

THIS LICENCE AGREEMENT MADE _____.

BETWEEN:

THE CITY OF EDMONTON
a municipal corporation
(the "City")

- and -

NAME OF LICENSEE
(the "Licensee")

WHEREAS:

- A. The Municipal Rights-of-Way are owned by and under the direction, control and management of the City;
- B. The Licensee owns and operates a business providing Active Transportation Vehicle Share services and wishes to operate within the Municipal Rights-of-Way for the purpose of providing such services;
- C. Pursuant to the Traffic Bylaw, the Licensee is required to obtain a permit from the City to operate within the Municipal Rights-of-Way;
- D. The City is willing to consent to the use and occupancy of the Municipal Rights-of-Way on the terms and conditions contained in this Agreement, provided that such use and occupancy will be in such a manner that it will not interfere with the City's use of the Municipal Rights-of-Way, the City's utility service requirements, the City's maintenance requirements or any rights or privileges conferred by the City to other persons not a party to this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the payment of fees by the Licensee to the City, in accordance with this Agreement, and of other good and valuable consideration, the parties hereto agree as follows:

1.00 DEFINITIONS

1.01 For the purposes of construing this Agreement, its recitals, its annexed schedules, and any other document or undertaking delivered in accordance with or in

furtherance of the purposes of this Agreement, unless there is something in the subject matter or content inconsistent therewith, the following definitions shall apply:

- (a) **“Active Transportation Vehicle Share”** means a network or system of Vehicles placed in the public right-of-way for rent in short time increments, that provides increased mobility options over short distances in urban areas;
- (b) **“Agreement”** and the words **“herein”**, **“hereto”**, **“hereunder”**, and similar expressions mean and refer to this Agreement, the attached schedules, and all amendments hereto;
- (c) **“Bicycle”** has the meaning ascribed to it in the Traffic Bylaw.
- (d) **“Business Day”** means days other than Saturdays, Sundays and statutory holidays observed in the Province of Alberta.
- (e) **“E-bike”** has the meaning ascribed to it in the Traffic Bylaw.
- (f) **“E-scooter”** has the meaning ascribed to it in the Traffic Bylaw.
- (g) **“Emergency”** means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the City and/or the Licensee;
- (h) **“Fleet Size”** means the total number of Vehicles owned by the Licensee and operated pursuant to this Agreement.
- (i) **“Hazardous Substance”** means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law);
- (j) **“Laws”** means collectively all valid applicable common law, federal, provincial, municipal and other local laws in force (including of regulatory bodies), including but not limited to statutes, regulations, by-laws, orders, codes, rules, ordinances, policies, guidelines, directives, interpretations, licences, exemptions, approvals and permits of or issued by any governmental agency, authority, commission or such similar body exercising judicial or quasi-judicial functions having jurisdiction;
- (k) **“Municipal Rights-of-Way”** or **“MROW”** means the Parkland, highways, roads, streets, road allowances, lanes, boulevards, bridges, alleys, or public spaces within the city of Edmonton and owned by or under the direction, control, and management of the City.

The MROW shall specifically exclude:

- (i) land for which a Certificate of Title is registered in the Land Titles Office in the name of the City, except for Parkland which a Certificate of Title is registered in the Land Titles Office in the name of the City; and
- (ii) road rights-of-way that are under the direction, control, and management of the Province of Alberta.

(l) **"Parkland"** means title City owned land zoned A, AP or US under the City's Zoning Bylaw 12800, as amended.

(m) **"Security Deposit"** shall have the meaning ascribed to it in Clause 17.01.

(n) **"Term"** shall have the meaning ascribed to it in Clause 3.01.

(o) **"Traffic Bylaw"** means City of Edmonton Bylaw 5590-Traffic Bylaw, as amended.

(p) **"User"** means a person renting the Vehicles.

(q) **"Vehicle" or "Vehicles"** means Bicycle(s), E-bike(s) and E-scooter(s) leased or owned by the Licensee and operated pursuant to this Agreement.

(r) **"Work"** means any work related to the provision of Active Transportation Vehicle Share services performed by the Licensee, or on its behalf, within MROW.

2.00 GRANT OF ACCESS

2.01 Subject to Laws and the terms and conditions of this Agreement, the City hereby grants to the Licensee the non-exclusive right and licence to use and occupy the MROW, for the purpose of conducting the Work except as the same may conflict with the requirements of the City from time to time.

2.02 This Agreement constitutes a "permit" for the purposes of the Traffic Bylaw.

2.03 The grant of rights to the Licensee pursuant to this Agreement shall not restrict the City's right to:

- (a) use the MROW for any purpose, at no cost to the City; or
- (b) allow any person not a party to this Agreement to use the MROW for any purpose.

2.04 The use or occupation of MROW pursuant to this Agreement shall not create or vest in the Licensee any ownership or property rights in the MROW or any portion thereof, and the Licensee shall not register its interest under this Agreement as such, nor does such use and occupation permit the Licensee to authorize any person to use

or occupy any Municipal Rights-of-Way for any purpose except in accordance with this Agreement.

2.05 The City, and all persons authorized by the City, shall have access to the MROW at all times. The City may perform any work or repairs which it deems necessary without any prior notice to the Licensee including, without limitation, work or repair with respect to utilities, highways or sidewalks.

2.06 Placement of the Vehicles in the MROW shall not create or vest in the City any ownership or property rights in the Vehicles.

2.07 All costs and expenses associated with the Work or any other activity on the MROW will be borne by the Licensee.

2.08 The Licensee shall not:

- (a) construct, excavate, drill or alter the MROW;
- (b) place any structure within the MROW;
- (c) conduct or permit activities on the MROW deemed objectionable to the City.

3.00 TERM

3.01 This Agreement shall commence on **[DATE]** and shall terminate on **December 31, 2019**, unless otherwise terminated in accordance with Article 14.00 of this Agreement.

3.02 The Licensee may elect to renew the Term for an additional one (1) year term commencing on the day immediately following the expiry of the Term (the "Renewal Term"). The Licensee shall give written notice of such election to renew at least forty-five (45) days prior to the expiry of the Term.

3.03 Notwithstanding the expiry or early termination of the Agreement, the Licensee shall continue to be liable to the City for all payments due and obligations incurred under the Agreement prior to the date of expiry or termination.

4.00 FEES AND PAYMENT

4.01 The Licensee covenants and agrees to pay to the City:

- (a) the fees and charges set out in Schedule "A"- Fees of this Agreement and in accordance with the terms and conditions set out in Schedule "A"- Fees; and
- (b) all of the usual permit fees and other fees associated with the permits and/or City services the Licensee requires or requests in connection with its

Work.

4.02 For greater certainty, any fees paid by the Licensee pursuant to this Agreement are not in lieu of taxes (including, without limiting the generality of the foregoing, business, property and linear property taxes) or local improvement charges payable to the City, and the Licensee shall pay to the City all taxes lawfully assessable under the taxing authority of the City.

4.03 Any amounts payable hereunder by the Company to the City, which remain unpaid for forty-five (45) days after the day on which the same becomes due and are not subject to a bona fide dispute by the Company, shall bear interest, starting on the forty-sixth (46th) day, at the rate of one and one half percent (1.5%) per month (nineteen and fifty-six hundredths of a percent (19.56%) per annum) until paid but this stipulation for interest shall not prejudice or affect any other remedies available to the City by Law or by the terms of this Agreement.

5.00 VEHICLE SPECIFICATIONS, EQUIPMENT AND MAINTENANCE

5.01 The Licensee shall ensure that the Vehicle equipment complies with the Laws.

5.02 Without limiting the generality of Clause 5.01 the Licensee shall ensure that the Vehicle equipment meets the requirements of the Traffic Bylaw and the *Vehicle Equipment Regulation*, A.R. 122/2009 and any supplementary requirements outside of such legislation issued by the Province of Alberta.

5.03 The Licensee shall keep all Vehicles in safe and operable condition.

5.04 The Licensee shall ensure that all Vehicles are equipped with the following:

- (a) GPS tracker;
- (b) a kickstand;
- (c) solid tires or, if operating between November 1 through to March 30, solid all-weather tires; and
- (d) permit expiry sticker issued by the City to the Licensee when the Vehicle is initially deployed.

5.05 The Licensee shall ensure that all Vehicles are equipped with a label or labels containing the following information:

- (a) Licensee name;

- (b) Licensee telephone number for issue handling; and
- (c) Vehicle identification number.

5.06 The Licensee shall ensure that all E-scooters meet the following specifications:

- (a) Minimum wheel size of 8 inches;
- (b) Frame that sustains the weight of 115 kg; and
- (c) Maximum speed of 20 km / h.

6.00 VEHICLE OPERATIONS

6.01 The Licensee shall ensure that all Users acknowledge awareness of the requirements surrounding safe and lawful operation of Vehicles pursuant to the Laws including, without limitation, the Traffic Bylaw, the *Traffic Safety Act*, R.S.A.2000, C. T-6, and any supplementary requirements outside of such legislation issued by the Province of Alberta prior to use of any Vehicles.

6.02 The Licensee shall ensure that the areas identified in Schedule “B”- No Parking and No Riding Zones are geo-fenced such that in-app communication by text or in-app alert or by decelerating and ultimately stopping the Vehicle is provided to the User alerting them that the Vehicle is being ridden in a specific non-permitted area.

6.03 The Licensee shall geo-fence no riding zones and any other areas as requested by the City. The Licensee shall inform its users on how to operate within such areas. The Licensee shall mark all geo-fenced areas on its app and shall ensure that its app is updated within 5 Business Days of any change requested by the City.

7.00 VEHICLE PARKING

7.01 The Licensee shall comply with the parking requirements in Schedule “C”- Vehicle Parking Requirements and the Laws.

7.02 The Licensee shall ensure that all Users acknowledge the parking requirements in Schedule “C”- Vehicle Parking Requirements prior to use of any Vehicles.

7.03 The Licensee shall ensure that the areas identified in Schedule “B”- No Parking and No Riding Zones are geo-fenced such that such that in-app communication by text or in-app alert or by decelerating and ultimately stopping the Vehicle is provided to the User alerting them that the Vehicle is being parked in a specific non-permitted

area.

7.04 The Licensee shall geo-fence designated parking and no parking zones and any other areas as requested by the City. The Licensee shall inform its users on how to operate within such areas. The Licensee shall mark all geo-fenced areas on its app and shall ensure that its app is updated within 5 Business Days of any change requested by the City

7.05 This Agreement does not authorize the parking of any Vehicle on property other than MROW, and City-owned transit centres, community facilities and recreation facilities.

7.06 The City reserves the right to prohibit parking of Vehicles at its discretion.

8.00 VEHICLE FLEET SIZE

8.01 The Licensee shall have a minimum Fleet Size of 250 Vehicles at the time of application for this Agreement.

8.02 The City reserves the right to:

- (a) Set or adjust a maximum Fleet Size;
- (b) Set or adjust a minimum Fleet Size; and
- (c) Approve or disapprove a request for change in Fleet Size.

