

University of Kentucky Shared Mobility Agreement

The purpose of this letter is to memorialize the terms of an agreement between the University of Kentucky and Vendor, for shared mobility vehicles owned by vendor to be permitted to operate on the University's campus.

For purposes of clarity:

- "University" means University of Kentucky.
- "Vendor" means a company providing shared mobility vehicles that may operate on University property.
- This Agreement does not grant Vendor, or an independent contractor hired by Vendor, permission to deploy or rebalance vehicles to the University of Kentucky's campus.
- University calls attention to the minimum safety guidelines for bicycles and e-scooters under the Consumer Product Safety Act and encourages Vendor to conform to 16 CFR Part 1512 as well as ISO 4210.

Term

This Agreement, when signed by the University of Kentucky representative, is valid after the Vendor obtains a permit to operate with the Lexington Fayette Urban County Government. This Agreement may be canceled at any time, by either party, if the requirements of the Agreement are not upheld or if the University determines the Agreement is no longer in the University's interest. At the time of termination, all shared mobility vehicles on the University campus shall be recalled.

University's Obligations

The University agrees to allow vehicles owned by Vendor to operate on University property and its right of way subject to the conditions and restrictions set forth herein. The University does not waive any of its authority to enforce its regulations or the terms of this Agreement. Nothing in this letter shall indemnify Vendor or associated independent contractor(s). The University shall have the authority to enforce the requirements of this Agreement. Failure to adhere to the requirements of this Agreement by Vendor or an independent contractor hired by Vendor may result in escalating sanctions imposed by the University. Vendor will be responsible for impoundment fees if shared mobility vehicles are impounded as a result of violating terms of the Agreement.

Vendor Obligations

Vendor shall maintain all shared mobility vehicles in safe working order, including a fully visible and working white light in front and a fully visible rear reflector or light.

Prior to beginning and continuing through the term of this Agreement, Vendor, at sole cost and expense, shall furnish UK with certificates of insurance evidencing that it has obtained and maintained insurance in the following amounts:

- a) Worker's Compensation that satisfies the minimum statutory limits.
- b) Commercial General Liability and Right of Way Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations, and contractual liability coverage.
- c) Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.
- d) Cyber Liability coverage in the amount of One MILLION DOLLARS (\$1,000,000) each occurrence.

All insurance policies shall be written on an occurrence basis and shall name UK as additional insureds, with any UK insurance shall be secondary and in excess to Vendor's insurance. If Vendor's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The UK Risk Manager may waive or modify any of the insurance requirements of this section.

Vendor must maintain general liability insurance coverage as required by the University continuously during the term of this Agreement through insurance carriers that are authorized or eligible to do business in the State of Kentucky.

Vendor's user agreement shall specify that users must adhere to all University parking (below) and operating (link to policy) requirements when operating on the University of Kentucky's campus.

- a. Bicycles, scooters, and other shared mobility vehicles must be parked at bike racks or in designated areas
- b. Bicycles, scooters, and other shared mobility vehicles must be parked up-right and orderly

Vendor will maintain accurate records of all vehicle use, including locations where rides begin and end, and where people ride, without releasing personally identifiable information. This aggregated and anonymous data shall be shared monthly with the University.

Vendor will operate at no cost to the University.

Vendor agrees to support and communicate University parking and operating requirements with in-app and/or on-vehicle messaging, and geofencing or other technologies.

Vendor agrees to respond to parking violations on campus and resolve the issue within 2 hours and to maintain an average resolution time of 30 minutes or less (Monday-Friday).

Vendor agrees to clearly communicate how to report violations and mechanical issues with in-app messaging and instructions physically present on the vehicle.

Vendor will provide contact information to the University where a person designated with authority to make decisions and respond immediately to concerns can be reached at all times.

To the extent Vendor utilizes or accesses the University's IT network for the Agreement, Vendor will consult with UK ITS and follow UK ITS network and security policies.

No Recourse

No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of either of the Parties, whether in office on the effective date of this letter or after such date, for any claim based upon this letter.

No Joint Venture, Partnership, Agency

Nothing in this letter will not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer – employee or borrowed servant relationship by and among the parties.

No Private Rights

Nothing in this letter will be construed in any form or manner to convey any private property right in, or to, the use of any street or public right-of-way. All permissions granted by this letter shall be subject to the superior right of the public to the safe and orderly movement of people and traffic.

Miscellaneous Provisions

This letter constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any previous agreement, assertion, statement, understanding or other commitment before the date of this contract, whether written or oral, shall have no force or effect. No agreement, assertion, statement, understanding, or other commitment during the term of this Agreement, or after the term of this Agreement, shall have any legal force or effect unless properly executed in writing by the parties.

This Agreement is made, and shall be construed and interpreted under the laws of the Commonwealth of Kentucky and venue for any lawsuit concerning this Agreement shall lie in the Commonwealth of Kentucky. Regardless of the actual drafter of this letter, this letter shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party. All official communications and notices required to be made under this Agreement shall be deemed made if sent, postage prepaid to the parties at the attention of the signatories hereto.

The Parties bind themselves and their successors in interest, assigns and legal representatives to this Agreement.

Indemnity

VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY OF KENTUCKY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDEMNIFIED PARTIES), AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY VENDOR, ITS OFFICERS, AGENTS, EMPLOYEES, VENDOR'S SUB-ENTITIES, SUCCESSORS OR ASSIGNS,(VENDOR PARTIES),(B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE VENDOR PARTIES IN THIS AGREEMENT OR IN VENDOR'S PROPOSAL,(C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE VENDOR PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF UNIVERSITY PROPERTY, AND WORKERS' COMPENSATION CLAIMS.VENDOR'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

University shall give Vendor written notice of a Claim asserted against an Indemnified Party.

Vendor

shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Vendor of any obligations in this

agreement. In no event may Vendor admit liability on the part of an Indemnified Party without the written consent of the University's Attorney.

Maintenance of the insurance required under this Agreement shall not limit Vendor's obligations under this Article. Vendor shall require all subcontractors to indemnify University as provided in this Article.

BY SIGNING BELOW, I AGREE TO ALL OF THE TERMS OUTLINED ABOVE.

THE UNIVERSITY:

Eric N. Monday

Executive Vice President for Finance and Administration

University of Kentucky

VENDOR: