

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this ____ day of July, 2018, by and between the City of Lawrence, Kansas, a municipal corporation, and VeoRide, Inc., an Indiana corporation.

RECITALS

- A.** Pursuant to the laws of the State of Kansas and the ordinances of the City of Lawrence, Kansas ("City"), the authority to use the Public Rights of Way within the City is vested in the reasonable police powers of the City;
- B.** VeoRide, Inc., an Indiana corporation ("VeoRide"), operates bike-share programs throughout the country and currently has an agreement with the University of Kansas ("KU") to operate, in accordance with the terms of that agreement, a pilot bike-share program on the KU campus;
- C.** VeoRide wishes to expand that pilot bike-share program from the KU campus to the City at large and, in so doing, to use the City's Public Rights of Way;
- D.** A bike-share program is consistent with the City's goals to improve bicycle approval, accessibility, and use within the community and to reduce single-occupant motor vehicle trips, as outlined as goals in various City plans and policies, including, *inter alia*, the Countywide Bikeway System Plan, Transportation 2040, the Climate Protection Plan, and STAR community ratings;
- E.** Accordingly, the City sees benefit accruing to the community from the operation of a well-run bike-share program and is willing to permit VeoRide to expand, on a limited basis, its pilot bike-share program from the KU campus to the City at large and to use the City's Public Rights of Way for that limited purpose, subject to the terms and conditions of this Memorandum of Understanding;
- F.** This Memorandum of Understanding memorializes the rights of the City and VeoRide, identifies the number of VeoRide bicycles that may be located within the City's Public Rights of Way, and identifies the location of areas within the City's Public Rights of Way where VeoRide may locate Bicycle Stations;
- G.** The parties further recognize that if VeoRide's pilot program is expanded, enlarged, or extended, then this Memorandum of Understanding may be amended by appending hereto addenda identifying the additional number of VeoRide bicycles that may be located in the City's Public Rights of Way and identifying additional locations within the City's Public Rights of Way where VeoRide may locate Bicycle Stations; and

- H. To those ends, the City and VeoRide enter into this Memorandum of Understanding, the terms of which shall, unless otherwise expressly agreed upon by the parties in writing, govern generally the relationship between the City and VeoRide.

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City and VeoRide, the City and VeoRide agree as follows:

TERMS

1. **Definitions.** For the purposes of this Memorandum of Understanding, the following words and phrases shall have the meanings given herein:
- (a) **"Bicycle Station"** means, for the limited purpose of this Memorandum of Understanding, those areas of the City's Public Rights of Way where a user may rent a bicycle or return a bicycle under VeoRide's Bike-Share program. Bicycle Stations are demarcated on those documents appended here as Addendum A, as amended, or any other document appended hereto as an addendum.
 - (b) **"Bike-Share"** means a transportation system whereby a user, for a point-to-point trip, may, through a mobile device, rent a bicycle at a self-serve Bicycle Station, use the bicycle, and then return the bicycle to another self-service Bicycle Station. Bicycle stations are created through Geofencing.
 - (c) **"City"** means the City of Lawrence, Kansas.
 - (d) **"Geofencing"** means the use of GPS or RFID technology to create a virtual geographic boundary.
 - (e) **"Public Rights of Way"** mean those areas of real property in which the City has a right of way interest, whether through acquisition or dedication. It shall include the area on, below, or above any present and future street, alley, avenue, road, highway, parkway, boulevard, or bridge, or other public way.
 - (f) **"VeoRide"** means VeoRide, Inc., an Indiana corporation, and any and all successors and assigns.

2. **Limitations.** In using the Public Rights of Way for the operation of its Bike-Share program, VeoRide acknowledges that it is subject to the following limitations:

(a) VeoRide acknowledges that nothing herein, nor any agreement appended hereto, shall convey to VeoRide title, equitable or legal, in any Public Right of Way of the City. Moreover, this Memorandum of Understanding does not:

(i) Grant VeoRide the right to use, for its Bike-Share program, other facilities or any other property, owned or controlled by the City, without the valid written consent of the City;

(ii) Grant VeoRide the authority to operate its Bike-Share program on any property owned by the City outside a Public Right of Way, including but not limited to public parks, City Hall, public works facilities, or other public property. The parties agree that the City and VeoRide shall -- if it becomes advantageous -- enter into separate agreements for the placement of Bicycle Stations on any City-owned property not located in a Public Right of Way; or

(iii) Grant VeoRide the authority to use, for its Bike-Share program, facilities or private property owned by a third party (A) without the prior valid written consent of that third party and (B) without the prior written approval of the Director of Planning and Development Services, or his or her designee, after his or her review, to ensure that the proposed use of the private property complies with the City's Land Development Code, Chapter 20 of the City Code.

