

Term Sheet

DALY CITY TERM SHEET

Pricing

- **Membership Fees and Pricing:** Membership and ebike fees in Daly City will be consistent with system wide pricing as outlined in Section 4 of the Regional Funding Agreement and Section 9 of the Program Agreement, including but not limited to:
 - Current annual membership cost of \$150, with Section 4.1 of the Regional Funding Agreement and Section 9.2.1 of the Program Agreement allowing for increases by CPI plus 2%
 - Ebike per minute fees of \$0.15/min for members, subject to CPI plus 2% increase and subject to meeting RFA Section 8.2 membership threshold
 - Monthly pass accumulator, as outlined in Section 4.3 of the Regional Funding Agreement
 - Lyft will retain ridership revenue as it does across the Bay Wheels system
- **Bikeshare for All:** Users in Daly City will be offered the same Affordability Option (Bikeshare for All) as outlined in Section 9.3 of the Program Agreement. Users in Daly City who sign up for the Affordability Option, will have the same price protections as in other cities, as outlined in Section 4 of the Regional Funding Agreement and Section 9 of the Program Agreement, including but not limited to:
 - \$5 annual membership for the first year
 - Member ebike trips capped at \$1

<p>Security of Investment/Capital</p>	<ul style="list-style-type: none">● Ownership: Ownership is subject to the terms of the Regional Funding Agreement, Section 6, and included below for reference:<ul style="list-style-type: none">○ <i>6. Ownership.</i>○ <i>6.1 Title at Time of Funding. Lyft will retain title to the Funded Equipment, subject to MTC's rights under Section 6.2 below. Except as set forth in Section 7.5 below and where spare parts as outlined in Section 8.3 are applicable, neither Party will have any obligation to replace any of the Funded Equipment, whether lost due to theft or vandalism or otherwise.</i>○ <i>6.2 MTC Right to Take or Transfer Title. Upon expiration of the Program Agreement, or in case of early termination by Lyft, or by MTC pursuant to Section 10 below, MTC may, upon written direction to Lyft, elect to (a) take title to the Funded Equipment, (b) require Lyft to transfer title to a third party of MTC's selection with terms to be negotiated between such third party and MTC, or (c) allow title to remain with Lyft, and in the case of this subsection (c) MTC may request that Lyft remove from service the Funded Equipment. In the case of subsection (a) and (b) in the previous sentence, should MTC take title to the Funded Equipment or require Lyft to transfer title of Funded Equipment to a third party, Lyft shall provide or require applicable third parties to provide, either through license or transfer of ownership, all necessary copyright, patent, trademark, trade secret, and any other intellectual property rights to MTC or third party, as the case may be, necessary for operation of the Funded Equipment.</i>○ <i>6.3 Repurchase Obligation. In case of early termination by Lyft, or by MTC pursuant to Section 10 below, if MTC does not elect to take or transfer title to the Funded Equipment, Lyft agrees to repurchase the Funded Equipment at an amount prorated based on the elapsed time between the Effective Date, or the Funded Equipment purchase date, whichever is later, and the end of the Initial Term of the Program</i>
---------------------------------------	---

	<p><i>Agreement. The prorated amount would be the total value of the Funded Equipment divided by the elapsed time, in day increments as described above, multiplied by the difference between the end of the Initial Term of the Program Agreement and the termination date, in day increments. For any Funded Equipment that has not been deployed, Lyft agrees to repurchase at its full value.</i></p> <p>Security of Investment: If operating funds are not identified for the second year, MTC, Lyft and Daly City agree to adjust system as needed to reduce operating costs, such as reducing system size. If it's determined that the system will cease operating after Year 1, MTC has discretion, in consultation with Lyft, to move the equipment to a different city, prioritizing moving it to another expansion city, if such exists. If that is not possible, MTC may distribute it within the existing service area. Operating Costs, as outlined in term below, may apply. MTC will work in good faith with Lyft on the redistribution of equipment, considering aspects such as system health and finance impact.</p>
System Size	<ul style="list-style-type: none"> • Term: Lyft agrees to operate the system in Daly City for at least two years or until the end of the Program Agreement, subject to operating funding availability. If the Program Agreement ends before two years of operations in Daly City, Lyft may cease operations. At the end of the term or when operations have ceased, Lyft will work in good faith to remove equipment within 90 days or coordinate with MTC to identify a schedule for removing equipment to a place of MTC's discretion in accordance with the section above. • Docked-Only Cosmo E-bikes: MTC will be responsible for up to \$555,000 to fund Cosmo e-bikes, a total of 148 docked Cosmo e-bikes. Lyft agrees to purchase and deploy a minimum of 80 on-ground docked Cosmo e-bikes. Estimates of category distribution of e-bikes to be funded include: <ul style="list-style-type: none"> ○ On-ground docked Cosmo ebikes: 80 ○ Theft replacement (5% per year): 8

	<ul style="list-style-type: none"> ○ Bleed rate (bikes ending in San Francisco, 30% per year): 48 ○ Repairs/Maintenance (15% total): 12 ○ Total: 148 <ul style="list-style-type: none"> ● Lyft agrees to share data at monthly or quarterly meetings on theft, bleed rate and repairs/maintenance of the MTC funded ebikes. ● Lyft agrees to provide ‘Classic Mode’ on the Cosmo ebikes for all users whenever there are no classic bikes available at a station <p>Should MTC, Daly City and Lyft deploy less than 127 docks initially, the minimum on-ground bikes will be calculated by dividing the docks by 1.6 (the dock to bike ratio)</p> <ul style="list-style-type: none"> ● Classic Bikes: MTC may purchase up to 48 classic bikes at \$1,750 each plus PPI for up to \$76,800 at the current price. <ul style="list-style-type: none"> ● MTC and Lyft will monitor Cosmo ebikes in ‘Classic Mode’, a low power mode for the Cosmo ebikes which is priced the same as a classic bike. <p>If ‘Classic Mode’ is not performing well or not working effectively, as discussed as part of the Monitoring Meetings, MTC may opt to purchase additional classic bikes and swap them for on-ground Cosmo ebikes, for a fleet size not to exceed 80 bikes total.</p>
Stations	<ul style="list-style-type: none"> ● Hardware: MTC will be responsible for up to \$215,265 for new docking station to purchase 127 docks at \$1,695 per dock at the current price, and up to \$108,000 in installation and adjustment fees including CPI and PPI adjustments

- Lyft is responsible for purchasing, storing and installing 127 docks of the new Pillar station hardware, which can be installed as stations as small as 8 docks, and without a central kiosk.
 - **Installation Fees:** Installation fees are set at \$4,000 plus CPI Adjustment, with adjustments beginning January 1.
 - **Station Adjustments:** Lyft will provide station adjustments, making a station larger or smaller, at a cost of \$2,500/adjustment, if there is only one adjustment taking place on a day, or \$2,000/adjustment if there is more than one adjustment taking place on a day. The cost of a station plate is \$215/plate subject to PPI. For station expansions specifically, if an additional plate(s) is already installed and available to attach a new dock to, the associated cost is \$150 per dock. Station adjustment fees are subject to CPI increase, as outlined and defined in this term sheet.
 - **Station Permitting:** Lyft is responsible for producing station site plans, identifying potential station locations and applying for station site permits.
 - **Phased Deployment:** Lyft agrees to deploy equipment in a phased approach, to understand the best locations and size of stations, starting with roughly 80 docks, or a number determined by MTC and Daly City, with input from Lyft
 - **Deployment Schedule:** MTC, Lyft and Daly City will work to align on a deployment schedule of the remaining equipment, with the goal of creating a well utilized system and seeing the full value of the equipment
- Additional Docks:** MTC may purchase additional docks if additional operating costs are available, subject to the discretion of Daly City and input from Lyft.

