2020

DOCKLESS ELECTRIC STANDUP SCOOTER SHARE PILOT PROGRAM

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I. INTRODUCTION:

The purpose of the Dockless Electric Standup Scooter Share Pilot Program (Program) Permit Application, Procedures, and Requirements (Regulations) is to govern and set forth the administrative requirements for the Program.

On June 26, 2019, Phoenix City Council adopted Ordinance G-6602, which allows the City of Phoenix (City) Street Transportation Department (Streets) to implement the Program and these Regulations. The purpose of these Regulations is to ensure public safety and to provide for multi-mobility options within the City.

The City reserves the right to amend these Regulations during the Program as the City gathers information and works with industry participants in the Program. The City intends to make data-driven decisions for delivering safe transportation options to its residents and to define and solve known and identified challenges as the process evolves. Industry participants can become Permittees in the Program by obtaining a Revocable Dockless Electric Standup Scooter Share Permit (Permit) from Streets.

A key to the Program's success will be an open and productive partnership between the City and Permittees, working together to address community concerns about safety and adverse impacts on members of the public who walk, bike or drive in Phoenix.

By obtaining a Permit, Permittees will be able to temporarily stage, rent, and service their electric Scooters within the public right-of-way. The Permittee must comply with all state, federal, local regulations and ordinances.

The Program's boundaries are defined within the map on page 25.

II. DEFINITIONS:

Applicant means the person or entity who applies for a Permit under these Regulations.

City means the City of Phoenix.

Designated Parking Area means a designated area established by the Street Transportation Department where Permittee must deploy Scooters and where Riders must park Scooters.

Fleet means all of the Scooters operated by Permittee under a Permit.

Dockless Electric Standup Scooter Share Operator or Operator means a person who operates a Dockless Electric Standup Scooter Share System.

Revocable Dockless Electric Standup Scooter Share Permit or Permit means a permit issued by the City that authorizes an Operator to operate a System in the public right-of-way.

Permittee means an Operator holding a current and valid Permit.

Program means the Dockless Electric Standup Scooter Share Pilot Program.

Reallocation Fee means the fee charged to the Operator for any Scooter which is not in compliance with the requirements as outlined in the Parking section of this Application.

Rider means a person who rents and/or uses a Scooter.

Scooter means an electric standup scooter as defined under Arizona Revised Statutes, Title 28.

Dockless Electric Standup Scooter Share System or System means a system that provides electric standup scooters for short-term rentals.

III. APPLICATION:

To apply for a Permit, Applicants must complete the attached application and submit all supporting documentation. Applicants must submit the application to:

City of Phoenix
Street Transportation Department
c/o Dockless Electric Standup Scooter Share Pilot Program
200 West Washington Street, 6th Floor
Phoenix, Arizona 85003 – 1611

Important Dates:

February 24, 2020 – Permit Application Opens
March 6, 2020 – Permit Application Closes
March 9th – 13th, 2020 – Demonstrations Reviews
March 16th, 2020 – Permit Issued
September 15th, 2020 – Pilot Program Ends

IV. COSTS AND FEES:

The following non-refundable costs and fees apply to the Program:

- Application Fee \$500
- Permit Fee (6 month) \$5,000
- Per Ride Surcharge Fee (per Scooter/Trip) \$0.10
- Relocation Fee per Scooter \$80

V. INSURANCE REQUIREMENTS:

Before the City will issue a Permit, Applicant must comply with the following liability insurance requirements:

Permit required limits of coverage:

- Minimum Scope and Limits of Insurance. The Permittee must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

Commercial General Liability - Occurrence Form Policy must include bodily injury, property damage and broad form contractual liability coverage.

(i)	General Aggregate/for this Permit.....	\$5,000,000
(ii)	Products-Completed Operations Aggregate	\$2,000,000
(iii)	Personal and Advertising Injury	\$2,000,000
(iv)	Each occurrence	\$2,000,000
(v)	Fire damage (any one fire).....	\$100,000

- (b) Additional Insurance Requirements: The policy must be endorsed to include the following additional insured language: (i) the City, its officers, officials, agents, employees and volunteers are to be named as an additional insured with respect to liability arising out of the use and/or occupancy of the System subject to this Permit and activities performed by or on behalf of the Permittee; (ii) commercial general liability insurance must include broad form contractual liability coverage; (iii) the Permittee’s insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, employees and volunteers; (iv) the Permittee’s insurance must apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability; (v) coverage provided by the Permittee must not be limited to the liability assumed under the indemnification provisions of this Permit.

