

**DOCKLESS MOBILITY DEVICE PILOT PROGRAM
LICENSE AGREEMENT**

This **LICENSE AGREEMENT** (this “Agreement”) is made this ____ day of _____, 2018 (the “Effective Date”), by and between the Regional Transportation District, a political subdivision of the State of Colorado (“RTD” or “Licensor”) organized pursuant to the Regional Transportation District Act, C.R.S. § 32-9-101, *et seq.* and _____, a dockless mobility device operator, (“Licensee”), with its principal place of business at _____ (each individually a “Party” and together, the “Parties”).

ARTICLE 1. RECITALS

- A.** RTD owns or controls parcels of land within the boundaries of the Regional Transportation District, Colorado, for mass transit purposes (“**RTD Property**”).
- B.** Licensee desires to enter upon certain portions of the RTD Property at RTD-operated transit stations for the purposes of conducting its dockless mobility device (“**DMD**”) operations at those locations (the “**Use**”).

In consideration of the mutual promises contained herein and for the sum of **\$1,000** to be paid by Licensee to Licensor upon execution of this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 2. LICENSE

- A. LICENSED AREA.** The Licensed Area shall be the DMD parking areas at each RTD-operated location listed on **Exhibit A**, attached hereto and incorporated herein, and specifically designated by RTD for DMD parking in accordance with the RTD Dockless Mobility Device Operating Instructions in **Exhibit B**. The areas designated as DMD parking at the RTD Property are referred to herein as the “**Licensed Area**.” This Licensed Area is non-exclusive and may be shared by other DMD operators (“**DMOs**”) and may be re-designated or relocated by RTD during the term of this Agreement with written notice to Licensee.
- B. LICENSE.** Subject to all the terms and conditions hereof, Licensor hereby grants to Licensee, its customers, employees, agents and contractors; a non-exclusive, revocable, nontransferable license for: (i) permission to enter upon and have ingress to and egress from the RTD Property solely for the purpose of accessing the Licensed Area to park, retrieve and redistribute its DMDs within the Licensed Areas, and (ii) permission to park, retrieve and redistribute its DMDs within the Licensed Areas as space is available (the “**License**”), subject to the terms and conditions of this Agreement. Parking of DMDs outside of the Licensed Area is not permissible under this License and is expressly limited to the Licensed Area only. Licensee’s use of the Licensed Area is limited to the availability of space in the Licensed Area that may be shared with other DMOs.
- C. PERMITS.** Procurement of any and all applicable licenses, permits, agreements (including without limitation, regulatory permission or consent) of local jurisdictions to allow DMD operation is the sole responsibility of Licensee and is a prerequisite to grant of the License. Licensee acknowledges that they have obtained legal consent to operate in the local jurisdiction of each Licensed Area. If Licensee is not properly

permitted or licensed in the jurisdiction in which a portion or portions of the Licensed Area is located, this License is not valid for such Licensed Areas. In the event a previously granted permit, license or other right to operate is revoked, expires, or is otherwise terminated by any jurisdiction, the License shall automatically suspend for the portion or portions of the Licensed Area in that jurisdiction, however, the License shall automatically resume at such time that the previously granted permit, license or other right to operate is reinstated.

- D. RTD shall retain all other rights in, and usage of, the Licensed Area not inconsistent with the reasonable use of the foregoing License.
- E. The right to use the Licensed Area granted hereunder is hereby contracted for and shall be granted with respect to the Licensed Area in its “AS IS” physical condition without any warranty, express or implied. This grant is subject to all other prior and subsequent grants or reserved rights and interests in the Licensed Area, if any, whether of record or not.
- F. Licensee shall contractually require its customers, employees, agents, contractors and subcontractors performing activities hereunder to comply with each of the terms and conditions of this Agreement applicable to the Use.
- G. **TERM.** This Agreement shall become effective upon execution by both Parties and shall remain in effect until June 30, 2019 or otherwise terminated by either Party pursuant to the provisions of Article 4 (Termination) or an event of automatic termination as otherwise provided herein.