	<p>Equity Priority Communities (EPCs): Lyft, MTC and Daly City will work together in good faith with an aim to maintain 20% of total stations in Daly City in EPCs or similar designated areas (including Daly City BART station), using Plan Bay Area 2050 Plus: https://experience.arcgis.com/experience/44ea7e82901e4132bc577328cec515ef. Lyft and MTC will revisit EPC locations in any future contracts with Electing Cities on a case by case basis, factoring in the planned service area and operational considerations.</p>
<p>Data and Investment Assessment</p>	<p>Data Review Meeting: Lyft will include Daly City data in the data it provides to MTC under the Regional Funding Agreement to show return on investment, in the same manner that data from other cities is included, including ridership trends, revenue, operational costs and capital investment depreciation, which will be reviewed in each Review Meeting.</p> <ul style="list-style-type: none"> • Monitoring Meetings: Lyft, MTC and Daly City will have monthly meetings for the first 12 months to discuss increasing or decreasing station size, adding new stations, adding Classic bikes, monitoring station performance and monitoring ‘Classic Mode’ <p>Data: In these meetings, Lyft will provide data showing: number of minutes each individual station was empty or full, number of times a user opened the app and no bikes were available within 400m of the session (absolute and percentage), number of one, two or three star ratings given by users to Classic Mode Cosmo rides and how this compares to standard ebike and classic rides, the wrench rate for Classic Mode Cosmo rides and how this compares to standard ebike and classic rides. Lyft will also provide updates on rideability and releasability to monitor how well the dock to bike ratio of 1.7 is working.</p>
<p>Operating Costs</p>	<ul style="list-style-type: none"> • Operating costs will follow Program Agreement, Appendix B Cost of Equipment as outlined for ‘Other Eligible Cities’ (attached) and summarized below

- *Cost to operate and maintain the Equipment is assessed as a per dock per month cost, subject to CPI Adjustment, during a 12-month period in which the average trip per bicycle per day for the entire bicycle fleet in such eligible city (subject to bicycle availability) as noted below:*

Table 1: Operating Costs (adapted from Appendix B Program Agreement)

<i>Contract Cost/dock/month</i>	<i>Cost /dock/month plus CPI*</i>	<i>Utilization</i>
<i>\$130</i>	<i>\$172.38</i>	<i><1</i>
<i>\$97.50</i>	<i>\$129.29</i>	<i>1</i>
<i>\$65</i>	<i>\$86.19</i>	<i>1.5</i>
<i>\$0</i>	<i>\$0</i>	<i>>3</i>
<i>*includes CPI adjustment for the 2023 year, see notes in the CPI Data Definition term</i>		

- **Year 1 Operating Costs:** Lyft agrees to provide a 25% discount for <1 utilization for the first year, so despite the fact that the Program Agreement would place first year operating costs plus CPI at \$172.38/dock/month, Lyft will actually charge \$129.29/dock/month
- **Billing Schedule:** Operations costs will be paid monthly, after receiving an invoice from Lyft.
- **Year 2 Operating Costs:** Operations costs in Year 2 will be based on the average utilization for the previous 12-month period for the entire bicycle fleet within Daly City.
- MTC is responsible for paying operating costs for docks that are installed and active. If docks are installed and activated part-way into a month, the cost will be pro-rated.

Daly City BART Station: MTC is not responsible for paying operating costs for the docks associated with the Daly City BART bikeshare station

<p>Consumer Price Index Data Definition</p>	<ul style="list-style-type: none">• The Consumer Price Index (CPI) measures the change in the price of a range of goods and services over time and the change in the index is referred to as the rate of inflation.• “CPI Adjustment”, as defined in the Program Agreement, shall mean, with respect to a specific cost, that such cost is subject to annual adjustment each January 1 based on changes in the CPI from the Effective Date to the date of adjustment.• Since the CPI data is available every other month, starting in February, February will be used to calculate the annual adjustment, and December 2015 will be used as the Effective Date.• The numbers are prepared by the <i>Bureau of Labor Statistics</i> for the <i>Consolidated Metropolitan Statistical Area</i> covering San Francisco, Oakland and San Jose. This series is generally used as representative of the CPI for the nine-county Bay Area region, although a change in the sample geography in 2018 means the index is now reported for the <i>San Francisco-Oakland-Hayward, CA Core Based Statistical Area</i>, covering Alameda, Contra Costa, Marin, San Francisco and San Mateo counties and not the remaining counties. The CPI index used is the Consumer Price Index for All Urban Consumers, as defined in the Program Agreement.• Using the raw Bureau of Labor Statistics CPI numbers, the change in consumer prices from contract execution (December 2015) through until February 2024 are used to calculate the CPI increase, since it refers to the annual adjustment each January 1 and February is the first data available for the calendar year. The consumer prices for all items is used. <p>The raw data is found here: https://data.bls.gov/PDQWeb/cu and here: https://abag.ca.gov/tools-resources/data-tools/consumer-price-index</p>
---	--

