

MUNICIPAL SUPPORT AGREEMENT
between
City of West Allis
and
Midwest BikeShare, Inc. d/b/a Bublr Bikes

This License Agreement (“**Agreement**”) is made by and between the City of West Allis (“**West Allis**”), a municipal corporation and Midwest BikeShare, Inc. d/b/a Bublr Bikes (“**Bublr**”) and is effective November _____, 2022 (the “**Effective Date**”).

RECITALS

WHEREAS West Allis seeks to maintain the operation of the Bublr System in West Allis inclusive of electric assist bicycles.

WHEREAS Bublr seeks to maintain best-in-class bikeshare operations.

WHEREAS, Bublr shall maintain eight (8) working docking stations within the City of West Allis.

NOW, THEREFORE, for the good and valuable consideration set forth herein, Bublr and West Allis agree as follows:

1. **Term.** This Agreement shall cover 2022 and 2023. Thereafter, this Agreement may be renewed or extended by mutual written agreement of the Parties.
2. **Payment.** West Allis will pay Bublr \$32,000.
3. **Services.**
 - a. **Operations.** Bublr will generally operate the Bublr Bikeshare System in West Allis as outlined in the attached “Operating Agreement – Explanation of Services” incorporated into this agreement by reference.
 - b. **Station Number and Size.** Bublr will maintain the number and size of all stations located in West Allis for the duration of this agreement.
 - c. **Electric Assist Bicycles.** Bublr will maintain electric assist bicycles in the West Allis subsystem
 - d. **Customer Service.** Bublr will provide live, U.S. based customer service during the West Allis Operating Season
 - e. **Service Season.** Bublr will ensure that the West Allis subsystem is operational for a minimum of eight (8) months each calendar year.
- f. **Data.** Bublr shall report on the ridership and share the information with Common Council.
4. **Pass Discount.** Bublr will provide a six (6) Annual Passes to the City of West Allis to utilize in marketing and promotions.

5. **Liability.**
 - a. **Bubl's Waiver.** Bubl waives all rights to bring a claim against West Allis officers, employees or agents, for property damage and economic loss Bubl suffers, which claims arise from, or are related to, this Agreement.
 - b. **West Allis's Waiver.** West Allis will indemnify and hold harmless Bubl, all its officers, agents, and employees, from and against any and all losses, claims, damages, expenses and suits arising from West Allis's negligence or willful misconduct in the installation or other operation of the bikeshare equipment covered by this Agreement.
 - c. **Third-Party Liability.** This Agreement does not create or confer any rights, benefits, or causes of action on, or to, any third-party.

6. **General Provisions.**
 - a. **Ownership of Equipment.** Each party shall remain the sole owner of equipment it purchased.
 - b. **Ownership of Brand.** Bubl shall remain the sole owner of the Bubl brand
 - c. **Changes, Modifications & Amendments.** This Agreement may only be changed, modified or amended in writing, signed by both Bubl and West Allis.
 - d. **Waiver.** The failure of Bubl or West Allis to enforce any portion of this Agreement does not operate as a waiver. No portion of this Agreement will be deemed waived unless such waiver is explicitly made in writing and signed by both Parties.
 - e. **Construction & Severability.** Wherever possible, each provision of this Agreement will be interpreted so that it is valid under the applicable law. If any provision of this Agreement is held to be void, voidable or otherwise unenforceable by a court of competent jurisdiction, such a provision will still be effective to the extent it remains valid. Any provision held to be completely invalid shall be severed from this Agreement. In either case, all other provisions shall remain valid to the maximum extent allowable by law.
 - f. **Counterparts.** This Agreement may be executed in any number of counterparts, which may be transmitted electronically. Each executed counterpart, whether delivered in the original or conveyed as an electronic image, shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.
 - g. **Merger Clause.** This Agreement, and all exhibits, represent the entire agreement between Bubl and West Allis with respect to the subject matter hereof, and all prior agreements and understandings with respect to such subject matter are superseded by this Agreement
 - h. **Controlling Law.** This Agreement shall be governed by, construed and incorporated in accordance with the laws of the State of Wisconsin.

7. **Notices.** Notices provided for in this Agreement, must be given in writing and may be delivered in person or by placing such notice in the United States mail, first class and certified, return receipt requested, postage paid and addressed as follows:

If to Bublr: Bublr Bikes
PO Box 235
Milwaukee, WI 53201
Attention: James Davies, Executive Director
Email: james@bublrbikes.org

If to West Allis:

City of West Allis
West Allis City Hall
c/o Planning and Zoning
7525 W. Greenfield Avenue
West Allis, WI 53214
Attention: Steve Schaer, Manager of Planning and Zoning
Email: sschaer@westalliswi.gov

Midwest BikeShare, Inc. and West Allis have executed this License Agreement as of the Effective Date.

Midwest BikeShare, Inc., a Wisconsin Nonprofit

By: James Davies
Its: Executive Director

The City of West Allis

By: Steve Schaer
Its: Manager of Planning and Zoning