ARTICLE 3. USE

- A. **RTD DMD Operating Instructions.** Licensee agrees to comply with RTD’s Dockless Mobility Device Policy (“**DMD Operating Instructions**”) in **Exhibit B**, attached hereto and incorporated herein, as a condition of this Agreement. Licensee acknowledges and agrees that Licensor reserves the right to modify, update, revise and alter the components of its DMD Operating Instructions at any time upon written notice to Licensee. Licensee shall be given a reasonable amount of time and opportunity to make any required changes to its operating practices to comply with new Operating Instructions.
- B. **REMOVAL of DMDs.** Licensee further acknowledges that the DMD Policy requirements are minimum requirements for the Use and that Licensor, in its discretion, may remove Licensee’s property from the Licensed Area or RTD Property at any time without prior notice to Licensee. Further, if RTD elects not to terminate the License for a violation of the Agreement, RTD may reasonably increase the license fee to cover Licensor’s additional expenses related to ongoing administration of the Agreement based upon the history of Licensee’s compliance with the Agreement, provided however that Licensee shall have the option to terminate this License rather than pay additional license fees.
- C. **LOSS or DAMAGE.** Licensor shall not be liable for any damage to or loss, theft, or destruction of Licensee’s assets in or on the Licensed Area or RTD Property at any time, regardless of the cause, except that Licensor shall be liable for damage or loss or destruction of Licensee’s assets caused by the gross negligence or willful misconduct of Licensor’s employees.

- D. In addition to any increase in the license fee associated with violations of the DMD Operating Instructions, Licensee shall be solely responsible for all reasonable and documented costs related to the Use, such obligation to survive expiration or earlier termination of this Agreement. All of the limitations and obligations imposed upon the Licensee pursuant to this Agreement and all rights reserved to RTD hereunder shall apply with equal force and effect to any employees, agents, contractors and subcontractors performing any activities by, through or on behalf of Licensee on the RTD Property. Such costs may include but are not limited to RTD's costs for DMD removal, storage, and impound related to the Use or enforcement of this Agreement.

ARTICLE 4. TERMINATION

- A. Licensor, in its discretion, may terminate this License as to all Licensed Areas covered hereunder or with respect to individual Licensed Areas as specified by Licensor. Notice of termination in whole or in part shall be provided by Licensor to Licensee in writing and shall specify the scope and extent of such termination, except as otherwise provided herein.
- B. Reimbursement to Licensor under any provision of this License shall be due and payable 30 days after Licensee's receipt of a written invoice.
- C. Automatic termination pursuant to Article 2. C. "**PERMITS**", Article 2.G "**TERM**" and Article 7.G. "**BREACH**".
- D. Certain provisions that by their nature are intended to survive termination of this Agreement shall survive termination of the Agreement.

ARTICLE 5. INSURANCE

- A. Licensee shall procure and maintain, and shall require that its contractors and subcontractors procure and maintain, the following types of insurance, at minimum, with an insurer or insurers and in a form satisfactory to RTD throughout the Term of this Agreement:
1. Commercial general liability insurance with contractual liability endorsement, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000, and shall also include, but not limited to, coverage for bodily injury, property damage, and products and completed operations. Following the completion of construction, this insurance will be maintained (renewed annually) for a time period no less than through the period of the applicable Colorado statute(s) of limitation and, if applicable, the Colorado statute of repose. Such policy shall include RTD as an additional insured via blanket endorsement.
 2. Automobile liability insurance with a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to, bodily injury liability and property damage liability, for any vehicles owned, used or hired. Such policy shall include RTD as an additional insured via blanket endorsement.
 3. Workers' Compensation and Employers' Liability Insurance covering all employees of Licensee, wherever they may be in the United States of America so long as they are engaged in the work covered by this Agreement. The policy or policies shall cover the entire liability of the Licensee as determined by the Workers' Compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain the same, a waiver of insurer's right of subrogation against RTD

for payments made to or on behalf of employees of the Licensee. "Employer's Liability Insurance shall provide coverage for limits of not less than \$ 500,000.