8.03 Should the Licensee require a change in Fleet Size greater than or equal to 100 Vehicles (including changing the minimum Fleet Size to zero on a seasonal basis), the Licensee may request from the City such changes in Fleet Size on a quarterly basis in advance as follows:

- (a) **Quarter 1 (January 1 to March 31):** The Licensee shall submit a Fleet Size update application to the City for Quarter 1 by December 10 in each year of the Term;
- (b) **Quarter 2 (April 1 to June 30):** The Licensee shall submit a Fleet Size update application to the City for Quarter 2 by March 10 in each year of the Term; and
- (c) **Quarter 3 (July 1 to September 30):** The Licensee shall submit a Fleet Size update application to the City for Quarter 3 by June 10 in each year of the Term.
- (d) **Quarter 4 (October 1 to December 31):** The Licensee shall submit

a Fleet Size update application to the City for Quarter 4 by September 10 in each year of the Term.

8.04 The Licensee shall pay the fees and charges associated with Fleet Size set out in Schedule "A" of this Agreement and in accordance with the terms and conditions set out in Schedule "A".

9.00 ISSUE MANAGEMENT

9.01 The City will notify the Licensee of any matters relating to the use of the MROW or the use or operation of the Vehicles or any other nuisance that must be addressed by the Licensee. Without limiting the generality of the foregoing, the following are nuisances for the purposes of this Agreement:

- (a) Permitting a Vehicle to remain parked in one location for more than 72 hours;
- (b) Permitting a Vehicle to remain improperly parked;
- (c) Permitting a Vehicle to be locked to anything other than a City bicycle rack; and
- (d) Failure to remove a Vehicle in accordance with Article 11.00 or Article 14.00.

9.02 In the event of notification pursuant to Clause 9.01, the Licensee shall address issues identified by the City within the following timelines:

- (a) Within four (4) hours of receipt of a notice;
- (b) Notices received after 4pm MST shall be deemed to have been received at 8am the next day.

9.03 In the event that the Licensee fails to address the issue or nuisance in accordance with the timelines in Clause 9.02 the City may, without notice, rectify the issue and deduct the cost of City work activities associated with such rectification from the Security Deposit on a cost recovery basis. If the cost of rectification exceeds the Security Deposit, the City may invoice the Licensee for its costs incurred in such rectification.

10.00 CONDITION OF MUNICIPAL RIGHTS-OF-WAY

10.01 Notwithstanding any other provision contained in this Agreement, it is expressly understood and agreed to by the Licensee that there are no agreements, conditions, warranties or representations relating to the MROW. The Licensee further agrees that the City does not give any warranty as to the quality, condition or sufficiency of the MROW for any use or purpose, or as to the presence or absence of Hazardous Substances on or under the MROW and the MROW is used by the Licensee at its own risk with all faults and imperfections whatsoever and on a strictly "as is, where is" basis.

10.02 The Licensee shall remediate all environmental liabilities, for which it is legally responsible, relating to the use of the MROW by the Licensee and liability for clean-up of any Hazardous Substances on the MROW which result from the use, activities or operations of the Licensee in, on or about the MROW or which result from any products or goods brought upon the MROW by the Licensee.

10.03 The Licensee shall immediately notify the City of any Hazardous Substances which the Licensee discovers on the MROW.

10.04 The Licensee shall fully disclose to the City any test results which identify the presence of Hazardous Substances in either the soil or groundwater on the MROW.

10.05 The Licensee shall, at its sole cost and expense, maintain to the satisfaction of the City, all Vehicles on MROW in a safe, clean and sanitary condition and in good and substantial repair. Additionally, the Licensee shall be responsible for, at its sole cost and expense, remedying any unsafe, unclean or unsanitary condition of the MROW to the extent that such condition is caused by the Work in the MROW.

11.00 EMERGENCY AND OTHER EVENTS

11.01 In the event of an Emergency or a significant weather event, the City reserves the right to request that the Licensee collect and secure all or a portion of the Vehicles in order to ensure that the City's access and response to the situation is not impeded for the duration of the Emergency or event. The Licensee shall remove the Vehicles as soon as possible.

11.02 Notwithstanding the provisions of Clause 11.01 herein, in the event of an Emergency or a significant weather event, the City may take any measures deemed necessary to alleviate the Emergency or prepare for or respond to the significant weather event as the City shall determine, and the Licensee shall reimburse the City for all expenses thereby incurred as a result of the operations of the Licensee, or the failure of the Licensee to comply with Clause 11.01 herein. If The Licensee does not pay for such expenses within 30 days, the City may, without notice, deduct such expenses from the Security Deposit.

11.03 The City reserves the right to request that the Licensee move all or a portion of the Vehicles from an impacted area for the purpose of coordinating or managing any major events, activities or construction projects, including the restriction of any Work during certain time periods. The City shall use its best efforts to provide to the Licensee 5 Business Days' notice of such major event, activity or construction project. The Licensee shall move the Vehicles from the impacted area and geo-fence the impacted area at least 24 hours prior to the commencement of such major event, activity or construction project.

12.00 INDEMNIFICATION

12.01 The City will not be responsible in any way for any injury to any person or for any loss or damage, however caused, to any property belonging to the Licensee or its servants, employees, agents, invitees or licensees while such person or property is on or about the MROW. In no event will the City be liable to the Licensee for any indirect or consequential damage or loss howsoever or whensoever caused including, without limitation, loss of profits or revenue, whether or not they would otherwise be considered an indirect or consequential loss.

12.02 The Licensee shall:

- (a) be liable to the City for, and
- (b) indemnify and save harmless the City, its servants, agents and employees from and against; any and all losses, liabilities, claims, suits, actions, demands, expenses, damages and costs (and without limiting the generality of the foregoing, including solicitor and client costs) which may be brought or made against the City or which the City may pay or incur and which arise out of or in connection with:
 - (i) any of the rights, licences or privileges granted to the Licensee pursuant to this Agreement, including the Work;
 - (ii) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement to be fulfilled, kept, observed or performed by the Licensee;
 - (iii) any damage to any property or injury to a person or persons, including death resulting at any time therefrom, occasioned by the use of the MROW by the Licensee, its Users, servants, agents, employees or licensees;
 - (iv) any damage to any property or injury to a person or persons, including death resulting at any time therefrom, arising from the escape, discharge or release of any Hazardous Substances, occasioned by the use of the MROW by the Licensee, its Users, servants, agents, employees or licensees;

excepting such losses, liabilities, claims, suits, actions, demands, expenses, damages and costs arising from the negligence of the City, its servants, agents or employees.

12.03 In the event that any action, suit, claim or demand is brought or made against the City, its employees or agents arising out of or in connection in any way with the Work (the "Claim"), the City will give notice in writing of the Claim to the Licensee and the Licensee shall have the option of contesting or resolving the Claim on behalf of the City.

- 12.04 If the Licensee elects to contest or resolve the Claim on behalf of the City, the Licensee will give the City notice of the Licensee's election within seven calendar days of the City's notice. The Licensee shall then bear all costs in relation to contesting or compromising the Claim on behalf of the City including any costs that the City incurred or may incur in relation to the Claim. On conclusion of the Claim, by legal proceeding or otherwise, the Licensee shall pay any judgment or order as against the City, its employees and agents or any settlement entered into on behalf of the City, its employees and agents.
- 12.05 In the event that the Licensee does not elect within seven calendar days of the City's notice or the Licensee elects not to contest or resolve the Claim on behalf of the City, the City, at the City's sole discretion, may compromise the Claim on such terms as the City shall deem as reasonable, and the Licensee shall pay to the City immediately upon demand by the City any sums or costs paid or incurred by the City in relation to the Claim.
- 12.06 Without restricting the generality of the foregoing, for the purposes of this Article 12.00, costs shall include, but are not limited to, party-party costs, solicitor-client costs, and solicitor and his/her own client costs, whether the City retains in house or external legal counsel.
- 12.07 The obligations of the Licensee under this Article 12.00 shall not extend to the liability of the City, its employees or agents where such liability arises from the act or omission of the City, its employees or agents and where the Licensee, by the exercise of reasonable diligence, could not have prevented such a course of action from arising. In the event that the Licensee intends to rely on the foregoing sentence, within seven calendar days of the City's notice of the Claim, the Licensee must provide to the City detailed particulars of the acts or omissions on the part of the City, its employees and agents that the Licensee alleges as excluding the Licensee's indemnification of the City. The Licensee must also give particulars of the Licensee's diligence in relation to the alleged acts or omissions by the City or any of its employees or agents. In the event that the Licensee fails or declines to provide the City with the particulars specified above, the Licensee will be deemed to have admitted that the City bears no liability in relation to the Claim. In such circumstances, the City, at the City's sole discretion, may compromise the Claim on such terms as the City shall deem as reasonable, and the Licensee shall pay to the City immediately upon demand by the City any sums or costs paid or incurred by the City in relation to the Claim. In the event that the Licensee provides the particulars specified above but the City disputes that those particulars operate to exclude the Licensee's indemnification of the City, any dispute over the Licensee's indemnification of the City as between the

Licensee and the City shall be resolved in accordance with the Disputes process set out in this Agreement.

12.08 This Article 12.00 shall survive the termination of this Agreement.

13.00 INSURANCE

13.01 Throughout the Term of this Agreement, the Licensee shall maintain in full force and effect, at its own expense, in a form that is satisfactory to the City and with insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta, the following insurance policies:

- (a) General Liability insurance in an amount not less than Ten Million Dollars (\$10,000,000.00), inclusive limit for any one occurrence for bodily injury (including death) and/or property damage. Such policy must include the following:
 - (i) Blanket Contractual Liability coverage;
 - (ii) Non-Owned Automobiles;
 - (iii) Products & Completed Operations;
 - (iv) Cross Liability;
 - (ix) Contingent Employers Liability;
 - (xii) City as an Additional Insured; and
 - (xiv) No participant's exclusionary clause;
- (b) Standard Owned Automobile Liability coverage in an amount not less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and/or property damage, as applicable.
- (c) The Licensee will maintain professional liability insurance covering actual or alleged acts, errors or omissions committed by the Licensee, its agents, subcontractors, or employees in an amount not less than TWO MILLION DOLLARS (\$2,000,000) CAD inclusive limit for any one occurrence. The policy shall include coverage for network security and privacy liability risks (such as data breaches, unauthorized access/use, ID theft, privacy violations, degradations, and downtime), failure to protect confidential information from disclosure, personal injury, and infringement of intellectual property, including copyrights and trademarks, defense of any regulatory action involving a breach of privacy and notification costs, whether or not required by statute; and
- (d) Property insurance on an "All Risks" basis for the full replacement cost of all property used by the Licensee in performing their obligations under this Agreement.

13.02 The insurance coverage policies in this Article 13.00 shall be endorsed to provide the City with thirty (30) days prior written notice of cancellation or material

change, and must be in a form acceptable to the City's Director, Insurance and Claims Management. Evidence of such policies must be submitted to the City, prior to commencement of the Work, on the Certificate of Insurance and endorsement forms provided to the Licensee by the City and shall be duly completed by the Licensee's broker and/or insurer. The Licensee's broker must promptly supply a certified copy of the policies if requested by the City.