- Notice of Cancellation and Certificate of Insurance Required: For each insurance policy required by the insurance provisions of this Permit, the Permittee must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed or hand delivered to the City, Street Transportation Department as set forth herein. Such notice must be sent by certified mail, return receipt requested.
- Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Permittee from potential insurer insolvency.

- Verification of Coverage: Permittee must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Permit. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage must be clearly noted on the certificate of insurance. All certificates and endorsements must be received and approved by the City prior to issuance of this Permit. Each insurance policy required by this Permit must be in effect at or prior to issuance of this Permit and must remain in effect for the duration of the Permit. Failure to maintain the insurance policies required by this Permit or to provide evidence of renewal will be grounds for immediate revocation of this Permit. All certificates of insurance required by this Permit must be sent directly to the City at the address set forth herein. **The Permit number must be provided on the certificate of insurance.** The City reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Permit at any time.
- Approval: Any modification or variation from the insurance requirements in this Permit must have prior approval from the City's Law Department, whose decision will be final. Such action will not require a formal Permit amendment, but may be made by administrative action.

Applicant must deliver the insurance certificate to the City at the following address:

City of Phoenix
Street Transportation Department
Permit Number SESP-[]*
200 W. Washington Street, 5th Floor
Phoenix, AZ 85003-1611

*Please reference the Permit number.

VI. ASSUMPTION OF RISK, INDEMNIFICATION, AND RELEASE REQUIREMENTS

All Applicants will be required to agree to the City's assumption of Risk, Indemnification, and Release of Liability requirements set forth in **Section 1** below. Additionally, all Permittees will be required to include the Release and Assumption of Risk language in their agreements with their Riders, set forth in **Section 2** below.

DOCKLESS ELECTRIC STANDUP SCOOTER SHARE PILOT PROGRAM RELEASE AGREEMENTS

Section 1

INDEMNIFICATION AGREEMENT FOR DOCKLESS ELECTRIC STANDUP SCOOTER SHARE PILOT PROGRAM

RECITALS

WHEREAS [NAME OF OPERATOR], a Dockless Electric Standup Scooter Share Operator, ("Operator") seeks to provide a Dockless Electric Standup Scooter Share System ("System") in the City of Phoenix, Arizona; and

WHEREAS the City of Phoenix ("City") has agreed to issue a Revocable Dockless Electric Standup Scooter Share Permit ("Permit") for the System during a pilot program; and

WHEREAS the Operator is uniquely positioned to understand and address risks and liabilities associated with the System and its users; and

WHEREAS the Operator understands that the System is potentially hazardous and that the Operator and its users may be exposed to dangers and hazards, including but not limited to the following: falls; fractures; concussions; dangerous weather; overexertion; overheating; injuries from a lack of fitness or conditioning; hyperthermia; hostile or aggressive pedestrians, bicyclists, scooterists, or vehicle drivers; death; equipment failures; losing control of or crashing the scooter; traffic; collisions with moving or parked vehicles, bicycles, scooters, or pedestrians; road and or trail hazards (such as sewer gratings, gravel, uneven or unlevel terrain, washouts and debris); failure to wear a helmet and or other protective equipment; and the negligence of others; and

WHEREAS as a consequence of the above risks and others not identified, the Operator and its users may be seriously hurt, disabled, or may die from the resulting injuries; and

WHEREAS the Operator and its users' property may be damaged as a result of the above risks;

NOW, THEREFORE, in consideration of the recitals stated above and for the grant of a Revocable Dockless Electric Standup Scooter Share Permit ("Permit"), the Operator agrees to the terms contained in this agreement:

AGREEMENT

1. ASSUMPTION OF THE RISKS: Operator hereby freely and voluntarily assumes the risks for any harm, injury or loss that may occur to the Operator or its property or the Operator's users or the Operator's users' property as a result of the participation in the System – including, to the extent permitted by law, any injury or loss caused or alleged to be caused by the negligence of the City, its employees and officers, officials and agents and other System participants. Operator also understands that any equipment used, provided or rented from the Operator, or any other provider, is done so at the Operator's own risk and that any such equipment is provided without any warranty from the City of Phoenix about its condition or suitability.