4. Umbrella/Excess Liability Insurance. An umbrella/excess policy may be procured to meet the requirements of the Commercial General Liability limits. Such excess insurance shall be at least as broad as the Licensee's Commercial General Liability, Automobile liability, and worker's compensation and employers' liability insurance. Such policy will name RTD as an additional insured.
 5. Prior to entry upon, above or adjacent to the RTD Property, Licensee agrees to furnish RTD with a certificate of insurance for each of its and its contractor(s)' policy (ies). Licensee shall provide 30 days' advance notice of cancellation of its and its contractor(s)' policy(ies) by Registered or Certified mail. Certificates of insurance shall be provided to the RTD Senior Manager of Real Property as provided in Article 8.
 6. Each such comprehensive general and automobile liability certificate shall have the following endorsements attached thereto:
 - a) Providing RTD as an additional insured via blanket endorsement;
 - b) An endorsement providing for Blanket Contractual Liability coverage for liability assumed by the Licensee under this Agreement;
 - c) A Broad Form Property Damage endorsement, if the policy does not provide for the equivalent coverage; and
 - d) Waiver of subrogation in favor of and acceptable to the Licensor.
 7. In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid hereunder on account of occurrences during the policy period, the excess policy, if any, referred to in the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance
- B. All insurance coverage provided to RTD as additional insured must be primary and noncontributory to any other coverage available to RTD.
- C. Liability of Licensee under this section shall not be limited to coverage provided under said insurance policies.
- D. Only those contractors and subcontractors of Licensee whose operations are covered by insurance will be authorized upon or about the Premises or the RTD Property.

ARTICLE 6. REPORTING / DATA SHARING

- A. Licensee shall abide by the reporting and data sharing requirements included in the DMD Operating Instructions and shall comply with RTD's information policy.
- B. Raw data supplied by Licensee shall be held confidentially between Licensor and Licensee to the extent that is permitted by law. However, summaries, program utilization data, and trend data may be made public. In the event RTD receives a request for data supplied by Licensee under the Colorado Open Records Act or other legal authority, RTD shall, unless prohibited by applicable law, promptly notify Licensee of such request and provide Licensee with reasonable opportunity to prevent disclosure.

ARTICLE 7. GENERAL

- A. ENCUMBRANCES.** Licensee shall not suffer or permit anything to be done that will cause the RTD Property or the Licensed Area to become encumbered by any mechanic's lien or similar lien, security interest or other charge or encumbrance of any kind. If any mechanic's lien or claim is filed against the RTD Property and/or the Licensed Area in connection with the Use, Licensee shall discharge the same of record by a release or bond within thirty (30) calendar days after the filing of any notice of such lien, claim or other charge, such obligation to survive expiration or earlier termination of this Agreement.
- B. WARRANTIES.** If the Use voids or impairs any warranty or warranties in effect on the Licensed Area or the RTD Property, Licensee shall fully assume and perform the obligations of such warranty or warranties, such obligation to survive expiration or earlier termination of this Agreement.
- C. HAZARDOUS SUBSTANCES.** Licensee shall not use, produce, treat, generate, release, discharge, store, transport, or cause to be transported, or dispose of any hazardous substances at, on, under, in, or about the Licensed Area or the RTD Property in violation of applicable law. The term "hazardous substances" shall mean any toxic, hazardous or noxious substance, material, or waste which is regulated by any local government authority having jurisdiction over the Licensed Area, the State of Colorado, or the United States government.
- D. ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by Licensee without the prior written consent of RTD, which consent shall not be unreasonably withheld. No assignment shall release Licensee from any responsibility or liability hereunder. Any assignment in violation of this Section shall be null and void.
- E. INDEMNIFICATION AND WAIVER.** Licensee shall defend, hold harmless and indemnify Licensor and its officers, directors, agents, affiliates, insurers and employees (the "Indemnified Parties") from and against any and all lawsuits, causes of action, losses, damages, liens, claims, demands, debts, obligations, liabilities, fines, penalties, suits or actions, judgments, expenses and costs of any kind whatsoever (including reasonable attorneys' fees and costs of litigation) related to the Use of the Licensed Area or RTD Property. Licensee hereby waives and releases all claims against the Indemnified Parties, for any loss or damage to its personal property, or loss of use, occurring out of the use of the Licensed Area or RTD Property, except loss or damage resulting from the negligent or willful acts or omissions of Licensor or its employees or agents. Licensee covenants that no insurer shall hold any right of subrogation against Licensor or its agents, officers, employees or licensees. This Section shall survive expiration or earlier termination of this Agreement.
- F. NO DEDICATION; THIRD PARTIES.** Nothing herein shall be deemed to be a gift or dedication of any portion of the Licensed Area to the general public, or for any public use, or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any Party shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Agreement.
- G. GOVERNMENTAL IMMUNITY.** The Parties acknowledge and agree that no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights,

benefits, protection or other provisions of the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

- H. BREACH.** Any failure of Licensee to fulfill any of Licensee’s obligations hereunder shall constitute a breach of this License and subject Licensee to immediate termination of the Agreement, as well as damages and costs, including attorneys’ fees and any other rights and remedies available to Licensor provided by this Agreement, in law or in equity. A breach of Licensee’s permit, license or other agreement to operate in a local jurisdiction within the RTD District shall likewise constitute a breach of this Agreement.

