

**DRAFT: TERMS AND CONDITIONS FOR THE PERMIT TO OPERATE A PUBLICLY ACCESSIBLE
ELECTRIC SCOOTER SHARING SYSTEM ON PUBLIC RIGHT-OF-WAY IN HOWARD COUNTY
AS OF 3/12/20**

Article I. Definitions

For the purposes of this permit, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific article or paragraph of this document. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

A. Publicly Accessible Electric Scooter Sharing System: a program providing electric Scooters for short-term trips without requiring the installation of any infrastructure within Howard County other than the deployment of scooters or utilizing a docking system for charging that is deployed and maintained by the permit holder with the written approval of a property owner.

B. Scooter: an “electric low speed scooter”, as defined in the Maryland Annotated Code, Transportation Article, Section 11–117.2 that is available to the public for rental through a rental system that can be parked with or without a physical dock.

C. Scooter Parking Area: the following areas where Scooters may be parked, provided that a minimum 4-foot clear zone for pedestrians is maintained at all times:

1. On a public sidewalk;
2. In the public right-of-way between the sidewalk and the curb; and
3. At a bike rack;
4. At a docking station or other approved location on private property, with explicit written permission of the private property owner.

D. Speed Governor: a device that ensures the motor of a Scooter is incapable of propelling the vehicle at a rate of speed in excess of the mandated speed limit on level ground.

Article II. Responsibilities of Permit holder

A. Fleet

1. Permit holder may operate Scooters, the countywide total of which shall not be less than 100 Scooters and no more than 200. A permit holder may reduce to less than 100 operating Scooters during inclement weather, with prior notification to the Howard County Office of Transportation (OOT).
2. Permit holder shall certify that all Scooters deployed are equipped with a Speed Governor that ensures the vehicle will not travel in excess of fifteen (15) miles per hour on level ground.
3. Permit holder shall ensure each Scooter is in working order, well maintained, and clean.
4. Permit holder shall affix its logo to each Scooter in Howard County so that it is clearly visible and shall not allow other logos or advertisements to appear on any Scooter.
5. Permit holder shall provide at minimum a toll-free telephone number, email, and website address on each Scooter stating how to report an incorrectly parked Scooter. This information shall also be provided in a format readable by the blind and visually impaired.
6. Permit holder shall display a unique identification number on each Scooter deployed.
7. Permit holder understands that Scooters are included within the legal definition of "bicycle" under Section 11-104 of the Transportation Article, MD Annotated Code. Therefore, Scooters are specifically allowed to operate in the same locations as bicycles. In Howard County, this includes on sidewalks except where signs are posted to prohibit use.
8. Permit holder shall certify that all Scooters deployed meet the ANSI/CAN/UL Standard for Electrical Systems for Personal E-Mobility Devices (UL Standard 2271 or 2272), in addition to any applicable federal or state safety laws or regulations. As an alternative to certification of UL Standard 2271 or 2272, and contingent upon County approval, permit holder may submit documentation demonstrating that Scooters meet a standard that provides equivalent safety protections.
9. Permit holder shall inform Scooter users of all applicable State and County laws and regulations, including, but not limited to, those regarding speed limits, parking, age restrictions, helmet usage and sidewalk riding. Permit holder shall also provide safety tips to users. This information must be provided on program app and website. Permit holder must attend a minimum of two (2) community events per year to educate potential users on laws, regulations, and safety tips regarding Scooters. All users must explicitly confirm that they are aware of all applicable laws, regulations, and safety tips before using a Scooter.
10. Permit holder must ensure Scooters can be located and unlocked using a smartphone application, or by manually entering a customer's account number.
11. Permit holder must have the ability to restrict Scooter use and Scooter parking in unauthorized private areas through electronic geofencing.
12. Permit holder must provide Howard County with access to its smart phone application used to rent trips, that allows certain Howard County employees to unlock any improperly parked Scooters for the purpose of moving such vehicles to the nearest available proper parking location.