13.03 Upon request by the City, the Licensee shall provide additional insurance if this is deemed necessary due to changing conditions.

13.04 The Licensee shall be responsible for the payment of all deductibles and uninsured losses. The types and amounts of insurance shall not limit the Licensee's obligations under this Agreement.

13.05 The Licensee hereby acknowledges that breach of any requirement under this Article 13.00, will be considered a fundamental breach of this Agreement, and the City may exercise any and all remedies available in the event of default by the Licensee.

14.00 TERMINATION

14.01 Either party will have the right to terminate this Agreement upon giving thirty (30) days prior written notice to the other party, and the City will not be liable to the Licensee for any damage or loss as a consequence of such termination.

14.02 Upon termination of this Agreement for any reason:

- (a) the Licensee shall, unless otherwise directed in writing by the City, remove all Vehicles from the MROW. If the Licensee fails to remove the Vehicles, the City may, at its option, cause the same to be done and recover the cost from the Licensee; and
- (b) the Licensee agrees that the insurance policy referred to in Article 13.00 shall remain in full force and effect until all the Licensee's Vehicles, property, structures, and improvements are removed and the MROW is restored to a grassed area to the satisfaction of the City.

This clause shall survive the termination of this Agreement.

15.00 FAILURE TO PERFORM

15.01 If the Licensee defaults in the performance of any of its obligations under this Agreement, the City may give the Licensee written notice of such default whereupon the Licensee shall have seven (7) business days to rectify the default or commence rectification to the satisfaction of the City, failing which the City may remedy the default and charge the cost thereof to the Licensee and take any other remedies permitted by Laws. In addition, the City may terminate this Agreement without further notice to the

Licensee.

16.00 COMPLIANCE WITH LAWS

16.01 The Licensee shall procure and maintain at the cost and expense of the Licensee, such corporate registrations, licences, permits or approvals, from federal, provincial, municipal or other government authorities as may be necessary to enable the Licensee to conduct its business or carry out its activities in accordance with this Agreement. The Licensee shall operate its business and shall carry on and conduct all activities pursuant to this Agreement in compliance with all federal, provincial and municipal laws, ordinances, rules, regulations, bylaws and codes.

17.00 SECURITY DEPOSIT

17.01 To ensure compliance with the terms and conditions of this Agreement the Licensee shall provide the City an irrevocable Security Deposit in the amount of \$10,000 upon execution of this Agreement and prior to conducting any Work and keep the Security Deposit in good standing throughout the Term.

17.02 In addition to situations specifically identified in other provisions of this Agreement as being circumstances in which the City may draw upon the Security Deposit, the City may deduct from the Security Deposit any administrative costs and fees related to:

- (a) the removal of any Vehicle by the City pursuant to this Agreement;
- and
- (b) damage to City property caused by the Work or any Vehicle;

or if the Licensee defaults on any of their obligations under this Agreement, including without limitation:

- a) the obligation of the Licensee to repair damages to MROW;
- and
- (b) the obligation to pay all taxes in accordance with Clause 4.02 and Schedule "A" Clause 1.04.

17.03 If the proceeds of the Security Deposit are not sufficient to cover the costs set out in Clause 17.02, the Licensee shall pay any shortfall to the City within thirty (30) days upon being invoiced therefor.

17.04 The City may request that the Licensee top-up the Security Deposit to \$10,000 in the following circumstances:

- (a) the balance of the Security Deposit falls below \$5,000; or
- (b) upon renewal of this Agreement, if applicable, provided the Security

Deposit balance is less than \$10,000;

17.05 The Licensee shall top-up the Security Deposit in accordance with Clause 17.04 within 30 days of receipt of notice from the City, failing which the City may terminate this Agreement without further notice.

17.06 No interest will accrue in favour of the Licensee on the Security Deposit.

17.07 The City shall provide to the Licensee an accounting indicating how the proceeds of the Security Deposit were used within sixty (60) days of such use. Notwithstanding Clause 17.01, upon termination or expiration of this Agreement, the City shall pay to the Licensee any funds left remaining from the Security Deposit.

18.00 DATA REPORTING, PRIVACY AND OTHER REQUIREMENTS

18.01 The Licensee shall comply with the requirements in Schedule "D"- Data Reporting, Privacy and Other User Requirements.

18.02 The Licensee must provide three (3) free membership accounts to the City for vehicle testing, review of compliance with conditions set out in this Agreement and program management purposes, including trip rental.

19.00 NOTICE

19.01 Any notices under this Agreement given to the parties hereunder shall be conclusively deemed to be sufficiently given if personally delivered, sent by prepaid registered mail addressed as follows, transmitted by fax to the number of the party to whom it is intended, or delivered by email addressed as follows:

(a) to the City at:

Supervisor, Right-of-Way and Parkland Management,
Parks and Roads Services
City Operations, City of Edmonton
16th Floor, Century Place, 9803 102 A Avenue
Edmonton, Alberta T5J 0J4
Fax: (780) 496-8985
Email: parksandroads@edmonton.ca

(b) to the Licensee at:

Name Of Licensee
Address
City, Province/State, Postal/ZipCode
Attention: xxxxxx
Fax:
Email: xxxxxx@xxxxx

Any notice made by mail will be deemed to have been given or served on the fifth (5th) day after it is deposited in any post office in Canada. Any notice given by fax, personal delivery, or email will be deemed to have been given on the first (1st) day following the day it is sent or delivered. A party may change its address for service at any time by notice in writing to the other party.

20.00 GENERAL

20.01 Nothing herein will be construed as in any way constituting this a partnership among or a joint venture by the parties hereto, or be construed to evidence the intention of the parties to constitute such a relationship. Neither party will hold itself out contrary to the terms of this clause by advertising or otherwise, nor become liable or bound by any representation, act or omission whatsoever of the other party contrary to the provisions of this clause.

20.02 All contracts, whether of employment or otherwise, entered into by the Licensee with respect to this Agreement will be made by the Licensee as principal and not as agent of the City and the City will have no liability thereon.

20.03 This Agreement is the entire agreement between the parties with regard to the matters dealt with in it, and there are no understandings or agreements, representations, warranties, conditions or collateral terms, verbal or otherwise, existing between the parties except as expressly set out in this Agreement. The consideration stated herein is the sole consideration and inducement for the execution of this Agreement.

20.04 Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.

20.05 This Agreement will be construed and governed by the laws of the Province of Alberta.

20.06 All references will be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership. All reference to clause numbers means clauses within this Agreement.

20.07 The reference to any legislation in this Agreement will be deemed to include all amendments thereto and all regulations thereunder and all statutes, including all amendments thereto and regulations thereunder, that may be substituted for that legislation.

20.08 The failure of a party to insist upon the strict performance of any covenant, term or condition hereof, or to enforce any rights hereunder will not be construed as a waiver of such party's rights or remedies hereunder and the same will continue to be in full force and effect. A waiver of any default hereunder will not operate as a waiver of any subsequent default.

20.09 This Agreement will not be modified, varied or amended except by an instrument in writing signed by the parties hereto.

20.10 The rights granted to the Licensee under this Agreement constitute a licence only and shall not under any circumstances constitute a lease or other interest in land.

20.11 If two (2) or more persons are liable to the City under the terms of this Agreement, their obligations shall be both joint and several.

20.12 The Licensee shall not assign this Agreement.

20.13 The Licensee agrees that it shall, at its own cost and expense, procure and carry or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in or upon any work on or within the Licence area.

20.14 Use of the word "will," "shall" or "must" in this Agreement creates a mandatory obligation.

20.15 The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

20.16 Notwithstanding any other provision contained in this Agreement, it is expressly understood and agreed between the Licensee and the City that the City, in entering into this Agreement, is not doing so in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement will constitute the granting by the City of any approval or permit as may be required pursuant to the *Municipal Government Act*, R.S.A. 2000 c. M-26, the *Highways Development and Protection Act*, S.A. 2008 c. H-8.5 and any amendments thereto, and any other legislation in force in the Province of Alberta. The City, as far as it can legally do so, will only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the City, its municipal council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

20.17 For the purposes of construing this Agreement, its recitals, its annexed schedules, and any other document or undertaking delivered in accordance with or in furtherance of the purposes of this Agreement, "Agreement" and the words "herein",

“hereto”, “hereunder” and similar expressions mean or refer to this Agreement and every schedule, addendum and all amendments hereto.

20.18 This Agreement may be executed in any number of counterparts and may be delivered by fax or by portable document format (“pdf”) and each original, fax or PDF copy, when executed and delivered will be deemed to be an original and all of which taken together construe one instrument.

20.19 All sums contained in this Agreement are in Canadian dollars.

IN WITNESS WHEREOF, the parties hereto have duly executed this Licence.

THE CITY OF EDMONTON as
Represented by the Supervisor, Right-of-Way
and Parkland Management, Parks and Roads
Services, City Operations

APPROVED:

As to Content _____
City Operations
Parks and Roads Services

NAME OF LICENSEE

Per: _____

(Seal)

SCHEDULE "A"- FEES

1.01 The Licensee shall pay the following fees in the amounts and in the manner stipulated:

Fee Type		Amount	Payable/Stipulations
Application Fee		\$ 510	<ul style="list-style-type: none"> Charged and payable upon submission of application. Application Fee is non-refundable
Permit Issuance Fees	Annual Fee	\$ 11,500	<ul style="list-style-type: none"> Charged yearly in advance and payable upon execution of this Agreement or within 30 days of receipt of invoice in any renewal term. Annual Fee is refundable on a pro rata basis if Agreement is terminated by the City. Annual Fee is non-refundable if Agreement is terminated by the Licensee.
	Per Vehicle Fee/ Per Quarter	\$ 11	<ul style="list-style-type: none"> Per Vehicle Fee will be calculated and charged every quarter based on Fleet Size (Jan-Mar, Apr-Jun, July-Sep, Oct-Dec) and payable within 30 days of receipt of invoice. Per Vehicle Fee is refundable on a pro rata basis if Agreement is terminated by the City. Per Vehicle Fee is non-refundable if Agreement is terminated by the Licensee.
Fleet Size Update Application Fee		\$ 210	<ul style="list-style-type: none"> Application Fee is non-refundable.

1.02 Except where stated otherwise herein, the City reserves the right to adjust the fees on an annual basis.

1.03 Any refunds of fees pursuant to Clause 1.01 shall be paid by the City to the Licensee within 60 days of expiry or termination of this Agreement.

1.04 All charges and fees pursuant to this Schedule "A" shall be payable at the rates stated plus an amount identified as payment of the Goods and Services Tax (GST) on such amount as assessed, charged, and levied by the Government of Canada. The City's G.S.T. registrant's number is R119326270.

1.05 Sample Calculation:

Example 1

Licensee applies for a vehicle share permit; agreement approved on **1 January 2019**, the Fleet Size is **1000** vehicles:

At **agreement initiation** the Licensee must pay:

1. Application fee of **\$ 510** before GST (non-refundable).
2. A security deposit of **\$ 10,000**.
3. Agreement Issuance Fee of **\$ 22,500** before GST, calculated as below:
 - A. Fixed amount = **\$ 11,500** (Charged yearly)
 - B. Variable amount for **Q1** = \$ 11 x 1000 Vehicles = **\$11,000** (charged quarterly – based on fleet size)

Total **agreement issuance** fee to be paid for year 2019:

- At the agreement initiation: **\$ 22,500** (\$ 11,500 + \$ 11,000)
- On April 1st: **\$ 11,000** (\$ 11 x 1000 Vehicles)
- On July 1st: **\$ 11,000** (\$ 11 x 1000 Vehicles)
- On October 1st: **\$ 11,000** (\$ 11 x 1000 Vehicles)

Total year agreement issuance fee = \$ 11,500 + \$ 11,000 + \$ 11,000 + \$ 11,000 + \$ 11,000 = **\$ 55,500** before GST.

Example 2 - Fleet Size Update

Licensee applies for a vehicle share permit; agreement approved on **1 January 2019**, the initial Fleet Size is **500** vehicles, during the year the service provider requests Fleet Size update as below:

Q1 initial Fleet Size = **500** Vehicles

Q2 Fleet Size = **2000** Vehicles (increase of 1500 vehicles)*

Q3 Fleet Size = **2000** Vehicles (no change - same as Q2)

Q4 Fleet Size = **Zero** Vehicles (reduction of 2000 vehicles)*

*Fleet Size update application fee of **\$ 210** before GST applies for each Fleet Size update request.

At **agreement initiation** the Licensee must pay:

1. Application fee of **\$ 510** before GST (non-refundable).
2. A security deposit of **\$ 10,000**.
3. Agreement Issuance Fee of **\$ 17,000** before GST, calculated as below:
 - A. Fixed amount = **\$ 11,500** (Charged yearly)
 - B. Variable amount for **Q1** = \$ 11 x 500 Vehicles = **\$5,500** (charged quarterly – based on Fleet Size)

Total **agreement issuance fee** to be paid for year 2019:

- **Q1** At the agreement initiation: **\$ 17,000** (\$ 11,500 + \$5,500)
- **Q2** On April 1st: **\$ 22,000** (\$ 11 x 2000 Vehicles)
- **Q3** On July 1st: **\$ 22,000** (\$ 11 x 2000 Vehicles)
- **Q4** On October 1st: **Zero** (\$ 11 x Zero Vehicles)

Total year agreement issuance fee = \$ 11,500 + \$5,500 + \$ 22,000 + \$ 22,000 + Zero = **\$ 61,000** before GST.

Example 3 - Issuance Fee Proration and Fleet Size Update

Licensee applies for a vehicle share permit; agreement approved on **15 February 2019**, the initial fleet size is **800** vehicles, during the year the Licensee requests Fleet Size update as below:

Q1 initial Fleet Size = **800**

Q2 Fleet Size = **1500** vehicles (increase of 700 Vehicles)*

Q3 Fleet Size = **2500** (increase of 1000 Vehicles)*

Q4 Fleet Size= **Zero** (reduction of 2500 Vehicles)*

*Fleet Size update application fee of **\$ 210** before GST applies for each Fleet Size update request.

At **agreement initiation** the Licensee must pay:

1. Application fee of **\$ 510** before GST (non-refundable).
 2. A security deposit of **\$ 10,000**.
 3. Agreement Issuance Fee of **\$ 14,482** before GST, calculated as below:
 - A. Fixed amount = **\$ 10,082** (Prorated amount based on number of days = \$ 11,500 x (320 days / 365 days) for the first year)
 - B. Variable Amount for **Q1** = **\$ 4,400** (Prorated amount based on quarter number of days = \$ 11 x 800 Vehicles x (45 days / 90 days) charged quarterly – based on Fleet Size)
-

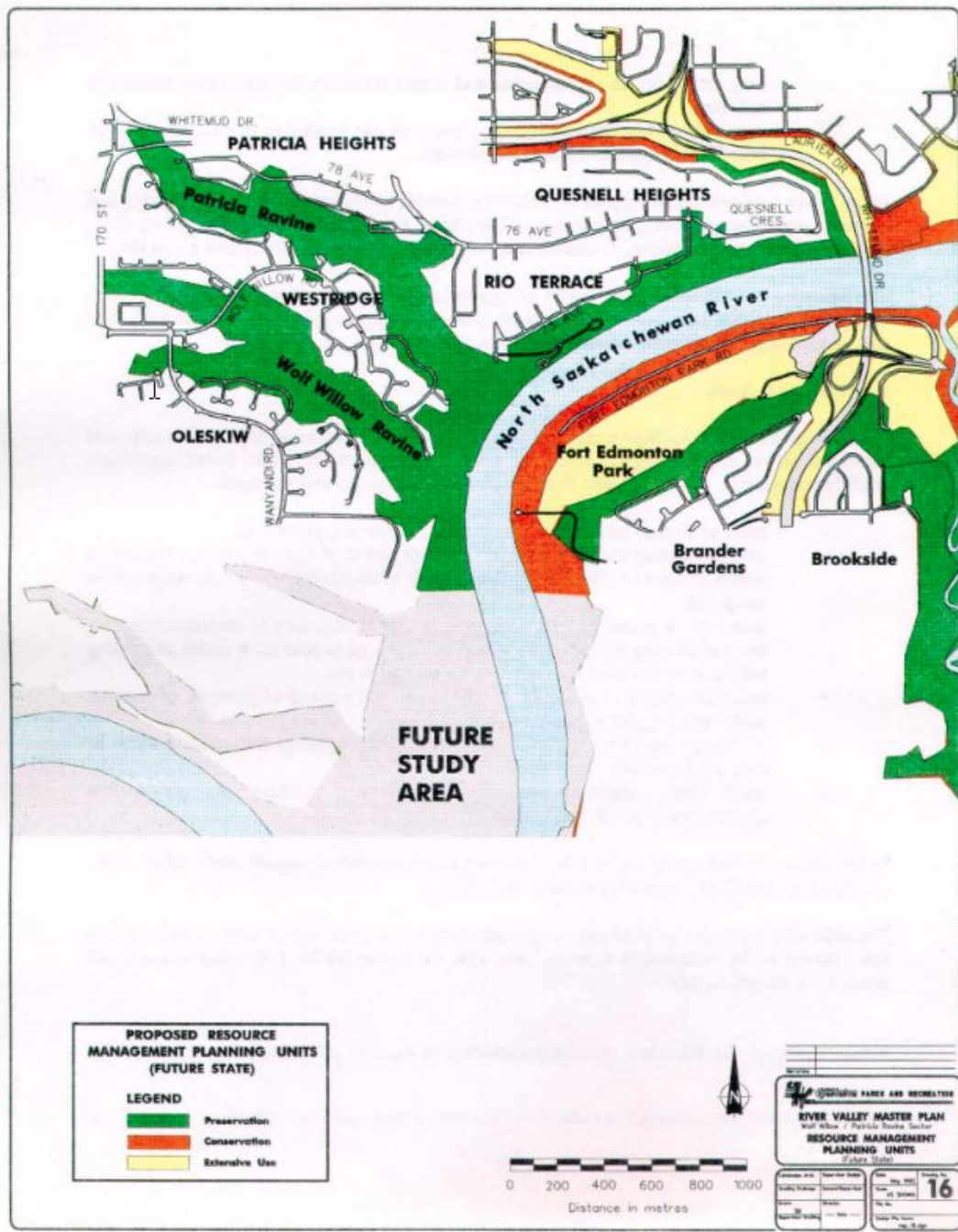
Total **agreement issuance fee** to be paid for year 2019:

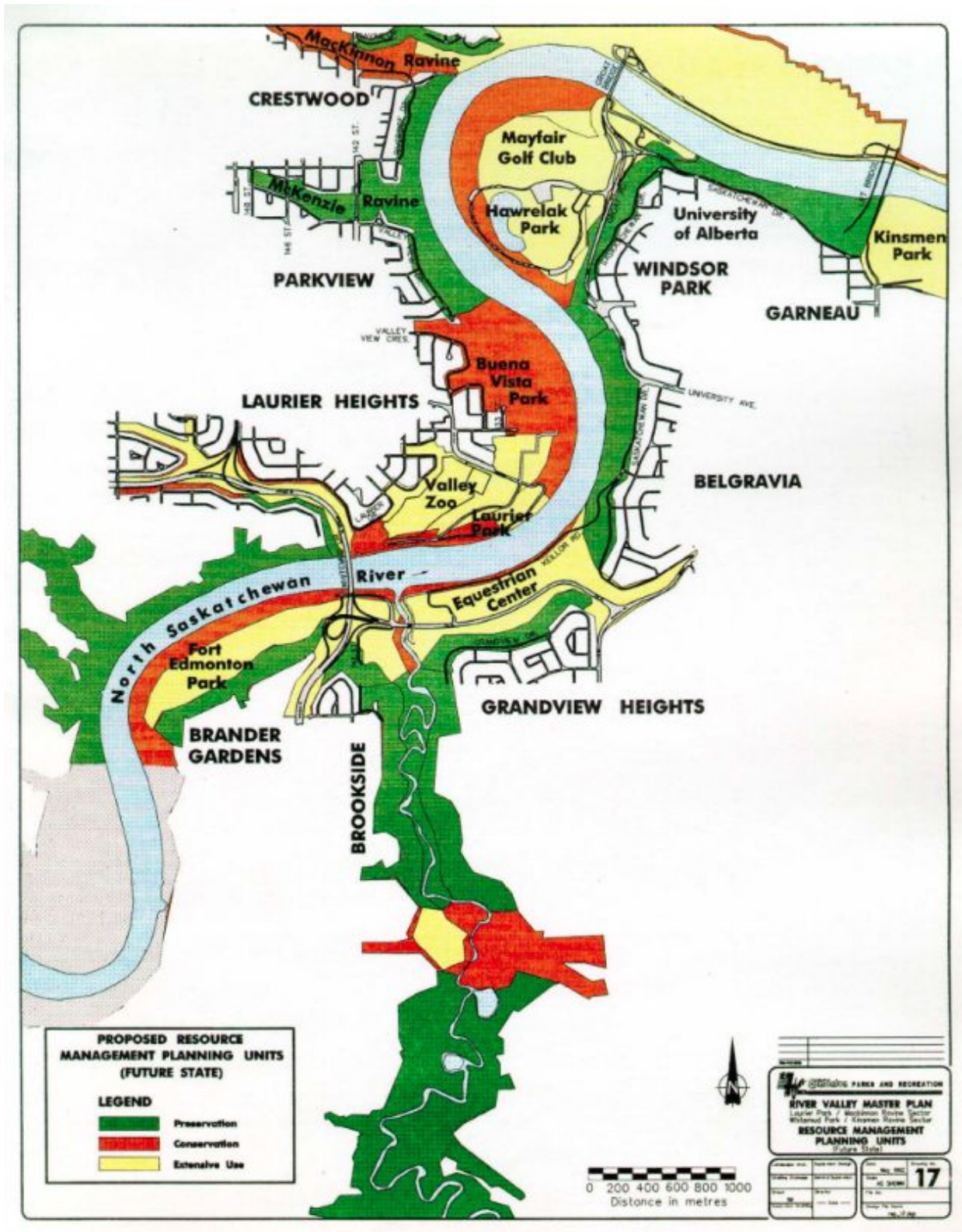
- **Q1** At the agreement initiation: **\$ 14,482** (\$ 10,082 + \$4,400)
- **Q2** On April 1st: **\$ 16,500** (\$ 11 x 1500 Vehicles)
- **Q3** On July 1st: **\$ 27,500** (\$ 11 x 2500 Vehicles)
- **Q4** On October 1st: **Zero** (\$ 11 x Zero Vehicles)