(b) VeoRide acknowledges that nothing herein, nor any agreement appended hereto, shall be construed as giving VeoRide any exclusive rights or privileges.

3. **Use of Public Rights of Way.** In using the Public Rights of Way for the operation of its Bike-Share program, VeoRide shall be subject to all ordinances, resolutions, regulations, rules, or policies now or hereafter passed, adopted, or promulgated by the City, or any governing body hereafter having jurisdiction, related to the use of Public Rights of Way. VeoRide shall also be responsible for procuring all necessary permits, licenses, certifications, grants, registrations, or other authorizations that may be required by any governmental body having jurisdiction. In addition, VeoRide acknowledges that, in using the Public Rights of Way, it is subject to the following:

(a) VeoRide acknowledges that its use of the Public Rights of Way shall, in all matters, be subject to and subordinate to the City's use of the Public Rights of Way.

- (b)** VeoRide acknowledges, as part of its pilot Bike-Share Program, it will coordinate with the City's Director of Parks and Recreation, in consultation with the City's Right of Way Manager, or any person fulfilling that role, a reasonable, maximum number of bicycles that may be staged within the City's Public Rights of Way.
- (c)** VeoRide further acknowledges that it will be permitted to locate, for its Bike-Share program, Bicycle Stations within the City's Public Rights of Way only at those places demarcated on Addendum A, appended to this Memorandum of Understanding. Each Bicycle Station shall be adequately Geofenced and shall only permit the number of bicycles allowed at that location as agreed upon by the parties and as set forth in Addendum A. It shall be the responsibility of VeoRide to allocate and to transport bicycles to ensure that there is not an over-accumulation of bicycles at one Bicycle Station and to ensure that, generally, there are bicycles available at all Bicycle Stations shown on Exhibit A. VeoRide shall maintain Bicycle Stations, at all times, in an orderly fashion.
- (d)** VeoRide acknowledges that, while engaging in any activity in the Public Rights of Way, that it will, at its sole costs and expense and to the reasonable satisfaction of the City, fully repair and replace any earth, material, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind that are injured, damaged, or removed in the course of its activities.
- (e)** VeoRide acknowledges that, as may be reasonably necessary, upon fourteen (14) days written notice from the City, it shall relocate or adjust any of its Bicycle Stations located in a Public Right of Way. Such relocation or adjustment shall be made or performed by VeoRide at its sole cost and expense, without any cost or expense to the City or its authorized agents and contractors, and shall be subject to the rules and regulations of the City. If such relocation is permanent, then it shall be reduced to writing, signed by the parties, and shall be appended hereto as an addendum.
- (f)** To the extent that VeoRide uses above-ground markers or signs related to its use of the Public Rights of Way for the operation of its Bike-Share program, VeoRide agrees that it will seek City approval and comply with all City requirements, including those of the Conservation of Historic Resources Code, Chapter XXII of the City Code, before placing any such markers or signs and that said markers or signs shall, if so placed, be unobtrusive.