13. Permit holder must provide Howard County with at least five (5) account logins for which rentals will be free of charge, for testing purposes only.
14. All Scooters must be equipped with on-board GPS technology that does not obtain spatial information by relying on a customer's smart phone.
15. GPS data shall be transmitted from all Scooters at a minimum of every 90 seconds while in use to ensure accurate location data is conveyed.
16. GPS data shall be transmitted from all Scooters at a minimum of every 30 minutes while parked to ensure accurate location data is conveyed.
17. Permit holders shall not require customers to grant location services from their smart phones, and shall not require access to contacts, photos, or other personal files. Permit holders may request that customers "opt in" to granting location services for improved functionality, provided that failure or refusal to grant location services shall not result in a customer being unable to use the permit holder's Scooters.
18. Permit holder shall ensure customer data privacy and that operator policies are in accordance with Howard County's data privacy policies. Permit holder shall not share any personal data of customers who use their mobility services with third parties (e.g. advertisers, investors etc.). Exceptions to this prohibition include third parties with whom the permit holder has contractual agreements to conduct business transactions (e.g., payment processing), or when data sharing may be required by Howard County, state or federal law. Permit holder shall provide clear notification to customers and to Howard County about what data will be accessed and explain how and why data will be used.
19. Permit holders are required to turn off access to their Scooters daily between the nighttime hours of midnight to 5am.
20. Permit holder shall cooperate with Howard County requests to suspend or alter service and remove Scooters from public space during extreme weather events, health emergencies related to communicable diseases, or special events.
21. As part of the Permit application process permit holder shall file an operational plan with OOT. Operational plans shall include, at a minimum:
 - a. Hours and days of operation, and any limitations thereon.
 - b. Communication methods for educating users about safe operations and proper parking.
 - c. Procedures for ensuring that the Scooters are safe for use and well maintained.
 - d. Procedures for responding to extreme weather events and special events.
 - e. Procedures for responding to complaints.
22. Permit holder shall not provide access to Scooters for anyone under 18 years of age.
23. Permit holder shall encourage the use of helmets through incentive programs like discounts or giveaways.

24. Permit holder shall provide an affidavit that they have permission from the Columbia Association to operate on Columbia Association pathways as well as affidavits for any other permissions to operate on private property. Affidavit from Columbia Association must be provided at the time of Permit application. Affidavits from other private property owners shall be provided at the time of Permit application and as they are obtained during the Permit term.

25. Permit holder shall provide a publicly accessible website that is compliant with the American Disabilities Act.

B. Parking

1. Scooters must be parked:

- a. To maintain a pedestrian travel space to a width of at least four (4) feet.
- b. To maintain unimpeded access to entrances to private property or driveways.
- c. To maintain unimpeded access to bus stops and shelters.
- d. To maintain unimpeded access to curb ramps, crosswalks and intersections.
- e. To maintain vehicular travel area for any vehicle.
- f. To ensure the Scooter remains upright.
- g. Outside of any protected tree planting or landscaped area.
- h. On public property or on private property with the expressed written consent of the private property owner.

2. Permit holder will use all of its communication platforms to educate users on proper Scooter parking including compliance with the American Disabilities Act and will track, verify, and incentivize proper parking.

3. Permit holder will remove improperly parked Scooters in accordance with local law and without prior notice from Howard County.

4. When a Scooter is incorrectly parked (i.e., violates any term of paragraph 1 of this section), Permit holder shall move that Scooter within two (2) hours of notification, including notifications through its communication platforms.

5. Permit holder shall not allow parking of Scooters or trips to terminate on property that is not public right-of-way within Howard County, without the consent of the property owner.

6. Permit holder shall only distribute Scooters in operating zones 1, 2 and 3, as shown in Exhibit A. Scooter trips may terminate outside of zones 1, 2 and 3, but a new trip will not begin outside of these zones. Permit holder shall move Scooters parked outside of these operating zones back into an operating zone within 24 hours.

7. Permit holder must demonstrate the capability to install and operate scooter docking stations and incentivize users to park at docking stations and other designated parking areas.

8. If a Scooter has not moved from the same location for five (5) consecutive days, permit holder will relocate the vehicle to another location.

C. Permit Fees and Performance Bond

1. Permit holder agrees to pay an annual application fee of ten thousand dollars (\$10,000) per permit. The permit fee is applicable to the timeframe stated in article IV A. of this document. If more than half of the permit timeframe has passed at the time of permit acceptance, the permit fee is reduced to five thousand dollars (\$5,000).

2. Permit holder agrees to provide a ten thousand dollar (\$10,000) refundable bond or other security acceptable to the Howard County Office of Transportation (OOT) to be retained in the event the permit holder fails to remove from the public right-of-way Scooters that are unsafe, unpermitted, or abandoned, or if Howard County must remove, relocate, impound, or store Scooters due to improper parking, safety hazards, or any other violation of these regulations or the terms and conditions of these terms and conditions. If the bond is completely depleted, the permit holder agrees to provide an additional ten thousand dollar (\$10,000) bond.

