

HOPR

Santa Monica Scooters

Proposal Prepared by CycleHop, July 2018.



Cover letter.



CycleHop LLC dba HOPR is thrilled to submit an application for deploying shared electric bicycles and/or scooters in the City of Santa Monica.

July 26, 2018

For the past seven years CycleHop has successfully deployed and operated bike share systems in over 15 cities and a dozen campuses. We are one of the most experienced bike share company that has safely and successfully operated docking-optional 'Smart-Bike' systems.

Commitment to Santa Monica and the region. Together with the City of Santa Monica we deployed LA County's first bike share program and later integrated the neighboring systems in WeHo, Beverly Hills, and UCLA with Bike Share Connect. Santa Monica is also home to our west coast office.

This past year we invested many resources in creating the next generation shared mobility platform. Our experience operating 'smart-bike' systems enabled us to create the most advanced dockless system in the market, known as HOPR.

Highlighted innovative features:

- Portable user battery packs for electric bikes: so users are guaranteed to always have a charge, and to eliminate the need for expensive charging infrastructure.
- "Lock-to" integrated cable locks and dockless parking hubs/racks.
- Geo-fencing green parking zones, red zones, and user alerts via app.
- Multi-modal app: integrates multiple mobility providers including public transit, bike share, car share, ride share, so users can plan, find, access, and pay for rides in one convenient place.

Cover letter.



Prioritizing safety:

- For the past few years we have been working closely with a major helmet company to develop a custom helmet for the bike and scooter share industry. The helmet can be securely attached to the vehicle, is sharable, weather resistant, and drop-proof. Once available, we plan to deploy these helmets and offer them for free to our users.
- Our pedal-assist e-bikes have built in safety features such as 15 mile max speed, to keep both the rider and surrounding people safe.
- We engage in community outreach to educate riders about safety and local regulations. .
- We perform all maintenance operations with well trained staff, and do not rely on “gig economy” part time people to maintain our fleets.

We are thankful for the opportunity to serve Santa Monica and the region over the past three years, and look forward to expanding the mission with HOPR’s dockless services, if selected, through the City’s new licensing process.

Sincerely,

Josh Squire
Chief Executive Officer
CycleHop, LLC / HOPR

Intent.



Please describe the overall vision for the service.

Our overall vision can be summarized with the following:

- Enhance the current bike share program as well as other public and shared mobility services in the City, by offering complementary products and services.
- Operate the service with quality and safe products.
- Offer affordable and competitive prices.
- Deliver high standards of customer service.
- Use full-time trained staff to maintain the fleet and for distribution.
- Focus on customer and pedestrian safety through education and incentives.
- Expand and connect the region with HOPR products and services.
- Enhance the service with multi-modal integrations in our app including Breeze Bike Share.
- Be sensitive to local needs, build strong partnerships and goodwill, with residents, businesses, and visitors. Follow all local rules and regulations.
- Following initial investment, self-sustain the program through ridership, sponsored 'HOPR Ponds' on commercial property, and value added services in the app.



Operator information.

a. Project team, including biographies and qualifications of lead team members. Include an organization chart that includes the entire company as well as the local team.

Corporate Leadership

Josh Squire
Chief Executive Officer

Eli Gartenbank Technology Director	John Romero Product Director	Josh Squire Operations Director	Rory Oldham Sponsorship Sales Director	Carol Henry Finance Director	Jason Blilie General Counsel
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Support Services

Customer Engagement
Brad Larino, Call Center Manager

Marketing
Kateland Clarke, Graphic Design
Yuval Burton, Web & IT
Alex Ewasiuk, Social Media

Bike Share Planners
Diana Ionescu, Planner & RFP's
Owen Gorman, Planner & Reporting

Local Team

General Manager

Marketing Coordinator

Field Technicians

Mechanics

Local team.

Although, we currently have local staff in Santa Monica, we plan to hire a dedicated HOPR team for operations, marketing, and sales.

The local HOPR team will be supported by the corporate team and support services.

Resumes provided in the appendix.