- I. APPLICABLE LAWS; VIOLATION.** Licensee shall use and occupy the Licensed Area in a safe and careful manner and shall comply with all applicable ordinances and regulations of the city and county in which the Licensed Area is situated, the laws of the State of Colorado and of the United States of America, and all other rules of governmental authorities as may be in force and effect during the Term. If at any time the use of the Licensed Area or RTD Property by Licensee violates said applicable ordinances or laws, Licensee shall cease and desist from continuing such use and shall surrender the Licensed Area upon demand by RTD.

- J. ADDITIONAL LICENSEES.** Licensee understands and agrees that during the Term, facilities on the RTD Property will be used by the public or otherwise, and Licensee shall conduct Use so as not to unreasonably interfere with such other uses.

- K. RTD EQUIPMENT.** Licensee shall not use RTD equipment, tools or furnishings located in or about Licensed Area without prior approval by RTD.

- L. NOTICES.** All notices herein shall be in writing and shall be personally delivered; mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses given below or at such other address that may be specified by written notice in accordance with this Section, or sent by confirmed electronic mail transmittal:

Licensor: Regional Transportation District	Licensee: [Name Here]
RTD Manager, Planning Coordination	_____ [Address]
1560 Broadway, Suite 700	_____ [Address]
Denver, CO 80202	_____ [City] _____ [Zip Code]
Paul.DesRocher@RTD-Denver.com	

with a copy for legal Notices to:

RTD General Counsel
1660 Blake Street
Denver, CO 80202

M. ENTIRE AGREEMENT. This Agreement represents the entire agreement between the Parties regarding the Use of RTD Property, including the Licensed Area.

N. AMENDMENT. No change, alteration or modification to any of the provisions hereof shall be effective unless contained in a written agreement signed by the Parties.

O. WAIVER; SEVERABILITY. The failure of either Party to exercise any right hereunder, or to insist upon strict compliance by the other Party, shall not constitute a waiver of either Party's right to demand strict compliance with the terms and conditions of this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, its unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

P. SURVIVAL. The provisions of this Agreement that are not expressly deemed to survive termination but would by their nature or terms survive termination or expiration of this Agreement regardless of the cause, shall remain in full force and effect.

Q. GOVERNING LAW AND VENUE. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado. Jurisdiction and venue for all disputes shall be in the City and County of Denver and Licensee expressly submits itself to the jurisdiction thereof.

R. AUTHORITY OF THE PARTIES. The Parties each represent that it has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law to legally authorize the undersigned signatories to execute this License on behalf of the Parties and to bind the Parties to its terms.

S. COUNTERPARTS. This Agreement may be executed in counterparts. Signatures on separate originals shall constitute and be of the same effect as signatures on the same original. Electronic and faxed signatures shall constitute original signatures.

T. ORDER OF PRECEDENCE. In the event of any conflict between this Agreement and the exhibits attached hereto, the License Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

LICENSOR:

REGIONAL TRANSPORTATION DISTRICT

By: _____

Date

APPROVED AS TO LEGAL FORM FOR RTD:

By: _____

Dana E. Steele
Associate General Counsel

Date

LICENSEE:

By: _____

Date

Name: _____

Title: _____

Exhibit A – RTD Properties included in the Licensed Area TIER 1

Properties (Denver License Only)

List of RTD Properties located within the City and County of Denver:

Stations/Park-n-Rides with Stencils
10 th and Osage Station
30th & Downing Station
Alameda Station
Civic Center Station
Central Park Station
Colfax Station
Colorado Station
Decatur - Federal Station
I-25 & Broadway Station
Knox Station
Louisiana/Pearl
Mile High Station
Perry Station
Sheridan Station
Union Station
University Station
Yale Station
Auraria West Station

Stations/Park-n-Rides without Stencils
Belleview Station
Colfax at Auraria Station
Southmoor Station

Tier 2 Properties (Includes Tier 1 Properties and the Properties Listed below)

