

**MEMORANDUM OF UNDERSTANDING**

Between

**(Participating Company)**

and

**Montgomery County, Maryland**

This Memorandum of Understanding (“MOU”) is made and entered into as of \_\_\_\_\_, 2019, by and between Montgomery County, Maryland (the “County”) and \_\_\_\_\_ (“Participating Company”). This MOU sets forth the terms and performance measures agreed upon between Participating Company and the County regarding Participating Company’s participation in Montgomery County’s Dockless Vehicle-sharing Demonstration Project (the “Demonstration Project”).

**RECITALS**

**WHEREAS**, the purpose of this MOU is to permit Participating Company to participate in the Demonstration Project and to ensure that Participating Company’s Dockless Vehicles are parked appropriately without impeding pedestrian access, and/or obstructing access to fire hydrants and valves, street furniture, bus stops, driveways, crosswalks, ADA ramps, intersections, traffic operations, outside dining or retail functions, building access, or any other public use of right-of-way in Montgomery County; and

**WHEREAS**, the Montgomery County Government, along with other government agencies such as the Maryland State Highway Administration and Cities, Towns, and Villages within Montgomery County, owns, controls, and maintains the public space on which Participating Company will operate and park its Dockless Vehicles; and

**WHEREAS**, the County Department of Transportation (“MCDOT”) will be the primary County department that will enforce the conditions set forth in this MOU; and

**WHEREAS**, MCDOT considers safety a high priority for all users of the public rights-of-way, including pedestrians and cyclists as well as riders of dockless vehicles, and requires Participating Company to have policies, programs, and practices in support of dockless vehicle rider and non-rider safety; and

**WHEREAS**, Participating Company is an app-based mobility platform that connects users to specially designed dockless vehicles equipped with GPS and a proprietary smart-lock technology. Participating Company enables users of its app to locate nearby Participating Company bicycles and e-scooters and unlock and rent them using their smartphones. After traveling to their destination, users can park and lock Participating Company vehicles in the public right-of-way, making the Participating Company vehicle available to other Participating Company users; and

**WHEREAS**, Participating Company desires to participate in the Demonstration Project in Montgomery County within the areas designated on the attached Exhibit A; and

**WHEREAS**, the County desires to facilitate the Demonstration Project to assess the viability of Dockless Vehicle-sharing operations within the County and to understand the parameters that will allow Dockless Vehicle-sharing to operate effectively and to avoid any public nuisance in the County;

**NOW, THEREFORE**, in consideration of the above recitals which are incorporated into this MOU and the mutual promises contained herein, the County and Participating Company hereby agree as follows:

## **Article I. Definitions**

For the purposes of this MOU, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific article or paragraph of this MOU. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall,” “must” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

A) Publicly Accessible Dockless Vehicle-Sharing Program: means a program to rent dockless vehicles to the public for short-term trips, without the installation of any infrastructure within Montgomery County other than the deployment of vehicles.

B) Dockless Vehicle: means a shared-mobility vehicle that is available to the public to rent in public space, does not require any specialized installations of equipment other than the vehicle itself, and can be located and unlocked using a smartphone application or by manually entering a customer’s account number. A Dockless Vehicle can be a manual pedal bicycle, electric pedal-assist bicycle (“e-bike”) or electric scooter (“e-scooter”), as defined below, but not a motorcycle, motor vehicle or a motor-driven cycle or all-terrain vehicle as defined in the Maryland Motor Vehicle Code.

C) Dockless Bicycle: means a bicycle that meets the definition of Dockless Vehicle above and may be a manual pedal bicycle or an electric pedal-assist bicycle as defined in the Maryland Motor Vehicle Code.

D) Dockless e-scooter: means a device that meets the definition of Dockless Vehicle above and weighs less than 100 lbs., with two or three wheels, handlebars and a floorboard that can be stood upon while riding; is solely powered by an electric motor and/or human power, and has a motor of no more than 750 watts; and whose maximum speed, with or without human propulsion on a paved level surface, is no more than 20 mph.

## **Article II. Responsibilities of the County**

The County, by and through MCDOT, will in good faith and in an effort to achieve the County’s policy goals, cooperate and communicate with Participating Company and the public to work towards a successful, safe and sustainable regulatory environment for a Dockless Vehicle-sharing operation.