Operator information.



b. Number, type, location and duration of other shared mobility systems operated. Include all current operations, and the operating permitting requirements and history of compliance with permitting, state and local law.

Established in 2011, CycleHop (DBA HOPR) is a leading shared mobility operator in North America with years of experience behind us.

We offer complete shared mobility solutions from planning, funding, and sponsorship sales to launching and operating world-class bike share programs. The CycleHop team encompasses over 25 years of experience in bike sharing, bicycle commuting, and cycle tourism, and hold pioneering patents in the bike share industry. Our experience with the most innovative smart-bike and scooter technology and our years of working closely with city governments and other local stakeholders make us a trusted partner in building a reliable bike share system.



Cities

Atlanta, GA
Chicago (FPCC), IL
Cleveland, OH
Phoenix, AZ
Mesa, AZ
Tempe, AZ
Santa Monica, CA
Beverly Hills, CA
West Hollywood, CA
Louisville, KY
Orlando, FL
Tampa, FL
St. Petersburg, FL
Ottawa, Ontario
Vancouver, British Columbia

Universities

Georgia Tech
Georgia State University
University of South Florida
University of Tampa
Spalding University
Cleveland State University
Case Western Reserve University
Cuyahoga Community College
UCLA
Santa Monica College
Arizona State University
Phoenix College
UCSB *Coming soon*
UGA *Coming soon*



Operator information.

c. Length of corporate operation, and related or ancillary business operations beyond shared mobility systems.

CycleHop dba HOPR is focused 100% on bicycle and scooter sharing operations and the multi-modal HOPR platform.

d. Names and addresses of any person or entity that has (i) more than 10 percent equity, participation, or revenue interest in the application or (ii) is a trustee, director, partner, or officer of that entity or of another entity that owns or controls the applicant. Identify the names and addresses of any parent or subsidiary of the application, and describe the nature of any such parent or subsidiary business entity. Identify any subcontractors or other partner organizations.

Josh Squire

350 Lincoln Road, Miami Beach FL 33139

Yarok Transit LLC

3323 NE 163 Street, unit 704, North Miami Beach FL 33160

Equipment.



Provide specific details of the proposed equipment and supporting elements.

a. Type and specifications of all devices. The selection committee may request a device demonstration if desired to clarify or confirm device details or functionality.

HOPR 4. The kicker.

Fun, zippy & extremely easy to use. HOPR 4 is a great 2 wheel solution for getting around. HOPR 4 provides excellent visibility and maneuverability and its extended wheelbase and its low center of gravity makes this electric scooter extremely easy to use. It's even easier than riding a bike.

Specs.

Batteries will be replaced nightly so scooters do not have to be removed from the field. Swapping batteries makes it easier to keep scooters charged, on the street, and ready to use. Our staff will replace batteries as needed so customers have scooters available all day.

The HOPR scooter will be compatible with the HOPR 1 removable battery pack. This innovative battery lets the customer control their ride, and also functions as a phone/device charger. The battery pack will soon be available as an accessory that the user can purchase to electrify their own ride on the HOPR scooter or the HOPR 1 bike whenever they want. The battery can also be used to charge phones and other devices.

Power **300 watts**

Weight **31 lbs**

Speed up to **15mph**

Range **15 miles**

Max load **220 lbs**





Equipment.

b. Number of devices proposed at launch, and anticipated at the maximum during the pilot program.

We would like to launch with a minimum of 300 devices in order to provide appropriate coverage and availability to our customers. After launch, we will evaluate usage on an ongoing basis to manage fleet numbers and scale up as needed based on demand and per the number of units approved by City. The Max number of units would be 1,000.

c. Device communications, device location systems, device capabilities, and system data collection details.

Our vehicles are equipped with IOT devices that include the following:

- Bluetooth, SIM card, and GPS.
- Parked vehicle location is reported via: GPRS using GPS on lock.
- Battery levels data reported via: GPRS.
- Trip route data is collected via: Customer phone, backed up by GPRS on lock.

Other data collected: customer information, trip information and routes, billing information, hub location information, and other data associated with the transaction.

