

LICENSE AGREEMENT

Dated the ____ day of _____, 2021.

BETWEEN:

THE CITY OF RED DEER
(the "City")

- and -

[First and Last Name]
(the "License Holder")

Background

- A. The City began a two-year pilot program in 2021 authorizing the operation of "E-Scooters" on municipal sidewalks and paved pathways for the purpose of evaluating the suitability of E-Scooters in the municipality.
- B. The License Holder wishes to participate in the pilot program and completed a business license application for the purpose of renting E-Scooters in Red Deer.
- C. Provided the License Holder complies with the applicable legislation, regulations, bylaws and the terms of this agreement, the City will allow the License Holder access to designated municipal sidewalks and paved trail pathways for the purpose of operating an E-Scooter rental business.

NOW THEREFORE, in consideration of the covenants, conditions and stipulations herein contained, **THE PARTIES HERETO AGREE AS FOLLOWS:**

Definitions

- I. In this Agreement, including the Background, the following words shall have the following meanings:
 - (a) "**Agreement**" means this license agreement together with the following attached schedules:
 - (i) Schedule "A" – Service Area
 - (ii) Schedule "B" – E-Scooter Pilot Program Rules
 - (iii) Schedule "C" – Insurance
 - (iv) Schedule "D" – Fees and Deposits
 - (v) Schedule "E" – Customer Liability Release Form
 - (b) "**Customer**" means a person or corporation that rents an E-Scooter from the License Holder for any amount of time;
 - (c) "**E-Scooter**" means a vehicle consisting of a footboard mounted on two wheels and a long steering handle, propelled by resting one foot on the footboards and pushing the other against the ground and that is assisted by an electric motor;
 - (d) "**Furniture Zone**" means the area for all street furniture, street lights, recycling and waste receptacles, bicycle racks, parking meters, and acts as a buffer between the roadway and the pedestrian sidewalk (See Schedule "B" Appendix I);

- (e) **“Geo-fencing”** or **“Geo-fence”** means a virtual geographic boundary, defined by the Global Positioning System (GPS), radio-frequency identification (RFID), or other technology, that enables the License Holder to cause certain actions when an E-Scooter in its fleet enters or leaves an area, including regulating speed or issuing notifications;
- (f) **“In-App”** means the License Holders piece of software for a Customer’s phone that will have to be downloaded in order to connect to the License Holder’s E-Scooter system;
- (g) **“Indemnified Parties”** means the City and the City’s elected officials, officers, agents, employees, and volunteers;
- (h) **“Operating Season”** means E-Scooter operations conducted from March 16 to October 31 of a calendar year;
- (i) **“License”** means a License issued to allow for a License Holder to conduct Shared E-Scooter operations on sidewalks and paved trails, based on the required permissions under Red Deer Bylaws including section 20 of the *Traffic Bylaw 3186/97* and section 5 of the *Parks and Public Facilities Bylaw 3255/2000*;
- (j) **“License Holder”** means [business name] who has been issued a License to conduct E-Scooter operations during the Pilot;
- (k) **“Pilot”** means the E-Scooter Pilot operating from July 2021 through October 31, 2023;
- (l) **“Rebalancing”** means the redistribution of E-Scooters to respond to Customer needs within the Service Area and to address locations that have too many or too few parked;
- (m) **“Service Area”** means the geographic area that the City designates where the License Holder may deploy E-Scooters and allow a Customer to start or end a Trip;
- (n) **“Shared E-Scooters”** means a system of E-Scooters, placed in the public right-of-way in a defined Service Area, that are made available for Customers to rent in short time increments;
- (o) **“The City”** or **“City”** means the municipal corporation of the City of Red Deer or the area contained within the City boundaries as the context requires;
- (p) **“Trip”** means the action of a Customer renting an E-Scooter by unlocking (“Trip start”), travelling during that period (“Trip time”) and ending the rental in its final parking location (“Trip end”); and
- (q) **“Winter Season”** means November 1 through to March 15, of each year the Pilot is permitted to operate.

License

2. Subject to the City Manager’s authority to modify the areas where E-Scooters are permitted pursuant to the *Business License Bylaw 3609/2018*, the City grants to the License Holder a license to use and occupy the Service Area for the purpose of operating and parking E-Scooters, as shown in Schedule “A”.

3. The rights of the License Holder are only personal in nature and the License Holder does not have any legal or equitable estate in the Service Area under this Agreement.

Term

4. The term of this Agreement shall commence on [Date], 2021 and terminate on October 31, 2023 unless earlier terminated by the parties hereto in accordance with the provisions of this Agreement.

Fees

5. The License Holder shall pay to the City the fees and deposits outlined in Schedule “D”, corresponding to the number of E-Scooters the License Holder is authorized to deploy in Red Deer.