Payment Terms	MTC will pay 50% of the capital costs up front and 50% when the assets arrive in warehouse
Marketing	<ul style="list-style-type: none"> MTC and Daly City will have the right to market the program. Lyft will in good faith participate but does not have any financial obligation to the efforts <p>As required in Section 31.0 of the Coordination Agreement, Lyft will offer one safety training class per quarter in Daly City, during the first 4 quarters following launch, and after such, offer one safety training class every other quarter in Daly City.</p>
Key Performance Indicators and Liquidated Damages	<ul style="list-style-type: none"> KPIs: Daly City stations and bikes to be included in all existing KPIs (excluding KPI 13, Service Area Coverage SF) as outlined in Appendix A Key Performance Indicators and Liquidated Damages in the Program Agreement, and attached. Liquidated Damages will not apply to Daly City specific KPIs for the first 3 months, but Lyft will make best efforts to meet the KPIs during this period. If there are significant safety or upkeep issues with the system, specifically related to KPI 2, Graffiti Removal, KPI 3 Litter Removal and KPI 4 Bike Maintenance, Lyft will work in good faith to address the issues in a timely manner. KPI 11 Bike Availability will be assessed for the ebikes, requiring 90% of the on-ground fleet be available to rent. Lyft agrees to include Daly City in Liquidated Damages assessments after the first 3 months, but Lyft and MTC will revisit this for any future contracts with Electing Cities. Shared Revenue Formula: Daly City, in docks and trips, to be added to Shared Revenue Formula for calculating liquidated damages that are Program-wide, as referenced in the Coordination Agreement Section 10. When revenues are shared between the Public Entity Parties, the revenues shall be split according to the following formula: The share of Docks in each participating city will count for 70% of the allocation, and the share of Trips in each Participating City will count for 30% of the allocation

	<ul style="list-style-type: none"> • Ridership Revenue Hurdle: Daly City revenue to be added to the Ridership Revenue to determine the Total Ridership Revenue for the 4% cap on Liquidated Damages • Liquidated Damages: As outlined in the Coordination Agreement, Section 11 and included below, Daly City will be included in the liquidated damages assessment: <p style="margin-left: 40px;"><i>11.1 Liquidated damages from KPI violations are payable to MTC from Operator quarterly, based on invoices from MTC and any good faith contests from Operator. Where a KPI failure directly affects one or more Participating Cities but is not Program-wide, MTC will transfer the whole amount of liquidated damages received to the affected Participating Cities. Where a KPI failure is Program-wide, MTC will distribute the funds according to the formula described in Section 10. MTC will calculate liquidated damages following receipt of each monthly report and will share the results at the following Steering Committee meeting. MTC will transfer the amounts to the respective cities within 90 days of receiving liquidated damages from Operator.</i></p>
Data Reporting	<ul style="list-style-type: none"> • Lyft to make Daly City its own service area for data aggregation purposes. • MDS: MDS data for Daly City will be made available to Daly City, MTC and/or any third party data platform working with Daly City or MTC on micromobility, provided they sign Lyft’s standard Data Sharing Agreement. • Data Sharing: Lyft will add Daly City to all data reporting and KPI data that is reported to MTC

Indemnification	<ul style="list-style-type: none">• Lyft, MTC and Daly City agree to the indemnification language as outlined in the Coordination Agreement, Section 13.0 and included below:<ul style="list-style-type: none">○ <u>SECTION 13.0 INDEMNIFICATION</u>○ <i>13.1 To the extent Operator is not required to indemnify the Public Entity Parties pursuant to Section 13.2, each Public Entity Party shall indemnify the other Public Entity Parties, their officers, commissioners, agents and employees from and against all claims, injury, suits, demands, liability, losses, and damages (including all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of the indemnifying Public Entity Party, its officers, commissioners, agents, employees, or any of them, under or in connection with this Agreement. The indemnifying Public Entity Party further agrees to defend any and all such actions, suits, or claims arising from the indemnifying Public Entity Party’s negligence or otherwise wrongful act or omission and pay all reasonable charges of attorneys and all other costs, expenses, settlements, or judgments arising therefrom or incurred in connection therewith.</i>○ <i>13.2 Operator shall defend, indemnify, and save harmless MTC, the Participating Cities, and their respective commissioners, officers, agencies, departments, agents, and employees (each, an “Indemnified Party”; and collectively, “Indemnified Parties”) from and against any and all claims, demands, causes of action, proceedings or lawsuits brought by third-parties (“Claims”), and all losses, damages, liabilities, penalties, fines, forfeitures, costs and expenses arising from or incidental to any Claims (including attorneys’ fees and other costs of defense) (collectively, with Claims, “Liabilities”), resulting from, or arising out of, the operation of the Program and the provision of Services, whether such operation or</i>
-----------------	---

Services is performed or provided by Operator or by Operator's subcontractors or any other person acting for or on behalf of Operator.