3. The Administrator of OOT may require compensation from the Permit holder's bond to recover all costs and penalties. The Administrator shall provide written notice to the Permit holder stating the reasons; the amount required; and the intended date of the withdrawal. The Administrator shall also advise the Permit holder that any objection must be submitted, in writing, no later than seven (7) calendar days after the date of the written notice. The Administrator shall provide a response to the request for reconsideration in writing to the Permit holder. If the Administrator denies the reconsideration, the notice must be sent to the permit holder at least three (3) calendar days before the Administrator initiates withdrawal from the security bond.

4. If permit holder's permit is revoked, any fees paid for the current or past months of operations will not be refunded by Howard County.

5. A permit issued is not assignable or transferrable to or shareable with any other business or person not identified in the Permit application.

D. Data and Reporting

1. Permit holder shall provide a publicly accessible application program interface, clearly posted on the company's website that shows, at minimum, the current location of any Scooters available for rental at all times. To protect customer privacy, vehicle locations should not be included for vehicles on an active ride.

2. Permit holder will follow Mobility Data Specification (MDS) to describe mobility vehicle trips and their routes, location and status of each vehicle at any point in time and historically. All trip data must be anonymized.

3. Permit holder shall provide a monthly report within 5 business days of the end of the month, using a template approved by Howard County. Monthly report will include data on Scooter usage, reported crashes, vandalism, theft, maintenance and repairs, customer service, and complaints.

4. Permit holder will notify the OOT within 24 hours of notification of any reported crash or injury involving the permit holder's Scooters that results in personal injury.

5. During the permit period, OOT may require the permit holder to conduct a user survey and a survey for the general public. Survey questions shall be submitted to OOT for review prior to initiating the survey. Survey results shall be shared with OOT.

E. Criminal Investigation

1. In the event a permit holder's Scooters are suspected to be involved in criminal activity, permit holder will provide the Howard County Police Department with any available data pertaining to the recent locations of Scooters and customer information pertaining to recent rentals of Scooters.

F. Insurance

1. At all times during the term of this Permit and any use of the public right-of-way by Permit holder pursuant to this Permit, Permit holder shall maintain the insurance coverage set forth below:

a. Commercial General Liability Insurance coverage of One Million Dollars (\$1,000,000) per occurrence with Howard County as an additional insured;

b. Workers' Compensation Insurance coverage for all employees involved in operations pertaining to this Permit including Employer's Liability Insurance coverage of at least One Hundred Thousand Dollars (\$100,000) per occurrence. Permit holder agrees to comply at all times with the provisions of the Workers' Compensation laws of the state of Maryland.

G. Indemnification

1. Permit holder shall defend, indemnify and hold harmless Howard County Government, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries (collectively "the Indemnified Parties"), from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney's fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of any and all legal liabilities associated with the use of the public right-of-way by Permit holder's vehicles, provided that Permit holder shall not be so obligated in the event that the claim or occurrence at issue arose out of the gross negligence or willful misconduct of the Indemnified Parties or any one of them.

2. Permit holder also agrees to hold harmless Howard County Government and its officers and employees for any loss or damage to persons or property, arising out of or in any way related to Permit holder's use of the public space, public right-of-way, or public structure.

H. Advertising

1. Permit holder shall not advertise or publish Howard County Government's participation in or endorsement of the program in Permit holder's marketing or promotional materials without Howard County's prior written consent.

2. Permit holder shall not utilize its Scooters for the sale or display of third-party advertising.

I. Anti-competitive behavior

Permit holder agrees not to engage in anti-competitive behavior with other Publicly Accessible Electric Scooter Sharing System operators, including falsifying data and sabotaging vehicles.

J. Revocation of Permit

1. Howard County may revoke the permit holder's permit for failure to comply with any of these terms and conditions.
2. In the event Howard County revokes the permit holder's permit, permit holder shall remove its Scooters from public space within fifteen (15) business days. Howard County may impound Scooters that are not removed from public space.
3. Howard County, in its sole discretion and without prior notice, may remove Scooters from the public right-of-way if an emergency arises. In such instances, Howard County will attempt to notify the permitted operator as soon as reasonably practicable thereafter.

Article III. Key Officials and Contact Persons

All notices, requests, modifications, and other communications that are required to be in writing shall be personally delivered or mailed via first class mail or emailed to the addresses below:

Howard County Office of Transportation

Administrator: Bruce Gartner

3430 Court House Drive, Ellicott City, MD 21043

410-313-0702 (office)

bgartner@howardcountymd.gov

Article IV. Effective Date, Term of Permit, and Modification

- A. The Permit shall be effective on June 1, 2020 and shall remain in effect until May 31, 2021.
- B. Any modification of this Permit shall be valid only if approved by OOT in writing.