- (g) Before VeoRide creates a new Bicycle Station or moves a Bicycle Station from one location to another within the Public Rights of Way, VeoRide agrees that it will, prior to taking such action, receive City approval of said action. The Director of Parks and Recreation, in consultation with the City's Rights of Way manager, or any person fulfilling that role, shall have the authority to approve such actions. Such action shall be in writing, shall be signed by VeoRide and the Director of Parks and Recreation, and shall be appended hereto as an addendum.
4. **Accommodation.** The permission granted to VeoRide under this Memorandum of Understanding is given for good and valuable consideration. However, because of the benefits accruing to the community at large through a well-run Bike-Share program and because it assists the City in accomplishing goals relative to certain plans and policies, that license is given herein as an accommodation to VeoRide and shall be made without requiring the payment of rent from VeoRide. VeoRide acknowledges the City's right to the Public Rights of Way and agrees never to assail, resist, or deny such right by virtue of the VeoRide's use or occupancy of any portion thereof the City's Public Rights of Way under this Memorandum of Understanding.
5. **No Cost to the City.** VeoRide understands and acknowledges that its Bike-Share program shall be operated at its sole cost and expense and that the City shall not be responsible -- other than its responsibility for the care and maintenance of its Public Rights of Way -- for any costs or expenses related to the Bike-Share program.
6. **Fees.** VeoRide shall charge all users of the Bike-Share program the same fees that are set forth in its Memorandum of Understanding with KU or any amendment thereto or any future agreement with KU that may replace the current Memorandum of Understanding with KU. A copy of the current fee schedule is affixed hereto as Addendum B.
7. **Term; Option Terms.**
- (a) This Memorandum of Understanding shall be effective until 11:59 p.m. on March 31, 2019.
- (b) The City and VeoRide shall have the mutual option to extend the Term for four (4) additional and successive one-year terms (individually, "Option Term" and, collectively, "Option Terms"). The Memorandum of Understanding shall, at the end of the Initial Term or any Option Term, unless it is the fourth Option Term, automatically be extended an additional Option Term, commencing at 12:00 a.m. on April 1 and expiring at 11:59 p.m. on March 31 of the succeeding year, unless either party notifies

the other party of its intent to terminate or to renegotiate this Memorandum of Understanding at least thirty (30) days prior to the termination of the then-current Term. Option Terms shall be deemed a continuation hereof and shall not be considered a new Memorandum of Agreement or an amendment hereto.

(c) In no event shall this Memorandum of Understanding be extended beyond 11:59 p.m. on March 31, 2023. At that time or prior thereto, if the parties so desire, they may enter into a new Memorandum of Understanding.

8. **Termination.** The City reserves the right to terminate this contract immediately if Veoride's continued use or occupancy of the City's Rights of Way presents a health or safety hazard. Upon termination, whether by expiration of this Memorandum of Understanding or otherwise, VeoRide will retain ownership of its bicycles and attendant facilities. Upon expiration or termination, the parties' rights will be governed by paragraph 16 of this Memorandum of Understanding.
9. **Default.** The parties acknowledge that if either the City or VeoRide fails to perform or observe any material term, covenant, provision, or condition of this Memorandum of Understanding, or any addendum hereto, then that party will be in default. In the case of default, the other party shall send to the party in default a Notice of Default.
10. **Right to Cure.** From the date of written Notice of Default from the other party, the party in default shall have fourteen (14) days to cure any default.
11. **Failure to Cure.** If the party in default fails to cure the default in the time prescribed by Section 10, *supra*, then the other party shall have the right immediately to terminate this Memorandum of Understanding, or any agreement appended hereto, and may, at its discretion, pursue any other remedies that may be available to it at law or in equity and not otherwise proscribed by the terms of this Memorandum of Understanding Agreement.
12. **Indemnity.** During the time that this Memorandum of Understanding is in effect, VeoRide agrees to indemnify, defend, save, and hold harmless the City, its officers, commissioners, agents, employees, grantees, and assigns, from and against all claims, actions, liabilities, damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise out of, or are in any way related to VeoRide's use or occupancy of the City's Rights of Way or any portion thereof for the location of its Bike-Share Program on account of any injury to persons or damage to property. This indemnification clause shall not apply to any injury or damage caused by the City's own negligence. This indemnification clause shall survive the expiration of this Memorandum of Understanding for a period of one (1) year.

13. Insurance.

(a) Hereunder, VeoRide acknowledges that it will obtain and maintain insurance coverage, at its sole cost and expense, with financially reputable insurers that are licensed to do business in the State of Kansas. VeoRide shall provide, at a minimum, the following insurance:

(i) Worker's compensation insurance as required by Kansas law.

(ii) Commercial general liability insurance, including coverage for personal Injury or property damage liability on an occurrence basis and not a claims made basis, with a limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from VeoRide's operations under this Memorandum of Understanding.

(b) VeoRide shall, as a material condition of this License Agreement, prior to the commencement of its Bike-Share program, deliver to the City a certificate of insurance evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. VeoRide shall make available to the City, on request, the policy declarations page and a certified copy of the policy in effect so that limitations and exclusions can be evaluated for appropriateness of overall coverage.

