

Memorandum of Understanding: Stand-up Electric Scooter Sharing in City

City/County will permit Bird Rides, Inc., located at 406 Broadway #369, Santa Monica, CA 90401 (“Company”) to provide services under the following terms and limitations. This agreement shall remain in effect until date and shall renew for successive [] month periods unless either party provides written notice to the other of its intention not to renew at least ninety (90) days prior to the end of the then-current term, or unless terminated as set forth below.

AGREEMENT

1. Scope: This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within City / County’s jurisdictional boundaries. No person shall deploy a Stand-up electric scooter sharing system in the City / County in violation of this Agreement.
2. Except as otherwise provided herein, City / County shall regulate the operation of Stand-up electric scooters in a manner no more restrictive than City’s / County’s regulation of bicycles. Stand-up electric scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by City / County consistent with fines for cyclists.
3. Company shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
4. Hours of operation: Stand-up electric scooters will be made available to rent 24 hours per day.
5. Safety Education: Company shall provide education to Stand-up electric scooter riders on the City’s / County’s existing rules and regulations, safe and courteous riding, and proper parking.
6. Data sharing: Company will provide data to the City/County as necessary to assist with monitoring program usage.
7. Indemnification: Company agrees to indemnify, defend and hold harmless City / County (and City’s/ County’s employees, agents and affiliates) from and against all actions, damages or claims brought against City / County arising out of Company’s negligence or willful misconduct, except that Company’s indemnification obligation shall not extend to claims of City’s / County’s (or City’s / County’s employees’, agents’ or affiliates’) negligence or willful misconduct. City / County expressly acknowledges that in no event shall Company be liable for any special, indirect, consequential or punitive damages. Company’s

indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Company shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's / County's negligent construction or maintenance of public infrastructure. City's / County's right to indemnification shall be contingent on City / County notifying Company promptly following receipt or notice of any claim; Company shall have sole control of any defense; City / County shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Company.

8. Insurance: Company shall provide City / County with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Company employs persons within the City / County, Workers' Compensation coverage of no less than the statutory requirement.
9. The parties acknowledge that Company may utilize independent business logistics providers to facilitate local operations. The parties further acknowledge that Company may perform any or all of the services contemplated hereunder, including the owning and/or operation of Stand-up electric scooters in City/County, through one or more of its wholly owned subsidiaries. Company's use of these logistics providers or performance through its wholly owned subsidiaries does not constitute a transfer or assignment of this Agreement, and Company remains responsible for all obligations and requirements under this Agreement.
10. Notices: All notices and communications to the City/County from Company shall be made in writing (includes electronic communications) and sent to the address below.
11. Either party may terminate this agreement upon thirty (30) days prior written notice if deemed reasonably necessary for public health and safety reasons or if the services or operations hereunder become operationally impracticable.
12. In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.
13. This agreement shall be governed by and construed in accordance with the laws of the State of [] .

City/County, State

Bird Rides, Inc.

Signed By:

Signature: _____

Print Name: _____

Title: _____

Signature: _____

Print Name: _____

Title: _____