List of RTD Properties located outside the City and County of Denver:

Stations/Park-n-Rides with Stencils
13th Ave Station
2nd Ave & Abilene Station
Aurora Metro Center Station
Arapahoe at Village Center Station
Alameda & Havana PnR
County Line Station
Dayton Station
Dry Creek Station
Evans Station
Fitzsimons Station
Florida Station
Iloff Station
Jefferson County Government Center - Golden Station
Lincoln Station
Nine Mile Station
Perry Station

Stations/Park-n-Rides without Stencils
8th and Coffman PnR
27th and Broadway PnR
39th & Table Mesa PnR
104th Avenue & Revere PnR
Aspen Park PnR
Bergen Park PnR
Boulder Church of the Nazarene PnR
Boulder Junction at Depot Square Station
C-470 & S University Blvd PnR
El Rancho PnR
Englewood Station
Evergreen PnR
Federal Center Station
Genesee Park PnR
Highlands Ranch Town Center PnR
Hwy 119 and Niwot Road PnR
Ken Caryl & C-470 PnR
Lafayette PnR
Lakewood - Wadsworth Station
Lincoln & Jordan PnR

Littleton - Downtown Station
Littleton - Mineral Station
Longmont PnR
Lutheran Church PnR
Lyons PnR
Nederland PnR
Oak Station
Olde Town Arvada PnR
Olympic Park PnR
Orchard Station
Paradise Hills PnR
Parker PnR
Pine Junction PnR
Pinery PnR
SH 93 and SH 72 PnR
Smoky Hill & Picadilly PnR
Tantra Drive & Table Mesa PnR
Thornton PnR
US 36 & Broomfield Station
US 36 & Church Ranch Station
US 36 & Flatiron Station
US 36 & McCaslin Station
US 36 & Sheridan Station
US 36 & Table Mesa Station
US 85 & 72nd Ave PnR
US 85 & Bridge St PnR
US 285 & Mountain View PnR
US 285 & Twin Forks PnR
US 287 & 21st Avenue PnR
US 287 & Niwot Road PnR
Wadsworth & Hampden PnR
Wagon Road PnR
Ward Road & I-70 PnR

Exhibit B

RTD Dockless Mobility Device Operating Instructions

1. RTD Expectations.

Dockless Mobility Devices (DMDs) are a new form of transportation operated and tracked via a GPS-enabled smartphone app, and may take the form of a bicycle, scooter, or other similar mobility device. RTD recognizes that they mobility solutions may offer first and last mile connections to stations and encourages the utilization such options. At the same time, RTD must ensure the safety of all our passengers and, therefore issues the following expectations and conditions of the Dockless Mobility Device Operators (DMOs) to operate at RTD transit facilities. It is the sole responsibility of the DMO to maintain assets on RTD property, as outlined in RTD's License Agreement. RTD reserves the right to change or update these Operating Instructions in its discretion as part of the DMD pilot program.

- 1.1.** RTD will designate specific parking areas at certain RTD operated rail and bus facilities designated in **Exhibit A** to the License Agreement ("RTD Facility" or "RTD Facilities"). It is the responsibility of the DMO to ensure DMDs are parked and rebalanced at those designated locations at all times.
- 1.2.** Designated parking spaces will be shared amongst all DMOs granted a license agreement by RTD ("License Agreement"). DMOs shall inform its customers of appropriate parking etiquette and designated parking locations at RTD Facilities as outlined in these instructions. Additional space will be considered where demand warrants it.
- 1.3.** RTD expects that DMOs will use will make use of its inherent operating technology, including Global Positioning Systems (GPS) or Radio Frequency Identification Device (RFID), to facilitate compliance with the License. For example, DMOs may visually designate parking areas within its mobile applications, DMOs may notify a user when a DMD moves into the parking space defined by the geographic fence, with alerts such as a text or push notification to notify the user that the DMD has been properly parked. Conversely, the user could be sent an alert if they attempt to improperly park the DMD outside of the locations pre-defined by the geographic fence. This technology allows DMOs to specify to their customers where a DMD can be properly parked and to create an exclusion zone that prevents the DMD from being locked in prohibited areas, such as those identified in Section 2.
- 1.4.** Please note that many RTD bus stops are located in public right of way and some train stations are not operated by RTD, including the University of Colorado A Line. These Operating Instructions apply to the RTD Facilities that are owned and operated by RTD listed on **Exhibit A**.
- 1.5.** Any DMD that is improperly parked in accordance with these guidelines shall be subject to impound.