- *13.3 Notwithstanding the foregoing, the following shall be excluded from Operator's indemnification and defense obligations contained in the preceding paragraph:*
- *13.3.1 Any Liabilities to the extent resulting from, or arising out of: (a) the gross negligence or willful misconduct of any Indemnified Party; (b) Operator complying with the written directives or written requirements of a Participating City, if Operator has previously objected to such written directives or requirements in writing, with respect to (A) the location or configuration of any Station in relation to the street or sidewalk on which such Station is located or to which it adjoins, or (B) a Participating City's Street Treatment Requirements; or (c) the condition of any public property outside of the perimeter of a Station and not otherwise controlled by Operator (and expressly excluding from this clause (c) the condition of the Bicycles or other Equipment).*
- *13.4 If any Claim against Operator includes claims that are covered by clause (c) above or claims contesting a Participating City's authority to issue a permit for a Station, then each party shall be responsible for its own defense against such claims.*

13.5 Upon receipt by any Indemnified Party of actual notice of a Claim to which such Indemnified Party is entitled to indemnification in accordance with Sections 13.2 and 13.3, such Indemnified Party shall give prompt notice of such Claim to Operator. Operator shall assume and prosecute the defense of such Claim at the sole cost and expense of Operator. Operator may settle any such Claim in its discretion so long as such settlement includes an unconditional release of the Indemnified Party.

Insurance	<ul style="list-style-type: none">• MTC, Lyft and Daly City will meet the insurance requirements where applicable as outlined in the Coordination Agreement, Section 36.0 Insurance and included below:<ul style="list-style-type: none">○ <u>SECTION 36.0 INSURANCE</u>○ <i>36.1 Minimum Coverages. The insurance requirements specified in this section shall cover Operator’s own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Operator authorizes to work under this Agreement (hereinafter referred to as “Agents”). Operator shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.</i>○ <i>36.2 Operator shall include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover the risks associated with work to be performed by the Agent. To the extent that an Agent does not procure and maintain such insurance coverage, Operator shall be responsible for any and all costs and expenses that may be incurred in securing such coverage or in fulfilling Operator’s indemnity obligation under Section 13.2 as to itself or any of its Agents in the absence of such coverage.</i>○ <i>36.3 In the event Operator or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that Operator’s or its Agent’s insurance, as the case may be, be primary without right of contribution from MTC.</i>
-----------	--

- *36.3.1 Workers' Compensation Insurance with Statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per employee for injury by disease and \$1,000,000 for injury for each accident, and any and all other coverage of Operator's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers' Compensation & Employer's Liability may be waived, if and only for as long as Operator is a sole proprietor or a corporation with stock 100% owned by officers with no employees.*
- *36.3.2 Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of Operator and Operator's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC. MTC and its commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. In addition, the entities listed in Section 36.12 and their respective commissioners, directors, officers, representatives, agents and employees are also to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Operator's operations.*
- *36.3.3 Business Automobile Insurance for all automobiles owned (if any), used or maintained by Operator and Operator's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.*

- *36.3.4 Umbrella Insurance in the amount of \$4,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements. 36.3.5 Errors and Omissions Professional Liability Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$5,000,000 per claim. Such policy shall contain cyber risk coverages including network and internet security liability coverage, privacy liability coverage and media coverage. The policy shall provide coverage for all work performed by Operator and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of Operator. Operator may delegate the obligation to maintain Errors and Omissions Professional Liability Insurance to an Agent, but the failure of such Agent to maintain such insurance shall not relieve Operator of its obligation to maintain such insurance.*
- *36.3.6 Property Insurance. Property Insurance covering Operator's own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.*
- *36.4 Acceptable Insurers. All policies will be issued by insurers qualified to do business in California and with a Best's Rating of A-VIII or better.*