License Holder Obligations

6. The License Holder shall:
 - (a) observe and perform all those terms and provisions of this Agreement which are binding upon it and not to do, or permit to be done, anything contrary to any provision of this Agreement;
 - (b) comply with the E-Scooter Pilot Program Rules outlined in Schedule “B” and any changes to those rules the City may make during the term of this Agreement;
 - (c) maintain and keep the E-Scooters in good and safe repair; and
 - (d) be solely responsible to maintain insurance as outlined in Schedule “C”.

Restrictions on the License Holder’s Rights

7. The License Holder shall not use the Service Area for any purpose other than required for E-Scooter business operations and as authorized by this Agreement.
8. Participation in the Pilot shall be at the sole risk of the License Holder. The City shall not be liable for any loss or damage thereto howsoever occurring. The License Holder hereby agrees to indemnify, defend and hold harmless the City from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “Claims”), by whomever made, sustained, incurred, brought or prosecuted, including bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the License Holder, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the License Holder’s obligations under, or otherwise in connection with, this Agreement. The License Holder further agrees to indemnify, defend and hold harmless the City from any Claims to which the City may be put or suffer by reason of the License Holder’s breach of the terms and conditions of the Pilot or any act, regulation, bylaw, or rule. The License Holder further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation the License Holder, claimed or resulting from such Claims. The obligations contained in this paragraph will survive the termination or expiry of this Agreement.
9. The License Holder must require all Customers, as a term and condition of using any E-Scooter in the Pilot, to release the City from all claims, actions, damages, liabilities, losses, costs and expenses whatsoever as may be suffered by any Customer arising from or related to the use of E-Scooters

within the City and provide the City with proof of acceptance of such terms and conditions by each Customer upon request.

10. At the City's sole discretion, the E-Scooter Pilot Program Rules outlined in Schedule "B" may be modified from time-to-time by notice as outlined in this Agreement, including, without limiting the foregoing, the parking obligations, fleet size, Service Area, data sharing and reporting requirements and maximum speed limits.

Liquidated Damages

11. If the City is obliged to remove or re-park an E-Scooter due to non-compliance with the requirements set out in Schedule B, non-compliance with this Agreement, because of termination of this Agreement or to address a safety concern, the City may charge the costs, based on the City's hourly crew rate plus 15% for overhead, against the License Holder or the License Holder's security deposit and require the deposit to be replenished according to the rates outlined in Schedule "D".

Termination

12. This Agreement may be terminated by either party upon thirty (30) days' notice to the other party without cause unless the parties agree to a lesser or longer termination period.
13. Within the time specified for termination in any notice of termination of the Agreement, the License Holder shall remove all E-Scooters from the Service Area, at the License Holder's sole expense.

Notices

14. Any notices or other communications required or permitted to be given pursuant to this Agreement will be in writing and will be either personally delivered, sent by regular mail, facsimile or sent by electronic mail to the other party at the following addresses:

THE CITY OF RED DEER

Box 5008
Red Deer, AB T4N 3T4
Telephone :
Fax:
Email:
Attention:

[LICENSE HOLDER FIRST AND LAST NAME]

[Address for service]
Telephone: _____
Fax: _____
Email: _____

15. If notices are sent by mail, they are presumed to be received on the seventh day after posting. If notices are delivered or sent by facsimile or electronic mail, they are presumed to be received on the next business day after they were delivered or sent by facsimile or electronic mail. Either party may change its address for service by notice to the other party.

Additional Terms and Conditions

16. Time shall be of the essence of the Agreement and this Agreement shall enure to the benefit of and be enforceable by the parties hereto, their heirs, executors, successors and assigns.
17. Nothing in this Agreement should be construed as creating a relationship of employer/employee, principal/agent, partners or joint venture. This Agreement does not signify the City's endorsement of the License Holder.

18. This Agreement, or any rights contained herein, shall not be assigned to another party without the written consent of the City. Such consent shall be at the City's sole discretion.
19. This Agreement may be amended in writing by mutual consent of both parties.
20. This Agreement is governed by the laws of Alberta.
21. Notwithstanding the termination or expiry of this Agreement, the License Holder acknowledges that information and records compiled or created under this Agreement which are in the custody of the License Holder are subject to the *Freedom of Information and Protection of Privacy Act*. If a request is received for any of these records, the License Holder shall forward the information and records, at the License Holder's expense, to the City within five calendar days of official notification by the City.
22. Should any term or portion of this Agreement be found to be invalid or unenforceable, the remainder shall continue to be valid and enforceable.
23. The City and the License Holder acknowledge that the headings in this Agreement have been inserted for convenience of reference only.
24. This Agreement constitutes the complete and exclusive agreement between the License Holder and the City concerning the subject matter of this Agreement; it supersedes and replaces any prior agreement between the parties.
25. This Agreement may be executed in separate counterparts and all executed counterparts together shall constitute one Agreement. A facsimile copy of an executed counterpart signature page will be as valid as an originally executed counterpart for purposes of signing this Agreement.

The parties to this Agreement have affixed their corporate seals signed by the hands of their proper officers.

In the absence of a corporate seal, the "**Affidavit Verifying Corporate Signing Authority**" and the "**Affidavit of Execution**" attached shall be completed in full.