Equipment.



d. Functionality and features of software and operations management systems.

Feature	App	Feature	Backend
Find vehicle	✓	Dashboard	✓
Reserve vehicle	✓	CRM	✓
Unlock/lock vehicle	✓	Ride history	✓
Hold vehicle	✓	Fleet management	✓
Trip planning	✓	Work orders	✓
Multi-riders	✓	Tickets	✓
Filter by mode/price/distance	✓	Real time ops map	✓
Wallet	✓	Multi-modal services	✓
Pre-payment	✓	Flexible pricing plans	✓
Purchase passes	✓	Combo passes	✓
View and share rides	✓	Notifications	✓
Ratings and rewards	✓	Promo codes	✓
Report an issue	✓	Hub locations	✓
Help features	✓	Multi-lock integrations	✓
Geo-fencing	✓	User roles	✓
Parking zones	✓	Network settings	✓



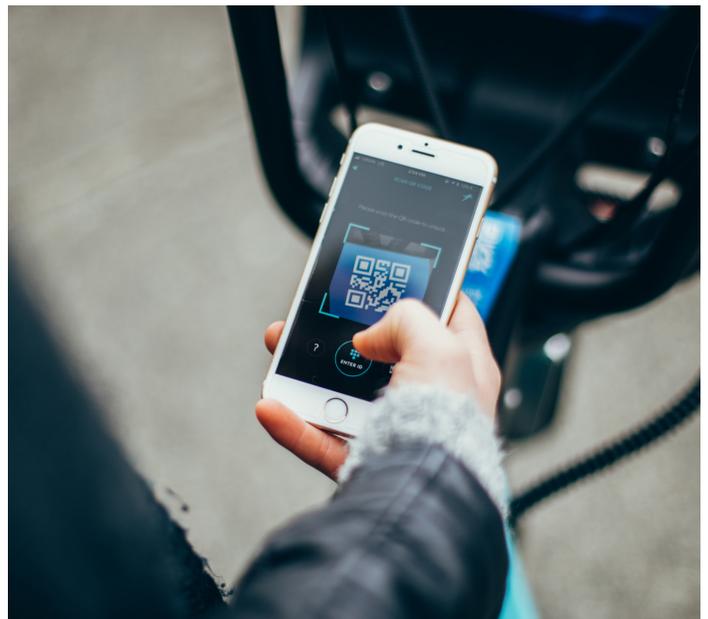
Equipment.

e. Identify ability to provide minimum of 250 devices at program launch date.

Yes, we are able to launch 250 or more devices at program launch date.

f. Identify local warehouse or operational centers.

1631 Colorado Ave, Santa Monica, CA 90404.



Operations.



Provide a system operations overview of daily operations and administration.

Operations overview:

HOPR follows industry best practices and high standards of operational methods.

We plan to employ and train dedicated staff for local operations, maintenance, distribution, and charging activities. The local staff will be supported by our experienced national team for administrative, product, customer service, marketing and management services.

The center of operations will be located in Santa Monica at 1631 Colorado Ave.

We will have dedicated vehicles available for daily operational activities.

Daily operations will include but not be limited to:

- Oversight of all vehicles.
- Daily field operations activities: cleaning, light fixing, charging, collecting, distributing and moving vehicles. Response to issues.
- Daily planned maintenance activities: repairs and tune-ups.
- Customer service: answering calls, emails, social media, and solving customer issues.
- Marketing activities.
- Study daily performance.

Operations.



a. Fare structure, including any low-income or special fare options.

Proposed user pricing.

Single ride \$1 plus \$0.15 per minute

Prepaid 25 trips \$20 (\$0.80/ride) plus \$0.10 per minute

Prepaid 100 trips \$50 (\$0.50/ride) plus \$0.10 per minute

We are also interested in offering combo pricing with local bike share and other transit operators.

Discounted pricing plan.

For qualified customers we will offer \$5 per month for unlimited 30-minute rides. Rides longer than 30 minutes will be charged an extra \$0.10 per minute.