- *36.5 Self-Insurance. Operator’s obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.*
- *36.6 Deductibles and Retentions. Operator shall be responsible for payment of any deductible or retention on Operator’s policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable. 36.7 In the event that MTC is entitled to coverage as an additional insured under any Operator insurance policy that contains a deductible or self-insured retention, Operator shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of Operator, subconsultant, subcontractor, or any of their employees, officers or directors, even if Operator or subconsultant is not a named defendant in the lawsuit.*
- *36.8 Claims Made Coverage. If any insurance specified above is written on a “Claims-Made” (rather than an “occurrence”) basis, then in addition to the coverage requirements above, Operator shall:*
 - *36.8.1 Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;*
 - *36.8.2 Maintain and provide evidence of similar insurance for at least three (3) years following the expiration or termination of this Agreement, including the requirement of adding all additional insureds; and 36.8.3 If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the commencement of any work hereunder, Operator shall purchase “extended reporting” coverage for a minimum of three (3) years after the expiration or termination of this Agreement.*

- *36.9 Failure to Maintain Insurance. All insurance specified above shall remain in force until the expiration or termination of this Agreement. . Operator must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.*
- *36.10 Certificates of Insurance. Prior to commencement of any work hereunder, Operator shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.*
- *36.11 Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Operator are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Operator pursuant hereto, including, but not limited to, liability assumed pursuant to Section 16 .*
- *36.12 Additional Insureds. The following entities are to be named as Additional Insureds under applicable sections of this Section 36 and as Indemnified Parties pursuant to Section 13.2 of this Agreement.*
 - *36.12.1 Metropolitan Transportation Commission (MTC)*
 - *36.12.2 City of Berkeley*
 - *36.12.3 City of Oakland*
 - *36.12.4 City of San Francisco*
 - *36.12.5 City of Emeryville*
 - *36.12.6 City of San Jose*

<p>Permitting Process</p>	<ul style="list-style-type: none"> • Within 60 days of the effective date, Operator will meet with Daly City staff to finalize the process for permit review and issuance and provide an estimate of the time needed to obtain such permits. This will specify the requirements for submitting applications for Site Permits, Installation Scheduling Permits and Special Traffic Permits, including drawings, photos, surveying and required paperwork. <p>Nothing in this Agreement shall be construed as a waiver of any local law, rule or regulation in Daly City, or of Daly City’s right to require Operator to secure the appropriate permits or authorizations for equipment installation on public sites.</p>
<p>Siting Criteria</p>	<ul style="list-style-type: none"> • Siting Criteria: Within 90 days of contract execution, Daly City shall deliver to Lyft the criteria for siting Stations in Daly City (the “Siting Criteria”), which shall include Street Treatment Requirements. Daly City has the right to amend its Siting Criteria, and no such amendment shall apply retroactively to Stations that have theretofore been installed. Daly City may elect to use the Exhibit A Station Siting Guidelines included as part of the Regional Funding Agreement and included as an attachment. <p>Locations and Alternatives: Daly City and MTC have the right to propose station locations to Lyft that meet the required guidelines provided by Lyft, the current version of which is attached hereto as Exhibit A. If Lyft rejects the location, Lyft must provide three (3) alternatives within 1,000 feet. If MTC or Daly City reject the three (3) alternative locations, MTC or Daly City will propose a viable alternative location within 1,000 feet of the initial rejected location or start over with a new proposal somewhere else.</p>
<p>Site Selection Process</p>	<p>Public Outreach: Lyft and Daly City will agree on a clear process for site selection and responsibilities related to community outreach, including any required outreach to residents, business and community groups within affected areas. After aligning on that process, Lyft and MTC will work in good faith to assist Daly City during any public review processes, including presentations to community groups or public hearings. .</p>

<p>Construction and Technical Requirements</p>	<ul style="list-style-type: none">• Lyft will continue to meet the requirements outlined in Section 22 of the Coordination Agreement, Construction and Technical Requirements, below:<ul style="list-style-type: none">○ <u>SECTION 22.0 CONSTRUCTION AND TECHNICAL REQUIREMENTS</u>○ 22.1 Operator shall have displayed (a) on each Station and each Bicycle within the Program Area, a unique identifying number that shall be tracked by Operator and made available to MTC and the Participating Cities, and (b) on the handlebars of each Bicycle within the Program Area, safety instructions, including bicycle rules.○ 22.2 During installation of a Station, Operator shall undertake appropriate efforts, in conformance with all applicable rules and regulations, to insure safety and to prevent accidents at its work sites, including, if necessary, the placing and maintenance of proper guards, fences, barricades, security personnel and bollards at the curb and suitable and sufficient lighting.○ 22.3 Operator shall provide, install and maintain, during the installation of a Station, appropriate traffic markings and devices as may be reasonably required by the Participating Cities for on-street locations pursuant to this Agreement.○ 22.4 Operator shall participate in the Underground Service Alerts program (http://usanorth811.org) to automatically get alerts when utilities are doing work that may affect the Stations.○ 22.5 All traffic control, warning and guidance devices employed by the Operator during Station installation must conform to the California Manual on Uniform Traffic Control Devices (MUTCD). Operator is further responsible for complying with all applicable city, state, and federal codes, rules and regulations
--	---