THE CITY OF RED DEER

PRINT NAME

SIGNATURE (C/S)

TITLE

**[LICENSE HOLDER'S FIRST AND
LAST NAME]**

SIGNATURE

SIGNATURE

WITNESS

WITNESS

AFFIDAVIT OF EXECUTION

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT) MAKE OATH AND SAY:

1. I was personally present and did see **[License Holder's First and Last Name]**, named in the annexed instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at Red Deer, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said **[LICENSE HOLDER]** and [he] is, in my belief, of the full age of eighteen years.

SWORN/AFFIRMED before me at the City)
of Red Deer, in the Province of Alberta, this)
__ day of _____, 20__)
)
)
)
_____)
A Commissioner for Oaths in)
and for Alberta)

(Signature of witness)

AFFIDAVIT OF EXECUTION

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT) MAKE OATH AND SAY:

1. I was personally present and did see **[Second License Holder]**, named in the annexed instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed at Red Deer, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said **[License Holder]** and [she] is, in my belief, of the full age of eighteen years.

SWORN/AFFIRMED before me at the City)
of Red Deer, in the Province of Alberta, this)
__ day of _____, 20__)
)
)
)
_____)
A Commissioner for Oaths in)
and for Alberta)

(Signature of witness)

Schedule "A"

Service Area – See Separate document E-SCOOTER PILOT PROJECT - MAPS

Schedule “B”
E-Scooter Pilot Program Rules

A. General Requirements

1. It is a condition of the License that the License Holder must obtain from the Province any exemptions necessary to allow E-Scooters to operate on a sidewalk or paved trail for the duration of the Pilot.
2. License Holders must ensure compliance with all Federal, Provincial and City legislation unless otherwise exempted and must ensure they inform Customers of all applicable Federal, Provincial and City legislation relevant to operating in the Pilot. Nothing in this Schedule, including the License Requirements and License conditions, relieves a License Holder from conducting their own due diligence and reviewing all applicable legislation. The City encourages the License Holder to seek legal advice before commencing Shared E-Scooter operations.
3. License Holders must acknowledge and clearly communicate to their Customers, that E-Scooters are Licensed to be operated only on The City’s sidewalks or paved trails. As per the *Traffic Bylaw 3186/97* including but not limited to sections 20, 22.1, 32.2 and 73.2 and *Parks and Public Facilities Bylaw 3255/2000*, including but not limited to section 5(e), E-Scooters cannot be operated on or in the roadway area, except on sidewalks and paved trails.
4. License Holders must acknowledge and clearly communicate to their Customers that E-Scooters are subject to the Criminal Code of Canada (offences relating to conveyances) as per [2018, c.21 \(Bill C-46\)](#). Customers operating E-Scooters while the Customers ability to operate it is impaired to any degree by alcohol or a drug or a combination of alcohol and a drug, is a punishable offence to the full extent of Canadian law.
5. The License Holders E-Scooters maximum assisted speed on flat level ground must be governed to twenty (20) kilometres per hour (km/h) or less.
6. License Holders must make E-scooter rentals available to Customers that are sixteen (16) years old or older and must not rent E-Scooters to any Customers who are under the age of sixteen (16) years old.
7. License Holders must not display third party advertising, sponsorships, or sponsored content on E-Scooters without written approval from The City.
8. License Holders must agree to indemnify The City and its employees for any loss or action arising out of the Pilot.
9. License Holders must prove and continuously maintain commercial liability insurance throughout the entire term of the Pilot that meets the requirements set out in Schedule C.
10. License Holders must provide two (2) free membership accounts to The City to assist in the review of the compliance of all requirements set out in these E-Scooter Pilot Program Rules.
11. License Holders must review and be compliant with the [Personal Information Protection \(PIPA\) Act](#), S.A. 2003 c P-6.5, which governs private-sector organizations, throughout the entire length of the Pilot.
12. License Holders must require all Customers, as a term and condition of using any E-Scooter supplied

in the Pilot, to agree that they understand and will follow all Federal and Provincial legislation and City bylaws unless otherwise exempted, and agree and acknowledge that a failure to abide by any of these legal requirements can lead to rental service being discontinued and future service being refused by the License Holder.

13. License Holders must require all Customers, as a term and condition of using any E-Scooter supplied in the Pilot, to consent to and complete a release of liability, waiver of claims and assumption of risk against The City as required by section 9 of this Agreement and as set out in Schedule "E".

14. License Holders must hold The City harmless for any damage that may occur to its E-Scooters from routine maintenance on the roadways, pathways, sidewalks and boulevard spaces.

15. Any changes to the Pilot will be communicated via email at the address provided at the time of Application unless the License Holder provides a subsequent email address for notification.

B. Compliance and Rights of Removal

1. License Holders must respond in a satisfactory manner to pedestrian obstructions and safety concerns as soon as possible but no later than three (3) hours from when they become aware of an issue. A satisfactory response includes remedying the concern in a reasonable manner and timeframe.

