

## **PILOT AGREEMENT**

### **for the short-term commercial rental of electric scooters**

The City of West Allis (“City”) and \_\_\_\_\_ (“Rental Company”) enter into this agreement for the short-term commercial rental of electric scooters to meet the requirements imposed by WAMC 10.23(3).

The parties agree to the following terms and conditions:

1. Definitions. All definitions under Wis. Stat. § 340.01 shall apply. In addition, the following terms have the associated meanings:
  - a. “Customer” means an individual who is eligible to rent an electric scooter owned by Rental Company.
  - b. “Deploy” means to be located in a public place within the City of West Allis
  - c. “Holidays” means New Year’s Eve, New Year’s Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after, and Christmas and the day before.
  - d. “Objection” means any information that could form the basis of denial, non-renewal, suspension or revocation of participation in the Program. An objection may result from information provided by any resident or from written reports filed by the Chief of Police.
  - e. “Service zone” means a geographic area of City in which electric scooters rented from Rental Company may be operated.
  - f. “User” means an individual who is operating an electric scooter owned by Rental Company with permission from Rental Company.
2. Authorization. Rental Company is authorized to engage in the short-term commercial rental of electric scooters to the general public within the City under the restrictions in law and this agreement.
3. Term. This agreement shall commence on the date upon which all parties have executed it and shall expire on December 31, 2024.
4. Termination. This agreement may be terminated by either party at any time and without cause. If a party terminates the agreement, the party shall notify the other party by email. Termination shall be effective upon delivery of notice to the other

party. Rental Company shall not allow Users to operate its electric scooters immediately upon termination. Any of Rental Company's electric scooters that are still deployed within 72 hours after termination is effective may be removed under WAMC 10.23.

5. Modification. City, through its authorized agent, may amend or repeal any of the terms of this agreement by notifying Rental Company of the modified or deleted language. Any amendment or repeal of any portion of this agreement is effective upon notice to Rental Company by email. If Rental Company is unwilling or unable to comply with any changes under this paragraph, Rental Company may terminate this agreement, at its discretion.
6. Rental Company Representative. Rental Company shall provide City with the name and contact information for a locally based operations manager who is empowered to incorporate any modifications and receive notices related to this agreement.
7. Restrictions
  - a. Deployed electric scooters. City may establish a maximum number of electric scooters that can be deployed in City at any time for more than a 24-hour period. City shall notify Rental Company of the maximum number allowed and may adjust that number by modification under paragraph 4.
  - b. Insurance Requirements. Rental Company shall provide to City a copy of its commercial general liability and auto liability insurance policies, including all endorsements, or policy language and endorsements showing they meet the requirements below and shall provide updated policy documents showing coverage at all times during the term of this agreement. Rental Company may not deploy electric scooters unless it has complied with this paragraph.
    - i. Insurance companies must be acceptable to City and should have a current A.M. Best rating of A-VIII or better.
    - ii. All policies shall be written on an occurrence form.
    - iii. Workers' Compensation and Employer's Liability – Statutory Limits
    - iv. Commercial General Liability
    - v. The City shall be added as an additional insured.
    - vi. Coverage shall apply to the risks associated with or arising out of the services provided under this Program.
    - vii. Auto Liability – If the Rental Company owns or has any long-term leased vehicles, coverage must be for Any Auto (Symbol 1) or Any

Owned Auto (Symbol 2). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).

viii. Coverage shall apply to the risks associated with or arising out of the services provided under this agreement.

c. User Agreements. Rental Company shall provide City with a copy of its standard user agreements.

d. Public Contact Information. Rental Company shall provide a website, a call center, and a mobile application customer interface that is available 24 hours a day, 7 days a week.