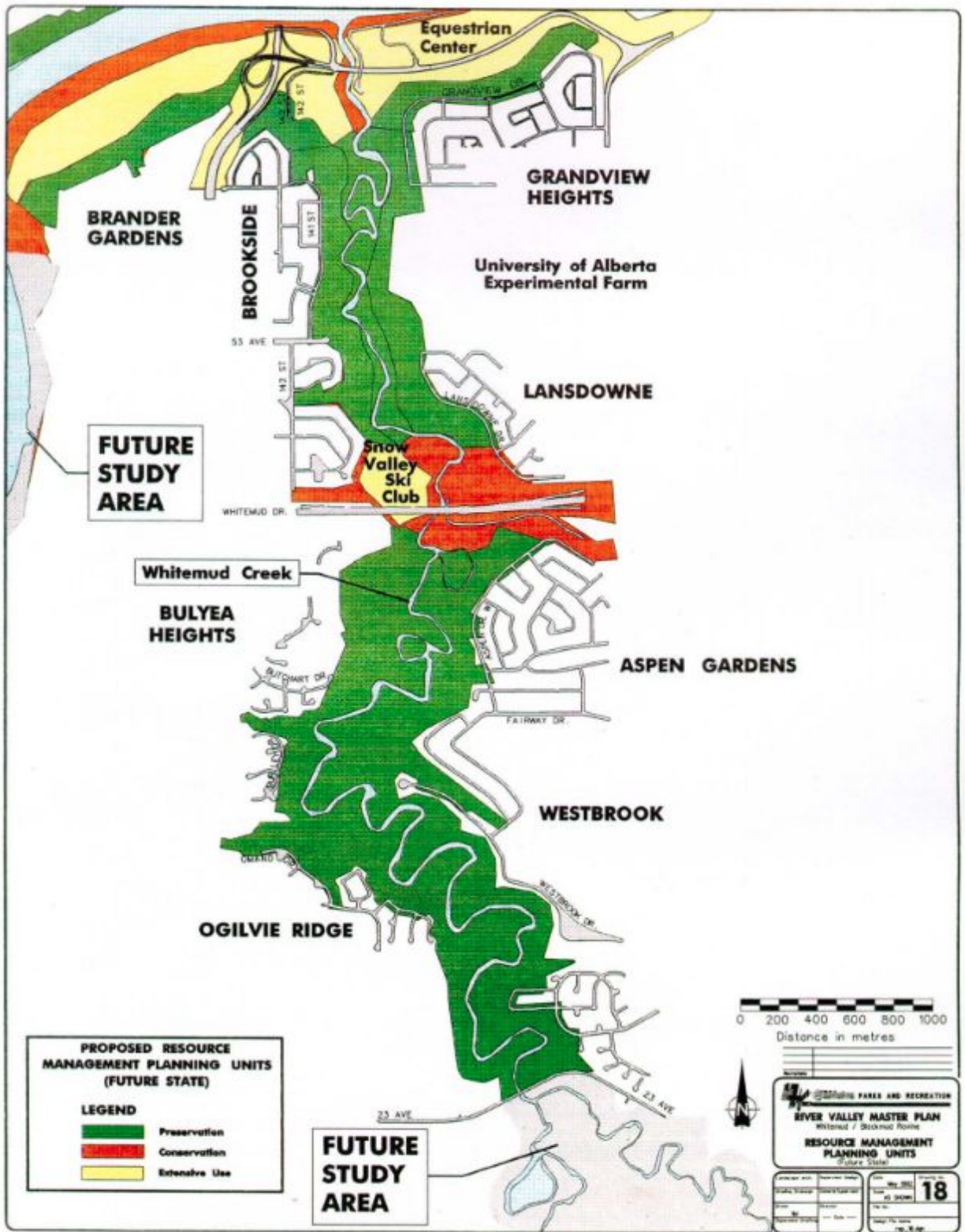
Total year agreement issuance fee for first year = \$ 10,082 + \$ 4,400+ \$ 16,500 + \$ 27,500 + Zero = **\$ 58,482** before GST.

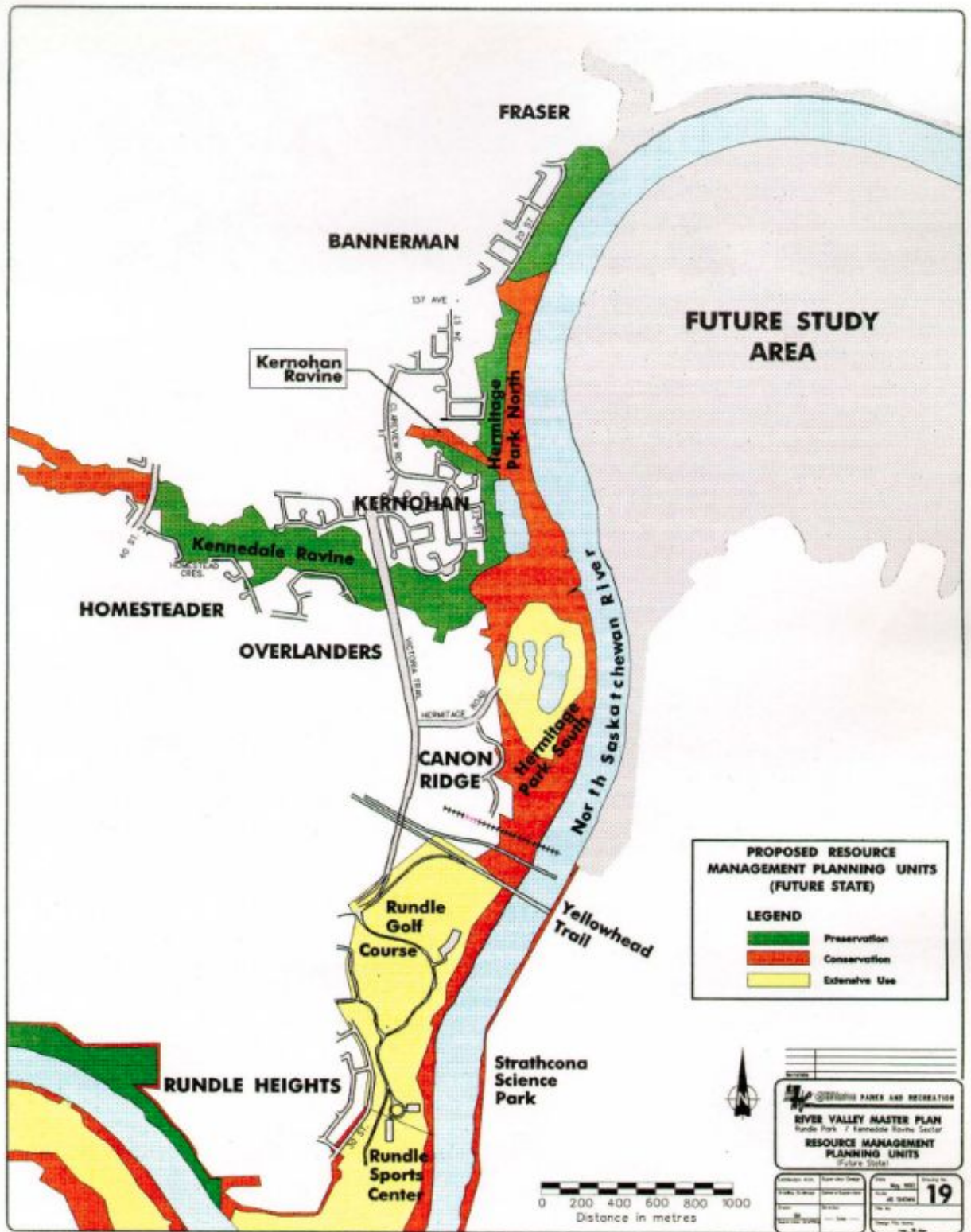
SCHEDULE "B" NO PARKING and NO RIDING ZONES

1.01 Parkland preservation areas highlighted in green below shall be geo-fenced as no parking and no riding zones. The following depicts such zones:





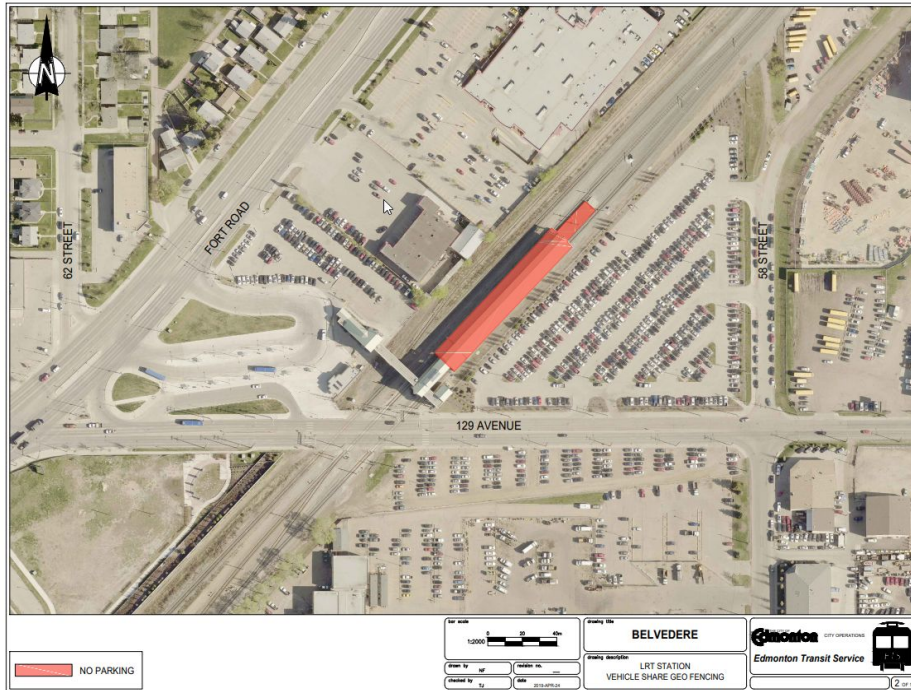


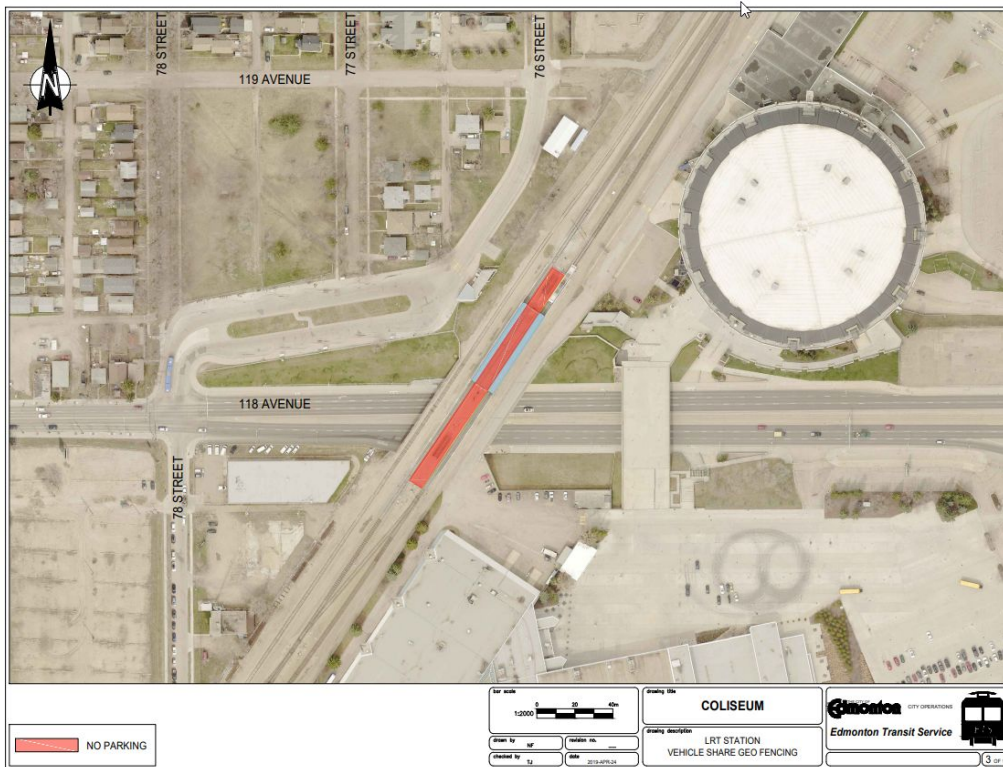
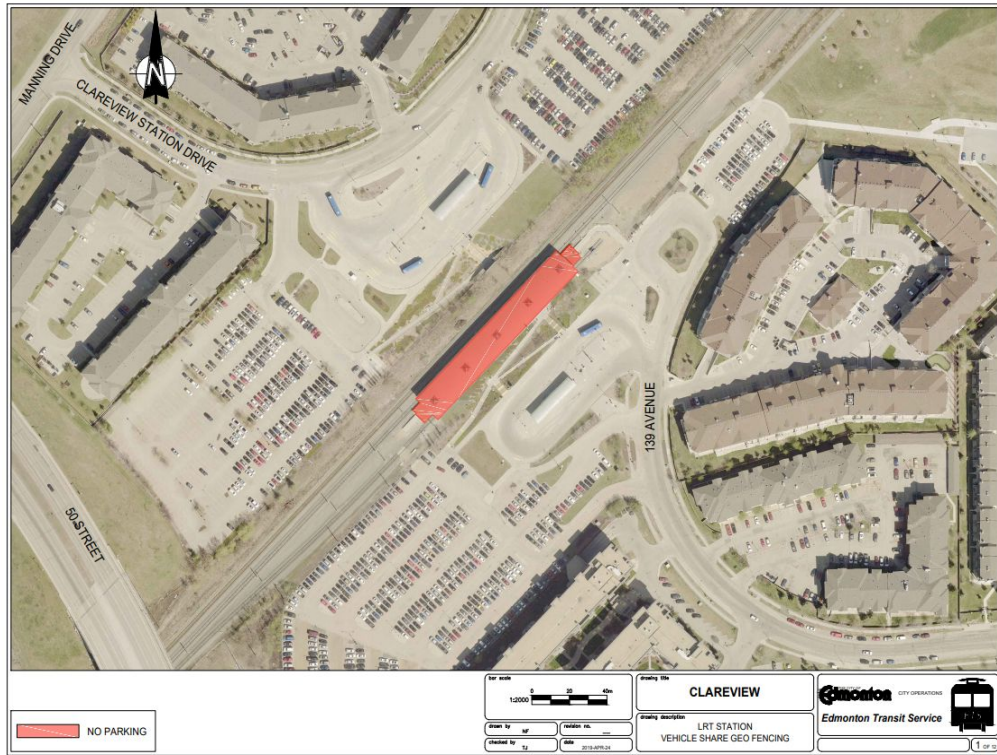


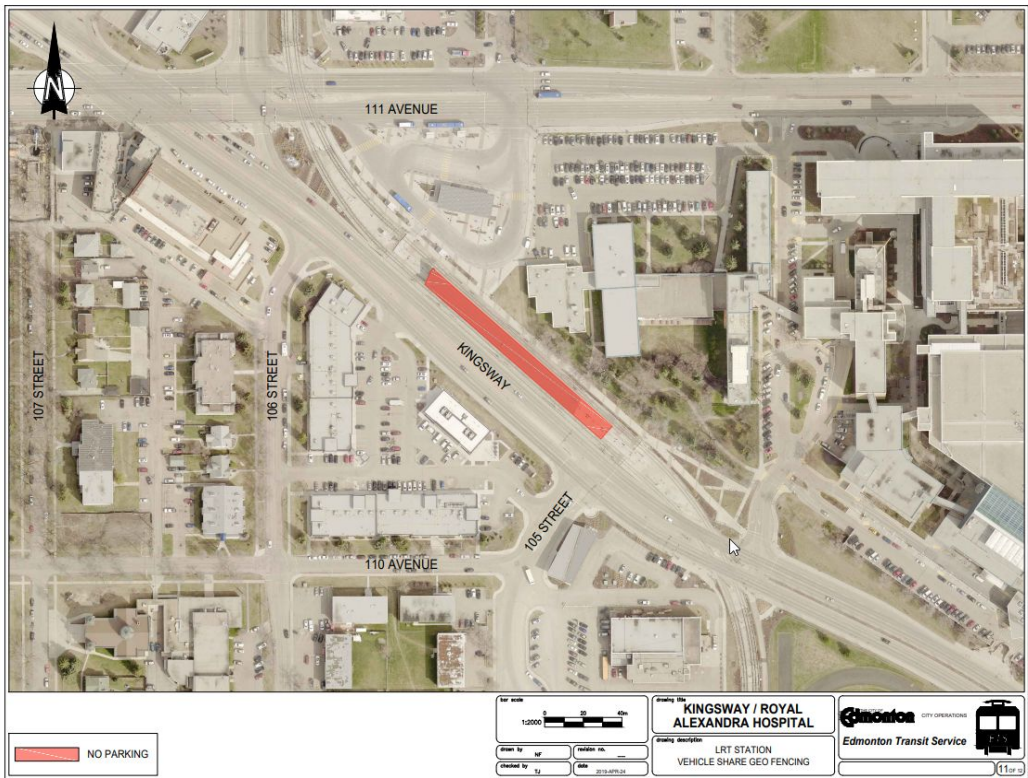
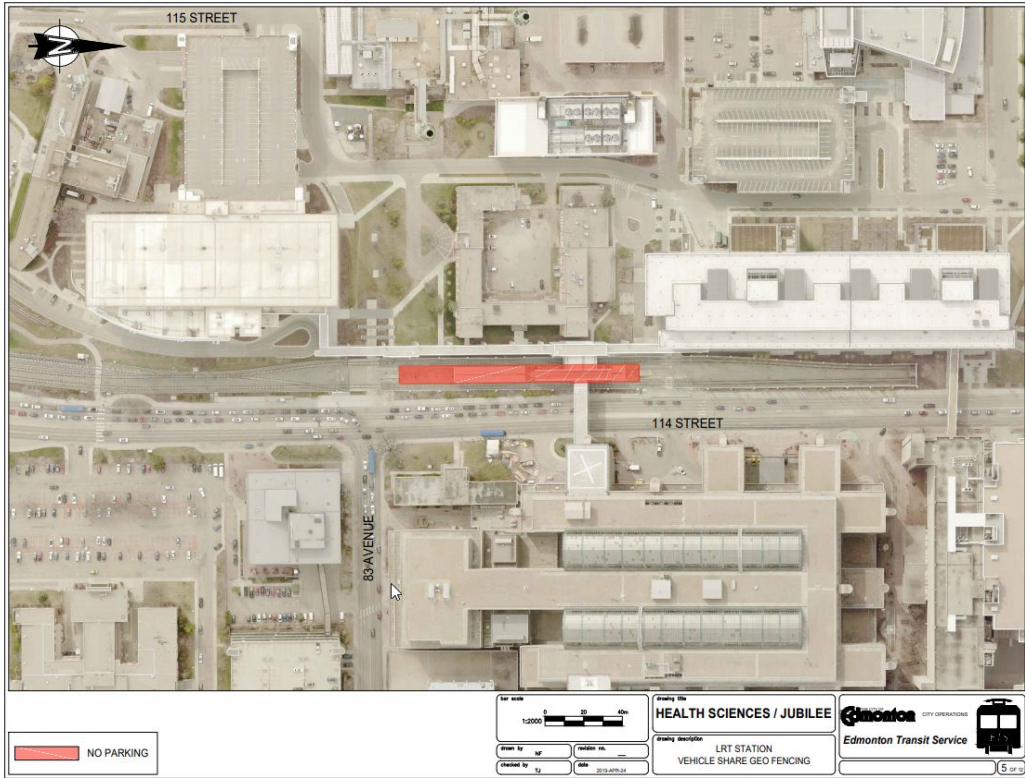
1.02 All subsurface transit centre platforms are no parking/no riding zones. Notwithstanding clauses 6.02, 6.03 and 7.02, the Licensee is not required to geofence

sub-surface transit centre platforms.

