

**LICENSE AGREEMENT
FOR PILOT SHARED MICROMOBILITY
(E-SCOOTER AND E-BICYCLE) OPERATIONS
UNIVERSITY OF FLORIDA**

THIS AGREEMENT, made as of the ____ day of _____, 2021 (“Effective Date”) by and between The University of Florida Board of Trustees, a Florida public body corporate (herein called “University”) and _____ [NAME OF COMPANY], a _____ [STATE OF INCORPORATION] company (herein called “Licensee”) (collectively, “Parties”).

WHEREAS, University defines “Micromobility Device” as any motorized personal transportation device powered by an electric motor for private use by reservation through an online application, website, or software for point-to-point trips; which is not capable of traveling at a speed greater than 20 miles per hour on level ground; and weighs 100 pounds or less. This term includes motorized scooters (“E-Scooters”) and motorized bicycles (“E-Bicycles”), as defined in the Florida Statutes 316.003, 316.2065, 316.2128.

WHEREAS, Licensee owns a fleet of commercial, motorized Micromobility Devices intended or equipped for shared use by paying consumers (“Licensee’s Fleet” or “Licensee’s Micromobility Devices” or “Licensee’s E-Scooters” or “Licensee’s E-Bicycles”); and

WHEREAS, Licensee has obtained a Micromobility Services operating permit from the City of Gainesville (“Permit”) that allows Licensee to conduct the business of micromobility sharing operation within the boundaries of the City of Gainesville (“Licensee’s Operation”); and

WHEREAS, the University resides within the City of Gainesville; however, the University retains autonomous control and authority certain public rights of way and recreational trails located within its campus boundaries (“University Right of Way”); and

WHEREAS, Licensee also desires to conduct Licensee’s Operation and allow customers to access to Licensee’s Micromobility Devices on and within the University Right of Way; and

WHEREAS, the University Right of Way contemplated by this Agreement does not cover areas that are not controlled by the University, including but not limited to, all streets, roads, trails, or parkways owned by the City of Gainesville, Alachua County, Florida, and/or private property owners; and

WHEREAS, University-sanctioned Micromobility Device sharing operations have not previously operated on University property; and

WHEREAS, allowing Micromobility Device sharing operations to exist in the University Right of Way is likely to promote the public’s health, safety, and welfare by encouraging efficient and limited use of traditional motor vehicles, thereby reducing traffic volumes, noise, and air

pollution; and

WHEREAS, the University believes Micromobility Device sharing has the potential to help achieve the University's goals around transportation mode share, equitable access, physical and environmental health, and climate change; and

WHEREAS, the University must balance the benefits of Micromobility Device sharing operations with its duty to keep streets and sidewalks safe, orderly, and free of unregulated obstructions and encumbrances; and

WHEREAS, the University has decided upon a pilot period not to exceed one year, coinciding with and subject to the issuance of operating permits from the City of Gainesville and term of this Agreement, during which the University will examine Micromobility Device sharing operations, and temporarily allow such use of the University Right of Way by approved licensees, subject to the terms and conditions set forth herein ("Pilot Program"); and

WHEREAS, the Pilot Program is intended to understand the impact of Micromobility Device sharing operations on University Right of Way, interaction with adjacent municipal Micromobility sharing operations, and to provide guidance for the development of future policy; and

WHEREAS, this Agreement is intended to outline the terms and conditions under which Licensee will be allowed to utilize the University Right of Way during the Pilot Program.

NOW, THEREFORE, for and in consideration of the following terms and conditions, the parties hereto agree as follows:

ARTICLE I. USE OF UNIVERSITY RIGHT OF WAY

1. Authorization. The University hereby grants a revocable, non-exclusive license to Licensee to implement Licensee's Operation within the University Right of Way during the term of this Agreement, subject to all of the terms and conditions set forth herein.

This authorization is not a lease or an easement, and shall not be construed to transfer any real property interest in the public right of way or other University property.

2. Additional Uses. Licensee expressly understands and agrees that this Agreement does not grant Licensee or its contractors the ability to exclude, or prohibit others from using, the University Right of Way. Licensee further understands and agrees that the University's uses, needs, and obligations shall at all times supersede Licensee's privileges under this Agreement.
3. University Rules. It is Licensee's and its contractors obligation to become aware of and understand all University rules and regulations related to the operation of Licensee's business on campus, including without limitation, rules of the road, parking, non-smoking, non-discrimination and non-harassment. University reserves the right to remove any Licensee employee or subcontractor from campus for a violation of such rules.