Article V. Required and Standard Clauses

A. Monitoring and Records. Permit holder will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements. OOT shall maintain records of all actions taken pursuant to the Permit and these terms and conditions and shall make records available to Permit holder for inspection, if requested.

B. Assignment. No transfer or assignment of the Permit, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by OOT.

C. Confidential Information. OOT and Permit holder will use, restrict, safeguard and dispose of all information related to the Permit and these terms and conditions, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either OOT or Permit holder in the performance of responsibilities associated with the Permit and these terms and conditions shall remain the property of OOT.

Article VI. Affirmations

A. Authority. Permit holder has the power to enter into this Permit and the undersigned has full power, authority and legal right to enter into this Permit and to undertake the implementation of the Permit contemplated herein.

B. Good Standing. Permit holder certifies that it has is registered to do business in, and is and shall remain in good standing in, the State of Maryland.

Article VII. Termination

Notwithstanding the provisions in Article III and the Revocation clause of the Permit, OOT may, for any reason, terminate the Permit and these terms and conditions in whole or in part by giving 30 days advance written notice to Permit holder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the date specified below. By signing below, [Permit holder NAME] agrees to be bound by these terms and conditions.

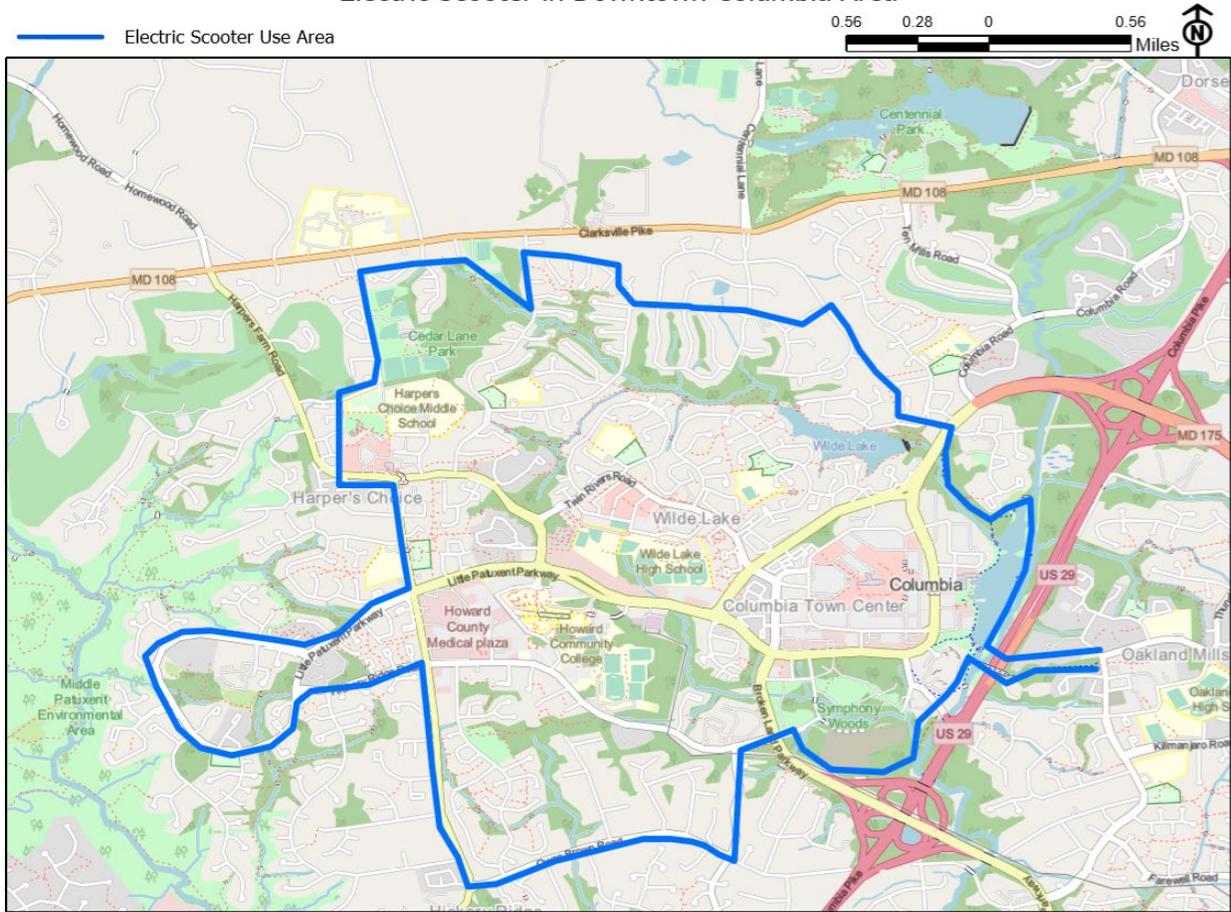
[Permit holder NAME]