2. The City will monitor citizen feedback, review on-going License Holder data requirements, and perform field audits as necessary to ensure License Holders remain in compliance of all License conditions and Pilot requirements.

3. The City may remove or re-park any E-Scooter parked in violation of the License or other City Bylaws at any time, where the location is deemed to be a safety concern for other citizens or traffic. The City will deduct from the License Holders security deposit for any fees, resources, and staff time related to the removal of the E-Scooters.

4. If the License Holder fails to comply with any conditions of the License, in addition to revocation of the License, The City may modify the License conditions including reducing fleet sizes, adding additional License conditions or revoking the License. If the License is revoked for failure to comply with the conditions of the License or for any other reason, the License Holder must remove its entire fleet from all City streets, parks and pathways within 14 days of notice, unless otherwise directed by The City.

5. Importantly, in the case of an emergency or immediate threat to public safety, The City may take any action it deems necessary to remove the emergency or threat.

C. E-Scooter Specifications

1. License Holders must ensure all E-Scooters that are made available for the Pilot, meet the following conditions:

(a) any exemption requirements set forth by the Alberta Government for Vehicle Equipment;

(b) License Holders must display easily visible contact information including a toll-free phone number on each E-Scooter so that Customers or other members of the public can report issues or make relocation requests;

2. All E-Scooters used in the Pilot must have the following features:
 - (a) Kickstand;
 - (b) Bell or sound-making device;
 - (c) Lights on the front and back that turn on automatically and stay on while in operation;
 - (d) Governor that limits the speed of the E-Scooter to 20 km/h and can further reduce speeds to 5 km/hr in zones specified by the City Manager;
 - (e) Each E-Scooter must be easily identifiable to which company owns it and have a unique identifier number that is clearly displayed and visible to the Customer on the E-Scooter;
 - (f) Active location tracking component capable of providing real-time location data of the E-Scooter, even when it's not in use;
 - (g) Internal electric lock that can operate wirelessly by mobile phone application to lock the E-Scooter wheels when not in use;
 - (h) License number issued by The City to the License Holder; and
 - (i) E-Scooters must have a battery level indicator at least shown in the License Holders In-App software, if not on the E-Scooter itself.

D. Riding and Parking Requirements

1. License Holders are responsible for informing and educating Customers on how to ride and park an E-Scooter properly within their Service Area and educate them on all requirements outlined in this License.
2. License Holders must clearly communicate to their Customers, that E-Scooters are Licensed to be operated /ridden only on The City's sidewalks, or paved trails. E-Scooters cannot be operated on or in the roadway area, except in crosswalks. In the absence of a sidewalk, or paved trail, the Customer must dismount and walk the E-Scooter.
3. The License does not authorize the parking and riding of E-Scooters on property other than City owned property. It is expected that License Holders will seek and maintain agreements with third parties, such as Red Deer College campus, malls and on all other private property.
4. License Holders must educate Customers to not ride or operate E-Scooters in locations within or on:
 - (a) Roadway as per *Traffic Bylaw 3186/97 and Parks and Public Facilities Bylaw 3255/2000*;
 - (b) Red Deer Transit vehicles;
 - (c) City Hall Park;
 - (d) Inside transit terminals, parkades, and bus zones;
 - (e) Buildings; and
 - (f) Any other zone the City Manager designates.
5. License Holders must educate the Customer of the requirements that E-Scooters at no time can a Customer operate inside Sorensen Station or inside buses. E-Scooters will be permitted to operate at slower speeds at Kingston and Bower Hubs.

No-Riding and No-Parking Zones

6. License Holders must Geo-fence this area In-app and ensure Customers are informed on how to operate in this area. The City may create designated areas near each station for E-Scooters to be parked.
7. Other no-riding and no-parking zones may be designated by The City and the License Holders must Geo-fence designated parking areas, no parking and no riding zones, or other locations at the request of The City. License Holders will be responsible for marking these areas appropriately on their In-App software within 7 days of notice and ensure Customers are informed on how to operate in these areas. These zones could be for long or short term periods.
8. The License Holder must use Geo-fence technology and have In-App ability to communicate by text or In-App alert, and decelerate and ultimately stop their E-Scooters alerting the Customer that the E-Scooter is being ridden or parked in a specific non-Licensed area.

General Parking

9. E-Scooters belonging to the License Holders may be parked on City Sidewalks, in City Parks and adjacent pathways, subject to all Federal, Provincial and City Legislation and any further parking requirements set out below.
10. All parked E-Scooters must remain in an upright position with all wheels in contact with the ground.
11. Any E-Scooter that is parked in one location for more than two (2) consecutive days without moving must be removed from that location by the License Holders. If the E-Scooter remains in one location after two days, it may be removed by The City and taken to a City storage area at full expense to the License Holder.