4. Temporary Suspension. The University, in its sole discretion, may temporarily suspend the license granted in this section upon a significant weather event or other emergency, or other significant event or occurrence alters or causes the University to alter the everyday business activities of the University. Such a temporary suspension shall begin immediately upon notice and shall only continue until the circumstances that created the need for the suspension have ceased.

ARTICLE II. TERM AND TERMINATION

1. Term. The term of this Agreement shall commence on the Effective Date and continue until May 2, 2022 (“Term”). The Agreement will terminate at the end of the Term unless the parties mutually agree to renew this agreement in writing.
2. University Termination. University may terminate this Agreement upon written notice if Licensee commits a breach and fails to remedy such breach within ten (10) business days after receiving written notice. By way of example and not limitation, Licensee breach of this Agreement includes: (i) delinquent payments or required documents or submission of any false report; (ii) failure to reasonably manage placement and pick-up of Micromobility Devices and (iii) violation of any laws or regulations.
3. Immediate Termination. Without limitation on its other rights and remedies, University may terminate this Agreement immediately upon notice to Licensee upon the occurrence of the second separate default by Licensee within any consecutive three-month period for any of the reasons specifically iterated in the previous paragraph.
4. Automatic Termination. This Agreement shall immediately and automatically terminate, unless prohibited by applicable law, if: (i) the Licensee’s Permit is terminated or expires; or (ii) the either party enters liquidation, has a receiver or administrator appointed over any assets related to this Agreement, makes any voluntary arrangement with any of its creditors, or ceases to carry on business, or any similar event under the law of any foreign jurisdiction.

ARTICLE III. TERMS AND CONDITIONS FOR USE OF UNIVERSITY RIGHT OF WAY

Licensee agrees that it will implement Licensee’s Operation in accordance with the following terms and conditions:

1. City Permit.

Licensee shall at all times abide by the terms and conditions of the Permit issued by the City of Gainesville, with respect to fleet size, maintenance, etc.

2. Micromobility Device Parking. All devices in Licensee’s Fleet shall comply with the following parking rules and restrictions when located in the University Right of Way:
 - a. Micromobility devices must be parked upright and stabilized with a kickstand when

- not in use.
- b. Micromobility devices must not be parked in any location or manner that will impede normal and reasonable pedestrian traffic and/or access to:
 - i. Pedestrian ramps
 - ii. Building/property entrances
 - iii. Driveways
 - iv. Loading zones
 - v. Disability parking and transfer zones
 - vi. Transit stops
 - vii. Crosswalks
 - viii. Street furnishings (benches, parking meters, etc.)
 - ix. Sidewalk furnishing zones
 - x. Underground utility, sewer, or water facilities
 - xi. Sidewalk clear zones¹
 - c. The University reserves the right to mandate geofencing specifications to Licensee's Fleet in order to prohibit parking/locking Micromobility Devices in specified areas and during specified events, and/or to direct users to specified designated parking areas. Licensee shall comply with any and all geofencing requirements within 5 business days of a written or emailed request made by the University. The cost of installing and maintaining geofencing equipment or facilities shall be borne by Licensee.
 - d. Licensee will be solely responsible for informing its customers as to parking a Micromobility Device properly.
 - e. Licensee will undertake proactive, reasonable measures to prevent and deter improper parking or dumping of Micromobility Devices on private property or other public property not owned or controlled by the University.
 - f. The University, in its sole discretion, may require Licensee to rebalance the distribution of Micromobility Devices in specified areas if deemed too dense or too sparse, or if doing so will help promote equitable access. Licensee will comply with all such requests within 24 hours of receiving notice from the University.
 - g. All Micromobility Devices must be disabled from public use daily, in accordance with the terms of the Permit. Licensee shall be responsible for collecting and removing its Micromobility Devices from University Right of Way in accordance with the same removal requirements set forth in the Permit. Micromobility Devices may not be redistributed prior to 4:00 A.M. or enabled for public use on University Right of Way until 6:00 A.M. of the following day.
 - h. Licensee and Licensee's employees, contractors and subcontractors shall place Micromobility Devices only in the locations identified with a pin in the attached Exhibit A.
3. Micromobility Device Operation, Licensee Operation, and Access to Fleet
- a. The University intends to treat Micromobility Devices in the same manner as traditional bicycles in regards to where they can be ridden and used on University property.
 - b. Micromobility Devices must have a top speed of 15 miles per hour or less, in accordance with the City Micromobility Services Permit.
 - c. Licensee will be required to provide the ability to regulate speed or stop motorized

¹ The sidewalk clear zone is the accessible, primary pedestrian thoroughfare that runs parallel to the street. The clear zone ensures that pedestrians have a safe, obstruction-free thoroughfare.