2. RELEASE OF LIABILITY: Operator hereby RELEASES the City of Phoenix, its employees and officers, officials and agents, the providers of any right-of-way, land owners, the State of Arizona and its departments, municipal or governmental providers of use permits, and their respective employees and officers, officials and agents (the "Released Parties") FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from injury, death, loss or harm that occurs to the Operator, its users, or any other person, or to any property related to the System. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability. This RELEASE does not extend to claims or any other liabilities that Arizona law does not permit to be excluded by agreement. Operator also agrees not to sue or make a claim against the Released Parties for death, injuries, loss, or harm, or damage to tangible or intangible property.

3. INDEMNIFICATION: Operator promises to INDEMNIFY, HOLD HARMLESS, AND DEFEND the City, its employees, agents, officials ("The City of Phoenix") from and against any and all alleged claims, actions, liabilities, damages, losses or expenses (including court costs, attorney's fees, costs of claim processing, investigation, and litigation) asserted against it for: violations of the Americans with Disabilities Act; bodily or personal injury including death; loss or damage to tangible or intangible property; or loss of business or economic loss caused or alleged to be caused in whole or in part, by

anyone using or alleged to be using any and all dockless electric standup scooters provided or maintained by Operator in connection with the System. To the extent permitted by law, Operator also promises to INDEMNIFY, HOLD HARMLESS AND DEFEND The City of Phoenix from and against any and all claims for its own negligence or alleged to be caused by its own negligence, and any other claim arising from its conduct related to the System. In accordance with these promises, Operator will reimburse the Released Parties for any judgments, damages, reasonable settlements and defense costs, including attorney's fees, that the Released Parties may incur because of any such claims made against them. Operator agrees that the terms of the Permit, including the indemnifications obligation, will be binding on any of Operator's successors in interest who will be obligated to respect and enforce them.

4. INDEPENDENT CONTRACTORS: I acknowledge that the City has no control over and assumes no responsibility for the actions of the Operator or any independent contractors providing any services for the System.

5. SEVERABILITY: Operator agrees that the purpose of this agreement is that it shall be an enforceable ASSUMPTION OF RISKS, RELEASE OF LIABILITY, AND INDEMNITY as broad and inclusive as permitted by law. Operator agrees that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. Operator also agrees that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

7. APPLICABLE LAW AND FORUM: This agreement is governed by and shall be construed in accordance with the laws of the state of Arizona, without reference to its choice of law rules. Operator agrees that any dispute arising from this Agreement or in any way associated with the Activity shall be brought only in a state or federal court located in Maricopa County, Arizona, and Operator agrees to the jurisdiction and venue of those courts for any such dispute.

OPERATOR HAS FULLY INFORMED ITSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. OPERATOR UNDERSTANDS THIS IS A CONTRACT THAT AFFECTS LEGAL RIGHTS AND OPERATOR SIGNS IT VOLUNTARILY.

Signature of Operator: _____

Name, Title: _____

Date: _____

Section 2

RELEASE OF LIABILITY BY DOCKLESS ELECTRIC STANDUP SCOOTER SHARE USER

RECITALS

WHEREAS I have chosen to participate in a Dockless Electric Standup Scooter Share System in Phoenix, Arizona (“System”) with [NAME OF OPERATOR] (“Operator”) during the City of Phoenix (“City”) pilot program;

WHEREAS I understand that the Operator is uniquely positioned to understand and address risks and liabilities associated with the System and its users; and

WHEREAS I understand that the System is potentially hazardous and that I may be exposed to dangers and hazards, including but not limited to the following: falls; fractures; concussions; dangerous weather; overexertion; overheating; injuries from a lack of fitness or conditioning; hyperthermia; hostile or aggressive pedestrians, bicyclists, other scooter riders, or vehicle drivers; death; equipment failures; losing control of or crashing the scooter; traffic; collisions with moving or parked vehicles, bicycles, scooters, or pedestrians; road and or trail hazards (such as sewer gratings, gravel, uneven or unlevel terrain, washouts and debris); failure to wear a helmet and/or other protective equipment; and the negligence of others; and

WHEREAS as a consequence of the above risks and others not identified, I may be seriously hurt, disabled, or may die from the resulting injuries; and

WHEREAS my property may be damaged as a result of the above risks;

NOW, THEREFORE, in consideration of the above recitals and for permission to participate in the System, I agree to the terms contained in this agreement:

AGREEMENT

1. ASSUMPTION OF THE RISKS: I hereby freely and voluntarily assume the risks of use including, but not limited bodily injury, personal injury, including death, or loss or damage to tangible or intangible property, loss of business or economic loss, as well as other risks not listed, and any harm, injury or loss that may occur to me or my property as a result of my participation in the System, including any injury or loss caused or alleged to be caused by the City, its employees and officers, officials and agents and other System participants. I also understand that any equipment that I provide or rent from the Operator, or any other provider, I use at my own risk and that any such equipment is provided without any warranty from the City about its condition or suitability.
2. RELEASE OF LIABILITY: I hereby RELEASE the City, its employees and officers, officials and agents, the providers of any right of way (the "Released Parties"), FROM AND AGAINST ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from injury, death, loss or harm that occurs to me or any other person or to any property related to the System. This RELEASE includes claims that are, or can be asserted, including, but not limited to, negligence, gross negligence, premises liability, products liability, breach of contract or any other legally recognized cause of action or theory of recovery. This RELEASE does not extend to claims or any other liabilities that Arizona law does not permit to be excluded by agreement. I also agree not to sue or make a claim against the Released Parties for death, injuries, loss or harm that occur while engaging in the System or that are related in any way to use of the System.
3. INDEPENDENT CONTRACTORS: I acknowledge that the City has no control over and assumes no responsibility for the actions of any Operator or any independent contractors providing any services for the System.
4. SEVERABILITY: I agree that the purpose of this agreement is that it shall be an enforceable ASSUMPTION OF RISK AND RELEASE OF LIABILITY as broad and inclusive as permitted by law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.
5. APPLICABLE LAW AND FORUM: This agreement is governed by and shall be construed in accordance with the laws of the state of Arizona, without reference to its choice of law rules. I agree that any dispute arising from this agreement or in any way associated with the System shall be brought only in a state or federal court located in

Maricopa County, Arizona, and I agree to the jurisdiction and venue of those courts for any such dispute.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Signature of user:

Name printed:

Date:

VII. LETTER OF CREDIT

1. Within 30 days after the date of this agreement, Permittee will deliver to the City an irrevocable Letter of Credit ("LoC") in the amount \$50,000 naming the City as beneficiary.
2. The LoC must meet all standard requirements of the City's Finance Department for letters of credit. (See Page 21 for **Standards of Letters of Credit**)
3. Permittee authorizes the City to draw on the LoC to recover any of Permittee's fees that are overdue or owing.
4. Permittee must maintain the irrevocable Letter of Credit during the term of this license agreement.
5. Upon termination or expiration of the Permit, upon Permittee's written request, the City will release the irrevocable Letter of Credit within 60 days, but only after the City determines that all obligations under this Permit have been satisfied, including but not limited to any obligations to remove Permittee's equipment from the right-of-way and restore the right-of-way to its prior condition.

VIII. SUPPORTING DOCUMENTATION

An Applicant must submit, and the City will review, the following documentation with the Application. The documentation must explain how the Applicant will comply with the regulations listed in Section IX.

- **Maintenance & Operational Plan:**

A Maintenance & Operational Plan must include:

- customer service information, fleet size, fleet storage location, and Scooter repair operation schedules; and
- the Operator's local contact information and organizational chart; and

- how Operator intends to address City, resident and Rider requests, complaints, comments, and concerns during normal business hours, after hours, weekends, and on holidays; and
- information detailing how Operator intends to rebalance, restage, and collect its fleet at the end of each day, including but not limited to the time rebalancing will occur and the hours and number of workers that will be needed to complete the restaging; and
- historical data from other jurisdictions, which demonstrate the Operator's complaint response times and how it has addressed fleet rebalancing; and
- Operator's geofencing capabilities and how they will meet the City's geofencing requirements; and
- Operator's scooter sample identifier with the required information; and
- how Operator will address local special events, including operational plans for additional staffing, rebalancing of scooters, and public safety coordination.

- **Safety and Rider Education Plan**

- A Safety and Rider Education Plan must include:
 - how the Applicant will educate Riders and the public on Arizona and City of Phoenix Scooter laws; and
 - how the Applicant will educate their Riders on safe riding practices, including but not limited to using bicycle helmets, yielding to pedestrians, and general safe riding practices; and
 - how Applicant will provide community engagements or other public notification methods to educate Riders to rent Scooters, park Scooters properly in the Designated Parking Areas, and end their trips; and
 - how the Riders can request helmets either from the Operator or a third-party vendor.

- **Data Output and Mobile App Image Samples**
 - Each Applicant must:
 - Provide a sample of data summary reports and the following raw data in a format preapproved by the City:
 - **Usage Statistics:**
 - Miles traveled each month
 - Total number of trips
 - Average time duration per trip
 - Number of existing and new subscriptions, by subscription type
 - Number of trips originating from each Designated Parking Area
 - Number of trips per day per week
 - Ridership trends, operational issues, and recommendations for service improvements.
 - **Collision/Crash Summary**
 - Number of collision/crash reports
 - Number of each type of collision/crash outcome (traffic violation, property damage, personal injury, hospital visit etc.)
 - **Comments and Complaints Summary**
 - Total number of call received from Riders, subscribers, the City, or public at large.
 - Statistics regarding responsiveness to calls (including time of call, response time, call duration)
 - **Fleet Summary**
 - Number of Scooters in service each day
 - Number of Scooters inspected in accordance with Operational Regulations specified on pages 18-19 below.

- Number of Scooters repaired and average time of repair
- Average time for Operator and/or their staff to service a call
- Number of Scooters each month in the categories of:
 - Stolen
 - Lost
 - Damaged
 - Vandalized
- Backend server and Website downtime
- Provide a schedule for transmitting all data to the City each month.
- Provide images from Applicant's mobile app that show Rider instructions, Rider safety information, parking instructions, no riding zones and other City's requirements. The sample mobile app must show the rider acknowledgement of these requirements.

IX. SCOOTER REGULATIONS:

Permits are restricted by zoning codes, ordinances, policies, traffic regulations, Arizona statutes, right-of-way needs, and in some cases by federal regulations or laws. Additionally, the following Regulations apply to all Permittees.

General Regulations:

1. All Permits will be issued for a six-month term.
2. Application and Shared E-Scooter Permit fees must be paid before the City issues a Permit.
3. All ride surcharge fees and relocation fees will be invoiced monthly and must be paid within 30 days.
4. If fees are not paid, the City will draw on the Permittee's letter of credit.
5. Scooters may not be ridden on the sidewalk.
6. Riders must be at least 18 years of age and have a valid driver's license.
7. Operators must verify their Riders' driver's license and age via their mobile application.
8. Operator's Riders may only ride Scooters within the boundary limits.

Safety Regulations:

General Safety

1. Operators must provide a Rider Safety Plan that educates and demonstrates to Riders on how to ride Scooters, the use of helmets, riding etiquette, pedestrian safety, riding only in the streets, geofencing, and complying with all applicable traffic laws. This information must be made available to Operator's Riders via the mobile app and on the Operators' website at a minimum.
2. Scooters must meet all standards outlined in Phoenix City Code, Chapter 36, Article XV.
3. Operators must appropriately maintain their Scooters to ensure the safety of Riders.
4. Operators must provide a mechanism for Riders or general public to report safety or maintenance issues with the Scooter.
5. Operators agree that the City is not responsible for educating Riders regarding Scooter laws or how to ride a Scooter.
6. Operators will offer additional safety training instructions to its Riders upon request.

Scooter Safety

1. Scooters must be equipped with a tamper resistant lock that is integrated into the Scooter, contains no detachable parts, and requires Rider authentication through the Operators' mobile app to unlock.

2. Operators must limit all Scooters within their Fleet to a maximum speed of 15 miles per hour.
3. Scooters will be equipped with proper wheel brakes that will enable the user to make safe stops on dry, level, clean pavement.
4. Scooters will be equipped with a front light that emits white light while the Scooter is in motion, illuminates the highway, sidewalk, or in front of the rider and is visible from 500 feet in front and from the sides of the Scooter.
5. Scooters will be equipped with a rear solid or flashing red light with a built-in reflector that shall be visible from 500 feet to the rear when directly in front of the lawful upper beams of headlamps on a motor vehicle.
6. Scooter lights must turn on automatically and stay on while a trip is being made, whether the user is in motion or stopped. When stopped, the light must stay on for at least 60 seconds.

Operational

1. The Permit allows for no more than 300 Scooters per Operator.
2. The Permittee will continuously maintain the insurance coverage and letter of credit.
3. Scooter operational hours are from **5 AM to 12 AM** daily.
4. Scooters are allowed in the public right-of-way from **12 AM to 5 AM**, however they need to be non-operational and within Designated Parking Areas.
5. Scooters must be restaged daily at Designated Parking Areas.
6. Permittees must implement geofencing using the shape files that are available from the City.
7. The City reserves the right to add additional geofencing locations.
8. Operator will implement any additional geofencing within 48 hours of written notification by the City.
9. Operators must accommodate for special events of at least 5,000 participants within the Program boundary area pursuant to the Operations and Maintenance Plan provided in their Application.
10. Operators must have sufficient staff to respond to customer and citizen complaints. Customer and citizen calls will be attended to within 2 hours, including non-business hours.
11. Scooters will have audible and/or haptic feedback to alert riders when they are approaching geofenced boundaries.
12. All of Operator's Scooters must have permanent markings identifying that they are the Operator of the Scooter and a telephone number affixed to the Scooter whereby persons can contact the Operator regarding any issues with the scooter.
13. The Operator will pay the City the Relocation Fee for retrieving Scooters outside of the designated parking areas or the Program boundary.
14. The City may remove any abandoned Scooters that are left in the public right-of-way.

15. Operator must retrieve any Scooter that is non-functional due to a depleted battery or other damage within 2 hours.
16. Operator will make Scooters parked outside of the boundary area non-accessible to users and will not depict such Scooters as available to rent in the Operator's mobile app.
17. The Operator must maintain a current Operation & Maintenance Plan on file with the City.
18. The Operator will maintain a website, call center, and mobile app for customer services twenty-four hours a day, seven days a week.
19. The Operator will provide the City with the names, phone numbers and email addresses for staff that are capable of relocating Scooters.
20. The Operator will equip all of their Scooters with a GPS device capable of providing real-time location data to the City in accordance with the specifications described in the data sharing requirements.
21. Operators will not impede travel lanes when collecting or deploying Scooters for maintenance, rebalancing, or any other purpose.

Parking

1. The City reserves the right to determine certain areas where riding and parking is prohibited.
2. Operators will be responsible for parking infrastructure.
3. Scooters must be parked upright on hard surfaces only at Designated Parking Areas provided by the City.
4. Operators must provide a customized mobile app that shows no ride zones and as well as Designated Parking Areas.
5. Operators must comply with specific parking locations within the allowable Program boundaries.
6. Scooters must be equipped with a lock device and smart technology equipment.
7. Operator must educate Riders to park Scooters per the City parking requirements and boundary limits.
8. Operators must customize their mobile app to notify their Riders when attempting to park outside the Designated Parking Areas and preclude their Riders from ending their trip outside such locations.
9. Scooters may not be parked outside the Designated Parking Areas and cannot impede ADA paths or ramps, sidewalk corners, property entrances, fire hydrants, vehicular travel lanes, transit zones, and loading zones.
10. Scooters parked in violation of these Regulations must be relocated within two (2) hours of notification to the Operator.
11. The City will assess a **\$80 relocation fee** for each Scooter not relocated within two hours of notification. The City will not be responsible for any damages to Scooters that are relocated.

Data Sharing

1. Operator will provide the City with real-time information on the Fleet through an approved application program interface (API). The data will include the following information in real time for every shared electric in Operator's Fleet:
 - a) Point location;
 - b) Scooter identification number;
 - c) Timestamp, including date & time, for beginning and end of Scooter trip;
 - d) Location in which trip began and ended.
2. The Operator will provide monthly data summary reports to the City, Traffic Services Division personnel that include, but are not limited to:
 - a) Designated Parking Area compliance and deployment;
 - b) Fleet size inventory;
 - c) Collisions;
 - d) Ridership;
 - e) Trip routes;
 - f) Average estimated distance trip traveled (in miles) and duration (minutes);
 - g) Number of electric Scooters in service per month;
 - h) Number of electric Scooters lost or damaged;
 - i) Rider comments/complaints;
 - j) Instances of theft/vandalism;
 - k) Additional data reasonably requested by the City and available to the Operator.
3. The Operator will provide the City upon request with aggregate ridership data using an anonymized key that does not identify individual Riders, private payment methods, or their personal individual trip history.
4. Information on Riders collected from Operators may not be transmitted to a private entity, processed or stored at a destination within or outside the United States.
5. Operator will always maintain and ensure customer data privacy.
6. If there is evidence that Operator is selling or sharing Rider private data to a third party company, the City reserves the right to revoke the Permit.
7. Operator will distribute Rider survey results to the City if applicable.