The reduced-price option will be provided for customers with income below 200% the federal poverty threshold. Qualifying users can enroll via the website, by calling Customer Service, or at one of our walk-in partner locations.

Equity plan.

- Strategic deployment and re-balancing to ensure adequate supply in low income areas.
- Low-income membership option for qualifying users.
- Non-smartphone access: users can call Customer Service to remotely unlock a bike.
- Cash payment option at partner locations.

Operations.



b. Hours of device availability, hours of customer service support, and hours of field support (i.e. outreach, re-balancing and maintenance).

Device availability.

Scooter access.

Minimum hours of operations will be between 6:00am and 12:00am, 7 days a week. Depending on demand we may operate 24/7.

Customer service.

24/7/365

Field support.

Available between the hours of 6am - 12am daily and anytime during emergency situations.

c. Staffing plan and responsibilities for Santa Monica operations.

We plan to rely on full- and part-time hourly employees hired specifically for and trained to understand the HOPR system.

Estimated local staffing levels for up to 500 units:

Local Staff	Full Time	Part Time
Lead Operations Manager	1	
Field Operations	2	1
Mechanics	1	1
Marketing & Sales	1	1
Total Local Staff	5	3

Operations.



d. Plan for achieving citywide coverage and balancing, including the nature and frequency of re-balancing throughout the day to provide availability and avoid over-concentration of devices in the Downtown/Civic Center/Beach & Beach-adjacent areas.

We plan to establish “HOPR Ponds” where we stage a predetermined number of vehicles and where customers are encouraged to park the vehicles.

Our current familiarity with traffic flow in Santa Monica will allow us to plan ahead for balancing activities at hotspots to avoid accumulation and overflow of vehicles at busy locations.

HOPR staff will monitor the vehicles in the back-end software and respond to automatic alerts of balancing needs.

In addition we will:

- Collect any vehicle that ends up outside of the system area.
- Quickly respond to complaints of vehicles parked illegally.
- Encourage customers to park at Ponds and lock the vehicle to public bike racks.
- On a daily basis re-distribute the vehicles and adjust quantities to normal levels at ‘HOPR Ponds’ locations.

e. Plan for resolution of on-going issues, daily complaints and emergencies. Provide details of how you will move devices that are parked incorrectly, are reported as complaints, or are out of service.

Field staff will move improperly parked vehicles within 2 hours of notification. Customers can report improperly parked or malfunctioning of vehicles via the HOPR app. Non-users can report issues by calling the number listed on the vehicles.

Operations.



f. Plan for regular device maintenance.

Vehicles will undergo a daily inspection and cleaning as well as periodic tune-ups based on our preventive maintenance schedule and miles ridden.

Component	Daily-Weekly	Monthly	As Needed
Cleaning	Clean		Clean
Minor adjustments	Inspect, adjust		Inspect, adjust
Wheels, fenders	Inspect	Adjust	Replace
Brakes, cables	Inspect	Adjust	Replace
Drive mechanism	Inspect	Adjust	Repair, replace
Battery	Swap, charge nightly or as needed		Replace
Grips, saddles, quick release	Inspect	Adjust	Replace
Lights, reflectors	Inspect		Replace
Frames, decals, markings	Inspect		Reprint
Smart lock	Test		Update software, replace

Operations.



g. Define how customers can communicate issues, how you will respond and the timeframe for response. Define how customer communications will be tracked and reported.

Customers can get assistance by phone, email, or sending a message directly through the HOPR app. Customer service complaints are forwarded to the appropriate local manager and/or field staff for resolution.

h. Details of customer service system to be provided, including staffing, wait time or availability, languages, and medium (text, phone, twitter, etc.).

We operate a 24/7 staffed customer service center in Tampa, Florida, that serves all our shared mobility systems. Assistance is available in English, Spanish, and other languages upon request.

We respond promptly to all customer service requests regardless of the device or method communicated to us. We also keep records and generate monthly reports summarizing type of requests. We strive to answer calls within 0-3 minutes” and “Customer service staffing numbers vary by season and time of day.

i. Ability to offer service to customers without a credit card or smart phone.

Cash payment options will be available through PayNearMe at 7-Eleven and CVS locations or other local partner locations.

Users without a smartphone can call Customer Service to remotely unlock a vehicle when needed.

In 2019 we plan to upgrade our locks to allow for keypad and RFID card access on the vehicle.

Operations.



j. Capacity to meet insurance and indemnification requirements.

Yes, we are able to meet the insurance and indemnification requirements.

k. Environmental impact:

We are committed to reducing our environmental impact through not only the services that we offer, but our own supply chain and business practices. Every effort is made to source environmentally responsible equipment, products, vehicles and their fuel options, as well as facilities. Specific approaches include biodegradable degreaser and cleaner for scooters, laundering shop rags instead of using single-use towels, and the use of electric service vehicles for re-balancing operations are being considered (e-cargo bikes and electric vehicles). We protect the natural environment, and comply by all regulatory laws regarding the handling of hazardous substances including those pertaining to occupational health and safety.

For end of battery life and battery disposals we will work with specialized battery recycling companies like Battery Recyclers of America and Call2Recycle.



Parking, helmets, road safety.

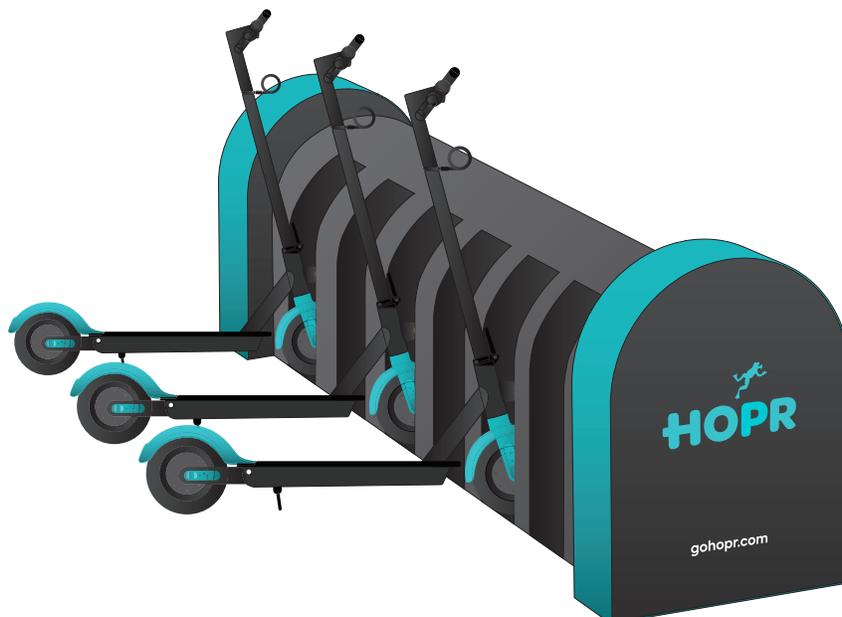
a. Describe your plan and approach to parking devices in a manner that is safe, legal, and complies with local and state law. Include both charger deployment and customer use. Describe the technology and equipment you will utilize to manage parking. Describe geo-fencing and virtual station capabilities, and willingness to comply with required parking hubs for chargers and customers.

We are highly experienced in the area of shared mobility parking and redistribution and hold ourselves to the highest standards of service and safety in our operations.

Our approach to parking is to:

- Educate users about proper legal parking.
- Establish geo-fenced green and red parking zones on the app map.
- Penalize bad user behavior with a points and penalty system.
- Encourage parking at HOPR Ponds, virtual and physical.
- Install HOPR parking hubs/racks where possible, either on private commercial property, or at locations approved by the City.

Sample scooter parking rack:



Parking, helmets, road safety.



b. Describe strategies to influence customer riding and parking behavior; be specific about what will be offered and at what time. Describe how you will engage with users who repeatedly violate rules or otherwise misuse the system.

Sign-up

During sign-up the user must agree to the terms and conditions and to follow rules.

