

MEMORANDUM OF UNDERSTANDING

Bike Sharing Services

This Memorandum of Understanding (MOU) is made this 5th ^{OCTOBER} day of 2017, by and between Miami Shores Village ("Village") and Neutron Holdings, Inc. DBA LimeBike ("LimeBike").

RECITALS

1. A goal of Village is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility.
2. Bike Share services are a component to help the Village achieve its transportation goal and the Village desires to make bike share services available to residents and employees.
3. LimeBike is a qualified bike share provider and proposes to operate a bike share program within the Village.
4. LimeBike requests the use of certain Village property to efficiently and effectively provide bike share services.
5. The use of certain Village property for bike share services is a benefit to the residents and businesses of Village.

Agreement

1. Use of Village Property. Village authorizes and licenses (on a non-exclusive basis) LimeBike to use Village Property identified in Exhibit A solely for the purposes set forth in Section 2 of this Agreement. This license is not a lease or an easement, is revocable, and is not intended and shall not be construed to transfer any real property interest in Village Property. No part of this MOU shall be read to confer an exclusive partnership between Village and LimeBike. Within 30 days of the signing of this Agreement, or prior to the development of bikes, whichever comes first, the parties will mutually agree on and develop a map of public areas where rebalanced bikes will be concentrated for bike parking. Bikes utilized by the public shall be parked by users legally in public areas and bikes may not be parked on private property without prior written authorization from the property owner. Authorized designated bike parking on private property locations will also be added to the parking map. This map and location site list may be modified from time to time by mutual agreement of parties.
2. Permitted Use. LimeBike may use such Village Property solely for parking of bicycles owned and maintained by LimeBike for use in the bike share program described in Exhibit "A." LimeBike shall not place or attach any personal property, fixtures, or structures to Village Property without the prior written consent of Village.
 - a. Use of Village Property, and LimeBike's operations within the Village, shall, at a minimum: a) not adversely affect Village Property or the Village's streets, or

- sidewalks; b) not adversely affect the property of any third parties; c) not inhibit pedestrian movement within Village Property or along other property or rights-of-way owned or controlled by the Village), and d) not create conditions which are a threat to public safety and security.
- b. Upon termination of this MOU by either party, LimeBike shall, at its sole cost and expense, immediately restore Village Property to a condition which is visually and structurally indistinguishable from the immediately surrounding area.
3. Bike parking. At its sole discretion, the Village may support the bike sharing program with the installation of bike racks and/or painted bike parking spots, and recommended bike parking spots without racks or painting, in the Village sufficient to facilitate the orderly parking of bikes throughout the Village.
 4. Condition of Village Property:
 - a. Village makes Village Property available to LimeBike in an "as is" condition. Village makes no representations or warranties concerning the condition of Village Property or its suitability for use by LimeBike or its customers, and assumes no duty to warn either LimeBike or its customers concerning conditions that exist now or may arise in the future.
 - b. In making Village Property available for use by LimeBike, Village assumes no liability for loss or damage to LimeBike's bikes or other property. LimeBike agrees that Village is not responsible for providing security at any location where LimeBike's bikes are stored or located, and LimeBike hereby waives any claim against Village in the event LimeBike's bikes or other property are lost or damaged.
 5. Maintenance and Care of portion of Village Property. LimeBike shall be solely responsible for: (i) maintaining Village Property to the Village standards applicable for use by the LimeBike as permitted pursuant to this license; and (ii) obtaining from the Village any applicable permits required by the Village. LimeBike shall exercise due care in the use of Village Property and shall be responsible for maintaining Village Property in good condition and repair. LimeBike shall not act, or fail to act, in any way that result in excessive wear or damage to Village Property. LimeBike 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 LimeBike's use of Village Property. Should the LimeBike fail to repair, replace or otherwise restore such real or personal property, LimeBike expressly agrees to pay Village's costs in making such repairs, replacements or restorations.
 6. Operations & Maintenance. LimeBike will report to Village staff all calls to Customer Service in accordance to Exhibit A and provide staff with map coordinates to respond. LimeBike will cover all maintenance costs for the bike fleet and maintenance to minimum level of service. LimeBike shall comply with the Service Level standards attached hereto as Exhibit A.
 7. Indemnification. LimeBike shall defend, pay, indemnify and hold harmless Village, its officers, officials, employees, agents, invitees, and volunteers (collectively "Village 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 Village Property or occasioned wholly or in part by the entry, use or presence upon Village Property by LimeBike or by anyone making use of Village Property at the invitation or sufferance of LimeBike, except such loss or damage which was caused by the sole negligence or willful misconduct of Village.
 - b. Use of LimeBike's bikes by any individual, regardless of whether such use was with or without the permission of LimeBike, including claims by users of the bikes or third parties.
8. Insurance. LimeBike shall procure and maintain for the duration of this agreement insurance against claims for which LimeBike has indemnified the Village pursuant to Section 5 of this Agreement. LimeBike shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and in the sum of One Million and no/100 Dollars (\$1,000,000.00) for injury to or death of more than one person for each occurrence. Each insurance policy shall name the Village as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to Village; and (ii) for any covered claims, the LimeBike's insurance coverage shall be primary insurance as respects the Village and any insurance or self-insurance maintained by the Village shall be in excess of the LimeBike's insurance and shall not contribute with it. The insurance required to be provided herein, shall be procured by an insurance company approved by Village, which approval shall not be unreasonably withheld.
9. Compliance with Law. LimeBike at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of Village Property and the operation of its bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for LimeBike's lawful use or occupancy of Village Property or any portion thereof, LimeBike shall procure and maintain such license, permit and/or governmental authorization throughout the term of this MOU. Village shall reasonably cooperate with LimeBike, at no additional cost to Village, such that LimeBike can properly comply with this Section and be allowed to use Village Property as specified in Section 1, above.
10. Required Reports. LimeBike shall provide reports to the Village concerning utilization of its bikes not less than quarterly, and shall cooperate with the Village in the collection and analysis of aggregated data concerning its operations. There are no intended third party beneficiaries under this agreement.
11. No Joint Venture/No Third Party Beneficiaries. 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 MOU. There are no intended third party beneficiaries under this Agreement.