Standards for Letters of Credit

In addition to any other requirements imposed upon a letter of credit (the “Letter of Credit”) issued pursuant to [Company’s] Revocable Dockless Electric Standup Scooter Share Pilot Program Permit (“Permit”), each Letter of Credit will meet and be governed by the following additional standards and requirements:

1. Letter of Credit Requirements. The Letter of Credit will be printed on Bank Safety Paper. The following terms and no others will be stated on the face of the Letter of Credit:

 1.1 The Letter of Credit is clean, unconditional, and irrevocable.

 1.2 The Letter of Credit is payable to City upon presentation of the City’s draft.

 1.3 City may make partial draws upon the Letter of Credit.

 1.4 The Letter of Credit is conditioned for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.

 1.5 Within ten (10) days after City’s draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.

 1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.

 1.7 The Letter of Credit is valid until a specified date.

 1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit will be available by draft on or before the then current expiration date.

 1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce.

 1.10 The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit will be as follows:

 2.1 Except as approved in writing by City’s Traffic Services Deputy Street Transportation Director or designee, the form of the Letter of Credit will be in the form set out below.

 2.2 Except as approved in writing by City’s Traffic Services Deputy Street Transportation Director or designee, the form of drafts upon the Letter of Credit will be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit will meet all of the following requirements:

3.1 The issuer will be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.

3.2 The issuer will be a member of the New York Clearing House Association or a commercial bank or trust company satisfactory to City.

3.3 The issuer will have a net worth of not less than \$1 billion.

Form Of Letter Of Credit

Date _____, 20____

Letter of Credit No.:_____

Deputy Street Transportation Director
Traffic Services Division
City of Phoenix
200 W. Washington Street, 6th Floor
Phoenix, AZ 85003

Dear Sir or Madam:

We hereby establish our clean, unconditional and irrevocable Letter of Credit in your favor at the request and for the account of

_____ in the aggregate amount of _____ (\$ _____), available upon presentation of your draft in the form attached hereto as **Schedule 1**.

We will honor each draft presented to us in compliance with the terms of this Letter of Credit. Partial draws are Permitted. Each draft must be accompanied by a copy of this Letter of Credit. Within ten (10) days after we honor your draft, you must make the original of this Letter of Credit available to us in Maricopa County, Arizona upon which we may endorse our payment. Drafts may be presented by any of the following means:

1. By telefax to (____) ____-_____.

2. By email to _____.

3. By hand or overnight courier service delivery to:

[This address must be in Maricopa County, Arizona.]

4. By hand or overnight courier service delivery to:

[This address need not be in Maricopa County, Arizona]

This Letter of Credit is valid until _____, 20____ and will thereafter be automatically renewed for successive one (1) year periods, unless at least one hundred twenty (120) days prior to expiration we notify you in writing, by either registered or certified mail, that we elect not to renew the Letter of Credit for such additional period. In the event of such notification, any then unused portion of the Letter of Credit will be available upon your presenting to us your draft on or before the then current expiration date.

This Letter of Credit is subject to the UCP600. This Letter of Credit is not assignable.

_____ [bank name] _____, a

By _____ [bank officer's signature]

_____ [bank officer's name printed]

Its _____ [bank officer's title]

Phone: _____ [bank officer's phone number]

Form Of Draft On Letter Of Credit

To: _____

From: Deputy Street Transportation Director
Traffic Services Division
City of Phoenix
200 W. Washington Street, 6th Floor
Phoenix, AZ 85003

Date: _____, 20_____

Ladies and Gentlemen:

Pursuant to your Credit No. _____, the City of Phoenix hereby demands cash payment in the amount of

_____ (\$______).

Please make your payment to the City of Phoenix in the form of a wire deposit to:

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Traffic Services Division Deputy Street Transportation Director of the City of Phoenix.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (602) 262-7436 so that I can correct it. Also, please immediately notify the City Attorney at (602) 262-6761.

Thank you.

City of Phoenix, Traffic Services Division Deputy Street Transportation Director

Dockless Electric Standup Scooter Share Program Boundary