- movement of Micromobility Devices in geofenced areas identified on Exhibit A as dismount zones, or other high-congestion locations.
- d. Licensee and Licensee's employees, contractors and subcontractors are specifically prohibited from driving motor vehicles in any of the areas identified on Exhibit A, as well as on any University sidewalks or other University property other than highways or streets, private roads or driveways and roadways in accordance with University's traffic ordinance.
4. Standards of Behavior and Conduct. Licensee acknowledges and understands that the University's first priority for access and occupancy of its campus belongs to its students, faculty and administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Licensee agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this Contract:
- a. Licensee and its employees, subcontractors and subcontractor employees will refrain from using foul, abusive, or profane language on University property. The University is 100% Tobacco Free on all University grounds. Smoking, use of any tobacco products or carrying firearms/weapons or illegal drugs are prohibited on University property.
 - b. Licensee shall enforce appropriate professionalism, discipline and good order among their employees, subcontractors and subcontractor employees at all times. Licensee's employees, subcontractor or subcontractor employees shall have absolutely no contact outside of direct customer interaction with students or staff, other than administrative personnel or designated representatives, with the exception of emergency situations and/or University Police. Licensee shall immediately remove from campus access any employee, subcontractor or subcontractor employees for making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.
 - c. Licensee and its employees, subcontractors and subcontractor employees shall wear an appropriate uniform identifying them as a representative of Licensee. Licensee shall issue corporate identification badges for all employees and subcontractors that display photograph, name and company name, and employees and subcontractors shall carry such identification while on campus.
 - d. The University reserves the right to exclude or remove anyone from campus for noncompliance with this section.
 - e. The University may for any reason, without cost or penalty of any kind, request contractor to remove assigned employee from providing services under this Agreement and the Contractor shall comply with such a request immediately.
5. Micromobility Device Parking Complaints/Enforcement
- a. Licensee must provide the University with an up-to-date, direct, local contact for Licensee's Operation, as well as an emergency, after-hours contact.
 - b. During the Pilot Program Term, Micromobility Device parking complaints received by the University shall be referred to the City of Gainesville or directly to Licensee, and Licensee or Licensee's authorized representative may be provided a limited opportunity to address/respond by re-parking or relocating its noncompliant

Micromobility Devices.²

- c. Licensee alone will be fully responsible for re-parking or relocating Micromobility Devices where a complaint has been received by the University or Licensee, or where Micromobility Devices are otherwise found to be in violation of parking rules stated herein.
- d. The University will not be responsible under this License Agreement for monitoring Micromobility Device parking or dumping on private property, or other public property not owned or controlled by the University, but the University may impound Micromobility Device not parked in accordance with this Agreement³.
- e. Licensee will be solely responsible to third parties for addressing unauthorized Micromobility Devices dumped or left unattended on private property, or on other public property not owned or controlled by the University.
- f. Licensee will act swiftly and exercise due diligence in responding to complaints of unauthorized Micromobility Devices leaning against, blocking, dumped or left unattended on private property, or on other public property not owned or controlled by the University.
- g. If the University incurs any costs or damages arising out of Micromobility Device parking complaints, violations, or other related costs that are not otherwise recovered with the University's collection of an impoundment release charge, Licensee shall reimburse the University for such costs within 30 days of receiving written or emailed notice.
- h. Licensee expressly understands that the University may impound any and all Micromobility Devices found by the University to be in violation of applicable laws and/or the terms of this License Agreement. Seizure and impoundment of Micromobility Devices may be exercised by the University with or without prior notice to Licensee.
- i. A per occurrence impoundment fee will be applied to any and all devices owned or controlled by Licensee as follows:
 - i. Initial impoundment fee of \$50 per device
 - ii. If not paid for and retrieved by Licensee within 24 hours of notice of impoundment, a \$20 storage fee per device, per day shall be added to the initial impoundment fee.
 - iii. If an impounded device is not picked up within 30 days of notice of impoundment, the University will consider them to be abandoned property and will dispose of them in accordance with applicable law.
- j. Any failure by the University to act on the provisions of this section shall not relieve Licensee of any other duty or penalty at equity or law.