12. Term. This MOU shall commence on October 5, 2017, (the "Commencement Date") and shall expire on the date that is 90 days after the Commencement Date unless earlier terminated pursuant to Section 13, below.
13. Termination. This MOU may be terminated prior to the expiration date set forth in Section 12, above, upon the occurrence of any of the following conditions:
- a. Upon delivery of written notice from Village to the LimeBike or LimeBike to Village terminating this MOU for any reason, or for no reason, upon written notice to the LimeBike of such termination.
 - b. An attempt to transfer or assign this agreement.
14. Reporting. In addition to the general reporting requirements outlined in Exhibit A, not later than 120 days following the Commencement Date, LimeBike shall furnish the Village Manager and Village staff with a report that includes, but is not limited to, total number of program riders, number of rides, average rides per bike per day, number of bikes non-operational over the Term, and total Customer Support call and responsiveness metrics.
15. Nondiscrimination. During the term of this Agreement, LimeBike shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and shall abide by all Federal and State laws regarding nondiscrimination.
16. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: Tom Benton
Village Manager
Miami Shores Village
10050 N.E. Second Avenue
Miami Shores, FL 33138

With a copy to: Richard Sarafan, Esq.
Village Attorney
Genovese Joblove & Battista, P.A.
100 S.E. Second Street, 44th Floor
Miami, FL 33131

For LimeBike: Harvey Younes
LimeBike
66 Bowet Road, Suite 320
San Mateo, CA 94402

17. Public Records. LimeBike agrees to keep and maintain public records in LimeBike's possession or control in connection with LimeBike's performance under this

Agreement. LimeBike additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. LimeBike shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village. Upon request from the Village's custodian of public records, LimeBike shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law. If LimeBike has questions regarding the application or Chapter 119, Florida Statutes, to LimeBike's duty to provide public records relating to this Agreement, contact the custodian of public records:

Ysabely Rodriguez
Village Clerk
Phone: 305.795.2207
Email: rodriguezy@msvlf.gov

18. Amendment. This MOU may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this MOU and executed by duly authorized representatives of the parties.
19. Applicable Law and Venue. The laws of the State of Florida shall govern the interpretation and enforcement of this MOU.
20. Counterparts. This MOU 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 MOU.

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

Village:
Miami Shores Village

 10-5-17
Tom Benton, Village Manager

Attest:


Ysabely Rodriguez, Village Clerk

Approved as to form:


Richard Sarraf, Village Attorney

LimeBike:

By: Harvey E. Younes

Name: Harvey E. Younes

Title: Lead Operations

Exhibit A

Description of LimeBike's Service Level Agreement

We have built the matrix below with performance indicators that best represents our model of bike sharing. We will report on these metrics that help the Village measure our success serving its citizens and improving the livability/mobility of Miami Shores Village. We will maintain our bikes to be in an excellent state of cleanliness and repair, with a minimum of 90% of deployed bikes operable at any time.

Performance Indicator	Description	Measurement Tool	Minimum Performance Standard	Reporting Frequency
App & customer service support portal	LimeBike reservation system fully operational	Uptime reporting	99.5% uptime.	quarterly
Bicycle distribution	Maps identifying trends in peak bike distribution	Maps showing aggregate usage patterns	Fleet will focus on serving []	quarterly
Bicycles in service	# of bikes in service	Daily uptime reports	Deploy and maintain a minimum of 500 bicycles in service in Miami Shores Village in any calendar month. Up to 750 bicycles will be phased into deployment and can be increased based on usage data.	quarterly
Report-responsive	Report time of improper bike parking / other problems communicated to Village staff	Time relative to report logs	<p>Within two (2) hours during business hours between 8am to 8pm Monday through Friday except for State and Federal holidays.</p> <p>For any complaint outside of business hours, within two hours (2) of start of business hours</p>	quarterly