- A) The County will notify its enforcement agencies not to ticket or impound Dockless Vehicles parked in accordance with the performance measures of this MOU and Federal, State and local law;
- B) The County will establish and update, as needed, parking requirements for Dockless Vehicles, including identification of suggested parking areas and areas that can serve as preferred Dockless Vehicle parking locations;
- C) The County may designate specific parking areas through signage, striping or other means for Dockless Vehicle parking.
- D) The County will provide to Participating Company a point of contact (POC) for the Demonstration Project.
- E) The County will coordinate, as needed, with jurisdictions that elect to join the Demonstration Project.

### **Article III. Responsibilities of Participating Company**

#### **A) Performance Requirements**

Participating Company will in good faith cooperate and communicate with the County, through its POC, and the public to work towards a successful, safe and sustainable operation of Dockless Vehicle-sharing services within Montgomery County, Maryland, conforming to Federal, State and local law and to the performance measures outlined below:

##### **1) Management, Coordination, and Communication:**

- a) Participating Company shall provide Dockless Vehicles within the Service Area(s) assigned by the County, as shown in Exhibit A, at no cost to Montgomery County, Maryland. All obligations of the County under this MOU shall be subject to, limited by and contingent upon the appropriation of funds. Participating Company will provide a \$10,000 bond to Montgomery County Government, Maryland, renewable on an annual basis. The bond may be used for any County expenses related to the Demonstration Project, including to defray the potential cost to MCDOT and participating jurisdictions of removing Dockless Vehicles that are parked illegally or which are otherwise creating an obstruction in the public right of way or on private property. The administration of such penalties and fees and the use of the refundable bond shall be governed by Article III Section (E) “Remedies” of this MOU.
- b) Upon signature of this MOU, Participating Company will provide to the County a point of contact (POC) with control of the services provided in accordance with this MOU for the planning of service and operations for the duration of the demonstration period. The demonstration period is for a period of six (6) months following the date on which this MOU is fully executed, including the provision of the certificate of insurance and posting of the required bond, with the County’s option to continue the program after six months. At the expiration of the demonstration period, the parties may elect to extend such period upon mutually agreeable terms which will be evidenced by a written amendment to this MOU. Participating Company will also provide a local operations point of contact (based in the DC region) as the POC for rebalancing and operational requests.
- c) The Participating Company representatives will meet with the County POC within three days of any request of the County to review operations or other issues. In addition to ad-hoc meetings, Participating Company will meet with the County POC at least one week before launch/initial operations, and as requested by the County thereafter throughout the duration of the Demonstration Project. In the case of a critical issue or emergency situation that requires immediate attention, the Participating Company will be available within the Response Time to respond to emergency needs and to coordinate with the County. The County has the right to exercise “self-help” if it is determined that an emergency poses an imminent risk to public health and safety or a risk of property damage.
- d) For the purposes of this Agreement, the “Response Time” is defined, based on the time of report as follows:
  - i) When reported between 6 AM and 11PM – Response within two hours from the time of report.

- ii) When reported between 11 PM and 6 AM – Response prior to 8 AM.
- e) Participating Company shall respond within 48 hours directly to Montgomery County residents and all users reporting problems, issues and/or requesting information regarding Participating Company services, including but not limited to the parking of Participating Company Dockless Vehicles. In the event the report was forwarded by MC311, Participating Company shall inform MC311 of the response to enable close-out of that service request record.

The Participating Company POC will respond within five business days regarding issues or questions raised by the County in meetings, through telephone inquiries, or other correspondence. Participating Company will keep a log of all issues and requests raised by the County and the disposition thereof.

- f) Participating Company will be primarily responsible for providing information to its customers on safe and appropriate operation of Dockless Vehicles, including information about appropriate parking locations, throughout the duration of the Demonstration Project. Participating Company will provide to the County the details of its communications materials and schedule of this education effort two weeks prior to launch/initial operation of vehicles or within two weeks of the date of this fully-executed MOU, whichever is later.
- g) Participating Company must help plan and participate in at least two public education events with rider training within 30 days of full execution of this MOU, including provision of the certificate of insurance and posting of required bond, and if possible prior to launch/initial operation of vehicles.
- h) Participating Company will be responsible for conducting monthly training sessions in Montgomery County for its customers on safe and appropriate operation of Dockless Vehicles, including appropriate parking behaviors and locations and traffic rules.

