

Framework for Shared Electric Scooter Pilot

Shared Electric Scooters (“**Electric Scooters**”) are a new type of service that has provided safe, sustainable, and low-cost “last-kilometre” transportation to tens of millions of riders across North America. In doing so, they have reduced carbon emissions, provided congestion relief, and made streets safer by eliminating car trips from the road. The City of Calgary is planning a sixteen-month pilot for the regulation of **Electric Scooters**, beginning in July of 2019 and ending in October of 2020. For the **Pilot**, **The City** will allow **Permit Holders**, up to a set limit of **Electric Scooters**, to access the sidewalks, exclusive bicycle lanes and pathways through a **Permit** to operate within **The City**. While **The City** will provide the framework, the **Pilot** will be fully funded and operated by the permitted operators.

Components of Framework for Shared Electric Scooter Pilot

This Framework for **Shared Electric Scooter Pilot** is divided into four components.

- I. **Pilot Overview;**
- II. **Shared Electric Scooter Pilot Application Process;**
- III. **Shared Electric Scooter Pilot Requirements;**
- IV. **Appendices:**
 - A. **Sample Permit with Conditions;**
 - B. **Indemnity and Release of Liability, Waiver of Claims and Assumption of Risk for all Customers;**
 - C. **Insurance Requirements;**
 - D. **Parking Reference Material;**
 - E. **Data Record Tables;**
 - F. **Sample Corporate Signing Authority Affidavit and Witness Affidavit.**

The **Applicant** must review, understand and agree to each of these components as they all relate to the application and operation of the **Pilot**.

I. Pilot Overview

On July 16, 2018, a Notice of Motion was unanimously approved by Council to implement a two-year Dockless Bike Share Pilot, with the direction to provide clarity and regulations around new shared mobility technologies such as bicycles and scooters operating on public right of way.

The **Shared Electric Scooter Pilot** ties into **The City of Calgary’s** Action Plan – City that Moves, A Prosperous City, A Healthy and Green City as well as **The City of Calgary’s** Cycling Strategy.

The **Pilot** will allow **The City** to permit private industry with the appropriate approvals required to determine whether **Electric Scooters** can provide a safe, reliable mode travel option that is healthy and sustainable. It will also allow **The City** to assess if these **Electric Scooters** help achieve **The City’s** stated mobility goals in the [Calgary Transportation Plan](#).

Data from early adopter cities in North America have demonstrated a wide range of benefits, including:

1. Relieving congestion and reducing carbon emissions by replacing car trips;
2. Filling in the gap for the vital first/last kilometre by encouraging people to walk, cycle and take public transit more often;
3. Saving time on short trips;
4. Being inclusive for all demographics, but particularly among those for whom varied transportation options have remained out of reach; and
5. Improving people's physical health by being more physically active

The operation period for the **Pilot** is planned from July 2019 until October 31, 2020. Through public engagement, monitoring 3-1-1 calls to **The City**, studying overall usage data and reviewing **Customer** surveys, **The City** will determine whether and under what circumstances **Electric Scooters** will be permitted to continue operating in the public right-of-way after the **Pilot** ends.

The City is seeking **Applicants** who have previous experience designing, building, operating, maintaining, managing and marketing modern **Shared Electric Scooter** systems in other jurisdictions to apply to participate in the **Pilot**. To be considered for a **Permit** in the **Pilot**, **Applicants** may begin applying on **Thursday, June 27, 2019**.

While this Framework outlines the **Pilot** requirements and **Permit** conditions, **The City** may at any time adjust any of the requirement and conditions contained within this Framework based on feedback from the citizens of Calgary, safety concerns, changing needs and priorities, and to accommodate advancements in technology.

A. Definitions

In the Framework defined terms are bolded and capitalized and have the following meanings:

"Applicant" means a person or corporation that completes a **Pilot** application form for a **Permit** to operate pursuant to the **Pilot**.

"Customer" means a person or corporation that rents an **Electric Scooter** from a **Permit Holder** for any amount of time.

"Electric Scooter" means a vehicle consisting of a footboard mounted on two wheels and a long steering handle, propelled by resting one foot on the footboards and pushing the other against the ground and that is assisted by an electric motor.

"Furniture Zone" means the area for all street furniture, street lights, recycling and waste receptacles, bicycle racks, and acts as a buffer between the roadway and the pedestrian sidewalk. (*See Appendix D*).

"Geo-fencing or Geo-fence" means a virtual geographic boundary, defined by The Global Positioning System (GPS), radio-frequency identification (RFID), or other technology, that enables a **Permit Holder** to cause certain actions when an **Electric Scooter** in its fleet enters or leaves an area, including regulating speed or issuing notifications.

“**In-App**” means the **Permit Holders** piece of software for a **Customers** phone that will have to be downloaded in order to connect to the **Permit Holders Electric Scooter** system.

“**Indemnified Parties**” means **The City** and **The City’s** elected officials, officers, agents, employees, and volunteers.

“**Maximum Fleet Size**” means the total number of **Electric Scooters** a **Permit Holder** is permitted to have in operation, inclusive of any **Electric Scooters** out of operation for maintenance.

“**Operating Season**” means **Electric Scooter** operations conducted from March 16 to October 31 of a calendar year.

“**Permit**” means a permit issued to allow for a **Permit Holder** to conduct **Shared Electric Scooter** operations on sidewalks, parks and pathways, based on the required permissions under Calgary Bylaws including section 5(b)(5) of the Street Bylaw 20M88, section 29 of the Calgary Traffic Bylaw 26M96 and Section 30 of the Parks and Pathways Bylaw 11M2019.

“**Permit Holder**” means an **Applicant** who has been issued a **Permit** to conduct **Shared Electric Scooter** operations during the **Pilot**.

“**Pilot**” means the **Shared Electric Scooter Pilot** operating from July 2019 through October 31, 2020.

“**Rebalancing**” means the redistribution of **Electric Scooters** to respond to **Customer** needs within the **Service Area** and to address locations that have too many or too few parked.

“**Service Area**” means the geographic area that a **Permit Holder** designates where they will allow a **Customer** to start or end a **Trip**.

“**Shared Electric Scooters**” means a system of **Electric Scooters**, placed in the public right-of-way in a defined **Service Area**, that are made available for **Customers** to rent in short time increments.

“**The City**” or “**City**” means the municipal corporation of the City of Calgary or the area contained within the City boundaries as the context requires.

“**Trip**” means the action of a **Customer** renting an **Electric Scooter** by unlocking (“**Trip start**”), travelling during that period (“**Trip time**”) and ending the rental in its final parking location (“**Trip end**”).

“**Winter Season**” means November 1, 2019, through to March 15, 2020.

II. Shared Electric Scooter Pilot Application Process

A. General Information

Each **Shared Electric Scooter Applicant** interested in being permitted to operate in the **Pilot** may submit an application to **The City**, at scootershare@calgary.ca commencing **Thursday, June 27, 2019**. Applications will be reviewed on a first come, first serve basis. **The City** may request additional information from **Applicants** in order to make a determination.

Upon reviewing all applications, **The City** may need to update or amend the **Pilot Requirements and Permit Conditions**. If this occurs, **The City** will provide sufficient notice to the **Applicant** to review the changes and determine if they still wish to participate in the **Pilot**.

The minimum permitted fleet size is 250 **Electric Scooters** per **Permit Holder**. Successful **Applicants** that receive a **Permit** must deploy the minimum fleet size of 250 **Electric Scooters** within four (4) weeks of the selected launch date.

An **Applicant** may apply up to the **Maximum Fleet Size** of 1000 **Electric Scooters**. The **City** will review each fleet size request as it relates to the **Applicants** proposed **Service Area**. **Applicants** who intend to only operate in certain areas of **The City** may not be approved for the **Maximum Fleet Size**.

Importantly, **The City** may, at any time, adjust the fleet size for any **Permit Holder** during the **Pilot** in order to ensure the success of the **Pilot**. **The City** may consider allowing additional **Electric Scooters** to **Permit Holders** based on compliance with requirements of the **Pilot** including riding and parking, operations and maintenance, data sharing, and overall customer utilization of the **Permit Holders Electric Scooters**.

Applicants must review all Federal, Provincial and **City** legislation relevant to participating in the **Pilot**. Nothing in this Framework, including the **Permit Requirements and Permit Conditions**, relieves an **Applicant** from conducting their own due diligence and reviewing all applicable legislation. **The City** encourages the **Permit Holder** to seek legal advice before making an application to participate in the **Pilot**.

B. General Application Requirements

The application fee is \$600 per **Applicant**. The cost of a re-application is \$300 per **Applicant**. Re-applications may be made to increase the size of a **Permit Holder's** approved fleet. The Application Fee is due when an **Applicant** submits an application for a **Permit** or a re-application for an increase in fleet size.

An **Applicant** must meet the application requirements and are required to read, understand and agree to all information and requirements contained within the **Shared Electric Scooter Pilot Framework**.

An **Applicant** is not guaranteed the issuance of a **Permit**, and **The City** may refuse to issue a **Permit** for any reason including:

1. If the **Applicant** has failed to comply with the laws of any other jurisdiction;

2. If the **Applicant** has previously commenced **Shared Electric Scooter** operations without the proper approvals;
3. If the **Applicant** is unable or unwilling to agree to any of the terms and conditions of the Framework for **Shared Electric Scooter Pilot**; or
4. If **The City**, for any other reason, believes the **Applicant** will be unable to provide safe, equitable and reliable service.