6. Data Collection/Sharing

- a. The University will evaluate various aspects of the Pilot Program using data shared by the Licensee with the City of Gainesville through monthly reporting and Mobility Data Specification (MDS) Provider Application Program Interface (API) in accordance with the City Micromobility Services Permit.

² This provision will be exercised only in instances where, in the University's discretion, the public's safety and welfare will not be unduly compromised due to additional passage of time.

³ When doing so will not unduly burden the complaining third party, the University will refer such complaints to Licensee, and Licensee or Licensee's authorized representative will be provided a limited opportunity to remedy the complaint without further University involvement.

- b. Licensee understands and agrees that the University may rely upon a third-party researcher or consultant to evaluate various aspects of the Pilot Program. Upon request, Licensee will directly share all data that is relevant to evaluating or enforcing the terms set forth in this Agreement with the University and any such third-party researcher.
- c. Licensee agrees that it will provide any and all user or customer data in Licensee's possession that is directly or indirectly related to active investigations into third party criminal behavior and/or claims of civil liability against the University by persons using or riding a Micromobility Device. Notwithstanding any other provision to the contrary, this section (c) shall be deemed to include personally identifiable customer data.

ARTICLE IV. PAYMENT TERMS AND CONDITIONS

During the Term of this pilot, the University shall receive no compensation from a per-ride or per-Micromobility Device basis under this Agreement. After the Pilot Program, the University reserves the right to charge Licensee a fee per-Micromobility Device.

ARTICLE V. DISPUTE RESOLUTION

1. Mandatory Procedures. Prior to initiating any administrative or judicial proceeding with respect to a dispute relating to this Agreement, other than payments, each party shall first comply with the procedures set forth in this Article V.
 - a. A party asserting the existence of a dispute shall provide written notice of to the other party with a statement of the facts and any documents relevant to the disputed issue. Within fifteen (15) days after the date of that notice, senior representatives of the parties shall convene at a mutually convenient location and engage in good faith negotiations to resolve the dispute.
 - b. If either party subsequently determines that negotiations between the representatives of the parties are at an impasse, the party declaring that the negotiations are at an impasse shall give written notice to the other party stating with particularity the issues that remain in dispute and its proposed resolution.
 - c. Upon notice of impasse, then parties hereby agree to first participate in good faith in non-binding mediation in an attempt to resolve and settle all disputes prior to initiating any further legal action. Mediation may only be initiated by one party's notice to the other of its desire to mediate within thirty (30) days from the notice of impasse. The parties shall mutually agree on a certified mediator located in Alachua County, Florida. If mediation not initiated, then each party waives all right to initiate any and all further legal proceedings or remedies.
 - d. If mediation is initiated and the dispute is not resolved, then this Agreement shall no longer prohibit either party from filing appropriate administrative or judicial proceedings with respect to the issue in dispute.
2. Non-Waiver. Except as stated in Article V 1(c) above, the parties are not waiving their right to seek and obtain specific performance, injunctive relief or any other equitable remedy that may be available. The parties agree to consider in good faith any proposals to address disputed issues through alternative dispute resolution. The prevailing party in any dispute

resolution proceeding or action may seek reimbursement of its documented attorneys' fees.