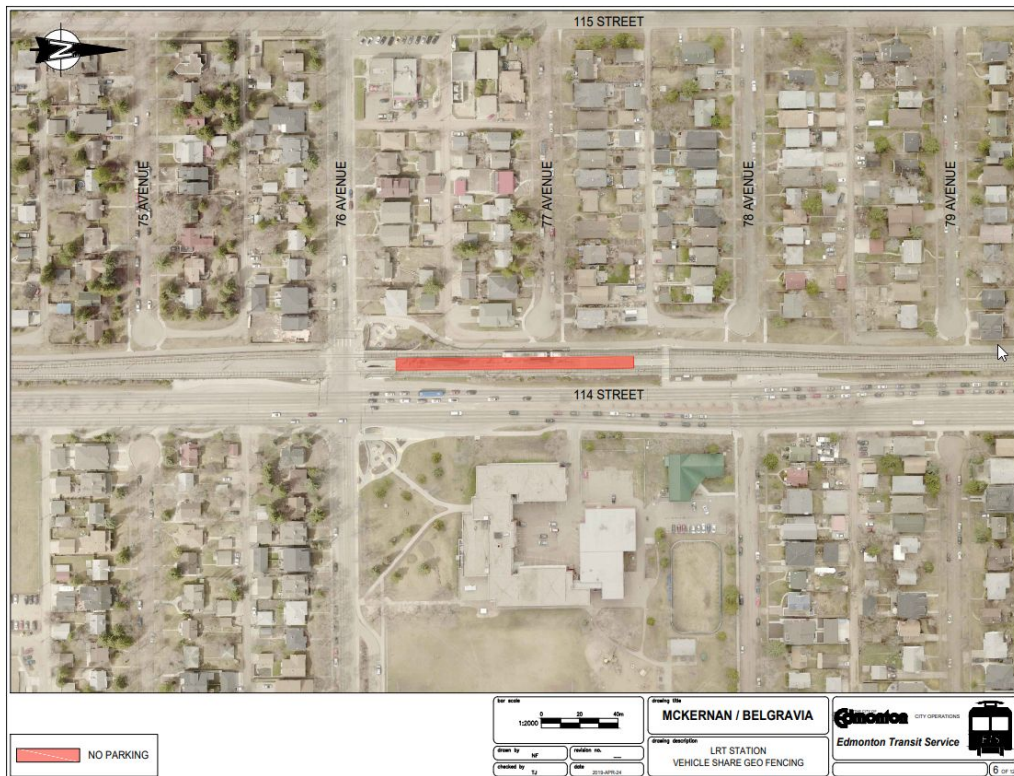
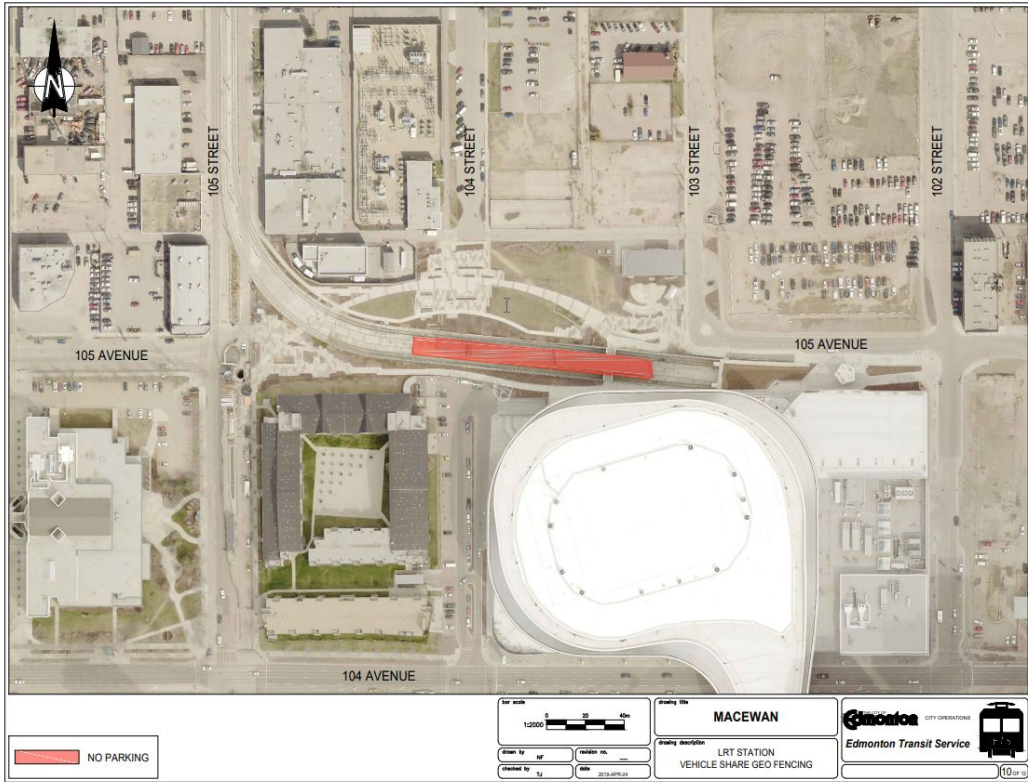
1.03 The following surface level transit centre platforms shall be geo-fenced as no parking/no riding zones. The following depicts such platforms:



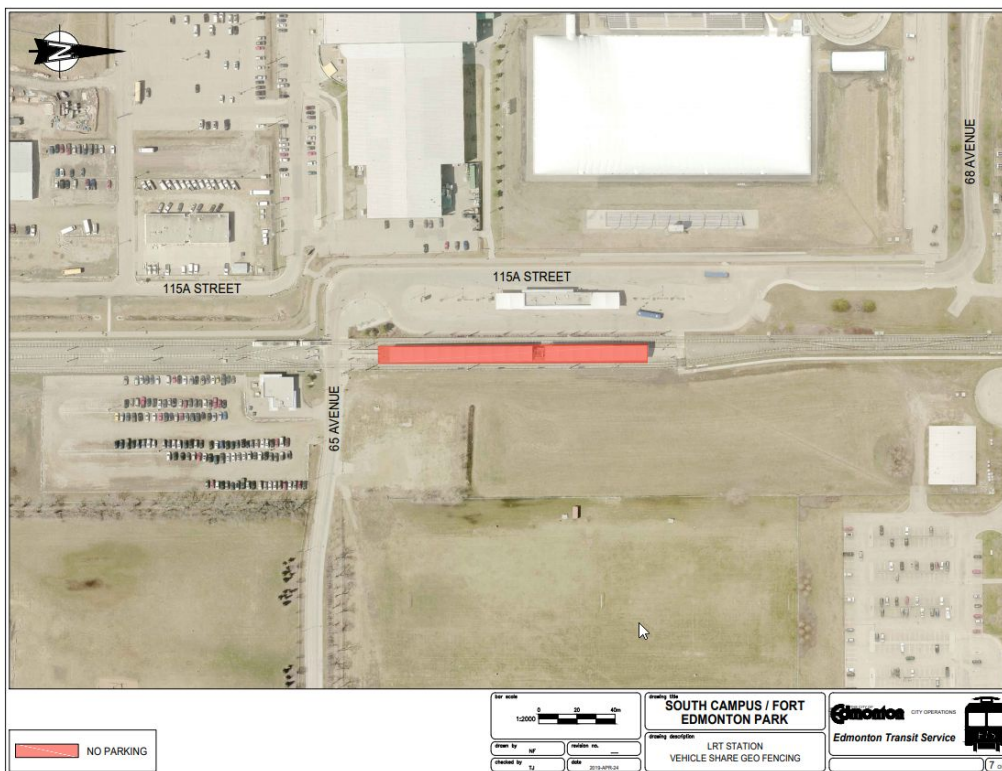
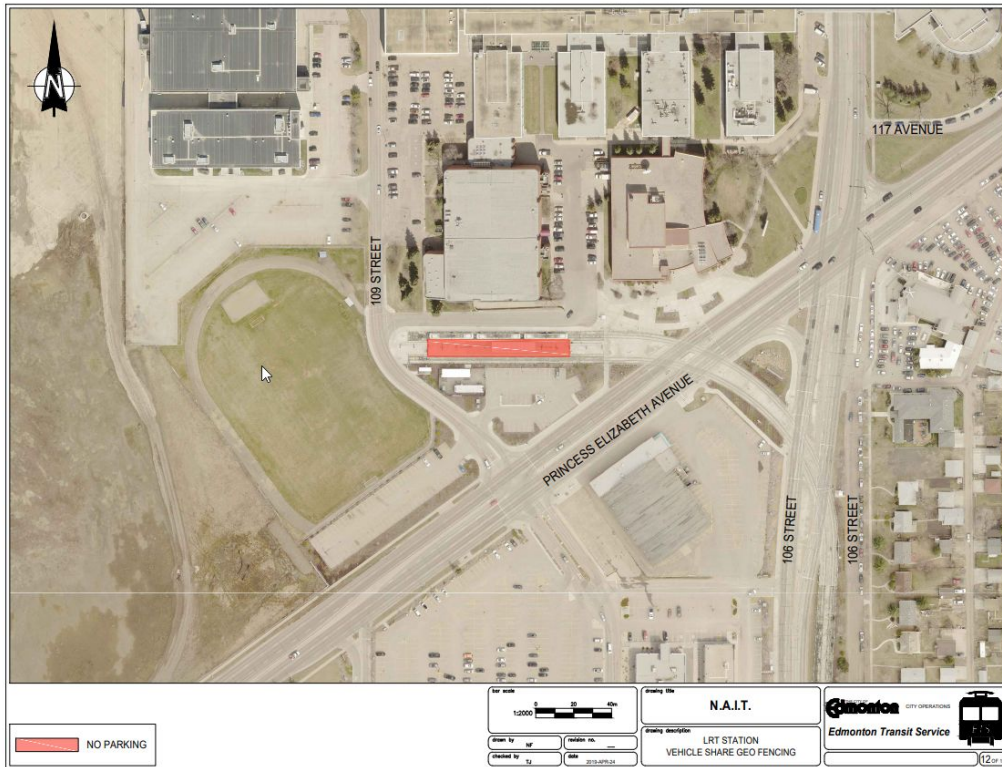




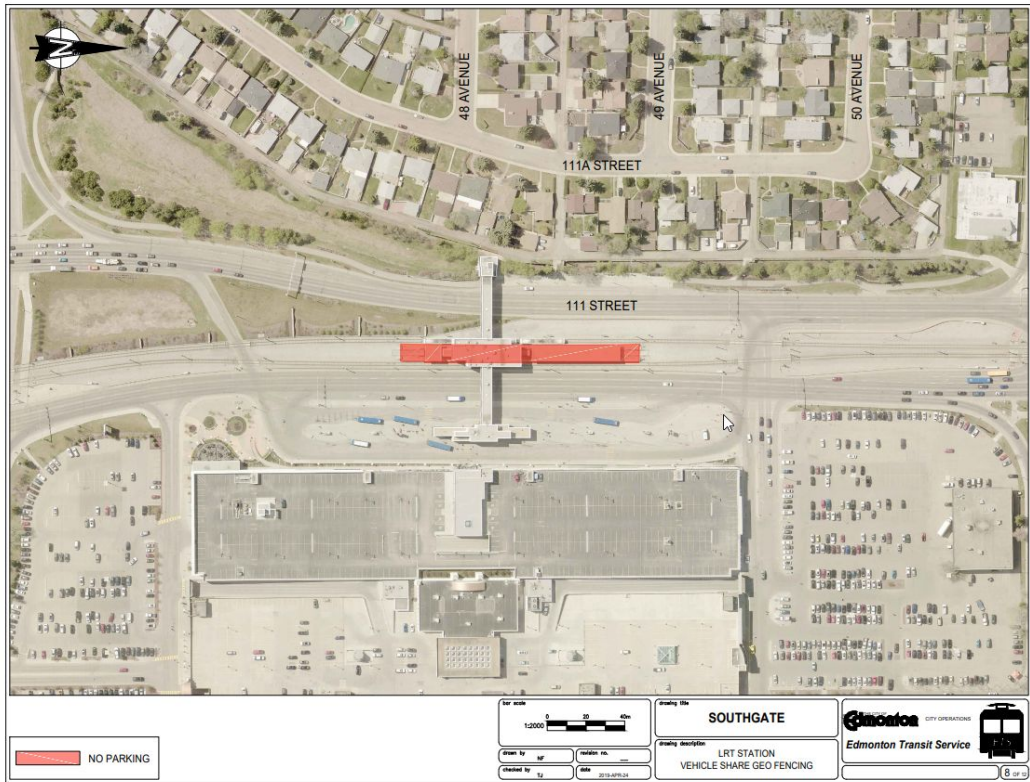
Standard Form Licence of Occupation for Active Transportation Vehicle Share
 Licence ID: PosseNumber for NameofLicensee



Standard Form Licence of Occupation for Active Transportation Vehicle Share
 Licence ID: PosseNumber for NameofLicensee



Standard Form Licence of Occupation for Active Transportation Vehicle Share
 Licence ID: PosseNumber for NameofLicensee



SCHEDULE “C” VEHICLE PARKING REQUIREMENTS

1.00 General Parking Requirements

1.01 For the purposes of this Agreement, “ frontage zone,” “pedestrian through zone,” “furnishing zone”, “ancillary zone” and “travelled way” shall have the meanings ascribed to them in Schedule “E”- Right of Way Design Zones.

1.02 The Licensee and its Users shall comply with the following parking requirements:

- (a) Vehicles shall be parked in an upright position with all wheels touching the ground.
- (b) Vehicles shall be parked in a manner that doesn't:
 - (i) adversely affect the streets or sidewalks;
 - (ii) inhibit pedestrian movement; or
 - (iii) create conditions which are a threat to public safety or security.
- (c) No Vehicle may be parked:
 - (i) in a travelled way, bike lane, shared-use path, alley, on a bridge or on a center median island;
 - (ii) in any loading zone; or
 - (iii) on any sidewalk measuring 1.8 metres or less in width
 - (iv) in such a manner as to block any of the following:
 - (1) buildings entrances or emergency exits;
 - (2) accessibility and safety features including, but not limited to, crosswalks, curb ramps, wheelchair ramps, handrails, and detectable warning strips;
 - (3) emergency facility or emergency pathway access;
 - (4) bus bench or bus shelter.
 - (v) within the following clearances areas:
 - (1) 1.5 metres from any street furniture that requires pedestrian access including, but not limited to, benches, parking pay stations, transit information signs, call boxes, and crosswalk buttons;
 - (2) 1.5 metres from any access or driveway;
 - (3) 5 metres from any fire hydrant or fire department connections;
 - (4) 1.5 metres from any utility structure, pole, box or vault;
 - (5) 1 metre from shrub beds, trees, or naturally-occurring vegetation other than grass.

- (d) No Vehicle may be locked to anything other than a City bicycle rack.

2.00 Parking on a Sidewalk

2.01 The Licensee and its Users shall comply with the following requirements when parking on or adjacent to a sidewalk:

- (a) A Vehicle shall be parked:
 - (i) in a manner that maintains a 1.8 metre clear pedestrian through zone;
 - (ii) a minimum of 0.5 metres from the edge of the curb;
 - (iii) within the furnishing zone or, in the absence of a furnishing zone, within the pedestrian through zone.
- (b) A Vehicle shall not be parked in the frontage zone.

3.00 Parking in an Ancillary Zone

3.01 The Licensee and its Users shall comply with the following requirements when parking in an ancillary zone:

- (a) A Vehicle may be parked within an on-street parking space in the following circumstances:
 - (i) when marked as designated areas for such Vehicles;
 - (ii) when there is no furniture zone and the sidewalk is less than 1.8 metres in width;
 - (iii) in neighbourhoods with rolled curbs.
- (b) A Vehicle shall not be parked within the following areas:
 - (i) e-park zone;
 - (ii) no parking zone;
 - (iii) no stopping zone;
 - (iv) disabled parking zone;
 - (v) loading zone.

4.00 Parking in a Transit Centre

4.01 The Licensee shall inform the Users of the requirements and operating hours

when Vehicles are permitted on light rail transit vehicles.

4.02 The Licensee and its Users shall comply with the following requirements when parking at a transit centre:

- (a) No parking is allowed on the LRT platform;
- (b) No parking is allowed within a transit center except within designated areas for such Vehicles.

4.03 The Licensee and its Users shall comply with the following requirements when parking at a bus stop:

- (a) No parking is allowed within the bus stop limit except within designated parking areas for such Vehicles;
- (b) No parking is allowed within a Disabled Adult Transit System (DATS) bus stop.

5.00 Parking on Parkland

5.01 The Licensee and its Users shall comply with the following requirements when parking on Parkland:

- (a) Vehicles shall not be parked on a shared use path, improved trail, or unimproved trail, as such terms are defined within the Parkland Bylaw 2202, or within 1.0 metre of either edge of a path, improved trail, or unimproved trail.

6.00 Parking at Community and Recreation Facilities

6.01 The Licensee and its Users shall comply with the following requirements when parking at community or recreation facilities:

- (a) No parking is allowed at a community and recreation facility except within designated areas for such Vehicles;
- (b) Vehicles shall not be parked in motor vehicle parking stalls;
- (c) No Vehicles are permitted in community and recreation facilities.

SCHEDULE “D” DATA REPORTING, PRIVACY AND OTHER USER REQUIREMENTS

1.00 REPORTING

1.01 The Licensee shall provide data for all Vehicles at no cost to the City, either directly to the City or through a City-approved third-party, in the most current Provider Mobility Data Specification (“MDS”) format through an API within 10 business days of commencement of the Work and thereafter continuously during the Term.

1.02 GBFS must be made available to the public through either (i) the Licensee’s website, or (ii) the City’s open data portal or other City platform, provided that (ii) shall only apply if the Licensee’s website is unable to support GBFS data sharing.

1.03 The Licensee must maintain a dashboard for the City to use for program monitoring and compliance that displays available data.

1.04 All data use rights shall be maintained for at least three years after the expiry or termination of this Agreement. The Licensee shall maintain feeds and API access for historical data for at least one year after the expiry or termination of this Agreement.

1.05 The City may, at its sole discretion, release subsequent versions and/or updated versions of the MDS specification and require the Licensee to use the most current version by releasing an automatic update and/or disabling support for the previous version.

1.06 The Licensee shall report to the City incidents as follows:

- A. Parking issues (improper parking, obstruction, hazard, idle vehicle, etc...);
- B. Known incidents in which a Vehicle was involved in a collision, accident, injury or property damage; and
- C. Complaints received regarding Vehicles.

2.00 DATA PRIVACY AND SECURITY

2.01 The Licensee will not share personally-identifiable information with the City or any other entity except where required by Laws. The Licensee shall ensure the privacy of users. Non-GBFS data consumed through the API by City specified third-party software providers will not be publicly available without consent from the Licensee.

2.02 The Licensee understands and agrees that the City may share summarized program performance data with the public. The City shall do so in a way that does not significantly impact the privacy of Users or the confidentiality of business related practices of Licensees.

2.03 The Licensee understands and agrees that the City may share the data with an approved third-party provided that the City ensures that the third-party abides by any restrictions or limitations to which the City has agreed pursuant to this Agreement.

2.04 The Licensee understands and agrees that the City may use any third-party software or service for mobility management, provided that the City ensures that the third-party abides by any restrictions or limitations to which the City has agreed pursuant to this Agreement. Any API access or data feeds may be accessed directly by the third-party operating on behalf of the City.

2.05 The Licensee understands and agrees that the City may combine and analyze provider data alone or in conjunction with data from other providers or sources.

2.06 The Licensee shall advise Users that such data is being collected and shared with the City and the public, including what information is being collected, how it is being used, how long it's being used and who it is shared with.

3.00 CITY SURVEY

3.01 The Licensee shall provide all Users with access to a City survey that may be developed collaboratively between Licensee and City requesting User feedback. The survey frequency and timing may be decided in collaboration with the City and the Licensee, but at a minimum, the survey is expected to be deployed once every 12 months.

4.00 USER EDUCATION

4.01 The Licensee shall direct Users to education content developed by the City upon registration and from time to time throughout the Term as requested by the City acting reasonably.

4.02 The Licensee shall, when conducting outreach to its Users, distribute education materials provided by the City from time to time throughout the Term.

SCHEDULE “E” RIGHT OF WAY DESIGN ZONES

Frontage Zone: In the main street, or urban context, adjacent to the building, this space is used as a support and/or extension of the land uses along the street. Uses can include ground floor retail displays, café seating, temporary signage, queuing areas, and other activities to support active use of the street by people and businesses. In the Local, or Suburban context, the frontage zone is typically the private front yard space.

Pedestrian Through Zone: This space provides an area for active transportation mobility for people of all ages and abilities to access the land uses along the street. Typically reserved for people walking and wheeling, in some cases this area can be shared with people cycling, and may include segregated areas for those who are walking and those cycling

Furnishing Zone: This space provides an area for signs, street light poles, street trees or landscaping, transit stops, benches, and seating for patios associated with adjacent businesses, in addition to underground and surface utilities and concrete curb. This is also the preferred location for snow storage and can be utilized for low impact development or overland drainage

Ancillary Zone: Located between the Travelled Way and the Furnishing Zone, this space provides the opportunity for various permanent and temporary street uses depending on the context and characteristics of the street. This space is typically considered “on-street”, but is not designed for through traffic. The use of this flexible space can vary along an individual block and between blocks. Uses can include vehicle parking, parklets, patios (public or associated with an adjacent business), bicycle parking, loading zones, universally designed parking, curb extensions, transit stops, and taxi stands. This space also includes the concrete gutter and, depending on the street design, may be used for snow storage. In cases where protected bike lanes are provided (i.e., part of the Travelled Way), the Ancillary Zone may be located between two parts of the Travelled Way.

Travelled Way: This space provides an area for travelling through a street or to access land uses along a street for people travelling by motor vehicle, bicycle, and transit, and for the delivery of goods. The space can include exclusive or shared/general purpose lanes for transit, motorized people and goods movement and may also include centre medians or islands, concrete gutters, refuge areas for people walking, and turning lanes. In non-peak hours, some of the Travelled Way may be used as an area for parking and loading and, in some cases, can also be closed at times to motor vehicle traffic to host events and festivals. The Travelled Way also includes space for people walking, wheeling, and cycling across the travel lanes, as well as deep utilities, including water, sanitary sewer and storm sewer lines.



Pedestrian through zone

Furnishing zone