Sidewalk Parking

12. License Holders must have E-Scooters that have an internal electric lock and does not require the E-Scooters to be locked to stationary items. Proper sidewalk parking would be:
 - (a) E-Scooters are parked in a Furniture Zone and must not be parked in a way that obstructs or interferes in the Sidewalk zone or Edge zone at any time;
 - (b) In the absence of a Furniture Zone, E-Scooters must not be parked in a way that impedes pedestrians moving through the Sidewalk zone to access any buildings. E-Scooters must be parked next to the **edge zone** leaving at least 2.0 metres of sidewalk zone unobstructed for pedestrian movements. E-Scooters must not be parked where these minimum distance requirements cannot be met; and
 - (c) Parked in the upright, standing position, with all wheels in contact with the ground.

Street Parking

13. E-Scooters must not be parked on the street.
14. E-Scooters must not be parked in a way that impedes vehicular traffic from moving on the roadway

or accessing driveways and must not be parked in the **Driving zone** at any time.

15. E-Scooters must not be parked in locations within or on:

- (a) Loading zones;
- (b) Accessible parking zones;
- (c) Wheelchair ramps, Bicycle ramps or curb ramps;
- (d) Bridges;
- (e) Center median islands;
- (f) Within 1.5 metres of an access to a garage or driveway;
- (g) Street furniture that requires pedestrian access (benches, pay parking station, bus shelters);
- (h) Within shrub beds or within 0.5 metres of trees; or
- (i) Within City Parking Spaces.

16. E-Scooters must not be parked on a pathway or within 1.0 metre of either side of a pathway.

17. The City may create designated parking areas where E-Scooter parking causes concerns for operations or the public.

Temporary Parking Restrictions

18. The City may impose temporary E-Scooter parking restrictions due to construction, parades, festivals, public gatherings or other situations affecting the normal operation of the right-of-way. Where The City has done so, a License Holder will be responsible for marking these areas appropriately on their In-App software within 7 days of notice and ensure Customers are informed on how to operate in these areas.

Temporary Fleet Removal

19. Upon direction of The City due to a major weather event, emergency event, or other situations requiring immediate action, the License Holder must collect and secure all, or a portion of, the License Holder-owned or controlled E-Scooters to a location outside of the public right-of-way or to a location that does not otherwise impede The City's access and response to the situation for the duration of the event.

20. The City may update, add, and or change any parking requirements in response to issues that come to light during the operation of the pilot. Any changes will be circulated to license holders.

E. Operations and Maintenance

- 1. License Holders must operate 7 days a week during the Operating Season. License Holders must cease operations during the Winter Season.
- 2. License Holders must have staffed operations located within The City for the purpose of E-Scooter maintenance, Rebalancing, collection, and retrieval and provide The City with a direct contact for staff that are capable of Rebalancing E-Scooters.
- 3. License Holders must have a 24-hour Customer service phone number and email that is monitored 24 hours a day, 7 days a week during the Operating Season, so the public can report safety concerns, complaints, or ask questions.

4. License Holders are required to remedy any E-Scooter parked in violation of the License or other City Bylaws and must be re-parked in a correct manner or removed by the License Holder within three (3) hours of receiving a parking in violation of the License” notice.
5. License Holders must remove any inoperable E-Scooter or any E-Scooter that is not safe to operate as soon as possible. Once notified of an issue, the License Holder must remotely lock down the E-Scooter as soon as possible, to ensure it cannot be used.
6. License Holders must rebalance any E-Scooters within three (3) hours of receiving notice. If notice is brought to the attention of the License Holder between the hours of 10:00 pm – 5:00 am, E-Scooters must be rebalanced no later than 8:00 am on the same morning they were notified, unless the notice is an imminent safety concern, which must be dealt with immediately.
7. License Holders must acknowledge that allowing E-Scooter to be parked outside increases exposure to snow, water and gravel that may be deposited on the spaces adjacent to streets, sidewalks, and pathways during City street maintenance activities. These materials can contain hydrocarbons and salt residues, which may result in premature wear of E-Scooters components.
8. License Holders must take steps to inspect, repair and maintain all E-Scooters so as to ensure public safety.

F. User Experience, Education, and Encouragement

1. License Holders are responsible for informing its Customers on how to use its services, how to ride and park its E-Scooters legally and in compliance with any requirements set out in this Framework.
2. License Holders must encourage Customers to wear a helmet In-App and on their company website.
3. License Holders must create and maintain a company website and/or a social media platform that clearly states the terms and conditions, including Customer instructions, privacy policies, and all rental fees and costs.
4. License Holders must forward periodic updates to users as per information prescribed by The City.
5. License Holders must provide targeted community outreach at their own cost to inform the citizens of Red Deer about the E-Scooter Pilot, their E-Scooters, systems, and policies. Targeted communication outreach may include:
 - (a) Participation or attendance at public meetings and events;
 - (b) Participation or attendance at community-led events or gatherings;
 - (c) Meeting with Business Improvement Areas (BIA’s), community associations, business owners, and other groups in the Service Area;
 - (d) Hosting community events within the Service Area; or
 - (e) Social media targeted advertising and promotion.