ARTICLE VI. REPRESENTATIONS AND GENERAL CONDITIONS

1. Ownership and Condition of Right of Way. This Agreement shall not be construed so as to transfer ownership or control of the University's Right of Way to Licensee, or to any other party. The University makes no representations or warranties concerning the condition of the University Right of Way, or its suitability for use by Licensee, its contractors or customers.
2. Delegation of Power. This Agreement does not delegate or otherwise transfer the University's power to regulate Micromobility Devices, Licensee's Operation, and/or to enforce University ordinances or other laws, to Licensee, or to any other party. Licensee understands and agrees that ultimate decisions related to University enforcement against third parties and/or public compliance issues, shall remain within the University's sole discretion.
3. Compliance with Laws. Licensee agrees to comply with all applicable Federal, State, and local laws as they may be adopted or amended from time to time. Licensee further acknowledges that its rights hereunder are subject to the lawful exercise of the power of the University to adopt, amend, and enforce ordinances, resolutions, and policies.
4. Removal upon order. Licensee shall remove at once any or all Micromobility Devices or other property owned or controlled by Licensee upon being ordered to do so by the University. Licensee shall be responsible for restoring the University Right of Way to its original condition, and the University shall not be liable for any damages resulting to Licensee by reason of such an order. Such removal and restoration of the University Right of Way will be at the sole expense of Licensee. Upon failure of Licensee to remove Micromobility Devices or other property as ordered within a reasonable time period, the University may perform the removal or work at Licensee's cost and/or initiate a claim against Licensee.
5. Interest of Members of University. Licensee agrees that no member of the Board of Trustees, officer, employee or agent of the University shall have any interest, financial or otherwise, direct or indirect, in the Agreement.
6. Equal Opportunity Statement. Licensee agrees to comply with the provisions of all applicable federal, state and local statutes, ordinances and regulations pertaining to civil rights and nondiscrimination.
7. Non-Discrimination. Licensee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

If required by applicable law, Licensee shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth this nondiscrimination clause. In addition, the Licensee shall, in all solicitations or advertisements for employees placed by or on behalf of the Licensee, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars.

8. Insurance. Licensee shall secure and maintain insurance issued by insurance companies acceptable to the University and admitted in Florida. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Agreement and shall remain continuously in force for the duration of the Contract. The Licensee and any sub-contractors carrying out work related to this Agreement shall secure and maintain the following insurance:
 - a. Workers Compensation insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
 - b. Commercial General Liability insurance with limits of at least \$1,000,000 per claim, \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the University shall be named an additional insured.
 - c. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with full automobile coverage including damages, contents and vandalism and limits of at least \$1,000,000 per accident.
 - d. Computer Security and Privacy Liability for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Contractor, its agents or employees. 2) Breach of the University's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must remain in continuous effect for at least 3 years after the service is provided or include a 3-year extended reporting period.

Acceptance of the insurance by the University shall not relieve, limit or decrease the liability of the Licensee. Any policy deductibles or retention shall be the responsibility of the Licensee. Licensee shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The University does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form prior to the execution of

this agreement. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. Licensee shall require any of its subcontractors, if subcontracting is allowable under this Agreement, to comply with these provisions, or the Licensee will assume full liability of the subcontractors.

9. Hold Harmless. Licensee agrees to defend, indemnify and hold harmless the University, its regents, officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from (i) any intentional or negligent act or omission of Licensee, its employees, its agents, subcontractors, or employees of subcontractors, in the performance of the operation, work, or services provided by or through this License Agreement, or by reason of the failure of the Licensee to fully perform, in any respect, any of its obligations under this License Agreement; or (ii) use of Licensee's Micromobility Devices by any individual, regardless of whether such use was with or without the permission of Licensee, including claims by users of the Micromobility Devices or third parties.
10. Assignment or Transfer of Interest. Licensee shall not assign any obligation or interest in this Agreement, and shall not transfer any obligation or interest in the same either by assignment or novation without the prior written approval of the University, provided, however, that claims for money due or to income due to the Licensee may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice of any such assignment or transfer shall be furnished to the University. Except as provided herein, Licensee shall not subcontract any services under this Agreement without prior written approval of the University department contract manager designated herein.
11. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Licensee shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Agreement. Any and all employees of Licensee or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or sub-contractors of the Contractor only and not of the University; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Florida or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.
14. Inspection of Records. All Licensee records with respect to Licensee's obligations under this License Agreement shall be made available to the University or its designees, at any time during normal business hours, as often as the University deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
16. Contacts. The following are designated as official representatives for each of the Parties, and as points of contact for purposes of delivering or receiving notice, contract management, official requests, and all other communication contemplated under this License Agreement:

For the University:
Scott Fox
Senior Director, Transportation and Parking Services
University of Florida
1273 Gale Lemerand Drive
PO BOX 112325
Gainesville, FL 32611-2325
sefox@ufl.edu
(352)392-8048

For Licensee:

With a copy to:

17. Entire Agreement. This License Agreement and attachments and other documents named, is the entire agreement between the parties. No modification of this Agreement shall be valid or effective unless made in writing and signed by the parties hereto. **IN TESTIMONY WHEREOF**, the said parties have signed and executed this instrument the day and year first above written.

For the Licensee:

By: _____

Its: _____

For the University:

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By: _____

Its: _____

Exhibit A

Drop Locations