The **Applicant** must certify that all **Electric Scooters** provided meet the requirements identified in the **Electric Scooters Specifications** section of the **Pilot Requirements**.

C. Application Materials

Application materials must be submitted in English, by email to, scootershare@calgary.ca

An application must include the following elements:

1. A completed **Pilot** application form;
2. Application fee payment of \$600, delivered to:
The City of Calgary, Transportation Planning
P.O. Box 2100, Station M, #8124
Calgary, AB T2P 2M5
3. Images and description of **Electric Scooters** that will be used in their fleet. This must include the following specification description:
 - a. Overall dimensions of the **Electric Scooter** with all components intact;
 - b. **Electric Scooter** weight with all components intact;
 - c. The diameter of each wheel;
 - d. The width of each wheel;
 - e. The distance between the centers of the front and rear wheels (“wheelbase”);
 - f. The **Electric Scooters** maximum load capacity;
 - g. The power source and recharge procedure for all electrical components, including lights, batteries, and location tracking unit;
 - h. The location tracking component, including transmission frequency, geographic accuracy, and margin for error;
 - i. The proposed location of all required information the **Permit Holder** is to provide on the **Electric Scooter** as stated in **Electric Scooter Specifications** section of the **Pilot Requirements**;
 - j. The motor wattage, maximum assisted speed on flat level ground, power source, operating range, and user control mechanism;
 - k. Any other specifications deemed relevant; and
 - l. Evidence of compliance with applicable **Electric Scooter** attributes defined in the **Electric Scooter Specifications** section of the **Pilot Requirements**.

4. Operations plan, including:
 - a. Sample of the **Customer** terms and conditions that satisfies requirements outlined in Section III – A – General Requirements;
 - b. Proposed launch schedule;
 - c. Hours of operation and location of storage of **Electric Scooters** during non-operational hours;
 - d. Initial **Service Area** map;
 - e. Education and encouragement plan to ensure **Customers** are adhering to local laws and **Permit** requirements as applicable to the **Shared Electric Scooter Pilot**;
 - f. Images of the **In-App** interface;
 - g. Maintenance plan;
 - h. Recharging plan; and
 - i. Staffing plan.
5. Parking and relocation plan that describes how the **Applicant** will:
 - a. Ensure their staff will park the **Electric Scooters** correctly;
 - b. Employ **Geo-fencing** capabilities;
 - c. Detect and re-park improperly parked **Electric Scooters** and meet response-time requirements as defined in the **Permit** Requirements; and
 - d. Encourage **Customers** to report safety, parking, and maintenance concerns.
6. Education plan that describes how the **Applicant** will Ensure **Customers** are aware of:
 - a. Proper riding requirements on sidewalks, exclusive bicycle lanes, and pathways;
 - b. Minimum age requirement; and
 - c. The rules for where to park **Electric Scooters** safely and correctly.
7. Proposed rental rate structure including daily, monthly or annual pass costs. This must also provide any discount rates for low-income residents, students, and corporate groups.
8. Proposed payment plan outlining how the **Applicant** might provide service to those without smartphones and those without a credit card.
9. Corporate Signing Authority Affidavit and Witness Affidavit. (Example in Appendix G.)

An **Applicant** who is approved for a **Permit** must submit the following additional materials and fees before the **Permit** will be issued.

1. A signed and recorded indemnity found in Appendix B;
2. Proof of insurance which meets the requirements set out in Appendix C;
3. The security deposit fee as outlined in the Fee Schedule below; and

4. The street use **Permit** and **Electric Scooter** education and encouragement fees as outlined in the fee schedule and the summary table below.

D. Fee Schedule

A summary table of the fees is provided below.

Fee Type	Fee Amount	Fee Information
Application for Permit	\$600 per application \$300 per re-application.	<ul style="list-style-type: none"> • Fees due at time of application • Re-applications are for requests to increase fleet sizes
Street use Permit	\$50 per Electric Scooter based on approved fleet size	<ul style="list-style-type: none"> • Due before a Permit is issued or when fleet size increases
Electric Scooter education and encouragement	\$10 per Electric Scooter	<ul style="list-style-type: none"> • Due before a Permit is issued or when fleet size increases
Security deposit	\$25 per Electric Scooter to a maximum of \$15,000 per Permit Holder	<ul style="list-style-type: none"> • Due before a Permit is issued or when fleet size increases

A street use **Permit** fee of \$50 per **Electric Scooter** will be charged to each **Permit Holder**, to be paid at the time of **Permit** issuance.

An **Electric Scooter** education and encouragement fee of \$10 per **Electric Scooter** will be charged to each **Permit Holder**, to be paid at the time of **Permit** issuance. This fee will be used to recover any costs associated with actions **The City** may undertake to help run the Pilot and encourage safe use and parking.

Please note the collection of these fees does not release the **Permit Holder** from its educational requirements outlined throughout this Framework.

All **Permit Holders** will be charged a security deposit of \$25/**Electric Scooter** to a maximum of \$15,000 per **Permit Holder**. **The City** will require a top-up if any **Permit Holder** drops below \$5,000 at any time during their **Permit**.

Costs incurred by **The City** for property repair or for removing and storing **Electric Scooters** will be charged against this security deposit. This will also be used to recover costs if a **Permit Holder** fails to remove their **Electric Scooters** from all public right of way, parks and **City** property when their **Permit** is terminated.

Costs to relocate or remove **Electric Scooters** will be charged based on the **City** crew's hourly rate plus 15% overhead.

The street use **Permit** fees, education and encouragement fees and security deposit are due at the time of **Permit** issuance.

Permit Holders who cease operations and choose not to continue in the **Pilot** may request in writing that any remaining security deposit be refunded.

Example Fee Calculation

Permit Holder A's application has been approved for a **Permit** and has already paid the application fee of \$600 for a fleet size of 850 **Electric Scooters**. **Permit** fees would be as follows:

- **Permit Fee** - $\$50 \times 850$ **Electric Scooters** = \$42,500
- **Electric Scooter** education and encouragement fee - $\$10 \times 850$ **Electric Scooters** = \$8,500
- Security Deposit - $\$25 \times 850$ **Electric Scooters** = \$21,250 but only required to pay to a maximum of \$15,000

Permit Holder A would be required to pay \$66,000 before the **Permit** is issued.

Later on, **Permit Holder A** would like to increase to the **Maximum Fleet Size** of 1000 **Electric Scooters**. Extra **Permit** fees would be as follows:

- Re-Application fee of \$300
- **Permit Fee** - $\$50 \times 150$ additional **Electric Scooters** = \$7,500
- **Electric Scooter** education and encouragement fee - $\$10 \times 150$ additional **Electric Scooters** = \$1,500

Applicants, please note: As per Security Deposit Fees, Permit Holder A would not be required to pay any additional security deposit because they reached a maximum of \$15,000. However, this is assuming no costs had been deducted against the initial Security Deposit.

Permit Holder A would be required to pay \$9,300 before the additional 150 **Electric Scooters** can be made available for **Customer** use.

E. Pilot Application Form

BY COMPLETING THIS APPLICATION FOR THE PILOT PROJECT, THE APPLICANT IS WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION.

PLEASE READ CAREFULLY

Release of Liability, Waiver of Claims and Assumption of Risk by Making Application to Participate in Pilot

The Shared **Electric Scooter Pilot** is a planned sixteen-month **Pilot** project designed to test **Shared Electric Scooter** operations in Calgary. **The City** intends to monitor and evaluate the **Pilot** throughout the sixteen-month timeline, making any necessary adjustments to the **Pilot** to ensure an appropriate evaluation can be made. **The City** offers no guarantees regarding the duration, success or viability of the **Pilot** and the **Applicant** must conduct their own due diligence regarding the potential risks and liabilities of participating in the **Pilot**. In addition, **The City** makes no guarantees as to the accuracy of any information or representations provided by **The City** in the past, now or in the future and cannot be held liable for any misrepresentations. The **Applicant** must agree to the following Release of Liability, Waiver of Claims and Assumption of Risk in order to submit an application to the **Pilot**:

Assumption of Risk

THE APPLICANT IS AWARE AND UNDERSTANDS THAT PARTICIPATION IN THE PILOT INVOLVES MANY RISKS, INCLUDING BUT NOT LIMITED TO THE RISK OF PROPERTY DAMAGE, LOSS OF PROFIT, REGULATORY CHANGES IMPACTING THE ABILITY TO OPERATE AND EVEN CANCELLATION OF THE PILOT. THE APPLICANT ACKNOWLEDGES THAT PARTICIPATING IN THE PILOT IS VOLUNTARY. THE APPLICANT FREELY ACCEPTS AND FULLY ASSUMES ANY AND ALL RISKS, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY OR OTHERWISE. THIS MEANS THAT THE APPLICANT IS GIVING UP THE RIGHT TO SUE THE CITY FOR ANY REASON, INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE, IF THE APPLICANT SUFFERS ANY DAMAGE, INJURY OR LOSS BY PARTICIPATING IN THE PILOT.

Release of Liability and Waiver of Claims

1. The **Applicant** expressly waives and releases any and all claims which the **Applicant** has or may in the future have against **The City**, including its employees, officials, officers and agents (collectively, "Releasees"), on account of damages arising out of or attributable to the **Applicant's** participation in the **Pilot**, due to any cause whatsoever, including without limitation the negligence or gross negligence of **The City** or any other Releasee and any misrepresentation made by **The City** or any other Releasee. The **Applicant** agrees not to make or bring any such claims against **The City** or any other Releasee, and forever releases and discharges **The City** and all other Releasees from liability under such claims.



2. By applying to participate in the **Shared Electric Scooter Pilot**, the **Applicant** acknowledges and agrees that the duration and success of the **Pilot** is not guaranteed, and **The City** may choose not to implement, maintain or complete the **Pilot** for any reason whatsoever. In addition, **The City**, at **The City's** sole discretion, may do any of the following at any time:

1. Modify any terms of the **Pilot** including any information contained within the Framework document such as:
 - a. Change the dates of the **Pilot**;
 - b. Cancel the **Pilot**;
 - c. Adjust the fleet size of any **Permit Holder**;
 - d. Changes to the **Pilot** Requirements including changes to any parking requirements;
 - e. Changes to the **Permit** Conditions; or
 - f. Change any fees imposed under the application process, the **Permit** Requirements or the **Permit** Condition.

Initial here:

Applicant Information	
Company Name of Applicant (Parent Company Name if Applicable)	
Contact Name	
Mailing Address	
Phone Number	
Email Address	
Website	
Type of Application	
<input type="checkbox"/> New	<input type="checkbox"/> Re-application
Permit Time Frame	
<input type="checkbox"/> July 2019 to October 31, 2020	
Proposed Fleet Size	
# of Electric Scooters : _____	
Proposed Launch Date	
_____ / _____ / _____ Day Month Year	



Local Operations Information	
Name of Operations Manager	
Mailing Address	
Phone Number	
Email Address	

THE APPLICANT, HEREBY MAKES AN APPLICATION FOR A PERMIT TO PARTICIPATE IN THE PILOT, AND ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL OF THE TERMS OF THIS APPLICATION AND VOLUNTARILY WAIVES SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CITY AND ANY OTHER RELEASEE.

Per: _____
 (Corporate seal or Signature of Authorized Corporate Agent)

 (Print name here)

Per: _____
 (2nd Signature of Authorized Corporate Agent if required)

 (Print name here)

Tracking Information (Staff Only)	
Date Received:	Received By:

III. Shared Electric Scooter Pilot Requirements

A. General Requirements

It is a condition of the **Permit** that the **Permit Holder** must obtain from the Province any exemptions necessary to allow a **Shared Scooter** to operate on a highway for the duration of the **Pilot**.

Permit Holders must ensure compliance with all Federal, Provincial and **City** legislation unless otherwise exempted and must ensure they inform **Customers** of all applicable Federal, Provincial and **City** legislation relevant to operating in the **Pilot**. Nothing in this Framework, including the **Permit** Requirements and **Permit** Conditions, relieves a **Permit Holder** from conducting their own due diligence and reviewing all applicable legislation. **The City** encourages the **Permit Holder** to seek legal advice before commencing **Shared Electric Scooter** operations.

Permit Holders must acknowledge and clearly communicate to their **Customers**, that **Electric Scooters** are permitted to be operated only on **The City's** sidewalks, exclusive bicycle lanes, or pathways. As per Bylaw 26M96, including but not limited to section 44(1) (3), **Electric Scooters** cannot be operated on or in the roadway area, except in exclusive bicycle lanes and crosswalks.

Permit Holders must acknowledge and clearly communicate to their **Customers**, that **Electric Scooters** are subject to the Criminal Code of Canada (offences relating to conveyances) As per [2018, c.21 \(Bill C-46\)](#). **Customers** operating **Electric Scooters** while the **Customers** ability to operate it, is impaired to any degree by alcohol or a drug or a combination of alcohol and a drug, is a punishable offence to the full extent of Canadian law.

The **Permit Holders Electric Scooters** maximum assisted speed on flat level ground must be governed to twenty (20) kilometres per hour (km/h) or less.

Permit Holders must not rent their **Electric Scooters** to any **Customers** who are under the age of eighteen (18) years old.

Permit Holders must not display third party advertising, sponsorships, or sponsored content on **Electric Scooters** without written approval from **The City**.

Permit Holders must agree to indemnify **The City** and its employees for any loss or action arising out of the **Pilot** as set out in Appendix B.

Permit Holders must prove and continuously maintain commercial liability insurance throughout the entire term of the **Pilot** that meets the requirements set out in Appendix C.

Permit Holders must provide three (3) free membership accounts to **The City** to assist in the review of the compliance of all requirements set out in the Framework for **Shared Electric Scooter Pilot**.

Permit Holders must review and be compliant with the [Personal Information Protection \(PIPA\) Act](#), S.A. 2003 c P-6.5, which governs private-sector organizations, throughout the entire length of the **Pilot**.

Permit Holders must require all **Customers**, as a term and condition of using any **Electric Scooter** supplied in the **Pilot**, to agree that they understand and will follow all Federal and Provincial legislation and **City** bylaws unless otherwise exempted, and agree and acknowledge that a failure to abide by any of these legal requirements can lead to rental service being discontinued and future service being refused by the **Permit Holder**.

Permit Holders must require all **Customers**, as a term and condition of using any **Electric Scooter** supplied in the **Pilot**, to sign a release of liability, waiver of Claims and assumption of risk against **The City** as set out in the indemnity in appendix B.

Permit Holders must hold **The City** harmless for any damage that may occur to its **Electric Scooters** from routine maintenance on the roadways, pathways, sidewalks and boulevard spaces.

Any changes to the **Pilot** will be communicated via email at the address provided at the time of Application unless the **Permit Holder** provides a subsequent email address for notification.

B. Compliance and Rights of Removal

Permit Holders must respond in a satisfactory manner to pedestrian obstructions and safety concerns as soon as possible but no later than two (2) hours from when they become aware of an issue. A Satisfactory response includes remedying the concern in a reasonable manner and timeframe.

The City will monitor citizen feedback, review on-going **Permit Holder** data requirements, and perform field audits as necessary to ensure **Permit Holders** remain in compliance of all **Permit** Conditions and **Pilot** Requirements.

The City may remove or re-park any **Electric Scooter** parked in violation of the **Permit** or other **City** Bylaws at any time. **The City** will deduct from the **Permit Holders** security deposit for any fees, resources, and staff time related to the removal of the **Electric Scooters**.

If the **Permit Holder** fails to comply with any conditions of the **Permit**, in addition to revocation of the **Permit**, **The City** may modify the **Permit** conditions including reducing fleet sizes, adding additional **Permit** conditions or revoking the **Permit**. If the **Permit** is revoked for failure to comply with the conditions of the **Permit** or for any other reason, the **Permit Holder** must remove its entire fleet from all **City** streets, parks and pathways within 14 days of notice, unless otherwise directed by **The City**. Importantly, in the case of an emergency or immediate threat to public safety, **The City** may take any action it deems necessary to remove the emergency or threat.

C. Electric Scooter Specifications

Permit Holders must ensure all **Electric Scooters** that are made available for the **Pilot**, meet the following conditions:

1. Any exemption permit requirements set forth by the Alberta government for Vehicle Equipment;

2. **Permit Holders** must display easily visible contact information including a toll-free phone number on each **Electric Scooter** so that **Customers** or other members of the public can report issues or make relocation requests;
3. All **Electric Scooters** used in the **Pilot** must have the following features:
 - a. Kickstand;
 - b. Bell or sound-making device;
 - c. Lights on the front and back that turn on automatically and stay on while in operation;
 - d. Governor that limits the speed of the **Electric Scooter** to 20 km/h;
 - e. Each **Electric Scooter** must be easily identifiable to which company owns it and have a unique identifier number that is clearly displayed and visible to the **Customer** on the **Electric Scooter**;
 - f. Active location tracking component capable of providing real-time location data of the **Electric Scooter**, even when it's not in use;
 - g. **Permit** number issued by **The City** to the **Permit Holder**; and
 - h. **Electric Scooters** must have a battery level indicator at least shown in the **Permit Holders In-App** software, if not on the **Electric Scooter** itself.

D. Riding and Parking Requirements

Permit Holders are responsible for informing and educating **Customers** on how to ride and park an **Electric Scooter** properly within their **Service Area** and educate them on all requirements outlined in this permit.

Permit Holders must clearly communicate to their **Customers**, that **Electric Scooters** are permitted to be operated /ridden only on **The City's** sidewalks, exclusive bicycle lanes, or pathways. **Electric Scooters** cannot be operated on or in the roadway area, except in exclusive bicycle lanes and crosswalks. In the absence of a sidewalk, exclusive bicycle lane or pathway, the **Customer** must dismount and walk the **Electric Scooter**.

The **Permit** does not authorize the parking and riding of **Electric Scooters** on property other than **City** owned property. It is expected that **Permit Holders** will seek and maintain agreements with third parties, such as university campuses, Stampede Park, the airport, malls and on all other private property.

Permit Holders must educate **Customers** to not ride or operate **Electric Scooters** in locations within or on:

- a. Roadway as per Bylaw 26M96, except within an exclusive bike lane or crosswalk;
- b. Calgary Transit vehicles;
- c. C-Train platforms, C-Train stations, Transit terminals, MAX stations, Transit ways and Bus zones;
- d. Buildings;
- e. Plus Fifteen (+15) skyway network; and

f. Calgary Parking parkades;

Permit Holders must educate the **Customer** of the requirements that **Electric Scooters** are only allowed on C-Train vehicles during off-peak hours. At no time can a **Customer** ride on a C-Train platform or in a C-Train vehicle.

No-Riding and No-Parking Zones

Shared Scooters are not permitted to be used in the 7th Avenue Transit Corridor as per subsections 14(14)(g) and (h) of the [Transit Bylaw 4M81](#). This corridor also includes all the sidewalks along 7 Avenue Transit Corridor between 4 Street east and 11 Street west and areas immediately adjacent to station platforms for the train.

Permit Holders must **Geo-Fence** this area **In-app** and ensure **Customers** are informed on how to operate in this area. **The City** may create designated areas near each station for **Electric Scooters** to be parked.

Other no-riding and no-parking zones may be designated by **The City** and the **Permit Holders** must **Geo-fence** designated parking areas, no parking and no riding zones, or other locations at the request of **The City**. **Permit Holders** will be responsible for marking these areas appropriately on their **In-App** software within 7 days of notice and ensure **Customers** are informed on how to operate in these areas. These zones could be for long or short term periods.

The **Permit Holder** must use **Geo-fence** technology and have **In-App** ability to communicate by text or **In-App** alert, or decelerate and ultimately stop their **Electric Scooters** alerting the **Customer** that the **Electric Scooter** is being ridden or parked in a specific non-permitted area.

General Parking

Electric Scooters belonging to the **Permit Holders** may be parked on **City** Sidewalks, in **City** Parks and adjacent pathways, subject to all Federal, Provincial and **City** Legislation and any further parking requirements set out below.

All parked **Electric Scooters** must remain in an upright position with both wheels in contact with the ground.

Any **Electric Scooter** that is parked in one location for more than five (5) consecutive days without moving must be removed from that location by the **Permit Holders**. If the **Electric Scooter** remains in one location after five days, it may be removed by **The City** and taken to a **City** storage area at full expense to the **Permit Holder**.

Permit Holders must review and understand the Public Realm Design section outlined in Section 3.6.4 in the [2014 Complete Streets Guide](#). The zones of the public realm are also shown in Appendix D of the Framework, Figure 1.1 and Figure 1.2.

The following zone definitions are required for the interpretation of parking requirements for sidewalks and streets. They are as follows:

1. Sidewalk zone means the area intended for pedestrian movement and requires at least a 2-metre space between the Frontage zone and Furniture zone to be clear of all obstacles, and parked **Electric Scooters** at all times;
2. **Furniture Zone** means the area of the sidewalk used for all street furniture, street lights, recycling and waste receptacles, bicycle racks, and acts as a buffer between the roadway and the sidewalk zone. The surface of this zone may be concrete, asphalt, gravel or grass covered;
3. Frontage zone means the area for outdoor seating and display, as well as signage. This zone can be either public or private property, but this **Permit** does not allow for **Electric Scooters** to be parked in this zone;
4. Edge zone means the interface area of the sidewalk between the Parking/Driving zones and the Furniture **Zones**. It is measured as 0.6 metres from the face of curb and must be clear of parked **Electric Scooters** at all times;
5. The parking zone is the area of the roadway for parking of vehicles; and
6. The driving zone is the area of the roadway for vehicle operations and movements.

Sidewalk Parking

Permit Holders that do not require **Electric Scooters** to be locked to a fixed object must ensure that:

1. **Electric Scooters** are parked in a **Furniture Zone** and must not be parked in a way that obstructs or interferes in the Sidewalk zone or Edge zone at any time;
2. In the absence of a **Furniture Zone**, **Electric Scooters** must not be parked in a way that impedes pedestrians moving through the Sidewalk zone and Frontage zone to access any buildings. **Electric Scooters** must be parked next to the edge zone leaving at least 2.0 metres of sidewalk zone unobstructed for pedestrian movements. **Electric Scooters** must not be parked where these minimum distance requirements cannot be met.

Permit holders that require **Electric Scooters** to be locked to a fixed object must ensure that **Electric Scooters** are not locked to anything other than a **City** Bicycle rack or in a designated parking area.

Electric Scooters must not be locked to:

1. Transit stop signs or shelters;
2. Benches;
3. Fire hydrants;
4. Ramp or staircase railings;
5. Traffic control signs;
6. Patios;
7. Utility infrastructure;
8. Street lights and power poles; and
9. Trees.

Street Parking

Parking **Electric Scooters** on the street in the Parking Zone will be allowed in residential areas, wherever a vehicle may be legally parked. On streets where a Residential Parking Permit is required for vehicles, **Electric Scooters** may only be parked in the Parking Zone within 5 metres of an intersection. However, **Electric Scooters** may not be parked on a street within a Park Plus payment zone, unless it is a designated parking area for **Electric Scooters**.

Electric Scooters must not be parked in a way that impedes vehicular traffic from moving on the roadway or accessing driveways and must not be parked in the Driving zone at any time.

Electric Scooters must not be parked in locations within or on:

1. C-Train stations, Bus terminals, MAX stations, and Bus zones, except in designated parking areas;
2. Loading zones;
3. Accessible parking zones;
4. Wheelchair ramps, Bicycle ramps or curb ramps;
5. Bridges;
6. Center median islands;
7. Within 1.5 metres of an access to a garage or driveway;
8. Street furniture that requires pedestrian access (benches, pay parking station, bus shelters);
or
9. Within shrub beds or within 0.5 metres of trees.

Within City Park Spaces

Electric Scooters must not be parked on a pathway or within 1.0 metre of either side of a pathway, as shown in appendix D in Figure 1.3.

Electric Scooters can be parked within the **Furniture Zone** along the Eau Claire and Riverwalk promenades, the shared use space along the south side of the Bow River from [The Elbow River Traverse](#) to 10 St SW, provided that they do not impede pedestrian access to furniture (benches, garbage cans, information signs, etc.). **Electric Scooters** must be parked in a way that leaves at least 2.0 metres of unobstructed space for pedestrian movements.

Electric Scooters must not be parked within shrub beds or parked within 0.5 metres of a tree.

The City may create designated parking areas in any Parks spaces where **Electric Scooter** parking causes concerns for operations or the public.

Designated Parking Areas

The City anticipates designating **Electric Scooter** parking areas in high pedestrian traffic locations such as business improvement areas, transportation hubs or in other public spaces. The purpose of these parking areas is to provide an orderly and intuitive location to place **Electric Scooter** and will not necessarily require racks to lock **Electric Scooters** physically.

The City will determine where designated parking areas will be required. **Permit Holders** will be able to suggest locations, but **The City** will provide final assignments and timelines for installation of these designated parking areas. **The City** will be responsible for the installation and maintenance of these designated parking areas. **Permit Holders** will be responsible for marking these areas appropriately on their **In-App** software. **The City** may cap the number of **Electric Scooters** allowed to be staged within each designated parking area.

Temporary Parking Restrictions

The City may impose temporary **Electric Scooter** parking restrictions due to construction, parades, festivals, public gatherings or other situations affecting the normal operation of the right-of-way. Where **The City** has done so, a **Permit Holder** will be responsible for marking these areas appropriately on their **In-App** software within 7 days of notice and ensure **Customers** are informed on how to operate in these areas.

Temporary Fleet Removal

Upon direction of **The City** due to a major weather event, emergency event, or other situations requiring immediate action, the **Permit Holder** must collect and secure all, or a portion of, the **Permit Holder**-owned or controlled **Electric Scooters** to a location outside of the public right-of-way or to a location that does not otherwise impede **The City's** access and response to the situation for the duration of the event.

AGAIN, THE CITY MAY UPDATE, ADD, AND OR CHANGE ANY PARKING REQUIREMENTS IN RESPONSE TO ISSUES THAT COME TO LIGHT DURING THE OPERATION OF THE PILOT. ANY CHANGES WILL BE CIRCULATED TO PERMIT HOLDERS.

E. Operations and Maintenance

Permit Holders must operate 7 days a week during the **Operating Season**. **Permit Holders** must cease operations during the **Winter Season**.

Permit Holders must deploy a minimum of 250 **Electric Scooters** within four (4) weeks of the selected launch date.

Permit Holders must have staffed operations located within **The City** for the purpose of **Electric Scooter** maintenance, **Rebalancing**, collection, and retrieval.

Permit Holders must have a 24-hour **Customer** service phone number and email that is monitored 24 hours a day, 7 days a week during the **Operating Season**, so the public can report safety concerns, complaints, or ask questions.

Permit Holders are required to remedy any **Electric Scooter** parked in violation of the **Permit** or other **City** Bylaws and must be re-parked in a correct manner or removed by the **Permit Holder** within two (2) hours of receiving a "parking in violation of the **Permit**" notice.

Permit Holders must remove any inoperable **Electric Scooter** or any **Electric Scooter** that is not safe to operate as soon as possible. Once notified of an issue, the **Permit Holder** must remotely lock down the **Electric Scooter** as soon as possible, to ensure it cannot be used.

Permit Holders must provide **The City** with a direct contact for staff that are capable of **Rebalancing Electric Scooters**.

Permit Holders must rebalance any **Electric Scooters** within two (2) hours of receiving notice. If notice is brought to the attention of the **Permit Holder** between the hours of 10:00 pm – 6:00 am, **Electric Scooters** must be rebalanced no later than 8:00 am on the same morning they were notified.

Note: A **Rebalancing Electric Scooter** notice is not the same as an **Electric Scooter** parking in violation of the **Permit** notice or safety concern notice.

Permit Holders must acknowledge that allowing **Electric Scooter** to be parked outside increases exposure to snow, water and gravel that may be deposited on the spaces adjacent to streets, sidewalks, and pathways during **City** street maintenance activities. These materials can contain hydrocarbons and salt residues, which may result in premature wear of **Electric Scooters** components.

Permit Holders must take steps to inspect, repair and maintain all **Electric Scooters** so as to ensure public safety.

F. User Experience, Education, and Encouragement

Permit Holders are responsible for informing its **Customers** on how to use its services, how to ride and park its **Electric Scooters** legally and in compliance with any requirements set out in this Framework.

Permit Holders must encourage **Customers** to wear a helmet **In-App** and on their company website.

Permit Holders must create and maintain a company website and/or a social media platform that clearly states the terms and conditions, including **Customer** instructions, privacy policies, and all rental fees and costs.

Permit Holders must provide a discount rate program plan to **The City**. The plan must detail how the **Permit Holder** could provide services that are affordable, accessible and equally distributed for low-income residents of Calgary.

Permit Holders must forward periodic updates to users as per information prescribed by **The City**.

Permit Holders must provide targeted community outreach at their own cost to inform the citizens of Calgary about **the Shared Electric Scooter Pilot**, their **Electric Scooters**, systems, and policies. Target community outreach includes:

1. Participation or attendance at public meetings and events;
2. Participation or attendance at community-led events or gatherings;

3. Meeting with Business Improvement Areas (BIA's), community associations, business owners, and other groups in the **Service Area**; and
4. Hosting community events within the **Service Area**.

G. Data Sharing and Reporting

Permit Holders must comply with the following data sharing requirements:

1. **Permit Holders** must supply an **Electric Scooter** inventory list to **The City** complete with each unique identifier number and serial numbers before making any **Electric Scooter** available for rent;
2. **The City** requires access to historical **Trip** and fleet status changes, which must be stored by the **Permit Holder** and made accessible to **The City** at any time during the **Permit**, and for at least six months after the **Pilot** ends. Unless otherwise stated, this data should comply with the data tables in appendix E – Item E.2 and E.3, which are based on the Mobility Data Specification (MDS) <https://github.com/CityOfLosAngeles/mobility-data-specification>);
3. To ensure that **Electric Scooter** locations are known, even when not in use, all **Electric Scooters** must have a location tracking component that is affixed to itself. This excludes phone-based location services information (i.e. Bluetooth technology);
4. The **Permit Holder** must collect and make data available for parking issue occurrences reported and the responses to each of them. This will include parking infractions reported by **The City**, general public, **Customers** and the **Permit Holder**;

The **Permit Holder** must generate a data record that describes each parking report, the location of the **Electric Scooter** if possible, the time it was reported, the time it was responded to and how the action required. The complete data table requirements for parking data can be found in appendix E – Item # E.4;

5. The **Permit Holder** must collect and make data available for all known incidents in which their **Electric Scooter** was involved in a collision, accident, injury or property damage and make this data available upon request. The complete data table requirements for incident data can be found in appendix E – Item #E.5;
6. All **Permit Holders** must generate a publicly available real-time data feed online in a uniform format so that map and transportation based apps can easily incorporate this data into their platforms. This feed must include information about the system and **Electric Scooters** available for use and must be consistent with the most current General Bikeshare Feed Specification (GBFS) (<https://github.com/NABSA/gbfs>). The **Permit Holder** must inform

- The City** of the location of the feed on the internet and any changes that are made to the type of information being published;
7. The **Permit Holder** will provide API access on an ongoing basis during the **Permit** so that **The City** can access and locally store all of the data shared under the conditions of this **Permit**;
 8. The **Permit Holder** must make all data accessible to **The City** or to a **City**-approved third-party data aggregator, such as a university or academic institution, through an application program interface (API);
 9. The **Permit Holder** must meet all the conditions for data, sharing and reporting for the **Pilot** set out in Appendix E at all times during the **Permit**; and
 10. Failure to comply with these conditions could result in the revocation of the **Permit**.

H. Survey

Permit Holders must conduct an opt-in member survey at least once during the **Pilot**. If the **Permit Holder** is operational in both 2019 and 2020, they must conduct a survey in each calendar year. A set list of 5-10 survey questions to be asked of the **Customers** will be provided by **The City** for each survey. The **Permit Holder** must include these questions and may include other questions, subject for approval of **The City**. Gender will be reported by male, female, and other. Age will be reported in these age groups: 17 and under, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.

Survey results, showing the response and feedback a must be shared with **The City** in a .pdf, .xls or .csv format. Survey results must be provided to **The City** no later than 30 days after the survey periods have ended.

I. Data Privacy

Permit Holders must employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).

Permit Holders must provide a privacy policy that safeguards **Customers'** personal, financial, and travel information and usage including, but not limited to, **Trip** origin and destination data. **Permit Holders** agree to make its policies, procedures and practices regarding data security available to **The City**, upon request, and further agrees that **The City** reserves the right to hire a third party to perform a security audit at any time through the **Permit** term, or at any time **The City** determines that an audit is warranted.

Permit Holders must provide **Customers** with the opportunity to explicitly assent to any terms of service, or user agreements. Separately, **Customers** must have the ability to decline to share any data not required to enable the **Permit Holder** to process and complete the transaction. The **Customers** options with regard to these requirements must be clearly stated and easily accessed by the **Customer**.

Permit Holders must not claim any legal right in its terms of use, privacy policy, or elsewhere to institute retroactive changes to its Privacy Policy and must provide an opportunity for the **Customer** to explicitly assent prior to any changes to its data practices, including uses of data the **Permit Holder** collected under a prior policy.

FINAL

Appendix A: Sample Permit with Conditions

Shared Electric Scooter Pilot Permit

Authorization
<p>Permit Holder: _____</p> <p>Permit Number: _____</p> <p>Date of Issue: _____</p> <p>This Permit authorizes the Permit Holder to engage in Shared Electric Scooter activities in The City of Calgary pursuant to section 5(b)(5) and (c) of Calgary Street Bylaw 20M88, section 30 of the Calgary Parks and Pathways Bylaw 11M2019, and section 29 of the Calgary Traffic Bylaw 26M96.</p> <p>_____</p> <p>Director, Roads</p> <p>_____</p> <p>Director, Calgary Parks</p> <p>_____</p> <p>Traffic Engineer</p> <p>The Permit is valid for the entirety of the Pilot from <u>MM/DD/YYYY</u> to <u>10/31/2020</u>.</p>

GENERAL PROHIBITIONS AND CONDITIONS:

The City may refuse any **Permit** application or **Permit** extension or re-application request, and may amend, vary or revoke the **Permit** at any time. The **Permit Holder** must comply with all **City Bylaws**, and **Provincial and Federal Laws**. Failure to comply with any conditions of the **Permit** may risk having the security deposit being deducted from, revocation of the **Permit**, and may lead to charges under the Street Bylaw, Traffic Bylaw or Parks and Pathways Bylaw.

Before accepting this **Permit**, the **Permit Holder** must read all the requirements set out in the Framework for **Shared Electric Scooter Pilot** and upon receipt of a **Permit** must agree to comply with all of the terms and conditions stated therein.

The City will notify the **Permit Holder** of any changes to the conditions of the **Permit** and the time period for which to comply.

The **Permit Holder** is encouraged to seek legal advice before signing and agreeing to comply with all conditions in this **Permit**.

CONDITIONS OF PERMIT:

1. The **Permit Holder** must comply with all requirements and conditions contained within the Framework for **Shared Electric Scooter Pilot** (the “Framework”), including all requirements set out in the Application Process and **Permit** Requirements sections of the Framework (*Available for review at www.calgary.ca/scootershare*), including but not limited to the following:
 - a. the **Permit Holder** must have all **Customers** sign a RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT against **The City**, as required in Appendix B of the Framework;
 - b. the **Permit Holder** must continue to agree to all terms and conditions agreed to as an **Applicant** for a **Permit** to participate in the **Pilot** including the RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS agreed to as part of the Application process, a copy of which is attached to this **Permit** as **Schedule “A”**;
 - c. the **Permit Holder** must submit all fees required under the Framework;
 - d. the **Permit Holder** must respond to all pedestrian obstructions or safety concerns as soon as possible, but not later than 2 hours from when the **Permit Holder** becomes aware of an issue;
 - e. the **Permit Holder** must comply with any changes to the **Pilot**, including the **Pilot** Requirements or **Permit** conditions within the period specified by **The City**;
 - f. the **Permit Holder** must comply with all riding and parking requirements specified in the Framework, in addition to any requirements contained in **City**, Provincial or Federal legislation;
 - g. the **Permit Holder** must comply with all operations and maintenance requirements as specified in the Framework; and
 - h. the **Permit Holder** must comply with all data sharing and reporting requirements as set out in the Framework.

2. The **Permit Holder** must obtain insurance and agrees to indemnify **The City** as follows:

Indemnity:

- (1) The **Permit Holder** hereby agrees to indemnify, defend and hold harmless the **Indemnified Parties** from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “Claims”), by whomever made, sustained, incurred, brought or prosecuted, including bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the **Permit Holder**, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the **Permit Holder’s** obligations under, or otherwise in connection with, the **Permit**. The **Permit Holder** further agrees to indemnify, defend and hold harmless the **Indemnified Parties** from any Claims to which the **Indemnified Parties** may be put or suffer by reason of any breach of the **Pilot** by any Act, Regulation, bylaw, or rule. The **Permit Holder** further agrees to indemnify and hold harmless the **Indemnified Parties** for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation the **Indemnified Parties**, claimed or resulting from such Claims. The obligations contained in this paragraph will survive the termination or expiry of the **Permit**.

Insurance Requirements

- (2) The **Permit Holder** hereby agrees to put in effect and maintain insurance for the **Permit Holder**, at its own expense, in a form that is satisfactory to **The City** and with insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta, the following insurance policies:
- (a) a commercial general liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TEN MILLION DOLLARS (\$10,000,000) CDN, inclusive limit for any one occurrence and such policy must include:
- i. **The City of Calgary** as an additional insured;
 - ii. a cross liability clause;
 - iii. blanket contractual liability coverage;
 - iv. a non-owned automobile liability clause;
 - v. products and completed operations coverage;
 - vi. the waiving of every right of subrogation by the insurance company or companies against **The City** arising out of or in any way connected with the performance of the **Pilot**; and
 - vii. no participant’s exclusionary clause;

- (b) property insurance on an “All Risks” basis for the full replacement cost of all property owned and/or operated by the **Permit Holder**;
 - (c) an automobile third party liability insurance policy (Owner’s form) for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) CDN inclusive limit for any one occurrence insuring each and every automobile used in the performance of this **Pilot**;
 - (d) the **Permit Holder** will maintain Cyber and privacy liability insurance covering actual or alleged acts, errors or omissions committed by the **Permit Holder** its agents, subcontractors, or employees in an amount not less than TWO MILLION DOLLARS (\$2,000,000) CDN inclusive limit for any one occurrence. The policy shall include coverage for cyber security risks (such as data breaches, unauthorized access/use, ID theft, privacy violations, degradations, and downtime), failure to protect confidential information from disclosure, personal injury, and infringement of intellectual property, including copyrights and trademarks, defense of any regulatory action involving a breach of privacy and notification costs, whether or not required by statute. **The City** shall be endorsed as an additional Insured, and the policy will include no provision that would prevent, preclude, or exclude a claim brought by **The City**; and
 - (e) a provision for **The City** to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change requested by the **Permit Holder** of the insurance policies.
- (3) The **Permit Holder** will be responsible for all deductibles that may apply in any of the required insurance policies.
- (4) The **Permit Holder** covenants and agrees that **The City's** insurance requirements will not be construed to and will not, in any manner, limit or restrict the liability of the **Permit Holder**.
- (5) The insurance requirements set out above will be primary and **The City's** insurance will be non-contributory.

Proof of Insurance

- (6) The **Permit Holder** will provide **The City** with proof of the insurance required by this **Pilot** in the form of valid certificates of insurance that reference this **Pilot** and the operation of **Shared Electric Scooters** and confirm the required coverage, before the execution of the **Pilot** by **The City**, and renewal replacements on or before the expiry of any such insurance. Upon the request of **The City**, a copy of each insurance policy will be made available to it. The **Permit Holder** will ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that **The City** and **Indemnified Parties** are named as

additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

3. Upon signing, payment and receipt of this Permit, the Permit Holder is deemed to have read, understood and agreed to all requirements and conditions outlined in the Permit. A Corporate Signing Authority Affidavit and Witness Affidavit must be attached with this signed copy of this Permit before the Permit will be issued.

4. Permit Fee Calculation

Name of Fee	Rate	Units	Subtotal
Street Use	\$50 per Electric Scooter		
Electric Scooter Education and Encouragement	\$10 per Electric Scooter		
Security Deposit	\$25 per Electric Scooter to a maximum of \$15,000		
Subtotal of Fee			
GST (R119457869)			
TOTAL			

Per:

Witness Signature

(Corporate seal or Signature of Authorized Corporate Agent)

(Print name here)

(Print name here)

Per:

(2nd Signature of Authorized Corporate Agent if required)

(Print name here)

Appendix B: Indemnity and Release of Liability, Waiver of Claims and Assumption of Risk for all Customers

Indemnity:

- (1) The **Permit Holder** hereby agrees to indemnify, defend and hold harmless the **Indemnified Parties** from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the **Permit Holder**, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the **Permit Holder's** obligations under, or otherwise in connection with, the **Permit**. The **Permit Holder** further agrees to indemnify, defend and hold harmless the **Indemnified Parties** from any Claims to which the **Indemnified Parties** may be put or suffer by reason of any breach of the **Pilot** by any Act, Regulation, bylaw, or rule. The **Permit Holder** further agrees to indemnify and hold harmless the **Indemnified Parties** for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation the **Indemnified Parties**, claimed or resulting from such Claims. The obligations contained in this paragraph will survive the termination or expiry of the **Permit**.

Release of Liability, Waiver of Claims and Assumption of Risk for all Customers

1. The **Permit Holder** must require all **Customers**, as a term and condition of using any **Electric Scooter** in the **Pilot**, to release **The City** from all claims, actions, damages, liabilities, losses, costs and expenses whatsoever as may be suffered by any **Customer** arising from or related to the use of **Electric Scooters** within the **City**, and provide **The City** with proof of acceptance of such terms and conditions by each **Customer** upon request.

Appendix C: Insurance Requirements

Insurance Requirements

1. The **Permit Holder** hereby agrees to put in effect and maintain insurance for the **Permit Holder**, at its own expense, in a form that is satisfactory to **The City** and with insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta, the following insurance policies:
 - (a) A commercial general liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TEN MILLION DOLLARS (\$10,000,000) CDN inclusive limit for any one occurrence and such policy must include:
 - i) **The City of Calgary** as an additional insured;
 - ii) a cross liability clause;
 - iii) blanket contractual liability coverage;
 - iv) a non-owned automobile liability clause;
 - v) products and completed operations coverage;
 - vi) the waiving of every right of subrogation by the insurance company or companies against **The City** arising out of or in any way connected with the performance of the **Pilot**; and
 - vii) no participant's exclusionary clause.
 - (b) property insurance on an "All Risks" basis for the full replacement cost of all property owned and/or operated by the **Permit Holder**;
 - (c) An automobile third party liability insurance policy (Owner's form) for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) CDN inclusive limit for any one occurrence insuring each and every automobile used in the performance of this **Pilot**;
 - (d) the **Permit Holder** will maintain Cyber and privacy liability insurance covering actual or alleged acts, errors or omissions committed by the **Permit Holder** its agents, subcontractors, or employees in an amount not less than TWO MILLION DOLLARS (\$2,000,000) CDN inclusive limit for any one occurrence. The policy shall include coverage for cyber security risks (such as data breaches, unauthorized access/use, ID theft, privacy violations, degradations, and downtime), failure to protect confidential information from disclosure, personal injury, and infringement of intellectual property, including copyrights and trademarks, defense of any regulatory action involving a breach of privacy and notification costs, whether or not required

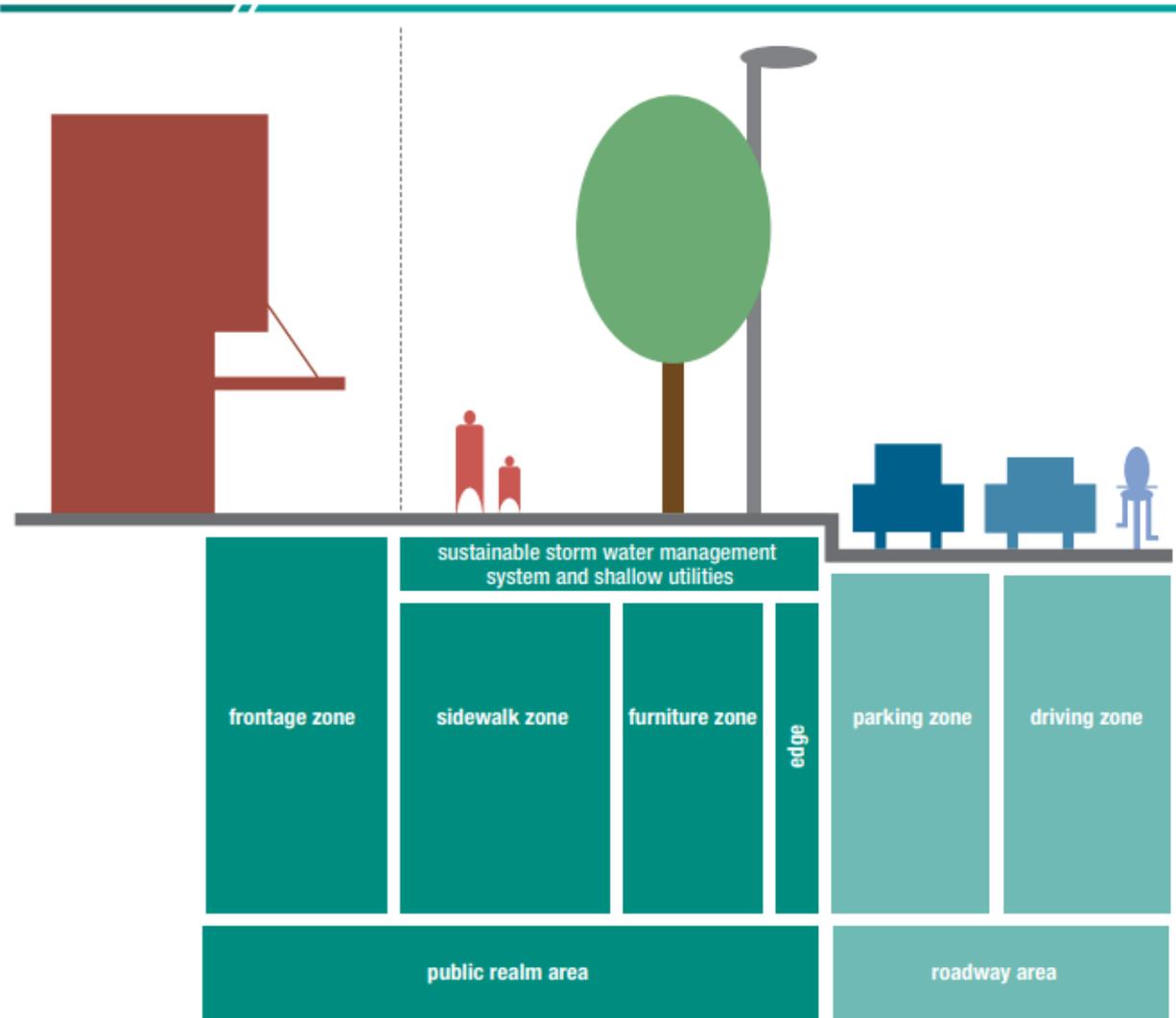
- by statute. **The City** shall be endorsed as an additional Insured, and the policy will include no provision that would prevent, preclude, or exclude a claim brought by **The City**; and
- (e) a provision for **The City** to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change requested by the **Permit Holder** of the insurance policies.
 - 2. The **Permit Holder** will be responsible for all deductibles that may apply in any of the required insurance policies.
 - 3. The **Permit Holder** covenants and agrees that **The City's** insurance requirements will not be construed to and will not, in any manner, limit or restrict the liability of the **Permit Holder**.
 - 4. The insurance requirements set out above will be primary and **The City's** insurance will be non-contributory.

Proof of Insurance

- 5. The **Permit Holder** will provide **The City** with proof of the insurance required by this **Pilot** in the form of valid certificates of insurance that reference this **Pilot** and the operation of **Shared Electric Scooters** and confirm the required coverage, before the execution of the **Pilot** by **The City**, and renewal replacements on or before the expiry of any such insurance. Upon the request of **The City**, a copy of each insurance policy will be made available to it. The **Permit Holder** will ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that **The City** and **Indemnified Parties** are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

Appendix D: Parking Reference Material

Figure 1.1 Public Realm Components and Zones



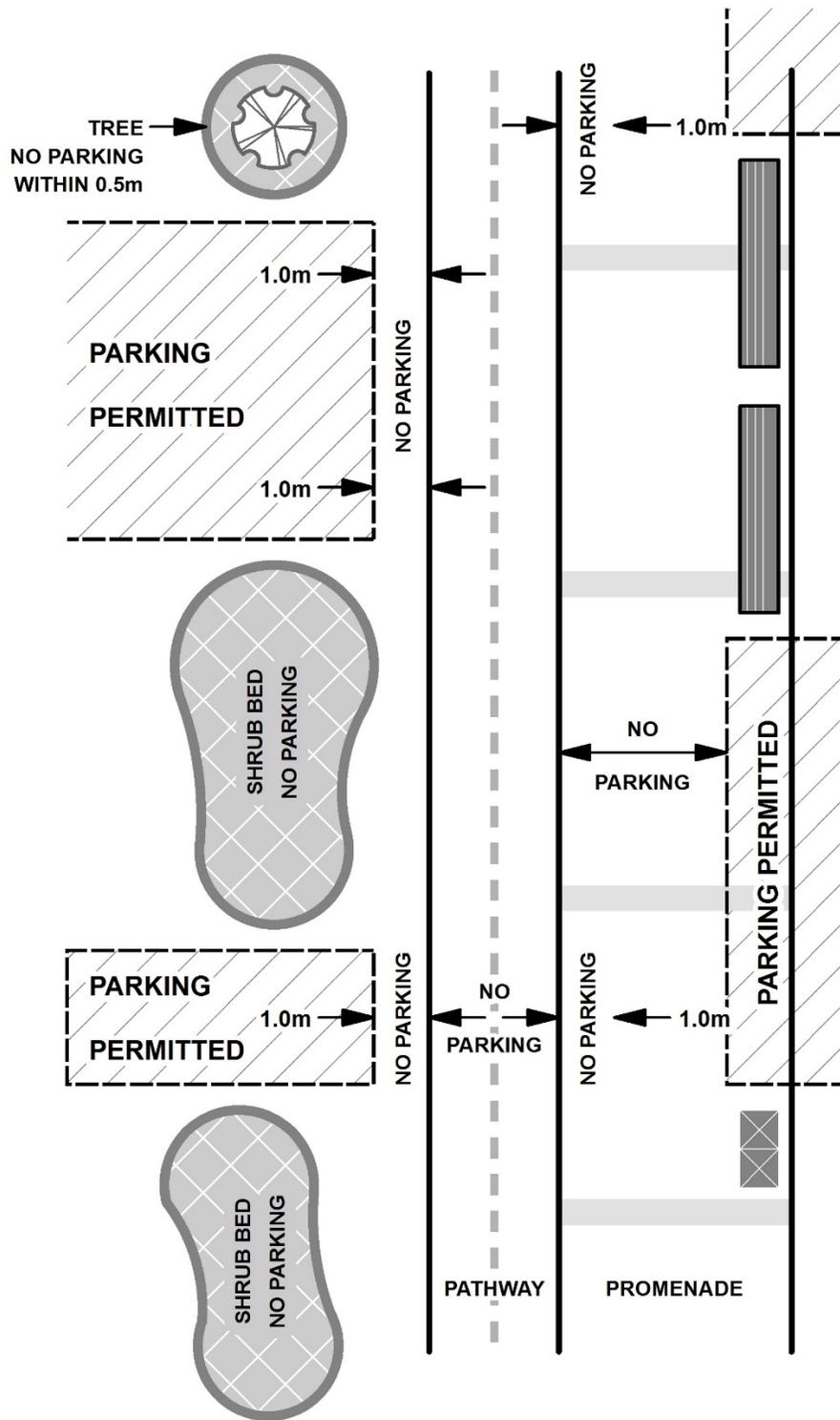
2014 Complete Streets Guide, The City of Calgary, 2014

Figure 1.2 Public Realm Components and Zones on 33 Avenue SW



edge zone	furniture zone	sidewalk zone	frontage zone
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Figure 1.3 Parking Guidelines in park space



Appendix E: Data Tables

Data tables listed below are based on the Mobility Data Specification (MDS), including the MDS requirement to publish a GBFS feed. The MDS format has been modified to fit **The City's** needs by removing unneeded fields in some cases. All vehicle registration and event data should comply with the MDS found here. Where discrepancies exist between the following data tables and MDS, the data tables in this document will govern. In those cases, the **Permit Holder** is encouraged to inquire with the Project Manager of the **Shared Electric Scooter Pilot**.

It is noted that Data tables E.4 and E.5 are not a requirement of the MDS but are required for this **Pilot**. This must be submitted as a monthly summary of the data it collects in a calendar month, no later than the tenth day of the following month in either .pdf, .xls or .csv format

Geographic Data

References to geographic datatypes (Point, MultiPolygon, etc.) imply coordinates encoded in the WGS 84 (EPSG:4326) standard GPS projection expressed as Decimal Degrees. Whenever an individual location coordinate measurement is presented, it must be represented as a GeoJSON Feature object with a corresponding timestamp property and Point geometry:

```
{
  "type": "Feature",
  "properties": {
    "timestamp": 1529968782421
  },
  "geometry": {
    "type": "Point",
    "coordinates": [
      -118.46710503101347,
      33.9909333514159
    ]
  }
}
```

E.1 GBFS Data Table (*Realtime Data*)

The City requires that **Permit Holders** publish the following GBFS files:

gbfs.json	Auto-discovery file that links to all of the other files published by the system. This file is optional in the GBFS but required by The City.
system_information.json	Describes the system including System operator, System location, year implemented, URLs, contact info, time zone.
free_bike_status.json	Describes Bicycles/ Electric Scooters that are available in non station-based systems

Optional files

The following files are supported by GBFS but are not mandatory:

system_pricing_plans.json	Describes the system pricing
system_alerts.json	Describes current system alerts

E.2 Fleet Status Table (*Status Changes*)