They also will be presented quick safety review slides

Ride completion

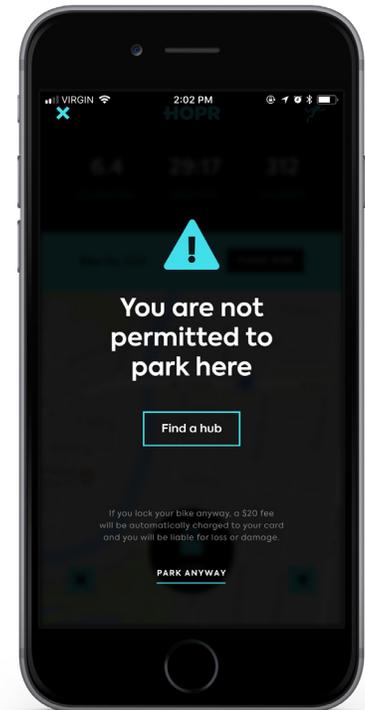
If the trip is ended and parked in a “red parking zone” area, the user will be prompted to move the unlock and vehicle or be subject to a penalty.

In the app rewards section users can view their ratings, if the rating decreases from 5 to 3, you will be suspended for a day, if it decreases to 2 you will be suspended for a week, and a rating of 1 will lock you out for a month. Users will have the opportunity to improve their rating by taking a safety class.

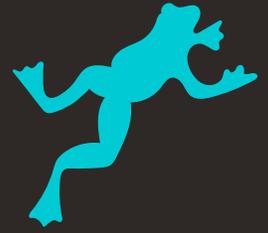
Notifications

Maintenance staff are trained to notice and move any improperly parked vehicles and have the ability to send a notification to the customer that rented the vehicle last. Informing them of improper parking and impact on their rating.

Other notifications will be prompted to encourage users to watch a safety presentation and earn points and free rides.



Parking, helmets, road safety.



c. Strategy for avoiding underage use of e-scooters, or use without a driver's license.

For scooters the users must scan a state-issued DL during the sign-up process. We are also in the process of integrating 3rd party verification to make sure the DL is valid.

d. Plan for making helmets available to customers of e-scooters and e-bikes.

We have been working with a major U.S. helmet manufacturer to produce a water-resistant and drop-proof helmet specifically for bike and scooter share.

This helmet will be available for free and attached to each scooter via a patented secure cable lock. This new product will only be available in 2019. Until then we will offer free helmets to members, and they can pick them up at our warehouse.

e. Plan for making customers aware of e-scooter and e-bike helmet laws and providing resources for compliance.

During the sign-up phase we will walk customers through a quick educational illustration of how to properly park the scooter and emphasize safe riding laws. We also will display parking instructions on the website, social media, and other outreach channels. Our maintenance team will also provide free helmet coupons to riders noticed not wearing a helmet.



Parking, helmets, road safety.



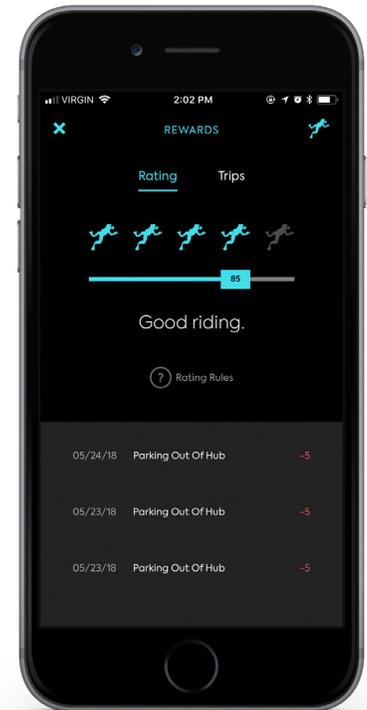
f. Plan for educating users about rules of the road, including illegal sidewalk riding.

During the sign-up phase we will walk customers through a quick educational illustration of how to properly park the scooter and emphasize safe riding laws. We also will display parking instructions on the website, social media, and other outreach channels.