## 2) Fleet Size

- a) Participating Company shall provide a minimum of 200 Dockless Vehicles at all times, with a distribution of vehicles across both East and West County Service Areas in response to market demand. Participating Company may provide up to a maximum of 500 Dockless Vehicles initially. The number of e-bikes will not count against the maximum number of permitted vehicles. A minimum of 50 e-bikes must be provided within the Demonstration Project area by Participating Company. Fleet size is calculated for daylight hours and weather permitting.
- b) Participating Company may be authorized to increase the number of Dockless Vehicles when they are determined by the County to be in compliance with all provisions of this MOU and certain usage criteria are met. County has flexibility to base fleet size adjustments on additional factors. Participating Company may request permission to increase the number of Dockless Vehicles when:
  - i) Dockless e-bikes – usage is greater than 1 trip per day per vehicle as reported weekly
  - ii) Dockless e-scooters – usage is greater than 3 trips per day per vehicle as reported weekly

- c) Montgomery County may, in its sole discretion, request or approve changes to the minimum and maximum fleet sizes within defined subareas of the County upon notification to Participating Company.

3) Fleet Condition, Inventory and Program Operations

- a) All Dockless Bicycles used by Participating Company in its Demonstration Project under this MOU shall meet the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bicycles and the Maryland Motor Vehicle Code. Additionally, permitted systems must meet the safety standards outlined in ISO 43.150 – Cycles, subsection 4210.
- b) Any Dockless e-bike used by Participating Company in the Demonstration Project under this MOU shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of low-speed electric bicycles; and shall be subject to the same requirements as ordinary bicycles (described above). This means, among other requirements, that electric bicycles shall have fully operable pedals, an electric motor of less than 750 watts, and a maximum motor-powered speed of 20 miles per hour when operated by a rider weighing 170 pounds. Additionally, the County may terminate this Agreement if the battery, motor or any other component on an electric bicycle is determined by MCDOT to be unsafe for public use.
- c) Any Dockless e-scooter used by Participating Company in its Demonstration Project under this MOU shall meet any relevant National Highway Traffic Safety Administrations (NHTSA), State of Maryland and Montgomery County standards as they currently exist or are promulgated in the future. Any Dockless e-scooter operation must comply with the Maryland Motor Vehicle Code, including the recently-adopted amendments to that Code pertaining to electric low-speed scooters, as contained in Senate Bill 770 and House Bill 748 of the 2019 Legislative Session, which provisions are hereby incorporated by reference into this MOU.

In addition to any other requirements, Dockless e-scooters shall weigh less than 100 lbs., have single wheels in tandem or a combination of one or two wheels at the front and rear of the vehicle, handlebars and a floorboard that can be stood upon while riding, and be powered by an electric motor and/or human power, with a motor of no more than 750 watts, and have a maximum speed, with or without human propulsion on a paved level surface of no more than 20 miles per hour. Additionally, the County may terminate this MOU if the battery, motor or any other component on an e-scooter is determined by MCDOT to be unsafe for public use.

- d) All dockless e-scooters operated under the County’s Demonstration Project must be limited to a 15 miles per hour speed limit.
- e) Participating Company must limit the operations of its e-scooters to the hours of 5 a.m. – 10 p.m. local time. Riders may complete an e-scooter trip begun within the permitted time period for operations, but must not be able to start a trip before 5 a.m. or after 10 p.m.
- f) Participating Company shall require safety helmet use for all riders under the age of 18, shall limit use to one rider, and must comply with all local regulations regarding riding on sidewalks. These requirements shall be included in the user agreement.