G. Data Sharing and Reporting

1. License Holders must comply with the following data sharing requirements:
 - (a) License Holders must supply an E-Scooter inventory list to The City complete with each unique

identifier number and serial numbers before making any E-Scooter available for rent;

- (b) The City requires access to historical Trip data and fleet status changes, which must be stored by the License Holder and made accessible to The City at any time during the License, and for at least six months after the Pilot ends.
- (c) To ensure that E-Scooter locations are known, even when not in use, all E-Scooters must have a location tracking component affixed. This excludes phone-based location services information (i.e. Bluetooth technology);
- (d) The License Holder must collect and make data available for parking issue occurrences reported and the responses to each of them. This will include parking infractions reported by The City, general public, Customers and the License Holder;
- (e) The License Holder must generate a data record that describes each parking report, the location of the E-Scooter if possible, the time it was reported, the time it was responded to and how the action required;
- (f) The License Holder must collect and make data available for all known incidents in which their E-Scooter was involved in a collision, accident, injury or property damage and make this data available upon request;
- (g) All License Holders must generate a publicly available real-time data feed online in a uniform format so that map and transportation based apps can easily incorporate this data into their platforms. This feed must include information about the system and E-Scooters available for use. The License Holder must inform The City of the location of the feed on the internet and any changes that are made to the type of information being published;
- (h) The License Holder will provide Application Program Interface (API) access on an ongoing basis during the License so that The City can access and locally store all of the data shared under the conditions of this License and the License Holder must make all data accessible to The City or to a City-approved third-party data aggregator, through an application program interface (API);
- (i) The License Holder must meet all the conditions for data, sharing and reporting for the Pilot at all times during the License; and
- (j) Failure to comply with these conditions could result in the revocation of the License.

H. Survey

1. License Holders must conduct an opt-in member survey. If the License Holder is operational in all Operating Seasons from July 2021 to October 2023, they must conduct a survey in each calendar year. A set list of 5-10 survey questions to be asked of the Customers will be provided by The City for each survey. The License Holder must include these questions and may include other questions, subject for approval of The City. Gender will be reported by male, female, and other. Age will be reported in these age groups: 17 and under, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.
2. Survey results, showing the response and feedback must be shared with The City in a .pdf, .xls or .csv format. Survey results must be provided to The City no later than 30 days after the survey periods have ended.

I. Data Privacy

1. License Holders must employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).
2. License Holders must provide a privacy policy that safeguards Customers' personal, financial, and travel information and usage including, but not limited to, Trip origin and destination data. License Holders agree to make its policies, procedures and practices regarding data security available to The City, upon request, and further agrees that The City reserves the right to hire a third party to perform a security audit at any time through the License term, or at any time The City determines that an audit is warranted.
3. License Holders must provide Customers with the opportunity to explicitly assent to any terms of service, or user agreements. Separately, Customers must have the ability to decline to share any data not required to enable the License Holder to process and complete the transaction. The Customers options with regard to these requirements must be clearly stated and easily accessed by the Customer.
4. License Holders must not claim any legal right in its terms of use, privacy policy, or elsewhere to institute retroactive changes to its Privacy Policy and must provide an opportunity for the Customer to explicitly assent prior to any changes to its data

Schedule B Appendix I: Parking Reference Material

Figure I.1 Public Realm Components and Zones

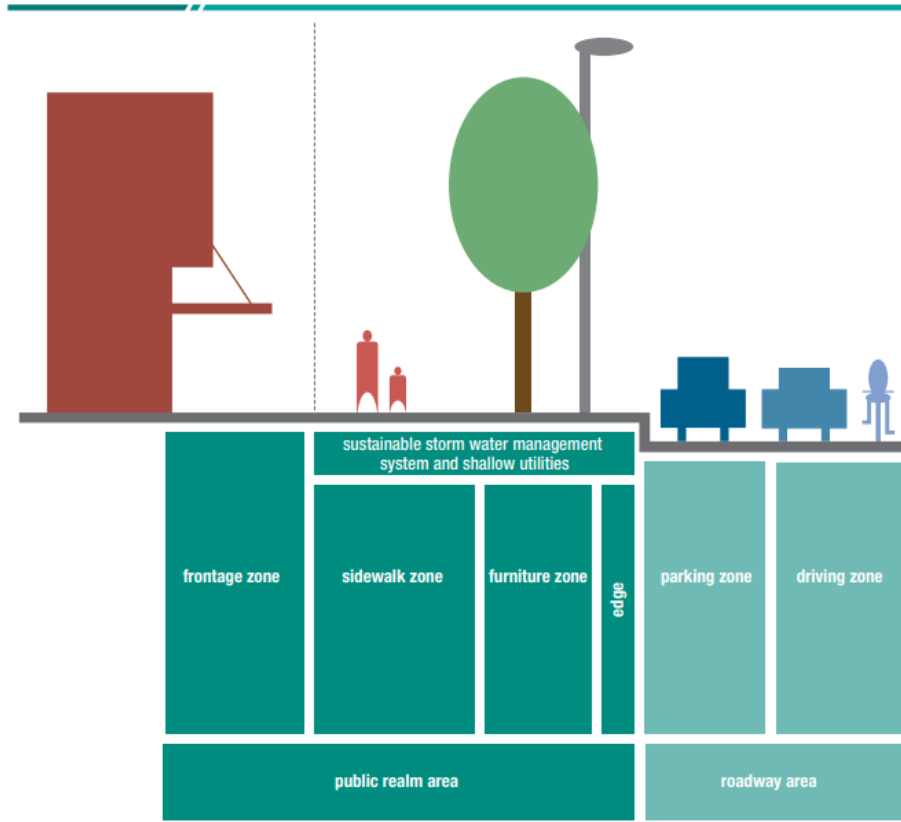
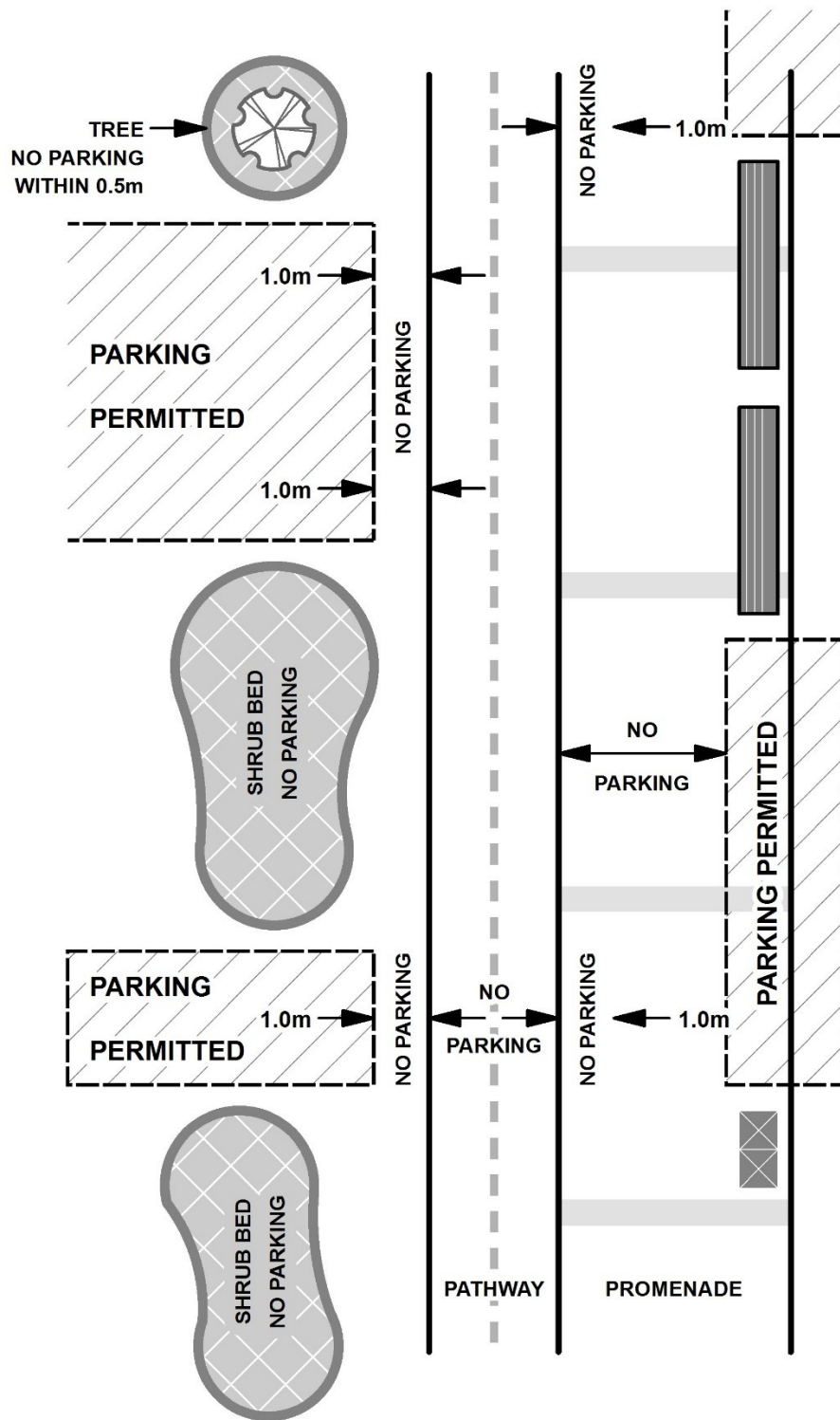