- 1.6. DMDs utilizing a “lock-to” mechanism may park in a portion of existing RTD bicycle parking or may use the stenciled area, where available.



Figure 1 - RTD Dockless Stencil Prototype

Parking

2. Parking Locations

- 2.1. RTD has defined Park-n-Rides and bus and rail stations where DMDs can be parked as indicated in **Exhibit A**.

2.1.1. Stencils. When a physically identifiable marker such as stencil exists, customers must park the DMD in that area. These designated areas may take the form of a painted area on the ground as generally depicted in Figure 1 above, vertical signage, bike racks, or another DMO-defined solution approved by RTD. If this marker is moved, expanded or otherwise modified by RTD at any location, RTD will provide the DMO with notice of the change to the contact provided in Section 3.5.

2.1.2. No Stencil. At an RTD Facility with no physical marker or pre-existing agreed upon parking location, DMDs shall be parked upright and adjacent to existing bike parking racks.

If no bike racks are present, DMDs shall be parked in a manner that does not create a Safety Hazard or Obstruction as defined in Sections 2.3.1 and 2.3.2. DMDs shall not be parked at existing racks because they may limit bike parking for RTD customers.

2.1.3. “Lock-to” DMDs Bikes with “lock-to” mechanism may use existing RTD bike racks or procure and install their own bike racks after receipt of RTD’s prior written concurrence. Lock-to device operators must provide account/code to RTD for unlocking in cases of emergency.

2.2. DMOs shall inform its customers of appropriate parking etiquette and designated parking locations at RTD Facilities. The License Agreement dictates that all DMDs must be parked within defined stenciled areas when such defined areas exist, or may be subject to impound.

2.3. Pursuant to the License Agreement, RTD in its discretion, may remove DMDs from RTD Facilities at any time without prior notice to the DMO. The following scenarios apply:

2.3.1. Safety Hazard. When improperly parked DMDs create a safety hazard or prohibit the typical operational movements of RTD or its patrons, RTD in its sole discretion may remove or cause to be removed DMDs without notice to DMOs. Instances of improperly parked DMDs creating a safety risk or prohibiting typical operational movements include, but are not limited to:

- i. DMDs parked within in any operating environment for any RTD bus or rail vehicle that pose an immediate concern.
- ii. DMDs inhibiting the free movement of passengers with disabilities (see Figure 2 below).
 - a. DMDs must maintain transit vehicle “clear zones” of no less than 7.5 feet from a transit boarding platform or at least 10 feet from any rail tracks. DMDs parked closer than this cause conflicts with loading and unloading of RTD passengers, especially those who require the use of a mechanical lift system due to a physical disability, and is in violation of RTD requirements.
 - b. DMDs located on an ADA ramp at any RTD facility or a “highblock” at Light Rail Transit (LRT) stations, (see Figure 3 below).
 - c. Additionally, Figure 2 indicates the dimensions required of a bus lift system, which is deployed at on-street stops and Park-n-Ride facilities. This area must never be encroached upon by DMD customers or during re-balancing.