- g) Participating Company shall obtain driver's license information for all riders or alternative form of identification. Unlicensed riders shall attend one public education event to receive an alternative identification number as a substitute for the driver's license.
- h) Participating Company must offer a discount to individuals certified to participate in the MCDOT MCLiberty program or other public assistance program. Participating Company must highlight the availability of this discount on their mobile app and website and in other outreach materials and events.
- i) Participating Company must offer a cash or other non-credit card payment option for participation in their program to facilitate use by those who may not have, or prefer not to use, credit cards or debit cards.
- j) Participating Company shall ensure each Participating Company Dockless Vehicle deployed and used is fully operable, free of defects, conforms to relevant safety standards, and is well-maintained and clean. Participating Company shall affix to each Participating Company vehicle deployed its clearly visible logo and instructions on how to contact the company to request pickup of an improperly parked Participating Company vehicle and/or a Participating Company vehicle in need of maintenance or cleaning. Instructions on vehicles shall include an email address, URL, and phone number for reporting problems without requiring an app or a smartphone.
- k) Within 30 days of launch, participating Company must provide permanently-affixed tactile information on each vehicle deployed in the County to enable blind and visually-impaired individuals to identify the ownership of each vehicle and provide for their direct communication with Participating Company via telephone, email or website. Participating Company shall comply with all other Federal, State and local requirements with respect to the Americans with Disabilities Act (ADA).
- l) Participating Company shall not require customers to grant location services from their phones, and shall not require access to contacts, photos, or other files.
- m) Participating Company shall not require customers to share data with a third party beyond those identified in Participating Company's privacy policy for purposes of the normal course of business operations.
- n) Participating Company must have an established data disclosure request process to allow for release of data and customer information to a law enforcement agency.

4) Vehicle Parking and Removal

- a) Participating Company will ensure that Participating Company Dockless Vehicles are parked in accordance with the terms and performance measures in this MOU as outlined below and Montgomery County law and laws of jurisdictions participating in the Demonstration Project.
- b) Participating Company will work to ensure that Participating Company Dockless Vehicles are parked at public bicycle racks or on public sidewalks or other public areas in a manner that does not impede pedestrian access, does not obstruct access to fire hydrants and valves, does not affect access to street furniture, does not interfere with traffic operations, bus stop operation, driveway access, crosswalks, ADA ramps, access to private property, or access to

outside dining or retail areas, and does not damage landscaping, street trees, street furniture or other aesthetic features.

- c) Participating Company will ensure that Participating Company Dockless Vehicles do not restrict access to Capital Bikeshare stations for Capital Bikeshare operations and maintenance and for Capital Bikeshare users.
- d) Participating Company will identify Dockless Vehicles deployment areas within the Demonstration Project Service Area(s) and will identify preferred parking areas for Dockless Vehicles in areas where such approaches are deemed necessary by the County. Participating Company will notify its customers regarding these preferred parking areas and will work with the County and other jurisdictions and organizations to address any issues created by these deployment or parking areas, including identifying alternative locations as needed.
- e) Participating Company shall not deploy more than three Dockless Vehicles along a block face within the County unless other requirements are established by the County or participating jurisdictions and will work with the County and local communities to determine appropriate deployment numbers and approaches, which may vary for specific areas within the County. Designated deployment areas are limited to a maximum of 15 total Dockless Vehicles at any time, or such other number as may be determined by the County, and may be changed over time by the County, depending upon local circumstances.
- f) Participating Company will remove Participating Company Dockless Vehicles parked in violation of the parking requirements outlined in this MOU, or otherwise in conflict with applicable laws and regulations, or in violation with other Dockless Vehicle parking standards to be developed and periodically updated by the County.
- g) Participating Company will remove each parked Participating Company Dockless Vehicle in need of maintenance and/or cleaning in violation of the terms and performance measures in this MOU and Federal, State and local law.
- h) Montgomery County may establish and shall notify Participating Company of any additional requirements for Dockless Vehicle deployment or parking that it deems necessary.
- i) In the event of a declared snow emergency, Participating Company shall collect all their Dockless Vehicles located in the public right-of-way and relocate them to a storage facility under their control, or otherwise secure the Dockless Vehicles in a location that does not impede public and private snow and ice-clearing operations for the duration of the emergency.
- j) Upon request of the County due to emergency, construction, parade, public gathering, or other situation affecting the normal operation of the right-of-way, Participating Company shall collect and secure all or a portion of Participating Company's owned or controlled Dockless Vehicles to a location outside of the public right-of-way or to a location that does not otherwise impede the County's access and response to the situation for the duration of the situation.
- k) In the event Participating Company fails to adhere to these parking performance measures, the County may remove and store Participating Company's Dockless Vehicles. The County shall notify Participating Company in each such instance. Participating Company is required to pick up its Dockless Vehicles from the storage facility within five (5) business days of such notice