8. Indemnification. Rental Company assumes full liability for all of its acts in the performance of this agreement. Rental Company will defend, indemnify, and hold harmless City against all liabilities, judgments, costs and expenses which may be claimed by a third party against City in consequence of allowing Rental Company to operate under this agreement, or which may result from the negligence or willful misconduct of the Rental Company, or the agents, employees, or workmen of the Rental Company, except to the extent arising out of or resulting from City's sole negligence or willful misconduct. If judgment is recovered, whether in suits of law or in equity, against City by reason of the negligence or willful misconduct of the Rental Company or Rental Company's agents, employees, workmen, customers, or users participating in the Program, or utilizing Rental Company's equipment, the Rental Company assumes full liability for such judgments not only as to the amount of damages, but also for the cost, attorneys fees, or other expenses resulting therefrom. Rental Company shall be entitled to have control over the defense and settlement of tendered lawsuits, including the selection of counsel; provided that Rental Company may not settle any lawsuit on behalf of City without City's written consent that either (1) requires City to admit liability, or (2) exceeds the limits of Rental Company's insurance policies. City shall cooperate in all reasonable respects with the Rental Company and its attorneys in the defense or settlement of such lawsuit; provided, that City shall be entitled to reasonably participate in the defense of such lawsuit and to employ its own counsel at its own expense to assist in the handling of such lawsuit.

9. Public Records. Rental Company understands that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Program are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. sec. Rental Company acknowledges that it is obligated to assist City in retaining and producing records

that are subject to the Wisconsin Public Records Law and that the Rental Company must defend and hold City harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years. This provision shall survive termination of this application, Rental Company's right to participate in the Program, and the Program itself.

10. Electric Scooter Requirements. Each electric scooter deployed by Rental Company shall:

- a. Be equipped as required by Wis. Stat. §§ 347.489(1), 347.489(2), and 347.489(3).
- b. Be restricted to a maximum speed of 15 MPH, and further restricted in maximum speed in locations identified by City.
- c. Have visible language on each electric scooter and on the Rental Company's website and smartphone application which notifies the user that:
  - i. Helmet use is encouraged while riding an electric scooter
  - ii. Sidewalk riding is prohibited
  - iii. Users are required to follow all rules of the road
  - iv. Electric scooters must be parked according to law
- d. Be equipped with an on-board GPS device capable of providing real-time location data
- e. Display a unique identification or serial number, Rental Company's name, and a toll-free phone number for 24-hour customer support.

11. Use Regulations

- a. User fees must be clearly and understandably communicated to the user prior to electric scooter use.
- b. Rental Company shall explain to all users the electric scooter parking regulations found in the West Allis Municipal Code in easily understandable formats through multiple media types.
- c. Rental Company shall use geo-fencing to prohibit electric scooter operation in any area identified by the Director of Public Works
- d. Rental Company shall use geo-fencing to prohibit electric scooter parking in the following areas:
  - i. Bridges
  - ii. Other areas identified by the Director of Public Works
- e. Rental Company shall remove any electric scooters that has remained unused for 24 hours.

- f. Rental Company shall immediately remove any electric scooters that are inoperable, submerged in water, or otherwise abandoned and may not return that electric scooter to service unless it is fully functional.

12. Data Sharing. Rental Company shall provide to City quarterly reports of the following information:

- a. Aggregate customer demographic data that does not identify individual customers, individual payment methods, or their individual trip history, gathered by the system application.
- b. List of reported parking complaints including: description, location of incident, description of company response, response time
- c. Incidents of electric scooter theft and vandalism
- d. Vehicle maintenance reports
- e. Complaints received from the public
- f. Number of users participating in discount programs disaggregated by program type (low income, students, etc.), if applicable
- g. Accident/crash information
- h. Aggregate payment method information
- i. Trip origination and destination information

13. Administration Fee

- a. Rental Company shall pay the following fee to reimburse City for the cost of administering this agreement:
  - i. [insert fee]
- b. Payments shall be received within 10 business days after the end of each quarter in a form of payment determined by the City treasurer.
- c. If payment to City is not timely received, the delinquent balance shall accrue monthly compounding interest at a rate of 1% for each calendar month in which payment is delinquent.