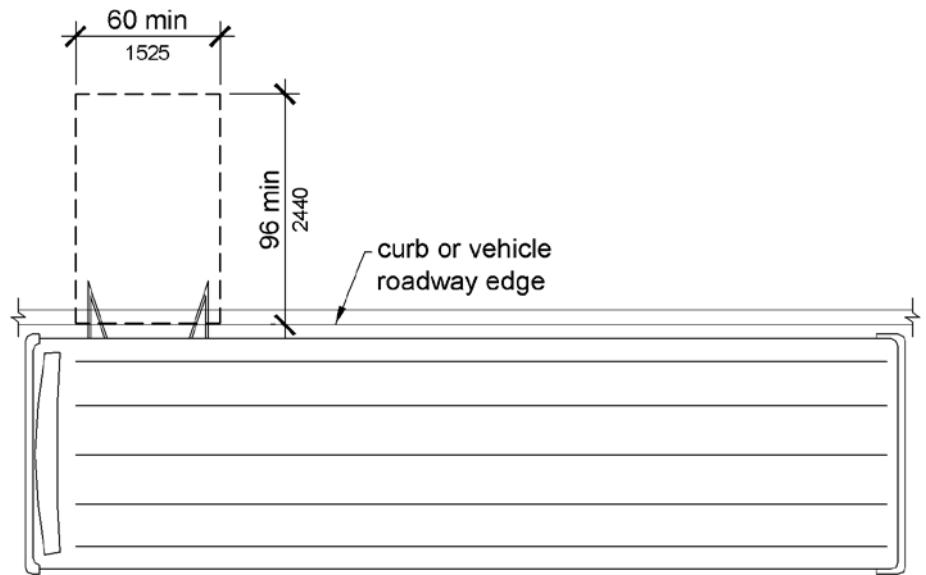


Figure 1p - ADA Boarding Area Diagram

2.3.2.Obstruction. When DMDs are parked in locations that affect the use of an RTD facility, RTD in its sole discretion considers them an obstruction and will impound or notify DMOs that such assets must be collected and removed from RTD Facilities if not moved by RTD. DMOs must collect and remove assets within 90 minutes of being notified by RTD.

Instances when DMDs will be considered an obstruction include but are not limited to:

- I. DMDs parked at any RTD facility that affect the free movement of passengers within or about the RTD Facility.
- II. DMDs located within automobile parking spaces or right-of-way.
- III. DMDs blocking ADA ramps or not leaving enough clearance for mobility devices, such as wheelchairs, to pass unimpeded.



Figure 2- Light Rail Station Highblock

2.3.3.Surplus. When DMDs at any one RTD Facility are outside the area designated by RTD for DMD parking, DMO is required to “rebalance” DMDs in the designated parking area. RTD may notify DMOs that DMDs must be collected and removed, but it is ultimately the responsibility of the DMO to monitor and enforce DMD parking at RTD Facilities.

If RTD or the DMO determine that parking is not sufficient to meet customer demands, the DMD and RTD will work together to determine if additional parking space at a given RTD Facility is available.

2.3.4.Retrieval. RTD reserves the right to request impound of any improperly parked DMD on RTD property. RTD has reached an agreement with APT Service to impound improperly parked DMDs. Their contact information is as follows:

APT Service
4400 Delaware St
Denver CO 80216
303-455-1264
Attn: Karen

2.3.4.1. Costs of retrieval of a DMD from impound shall be borne solely by the DMO, not RTD. The estimated cost to retrieve a DMD from impound is currently \$150.

3. Operations – Station Inspections, Reporting and Data Sharing.

3.1. Operations DMDs are not permitted on board any RTD transit vehicle including, but not limited to, commuter rail, light rail, regional and local buses, or call-n-Ride vehicles. DMDs will not be permitted to be ridden in transit vehicle lanes, transit platform areas, including and especially the 16th St. Mall. DMO’s should instruct customers to dismount when entering RTD station areas or the 16th St. Mall.

3.1.1. Note that non-electric assist bicycles are allowed on the 16th St. Mall Transitway on Saturdays and Sundays.

3.2. Station Inspections and Reports. DMOs shall continuously monitor all RTD Facilities for improperly parked DMDs and inspect stations in real time. DMO shall provide RTD with a monthly report indicating the date and time that each inspection, collection and rebalance was performed at each RTD Facility and the numbers, dates and times that DMDs were parked or relocated at each RTD location. Inspections are primarily completed to ensure that all DMDs are parked within the stenciled areas.

3.2.1. Inspection Reports. The DMO shall provide the following information in the Inspection Reports: In addition to the information listed in Section 3.2 above, the date and time of inspections, number of DMDs parked inside and outside of licensed areas for each RTD Facility, actions taken to re-park improperly parked DMDs, desire to expand or contract parking areas, and any other notes pertinent to operations at each licensed area.

3.2.2. Submittal Inspection Reports shall be submitted via email monthly or in real-time, whichever is most expedient, or upon RTD's request, in a format acceptable to RTD to the RTD contact as follows:

Paul DesRocher, Manager, Planning Coordination, paul.desrocher@rtd-denver.com, 303-299-2584

3.3. Trip Data. DMOs shall provide anonymized trip data for DMD trip originating from or completed at RTD Facilities identified below. Any data shared with RTD shall not reveal any propriety or Personally Identifiable Information (PII), including, if necessary, truncating or otherwise modifying trip data to prevent or hamper the re-identification of individuals based on exact pickup and dropoff locations. DMOs will immediately notify RTD if PII is being shared, sold or otherwise distributed outside of the DMOs' internal team or its contractors (e.g., customer support vendors) and service providers (e.g., third party data centers). RTD believes PII can jeopardize the safety of our system and takes this issue very seriously. RTD will request the same data reports that the City and County of Denver have requested, as identified below.