and must reimburse the County for all costs associated with removal and storage of the Dockless Vehicles, in addition to any applicable fines or fees, or other penalties as appropriate under the law. Currently the fee for removal of a vehicle is \$102 and the storage fee is \$29 per day; these fees may change in the future. Subject to applicable laws and rules, the County will consider Participating Company Dockless Vehicles abandoned and may dispose of same as the County deems fit in the event Participating Company fails to pick up its Dockless Vehicles from a storage facility within seven days of the County's notice described above. The County will not be liable to Participating Company for any damage to any of its vehicles in the event the County does not collect and store them. The administration of such penalties and fees and the use of the refundable bond shall be governed by Article III Section (E) "Remedies" of this MOU.

B) Data

- 1) Participating Company shall provide a publicly accessible application program interface (API) clearly posted on the company's website that shows, at a minimum, the current location of any Dockless Vehicles available for rent at all times. Participating Company will follow Mobility Data Specification (MDS) to describe mobility vehicle trips and their routes, location and status of each vehicle at any point in time and historically, and provider Service Areas. Participating Company agrees to provide the required data to MCDOT or to an MCDOT-designated third-party via direct API access to evaluate the Demonstration Project. MCDOT will separate the requirements for a public feed Generalized Bikeshare Feed (GBFS) from the private/third party feed Mobility Data Specification (MDS).
- 2) A smart phone-based application used to rent Dockless Vehicles does not qualify as a publicly accessible API.
  - a) Data must be provided in compliance with the most current Generalized Bikeshare Feed Specification (GBFS) v1.0 and Mobility Data Specification (MDS) formats
- 3) The public API need not be available without authentication; however, any member of the public, including commercial entities, must be able to gain access to the data provided by the API by requesting access through a web interface.
- 4) Participating Company shall provide a monthly report within 5 business days of the end of the month, using a County-approved template.
- 5) Participating Company must also provide:
  - a) Safety and property damage reports on any crashes involving Participating Company's Dockless Vehicles. Summary reports must be provided on a monthly basis. The County must be notified within 24 hours of vendor notification of a crash or accident resulting in severe personal injury requiring transport to a medical facility.
  - b) Reports on any Dockless Vehicles lost due to theft or vandalism on a weekly basis.
  - c) Aggregated repair information on Participating Company's Dockless Vehicles by type of repair on a weekly basis, including information on vehicles removed from service for any reason and remaining inventory within each Service Area.

- d) Monthly report of complaints received, nature of the complaint including type of vehicle, response time, and action taken.
- e) Participating Company will pay \$5,000 for administration of the dockless vehicle pilot and related purposes during the initial demonstration period of six months and an additional \$5,000 in the event the demonstration period is extended for an additional six months.
- f) Participating Company agrees to provide the required data (excluding driver's license information) to MCDOT or to a third-party provider designated by MCDOT to evaluate the Dockless Vehicle-sharing program. Participating Company agrees to cooperate with that effort to provide data assembly, visualization, and analysis to MCDOT.
  - i) Failure to make payment to the County may result in a claim against the \$10,000 bond described in Article III A) 1) and 6) and termination of this MOU.
  - ii) Data Protection: Any County third-party provider's use of data will be governed by the terms of their agreement with the County. The County is the end-user of the data; reselling or redistribution of raw trip data will be prohibited.
  - iii) The County will begin use of any third-party provider's services for data assembly, visualization and analysis once Participating Company and the third-party provider have reached an agreement regarding the use of Participating Company's data. Once that agreement is reached, County and third-party provider will be entitled to receive, and Participating Company must provide, all data required for evaluation from inception to conclusion of the Demonstration Project.