Field Name	Required	Type	Description	Allowed Values	Example
provider_name	Yes	String	Company name, assigned by The City	Depends on company	Company Name
device_id	Yes	String	A unique device ID in UUID format	Assigned by company, max 30 characters	
vehicle_id	Yes	String	Vehicle Identification Number visible on the vehicle	Assigned by company, max 30 characters	
vehicle_type	Yes	Enum	The type of device	Bicycle Scooter	Scooter
propulsion_type	Yes	Enum	The type of propulsion for the device	human electric_assist electric	Electric assist
event_type	Yes	Enum	See event table		
event_time	Yes	Integer	Timestamp of Trip start time, in UNIX millisecond epoch time	UNIX epoch millisecond time	1554159971
event_location	Yes	GeoJSON Point Feature	Location of the device when the change was made		
battery_pct	Yes, if electric	Float	Percent battery charge of device	0 to 1	0.21

Event Table – Providers (Permit Holder)

event_type	Description	event_type_reason	Description
available	A device becomes available for user use	service_start	Device introduced into service and is available for users
		user_drop_off	User ends reservation
		rebalance_drop_off	Device moved for rebalancing
		maintenance_drop_off	Device introduced into service after being removed for maintenance
reserved	A user reserves a device (even if Trip has not started yet)	user_pick_up	user reserves device or has it on hold.
unavailable	A device is on the street but becomes unavailable for user use	maintenance	A device is no longer available due to equipment issues
		low_battery	A device is no longer available due to insufficient battery
removed	A device is removed from the street and unavailable for user use	service_end	Device removed from street because service has ended for it
		rebalance_pick_up	Device removed from street and will be placed at another location to rebalance service
		maintenance_pick_up	Device removed from street so it can be worked on

E.3 Trip Data Table

Field Name	Required	Type	Description	Allowed Values	Example
provider_name	Yes	String	Company name, assigned by The City	Depends on company	Company Name
device_id	Yes	String	A unique device ID in UUID format	Assigned by company , max 30 characters	EB0001
vehicle_type	Yes	Enum	The type of device	bicycle scooter	scooter
propulsion_type	Yes	Enum	The type of propulsion of the device	Human electric_assist electric	electric_assist
trip_id	Yes	String	Unique identifier for the Trip	Assigned by company, max 30 characters	00000001
trip_distance	Yes	Integer	Trip distance, in metres	Metres	449
trip_duration	Yes	Integer	Time, in Seconds	Integers	301
route	Yes	GeoJSON Feature Collection	See Routes detail below		
accuracy	Yes	Integer	The approximate level of accuracy, in metres, of points within route	Metres	40
start_time	Yes	Integer	Timestamp of Trip start time, in UNIX millisecond epoch time	UNIX epoch millisecond time	1554159971
end_time	Yes	Integer	Timestamp of Trip start time, in UNIX millisecond epoch time	UNIX epoch millisecond time	1554159971
parking_verification_url	Optional	String	A URL to a photo (or other evidence) of proper vehicle parking	Url	
standard_cost	Optional	Integer	The cost, in cents, that it would cost to perform that trip in the standard operation of the System	Integers	140
actual_cost	Optional	Integer	The actual cost, in cents, paid by the customer of the mobility as a service provider	Integers	0

Routes

To represent a route, provider APIs must create a GeoJSON Feature Collection, which includes every observed point in the route, even those which occur outside the service area.

Routes must include at least 2 points: the start point and end point. Routes must include all possible GPS samples collected by a Provider AND the accuracy rating for each point provided from the collecting tool (cellphone, smart lock, etc). Providers may round the latitude and longitude to the level of precision representing the maximum accuracy of the specific measurement. For example, a-GPS is accurate to 5 decimal places; differential GPS is generally accurate to 6 decimal places.

```
"route": {
  "type": "FeatureCollection",
  "features": [{
    "type": "Feature",
    "properties": {
      "timestamp": 1529968782421
    },
    "geometry": {
      "type": "Point",
      "coordinates": [
        -118.46710503101347,
        33.9909333514159
      ]
    }
  },
  {
    "type": "Feature",
    "properties": {
      "timestamp": 1531007628377
    },
    "geometry": {
      "type": "Point",
      "coordinates": [
        -118.464851975441,
        33.990366257735
      ]
    }
  }
  ]
}
```

E.4 Parking Data Table

Field Name	Required	Type	Description	Allowed Values	Example
create_dt_utc	Yes	String	Time the company receives a parking report in Universal Coordinated Time (UTC)	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
latitude_x	No, if not provided must include location description	Number	Scooters latitude at time of record to at least four decimal places	00.0000	51.0453
longitude_y	No, if not provided must include location description	Number	Scooters latitude at time of record to at least four decimal places	-000.0000	-114.0573
location	No, if not provided must include lat/long	String	The reported location of the Scooter, if latitude and longitude are not available		Bow River West of 14 St
scooter_id	Optional	String	Unique identifier for the Scooter if reported or found	Assigned by company, max 30 characters	
reporter	Yes	String	Who initiated the parking report	C-Train Customer City Public	Public
report_type	Yes	String	The report allegations (multiple values permitted): <ul style="list-style-type: none"> - Illegal parking: The Scooter is alleged to be illegally parked - Damaged: The Scooter is alleged to be damaged and in-operable - Abandoned: The Scooter is alleged to have been idle for 5 days or more - Irretrievable: Hazard or lack of legal access prevent the company from locating or removing the Scooter. 	Illegal Parking Damaged Abandoned Irretrievable	Damaged
response_time	Yes	String	Length of time the Permit Holder has to respond to the report: <ul style="list-style-type: none"> - 2 hours 	2 Hours	Before 8am
response_notes	Yes	String	Description of companies response (multiple values permitted): <ul style="list-style-type: none"> - Number of Scooters - Reparked: The Scooter was located, visually confirmed to be improperly parked or idle, and removed, reparked, or adjusted. - NoAction: The Scooter was located and visually confirmed to be properly parked. Company may leave Scooter or remove it. - Lost: The Company confirms that the Scooter is not at the reported 	One, Two, Three... Reparked NoAction Lost Irretrievable RiderMoved	One Reparked

			<p>location and the company is unable to locate the Scooter.</p> <ul style="list-style-type: none"> - Irretrievable: Hazard or lack of legal access prevent the company from locating or removing the Scooter. - RiderMoved: A rider rents and moves the Scooter before the company responds to the report. 		
--	--	--	---	--	--

FINAL

E.5 Incident Data Table

Field Name	Required	Type	Description	Allowed Values	Example
create_dt_utc	Yes	String	Time the company receives the incident report in Universal Coordinated Time (UTC)	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
latitude_x	No, if not provided must include location description	Number	Scooters latitude at time of record to at least four decimal places	00.0000	51.0453
longitude_y	No, if not provided must include location description	Number	Scooters latitude at time of record to at least four decimal places	-000.0000	-114.0573
location	No, if not provided must include lat/long	String	The reported location of the Scooter, if latitude and longitude are not available		Bow River West of 14 St
scooter_id	Optional	String	Unique identifier for the Scooter if known	Assigned by company, max 30 characters	
reporter	Yes	String	Who initiated the incident report	Company Customer City Public	Public
response_action	Yes	String	Description of companies response: <ul style="list-style-type: none"> - Repaired: Scooter was located, visually confirmed to need maintenance, and repaired without being removed from deployment - Removed: Scooter was located, visually confirmed to need maintenance, and removed from deployment - NoAction: Scooter was located and confirmed not to need maintenance. - Lost: Scooter confirmed not to be at reported location and the company is unable to locate it. - Irretrievable: Hazard or lack of legal access prevent a company from locating or removing the Scooter. 	Repaired Removed NoAction Lost Irretrievable	Removed
injury	Yes	String	Whether any injuries are reported	Yes No	Yes
police_report	Yes	String	Whether a police report is filed	Yes No	No
notes	No	String	Description of the incident, including any additional information the company collected		

Appendix F: Affidavit and Witness Forms for Application

AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY

I, _____ of the _____ in the Province of
(print name) (City)
_____,
(Province)

MAKE OATH AND SAY:

1. That I am an Officer or a Director of _____
(company name)
named as the **Applicant** in the Application for a Permit to Participate in the **Shared Electric Scooter Pilot**.
2. That I am authorized by the corporation to execute the Application for a Permit to Participate in the **Shared Electric Scooter Pilot** without affixing a corporate seal.

SWORN BEFORE ME at the City of _____)
, in the Province of _____,)
this ____ day of _____, 201___.)
) _____
) Signature
) Print Name: _____

Signature of Commissioner of Oaths in for the
Province of _____
Commission Expires: _____
Print Name of Commissioner: _____

WITNESS FORM

I, _____, of the _____ in the _____
(print witness name) (City) (Province)

MAKE OATH AND SAY:

1. That I was personally present and did see _____ (Officer or Director) of _____, (name)
(company name)

named in the within Affidavit Verifying Corporate Authority, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. That the same was executed at the City of _____, in the Province of _____, and that I am the subscribing witness thereto.

3. That I know the said _____ and he/she is in my belief of the full age of eighteen years.

SWORN BEFORE ME at the City of _____)
_____, in the Province of _____,)
this _____ day of _____, 201____.)
_____) _____)
) Signature of Witness
)
) Print Witness Name: _____)
)
_____) _____)

Signature of Commissioner for Oaths in and

for the Province of _____

Commission Expires: _____

Print Name of Commissioner: _____