14. Non-discrimination. VeoRide acknowledges that it will not, on the grounds of race, color, sex, religion, national origin, ancestry, disability, sexual orientation, sexual identity, gender identity, or age, discriminate or permit discrimination against any person in the operation of its business or in the use of the Public Rights of Way or in activities sanctioned hereby or by any addendum appended hereto.

15. Transfer and Assignment. Without the prior written consent of the City, which consent will not unreasonably be withheld, VeoRide may not assign this Memorandum of Understanding and any agreement appended hereto to any person, firm, or corporation. Any assignee approved by the City shall, by accepting such assignment, be bound by all terms and conditions of this Memorandum of Understanding. All such assignments shall be in writing and authenticated copies shall be filed with the City Clerk. This Memorandum of Understanding and any agreement appended hereto shall be assignable only as permitted by the laws of the State of Kansas.

16. Expiration or Termination. Upon expiration of this Memorandum of Understanding, whether by lapse of time, by agreement of the parties, or by forfeiture, VeoRide shall remove all of its bicycles and related facilities from the Public Rights of Way within seven (7) days after such expiration or termination. It shall be the duty of VeoRide, immediately upon any such removal, to restore the Public Rights of Way from which said bicycles and related facilities are removed to as good a condition as the same were in before said removal was effected. Failure of VeoRide to comply with this paragraph shall be deemed an abandonment of the bicycles and related facilities and shall entitle the City to remove and to dispose of said bicycles and related facilities at its discretion.

17. Notice. All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or by a recognized overnight delivery service, to the following addresses:

(a) If to City, to:
City of Lawrence, Kansas
Attn: City Clerk
6 East 6th Street
P.O. Box 708
Lawrence, Kansas 66044

With a copy to:
City of Lawrence, Kansas
Attn: City Attorney
6 East 6th Street
P.O. Box 708
Lawrence, Kansas 66044

(b) If to VeoRide, to:
VeoRide, Inc.
Attn: Candice Xie and Edwin Tan
220 South Street
Suite 202
West Lafayette, Indiana 47906

Any such Notice shall be deemed effective upon actual receipt or refusal of receipt as shown on any return receipt obtained under this Section.

18. **Relationship of the Parties.** Nothing set forth herein shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent, partnership, or joint venture between the parties hereto; it being understood and agreed that no provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Licensor and Licensee.
19. **Limitation of Liability.** Neither party shall be liable to the other for lost profits or special, incidental, collateral, punitive, exemplary, or consequential damages, including but not limited to frustration of economic or business expectations, loss of profits, loss of capital, cost of substitute product(s), facilities, or services, or down time costs, even if advised of the possibility of such damages.
20. **Authorization.** Each of the persons executing this Memorandum of Understanding, in behalf of the respective parties, represents and warrants that he or she has the authority to bind the party in behalf of whom he or she has executed this Memorandum of Understanding, and that all acts required and necessary for authorization to enter into and to execute this Memorandum of Understanding Agreement have been completed.
21. **Successors and Assigns.** This Memorandum of Understanding shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors, and assigns.
22. **Non-waiver.** Failure of either party to insist on strict performance of any of the conditions, covenants, terms, or provisions of this Memorandum of Understanding or to exercise any of its rights hereunder shall not waive such rights, but the party shall have the right to enforce such rights at any time and to take such action as might be lawful or authorized hereunder, whether in law or equity.
23. **Severability.** If any section, sentence, clause, or phrase of this Memorandum of Understanding is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Memorandum of Understanding.
24. **Venue.** The parties agree that the appropriate venues for any legal actions arising out of this Agreement are the District Court of Douglas County, Kansas, or, if federal jurisdiction exists, the United States District Court for the District of Kansas.
25. **Governing Law.** This Memorandum of Understanding shall be governed by the laws of the State of Kansas.

26. Miscellaneous.

- (a)** This Memorandum of Understanding supersedes all prior discussions and negotiations and contains all agreements and understandings between the City and VeoRide with respect to the subject matter hereof. This Memorandum of Understanding may only be amended by a writing signed by all parties.
- (b)** The provisions of the Memorandum of Understanding relating to indemnification shall survive any termination or expiration of this Memorandum of Understanding. Any provision of this Memorandum of Understanding that would require performance subsequent to the termination or expiration of this Memorandum of Understanding shall likewise survive any such termination or expiration.
- (c)** This Memorandum of Understanding may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.
- (d)** The recitals are incorporated herein by reference as if set forth herein in full.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Understanding to be executed as of the date noted above.

**CITY:
CITY OF LAWRENCE, KANSAS, a
municipal corporation**

THOMAS M. MARKUS
City Manager

ACKNOWLEDGMENT

THE STATE OF KANSAS)
)
THE COUNTY OF DOUGLAS) ss:

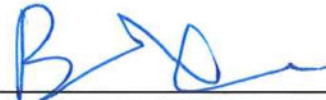
BE IT REMEMBERED, that on this ____ day of ____, **2018**, before me the undersigned, a notary public in and for the County and State aforesaid, came Thomas M. Markus, as Manager of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:

**VeoRide:
VEORIDE, INC., an Indiana
corporation**



CANDICE XIE
Vice President of Business Development

ACKNOWLEDGMENT

THE STATE OF KANSAS)
)
THE COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this 15th day of June, 2018, before me the undersigned, a notary public in and for the County and State aforesaid, came Candice Xie, Vice President of Business Development for VeoRide, Inc., an Indiana corporation, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.





Notary Public

My commission expires: April 19, 2020

ADDENDUM A

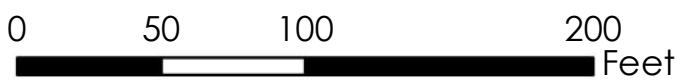


Holcom Park

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact



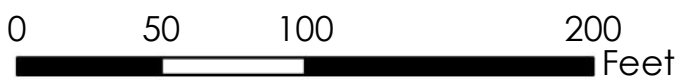


Constant Park

 Bikeshare Geofence

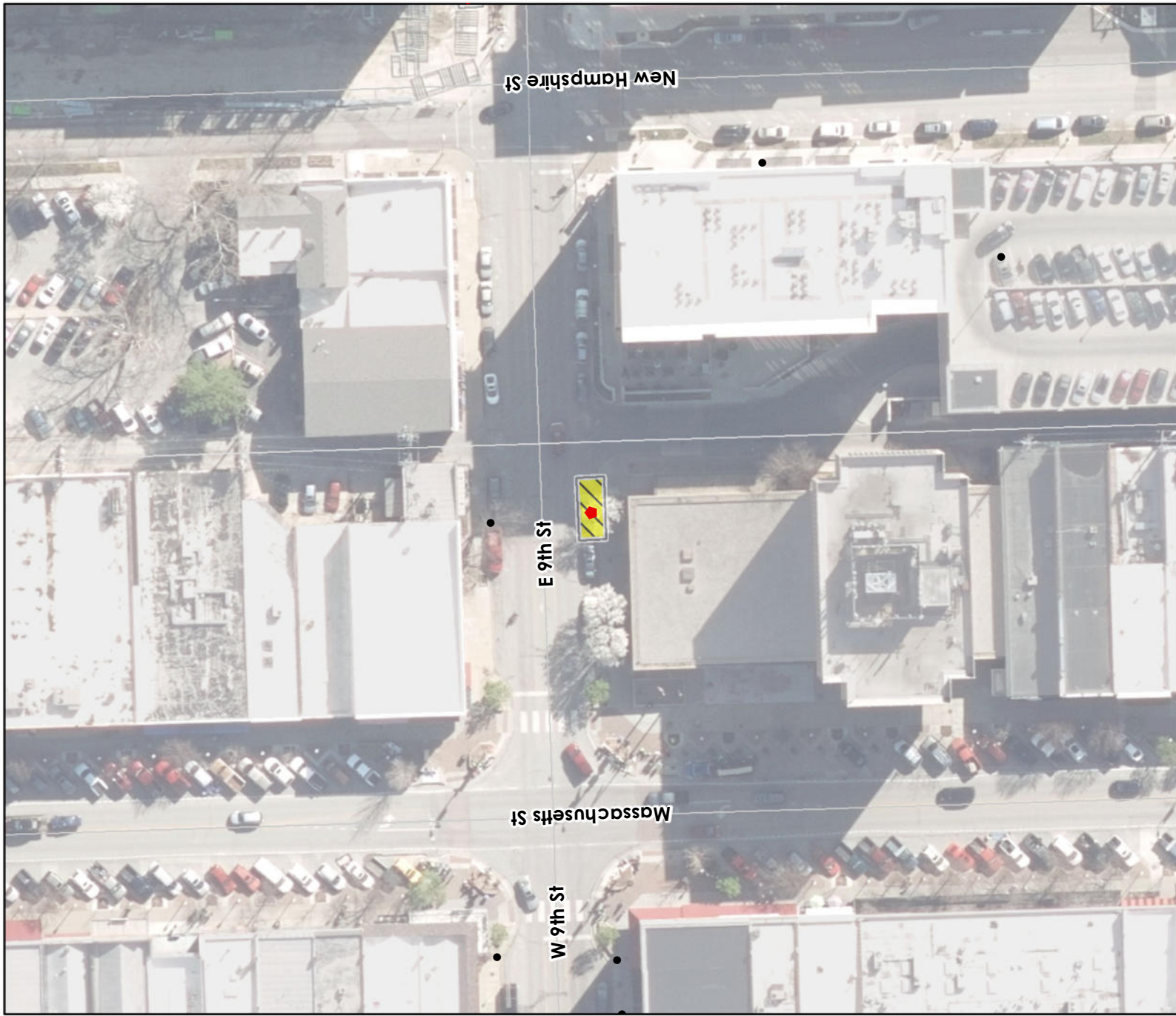
• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact





9th and Mass Corral



Bikeshare Geofence



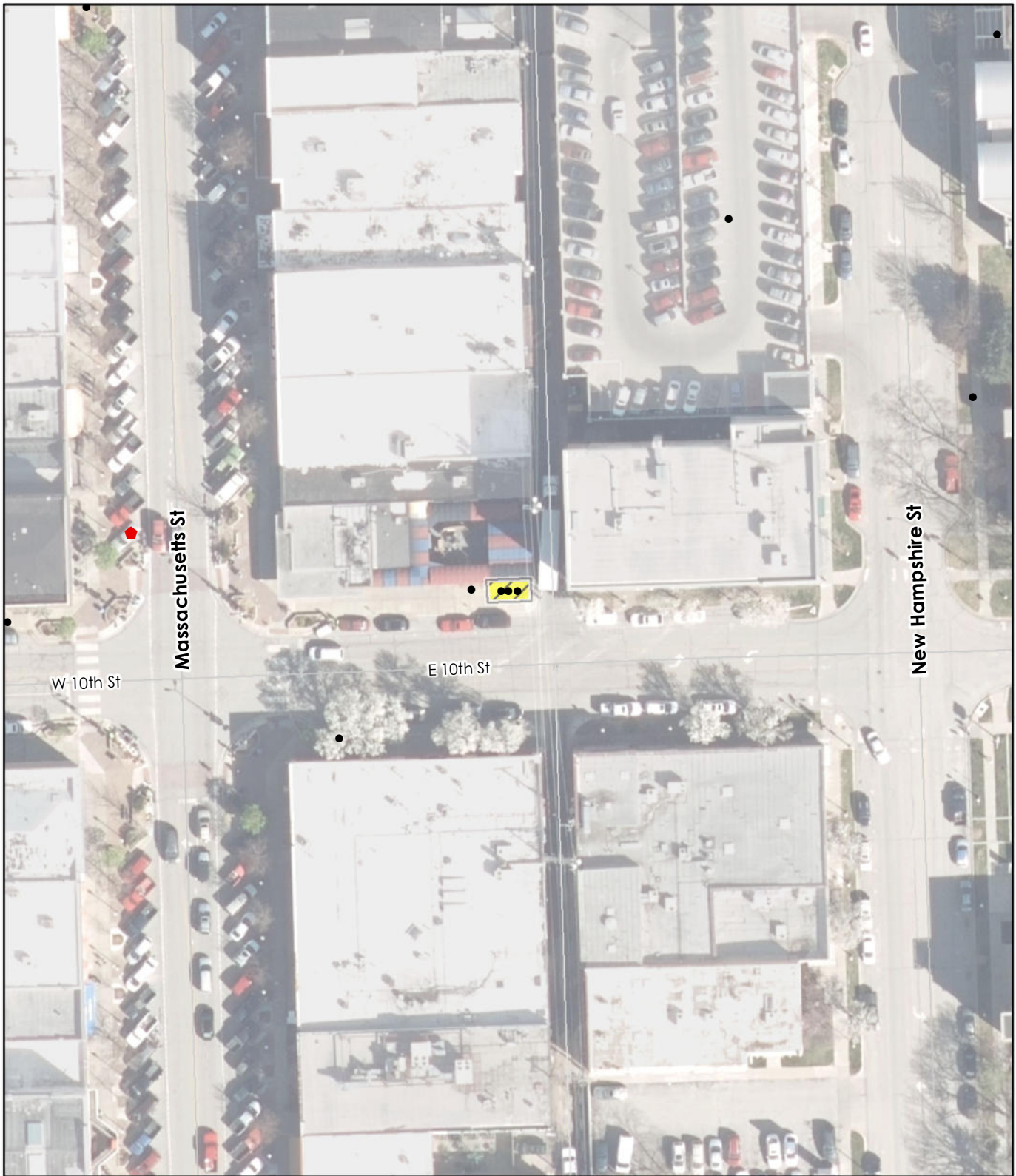
Bike Parking



Bike Corral



Note: bike parking locations not exact



10th and Mass racks

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact





Lawrence Aquatic Center

 Bikeshare Geofence

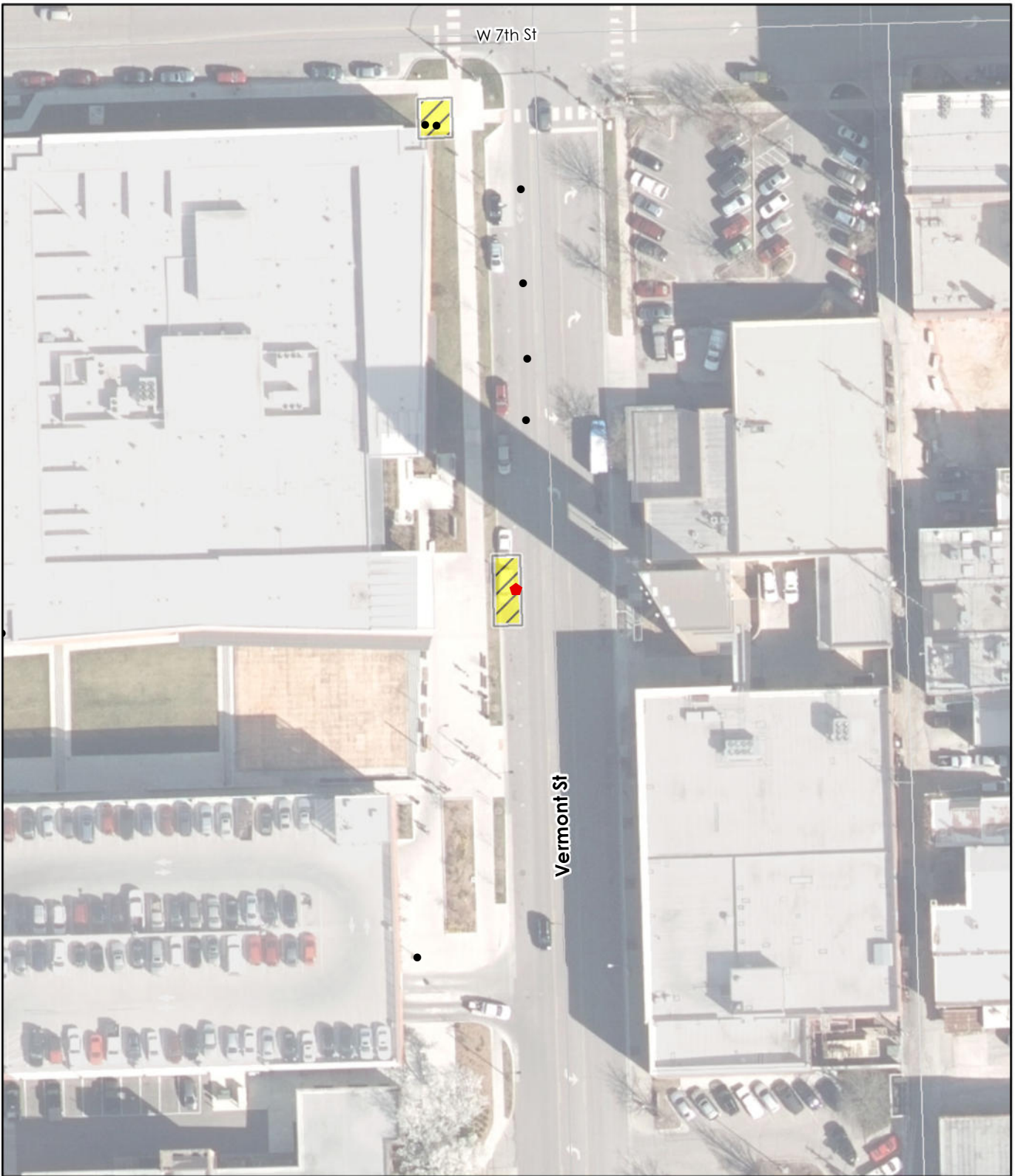
• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact





Lawrence Library Corral

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact





Riverfront Parking

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact





Douglas County Building

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact



8th and Mass racks

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact



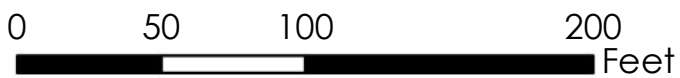


800 block of Rhode Island racks

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact





City Hall Upper racks

 Bikeshare Geofence

 Bike Parking

 Bike Corral



Note: bike parking locations not exact





East Lawrence Rec Center

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact



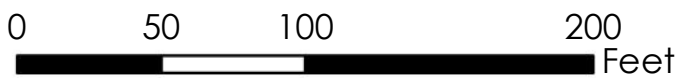


Rotary Arboretum Racks

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact



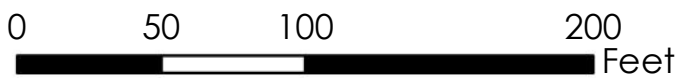


Rock Chalk Park Racks

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact





Prairie Park

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact

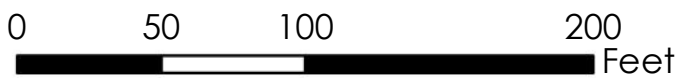


Vermont and 7th Racks

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact





6th & Kasold Bus Stop

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact





Parks & Rec Admin

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact

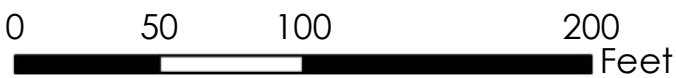


9th & New Hampshire Corral S.

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral



Note: bike parking locations not exact



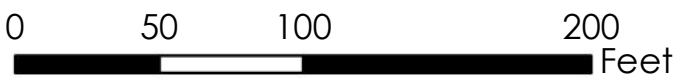


9th & New Hampshire Corral N.

 Bikeshare Geofence

• Bike Parking

◆ Bike Corral






Note: bike parking locations not exact





Levy Parking Lot Racks

-  Bikeshare Geofence
-  Bike Parking
-  Bike Corral



Note: bike parking locations not exact



ADDENDUM B



VeoRide

DOWNLOAD VEORIDE AND START TODAY



THE FASTEST WAY AROUND CAMPUS **FUN, HEALTHY, AND SIMPLE**

Biking is a fun and speedy way to get where you're going. VeoRide has premium bikes waiting on campus that can be left at a campus bike rack with no fuss.

SIMPLE BIKE SHARE, SIMPLE PRICING

	Faculty, Staff, & Students	Community Members & Visitors
Pay As You Ride	50¢ every 15 minutes	
Monthly Pass	\$13.99	\$25.99
Yearly Pass	\$48.99	\$99.99
Day Pass	\$6.99 for 24 hours of unlimited 2 hour rides	

◁◇Monthly and yearly plans include unlimited 30 minute rides within the period.◇▷

SIMPLE SAVINGS TOO

Ride a lucky bike to a lucky zone to get coupons. Tap the lucky icon (on right) to find a lucky zone.



HOW TO RIDE



STEP 1: FIND A RIDE

Use the VeoRide app to find an available bike near you and reserve it for up to 10 minutes.



STEP 2: SCAN TO UNLOCK

Scan the bike's QR code or enter its ID to unlock it.

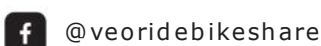
Enjoy your ride!



STEP 3: LOCK IT, LEAVE IT

When you're done, park in any bike rack designated in the app. Push the slider on the lock to end your trip.

Share your travels with **#customhashtag** or connect with us at:



www.veoride.com • 1(855) VEO-2256 • hello@veoride.com