3.3.1. Trip Data Inclusions:

Field	Description
App downloads	Total # of app downloads in relation to active users
Utilization rates	How many assets are deployed in relation to the # of users per day/per vehicle, time of day, day of week
Repeat users	Number of users who take more than one trip
Frequency of use for repeat users	How often repeat users are engaging the service
Rental time (start/origin)	Time and location info of where rental transaction initiated
Rental time (end/destination)	Time and location info of where rental transaction ended
Opportunity Areas	Trips originating in or destined for designated Opportunity Areas
Trip Distance/ Length of Time	Trip distance (mileage) and length of time (minutes)
Rental duration	Total rental time per vehicle, per user, and per day
Peak times/days	Highest times of utilization throughout the AM period and PM period with utilization numbers included; weekend vs weekday utilization numbers
Opportunity Areas	Trips originating in or destined for designated Opportunity Areas
GPS Vehicle Location Information	Information regarding vehicle movements (i.e. highly utilized route information)
Battery information per vehicle (if applicable)	Information regarding average charge of vehicles and % not operational due to low battery charge
Vehicle maintenance reports	# of maintenance issues reported by users, # of actual maintenance tickets/actions taken; incidents of theft and vandalism
Deployment information	How many vehicles are out of service at any given time for maintenance, recharging, etc.
Parking compliance information	% of vehicles parked at transit stops/stations, % of vehicles near transit stop/station parked in dockless parking zones (where applicable)
No ride/no parking zones	Compliance with designated no ride/no parking zones
Anonymized user information	Any demographic info captured, anonymized
Purpose	Purpose of trip details (commute, recreation, etc.) as possible.
Payment details	How are users paying (credit card, Pay Near Me, phone transactions, etc.)
Discount program details	# of users who utilized a discount program (senior, youth, low income, etc.)
Crash details	Details specific to any crash incidents involving a operator's vehicles/users
User feedback	Record of compliments/complaints and content of each
User incentives tested, gamification strategies, etc.	Provide information on gamification/incentive strategies tested and the success levels of each.
Customer service ticket counts	Customer service information - resolution rate, response times etc.

3.3.2. Submittal - Trip Data shall be submitted via email dashboard, or secure FTP site, monthly or in real-time, whichever is most expedient, to the RTD Project Manager identified below.

Paul DesRocher, Manager, Planning Coordination, paul.desrocher@rtd-denver.com, 303- 299-2584

3.3.3. Failure to comply with inspection or data sharing is grounds for revocation of the DMD parking license.

3.4. Removal. RTD may contact the DMO to remove or re-park a DMD when improperly parked outside of the licensed area. However, RTD reserves the right to remove, relocate or cause to be impounded any DMDs that are improperly parked at RTD stations, without advance notification to the DMO. The DMO is solely responsible for the costs associated with relocation and recovery of impounded DMDs.

3.4.1. Lock-to devices must provide an account/code to RTD for unlocking in cases of emergency. This will allow RTD to remove the DMD should it be locked in a location that poses a threat to public safety or blocks access to a platform or station.

3.5. DMO Contact Information. DMOs will provide RTD Security Command staff identified below with current contact information for a DMO employee, agent, contractor, subcontractor or representative who can be reached twenty-four hours a day, seven days a week, in the event of an emergency or urgent operations matter.

RTD Security Command Center, transitwatch@rtd-denver.com, 303-299-2911.

RTD will instruct customers to report problems with DMDs at transit stations via RTD's Transit Watch app which can be downloaded via [iOS](#) or [Android](#).

3.6. Costs. DMOs shall be responsible for all costs incurred by the DMO for the operation of its DMDs at RTD facilities, including RTD's Commuter Rail and Light Rail Stations, Park-n-Rides, and bus stops.

3.7. Charging. RTD will explore potential DMD charging options at the stenciled areas, but this may be a longer term development and is not an RTD obligation within this agreement. If charging options are integrated at

stations, RTD will combine them with the stenciled areas and expect DMDs to instruct/incentivize consumers to park the DMD at the chargers.