By: _____ Date: _____ [NAME] Authorized
Representative – [Permit holder NAME]

Exhibit A: Maps of Operating Zones

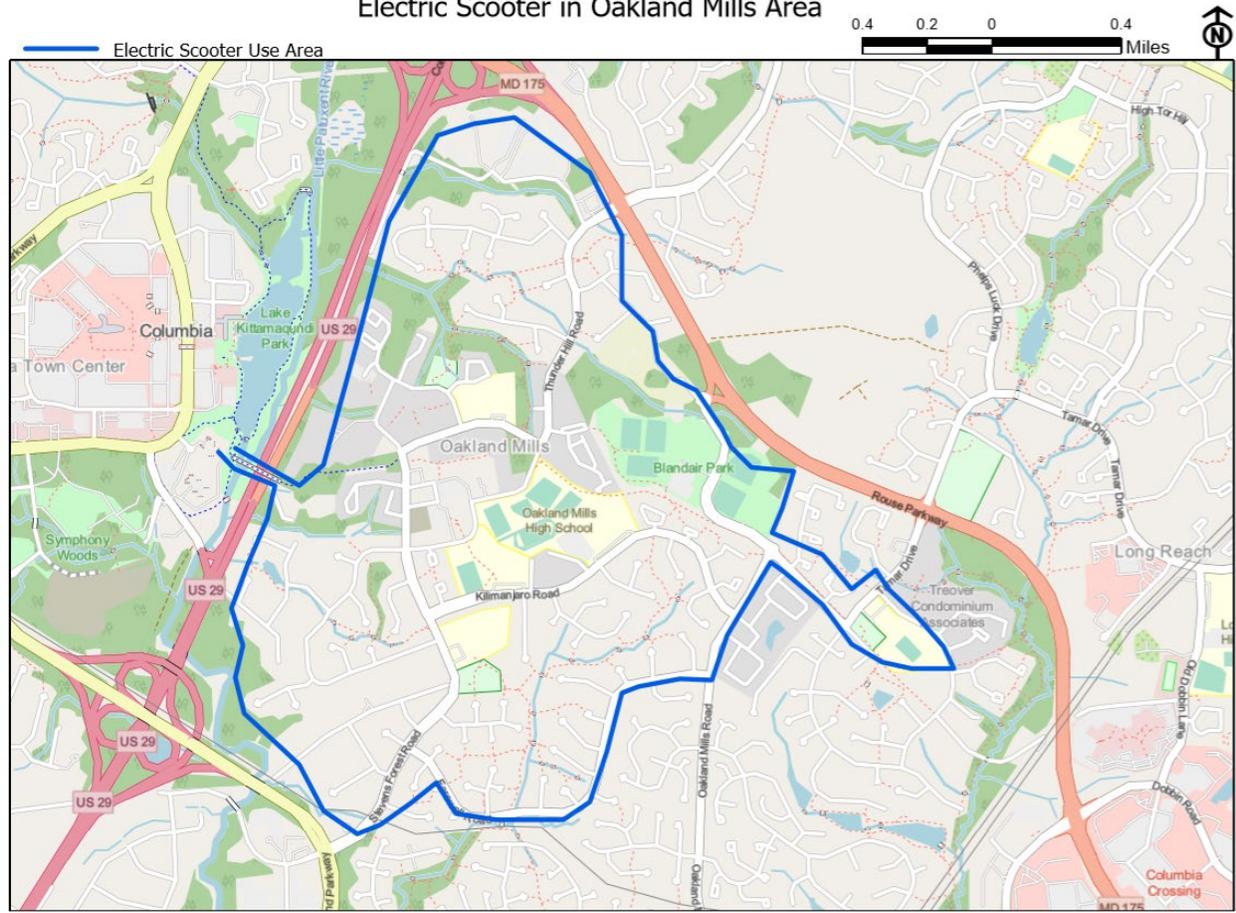
Zone 1:

Electric Scooter in Downtown Columbia Area



Zone 2

Electric Scooter in Oakland Mills Area



Zone 3

Electric Scooter in Columbia Gateway Area