Figure 1.3 Parking Guidelines in park space



Schedule "C" Insurance Requirements

- I. The License Holder hereby agrees to put in effect and maintain insurance for the License Holder, 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) a commercial general liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TEN MILLION DOLLARS (\$10,000,000) CDN inclusive limit for any one occurrence and such policy must include:
 - the City of Red Deer as an additional insured;
 - a cross liability clause;
 - blanket contractual liability coverage;
 - a non-owned automobile liability clause;
 - products and completed operations coverage;
 - the waiving of every right of subrogation by the insurance company or companies against the City arising out of or in any way connected with the performance of the Pilot; and
 - no participant's exclusionary clause.
 - (b) property insurance on an "All Risks" basis for the full replacement cost of all property owned and/or operated by the License Holder;
 - (c) an automobile third party liability insurance policy (Owner's form) for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) CDN inclusive limit for any one occurrence insuring each and every automobile used in the performance of this Pilot;
 - (d) cyber and privacy liability insurance covering actual or alleged acts, errors or omissions committed by the License Holder its agents, subcontractors, or employees in an amount not less than TWO MILLION DOLLARS (\$2,000,000) CDN inclusive limit for any one occurrence. The policy shall include coverage for cyber security 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. The City shall be endorsed as an additional Insured, and the policy will include no provision that would prevent, preclude, or exclude a claim brought by The City;
 - (e) proof of Workers Compensation coverage; and
 - (f) participant accident coverage satisfactory to the City;

all above noted insurance policies must include a provision for The City to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change requested by the License Holder of the insurance policies.

2. If the License Holder is unable to secure participant accident coverage satisfactory to the City, the City will have discretion to obtain suitable coverage, charge the cost back to the license holder and permit the License Holder to operate notwithstanding section I (f) of this Schedule.

3. The License Holder will be responsible for all deductibles that may apply in any of the required insurance policies.
4. The License Holder covenants and agrees that The City's insurance requirements will not be construed to and will not, in any manner, limit or restrict the liability of the License Holder.
5. The insurance requirements set out above will be primary and The City's insurance will be non-contributory.
6. The License Holder will provide the City with proof of the insurance required by this Agreement in the form of valid certificates of insurance that reference this Pilot and the operation of E-Scooters and confirm the required coverage, before the execution of the Pilot by the City, and renewal replacements on or before the expiry of any such insurance. Upon the request of the City, a copy of each insurance policy will be made available to it. The License Holder will ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the City and Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

**Schedule “D”
Fees and Deposits**

1. In addition to the business license fee payable at the time of application, the License Holder must provide an E-Scooter education and management fee and security deposit calculated pursuant to this schedule. A summary table of the fees and deposits is provided below.

Fee Type	Fee Amount	Fee Information
Business License Fee	\$600 per application per year (annual business licence)	Fees due at time of application
E-Scooter Education and Encouragement	\$15 per E-Scooter to a maximum of \$5,000	Due before a License is issued
Security Deposit	\$25 per E-Scooter, minimum of \$5,000 to a maximum of \$15,000 per License Holder	Due before a License is issued

2. An E-Scooter education and encouragement fee of \$15 per E-Scooter will be charged to each License Holder, to be paid at the time of License issuance. This fee will be used to recover any costs associated with actions the City may undertake to help run the Pilot and encourage safe use and parking. Please note the collection of these fees does not release the License Holder from its educational requirements outlined throughout this schedule.
3. All License Holders will be charged a security deposit of \$25/E-Scooter with a minimum of \$5,000 regardless of fleet sized to a maximum of \$15,000 per License Holder. The City will require a top-up if any License Holder drops below \$5,000 at any time during their License.
4. Costs incurred by the City for property repair or for removing and storing E-Scooters will be charged against this security deposit. This will also be used to recover costs if a License Holder fails to remove their E-Scooters from all public right of way, parks and City property when their License is terminated.
5. Costs to relocate or remove E-Scooters will be charged based on the City crew’s hourly rate plus 15% overhead.
6. The education and encouragement fee and security deposit are due at the time of License issuance.
7. License Holders who cease operations and choose not to continue in the Pilot may request in writing that any remaining security deposit be refunded.

Example Fee Calculation

License Holder A’s application has been approved for a License and has already paid the Business Licensing fee of \$600 for a fleet size of 300 E-Scooters. License deposits would be as follows:

- E-Scooter education and encouragement fee - \$15 x 300 E-Scooters = \$4,500
- Security Deposit - \$25 x 300 E-Scooters = \$7,500

License Holder A would be required to pay \$12,000 before the License is issued.

Later on, License Holder A would like to increase to their fleet Size to 500 E-Scooters. Extra License fees would be as follows:

- E-Scooter education and encouragement fee - $\$15 \times 200$ additional E-Scooters = \$3,000. However, the maximum educational and encouragement fee is \$5,000, so the Applicant would only pay \$500 for these additional 200 E-Scooters.
- Security Deposit - $\$25 \times 200$ additional E-Scooters = \$5,000

License Holder A would be required to pay an additional \$5,500 for the extra 200 E-Scooters added to their fleet.

Please note:

1. As per Security Deposit Fees, License Holder A would only be required to pay any additional security deposit until they reached the maximum of \$15,000. However, this is assuming no costs had been deducted against the initial Security Deposit.
2. As per Educational and encouragement Fees, License Holder A would only be required to pay any additional deposit until they reached the maximum of \$5,000.