<p>Site Plans on Public Property</p>	<ul style="list-style-type: none">• Lyft agrees to meet the requirements for site plans on public property, as outlined in Section 18.0 of the Coordination Agreement, below:<ul style="list-style-type: none">○ <u>SECTION 18.0 SITE PLANS ON PUBLIC PROPERTY</u>○ 18.1 In connection with the submission of an application for a Site Permit for a Site on public property, Operator shall provide photographs of such Site along with a Site Plan for approval by the applicable Participating City. No Station on public property may be installed, re-installed or adjusted absent approval by the applicable Participating City of the Site Plan for such Station.○ 18.2 A Site Plan for Stations on public property shall conform with all elements and dimensions relevant to the Siting Criteria including but not limited to Street Treatment Requirements, relevant utilities, doorways, street and sidewalk widths and obstructions, building numbers and amenities. All Site Plans shall be prepared to scale and must be signed by a California-licensed engineer or architect.○ 18.3 All work on public property must conform to the Site Plan approved in connection with the issuance of a Site Permit.○ 18.4 In the event that changes to the Site Plan as so approved are required at the time of installation or Adjustment, Operator shall obtain approval from the applicable Participating City for the necessary changes prior to such installation or Adjustment provide such Participating City with an updated Site Plan reflective of the Station's actual, installed condition within 30 days of such installation or Adjustment.18.5 Operator shall schedule and complete Station installation, De-Installation, relocation, Re-installation or Adjustment upon receipt of permits.
--------------------------------------	--

Advertising	<ul style="list-style-type: none">• Rights to Advertise: MTC and Daly City hereby grant to Operator the exclusive right throughout the Term, subject to the specifications, terms, reservations and restrictions of this Agreement and to the extent consistent with local law and any applicable advertising restrictions under existing contracts to which a Participating City is bound, (i) to sell and place Advertising and Sponsorship acknowledgments on the Equipment in Daly City, for the purpose of publicly identifying and associating the Program with one or more Sponsors, and (ii) to collect all revenues generated by such Advertising and Sponsorship activities.• Restrictions: General Restrictions on Advertising and Sponsorship include:<ul style="list-style-type: none">○ Lyft shall not install, or permit to be installed, on any Equipment, any Tobacco Advertising, Alcohol Advertising, Firearms Advertising or other Prohibited Advertising. Advertising on any Equipment, including electronic media, shall be consistent with guidelines adopted by Daly City for outdoor advertising as set forth in this Agreement. Lyft shall not place any Advertising or Sponsorship acknowledgment matter that is indecent, in obvious bad taste, or demonstrates a lack of respect for public morals or conduct.○ Lyft shall comply with all applicable laws, rules and regulations in force as of the Effective Date and which may hereafter be adopted, to the extent not grandfathered under the law, with respect to Advertising and Sponsorship.Daly City will share any restrictions for advertising within 90 days of contract execution, including but not limited to: content-restrictions, stand-alone sponsorship stand, bikes, and docks.
-------------	--

Grant of Exclusive Rights	Daly City grants to Lyft the exclusive rights to operate a bikeshare program in the public rights-of-way in Daly City during the Term, with the exception of (i) non-automated non-self-service (i.e., renting a bike requires direct in -person human interaction) bike rental operations, (ii) electric scooter sharing program, and (iii) automated (i.e., renting a bike requires no direct in -person human interaction) roundtrip bike share operations (i.e., where the renter is required to return the bike to the same location from which it was rented).
Removal of Bikes Not Properly Parked	Lyft will remove any mis-parked bikes or bikes illegally parked within 24 hours of notification