C) Penalties and Fines

Participating Company shall be financially responsible for any/all penalties, fines, and other costs to the County as a result of illegally parked Dockless Vehicles, including but not limited to parking tickets or other enforcement actions against Participating Company. Participating Company agrees to post a refundable bond of \$10,000 to cover costs to the County for enforcement of laws or enforcement of provisions of this MOU.

D) Advertising

- 1) Participating Company shall not advertise or publish Montgomery County government's participation in or endorsement of the Participating Company Dockless Vehicles or promotional material without County written consent.
- 2) Participating Company shall not utilize its Dockless Vehicles for the sale or display of third-party advertising.

E) Remedies

- 1) Participating Company must carry out and perform its obligations pursuant to this MOU.
- 2) If Participating Company violates any of its obligations under this MOU and such violation is not corrected within one week's time following written notice by the County, the County may then immediately terminate Participating Company's participation in the Demonstration Project, and may be reimbursed for costs from the bond referenced above. Participating Company will be provided with opportunity to respond to the notice of violation prior to a final decision by the County.

- 3) MCDOT has the right at any time and at its sole discretion to terminate or restrict a company's operation in any area or jurisdiction that requests this action based upon the company's failure to meet performance requirements or to adhere to other provisions of this MOU. Additionally, Participating Company must take reasonable action to alert riders of restricted areas.

F) No Right, Title or Interest

Participating Company expressly acknowledges that this MOU does not constitute a conveyance of real property, in whole or in part.

**Article IV. Duration and Timetable for Launch/Initial Operations**

A) Duration

This MOU shall become effective upon signature by the County and will remain in effect for an initial term of six months and may be extended at the County's sole discretion with the acceptance of the Participating Company. At the conclusion of the Demonstration Project the County may initiate, in its sole discretion, a permanent program open to all companies that participated in the Demonstration Project and satisfactorily complied with the terms and conditions of this MOU, or to other companies as determined by the County to be appropriate.

B) Timetable

The County-preferred launch date for this Demonstration Project is June 1, 2019 with an initial six-month demonstration period ending December 1, 2019. In order to launch initial operations, Participating Company must have completed the following required actions:

- 1) Full execution of this MOU, provision of the certificate of insurance, and posting of the required bond;
- 2) Conduct of at least two rider training sessions as described in Article III above;
- 3) Notification to the County of Participating Company's intended general locations for initial deployment within their assigned Service Area(s);
- 4) Deployment of at least 200 dockless vehicles including 50 e-bikes ready for initial operations.
- 5) Provision to the County of a schedule and general locations for additional deployments planned throughout the Demonstration Project.
- 6) Initial payment made to County to provide for data assembly, visualization and analysis as per Article III, B) Data, above.

In the event Participating Company is unable to meet this timetable, they must notify the County and propose an alternative timetable acceptable to the County.

**Article V. Service Area**

Participating Company will be permitted to operate within their designated Service Area(s) of Montgomery County, as shown on Exhibit A, and may not operate outside that area. Participating Company must not operate within the proscribed, non-participating areas depicted in Exhibit A. Areas outside the assigned Service Area(s) or within the non-participating areas must be geo-fenced out by Participating Company within

their app and riders entering those areas must be notified they may not terminate a trip within that area, and that fines or other penalties will be imposed in the event they do so. Participating Company will be required to collect its Dockless Vehicles that travel outside their designated Service Area(s) for redeployment within their assigned Service Area(s) within the Response Time per Article III.

## **Article VI. Insurance and Indemnification**

### **A) Insurance**

Participating Company shall maintain at all times a comprehensive general liability insurance policy concerning acts or omissions of Participating Company and its employees, agents and contractors with respect to the Demonstration Project and its obligations under this MOU, with limits of not less than \$2,000,000 per occurrence and with excess liability limits of at least \$3,000,000 per occurrence and in the aggregate, for bodily injury, death and property damage, with a commercially reasonable deductible amount, with coverage including independent manufacturer's and independent contractor's liability, damage from explosion, collapse and underground hazards, and completed operations coverage. Montgomery County, all participating local jurisdictions and all elected and appointed officials, officers, consultants, agents and employees of the County and participating local jurisdictions shall be included as an additional insured on the policy for liability arising out of Participating Company's activities. Written notice of cancellation, if applicable, must be delivered to the County in advance. Participating Company shall provide the County with a certificate of insurance at the time of execution of this Agreement, issued to:

Montgomery County, Maryland, Department of Transportation / Director's Office  
Attention: Al Roshdieh, 101 Monroe Street, Rockville, Maryland 20850

### **B) Indemnification**

Participating Company, its successors and assigns, hereby indemnifies, defends and holds the County and all participating local jurisdictions harmless from and against any and all claims, loss or damage, including reasonable attorney's fees, arising out of any claims for damage or injury to persons or property resulting from the Participating Company's activities defined in this Agreement, including (a) any act or omission by Participating Company and its employees, agents and contractors in connection with Participating Company's activities associated with the Demonstration Project, and (b) any act or omission of Participating Company and its employees, agents and contractors associated with the Demonstration Project, excepting claims arising from the negligent act or intentional misconduct of the County, participating local jurisdictions or their employees. Participating Company's indemnification obligations shall survive termination of this MOU.

## **Article VII. Modification and Termination**

### **A) Modification**

This MOU may be modified only by mutual consent of authorized representatives from both parties, in writing.

### **B) Termination**

Either party may terminate this agreement with 48-hours' notice to the other party. Upon termination, Participating Company shall remove all Dockless Vehicles under its ownership or control within five (5) business days of the date of termination and shall cease all operations within the Service Area. The

County will consider any Participating Company Dockless Vehicles not removed as abandoned property and will dispose of them as it deems fit at Participating Company's expense.

IN WITNESS WHEREOF, the Parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be executed as of the date first above written by their duly authorized representatives.

(SIGNATURE PAGES FOLLOW)

MONTGOMERY COUNTY, MARYLAND

Department of Transportation

Al R. Roshdieh, Director

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

Date: \_\_\_\_\_

\_\_\_\_\_ (“Participating Company”)

Printed Name of Authorized Signatory: \_\_\_\_\_

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

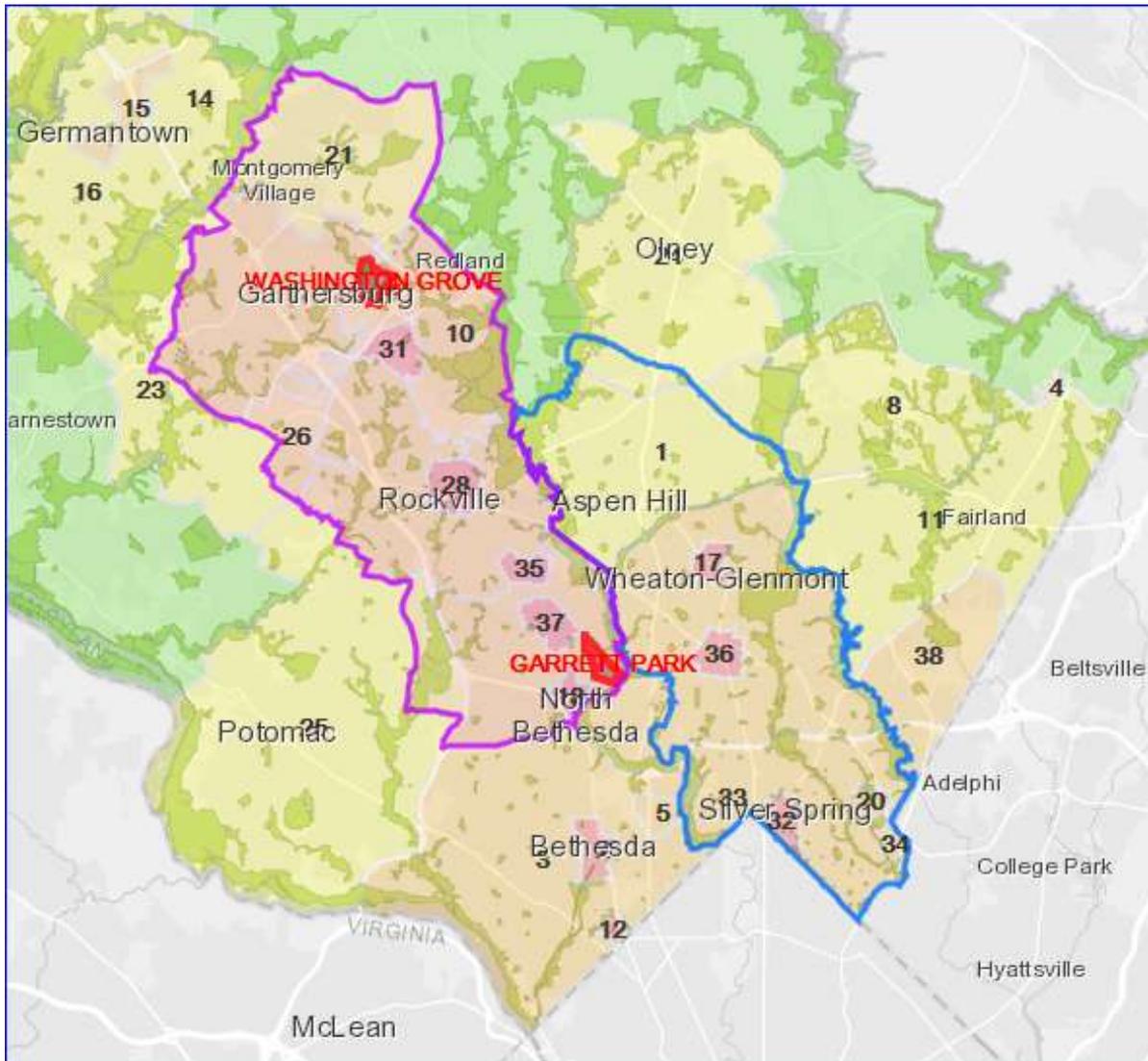
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A – Service Area Map & Assigned Service Area– See next page

**Exhibit A: Dockless Vehicle-Sharing Demonstration Project Service Areas– Spring 2019**

**Participating Company Assignment: East &/or West County Service Areas**



 West County Service Area

 East County Service Area

Dockless vehicle trips are permitted to be started or ended only within the designated Service Areas of the County. Each dockless vehicle company is permitted to operate in one of the Service Areas, based on the terms of their MOU. For detail on boundary lines, streets and other features see the interactive map, which has layers that can be added or deleted: <http://mcgov-gis.maps.arcgis.com/apps/View/index.html?appid=1449ea63a4f941b6bc13e8249d520aeb> Minor adjustments may be made to the boundary lines in the future. Updated mapping will be provided.

 Jurisdictions within boundaries of designated Service Areas not participating.

As of Spring 2019 in the West County Service Area, the municipalities of Garrett Park and Washington Grove are not participating in the Demonstration Project. No dockless vehicle trips are permitted to be started or ended within these non-participating jurisdictions.

**Note:** Montgomery Parks Department is adopting their own program for dockless vehicle use in County Parks. Please visit their website for further information: [www.montgomeryparks.org](http://www.montgomeryparks.org).

## Checklist for Dockless Vehicle Launch/Initial Operations

For Montgomery County Use Only:

1. Signed MOU Received: \_\_\_\_\_ (date)
2. Certificate of Insurance Received: \_\_\_\_\_ (date)
3. \$10,000 Bond Posted: \_\_\_\_\_ (date)
4. Two rider training sessions conducted: \_\_\_\_\_ (dates)
5. Notification of general areas for initial deployment: \_\_\_\_\_ (date)  
List of areas:
6. Deployment of minimum 200 Dockless Vehicles confirmed: \_\_\_\_\_ (date)
7. Deployment of minimum 50 Dockless e-bikes confirmed: \_\_\_\_\_ (date)
8. Schedule and locations for future deployments received: \_\_\_\_\_ (date)
9. Payment to County of \$5,000 for first six months of Demonstration Project received: \_\_\_\_\_ (date)

H:\TransPolicy\Commuter Services\Dockless Vehicles\DV Pilot 2019\MOU\Generic MOU.Dockless Vehicle Demonstration Project.Spring 2019.docx