We also plan to educate users through gamification techniques and notifications during and at the end of the ride.

g. Strategies for incorporating features into system functionality to address parking, helmet use and roadway safety.

- Legal requirements during sign-up process.
- App notifications.
- Red parking zone notifications.
- Education through gamification techniques.
- Ratings, penalties and rewards.
- Helmet giveaways.



Engagement.



Describe the outreach and engagement program for Santa Monica. Include marketing, education, safety outreach; and education regarding applicable local and state laws.

a. Plan for community engagement.

- Participate in community events, mixers, farmers markets, etc.
- Create an ambassador outreach team to educate on-site.
- Monthly community rides.
- Co-marketing with local businesses.
- Sponsorship of community events.
- Social media.
- Newsletters.

b. Plan to implement safety programs.

- Highlight safe infrastructure, useful routes, safety information.
- Earn free rides for participating in safe riding classes.
- Helmet giveaways.
- Reward people with gifts for riding with a helmet.

c. Plan for public information and education to users and non-users.

- Posts on social media.
- Engage local press.
- Engage neighborhood associations.
- Newsletters.



Engagement.

d. Marketing program.

Our marketing program focuses on three core segments: local residents and workers, visitors, and businesses.

- Presence at community events & inclusive, diverse marketing campaigns.
- Focus on making e-scooters a viable and approachable solution to people's everyday travel needs.
- Partnerships with public transit, car share, car rental, and other mobility providers to encourage people to live a multi-modal lifestyle and reduce their need for vehicular trips.
- Corporate membership plans to encourage employers to include scooter share as an employee benefit.



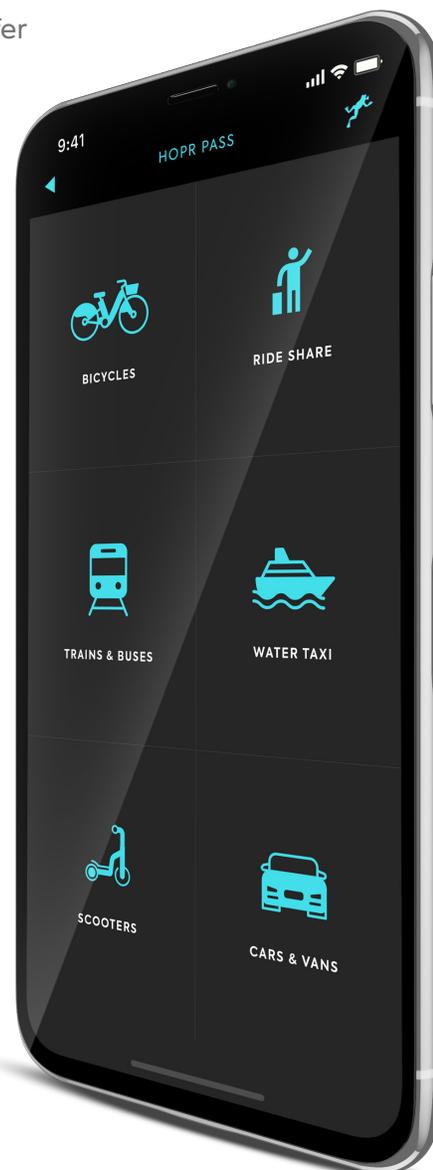
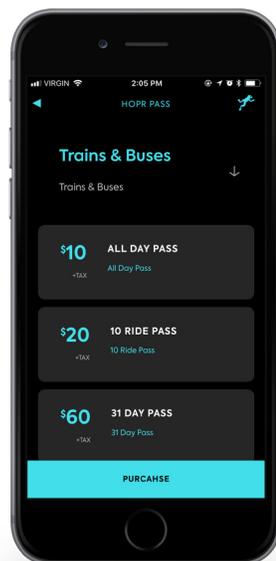
Engagement.



e. Ability to achieve interoperability or integration with other modes of transportation.

The HOPR app was designed from the start with multi-modal integration in mind. Users can access all modes and in some cases also book and pay for rides. We plan to include in our app multi-modal route planning, and other mobility vendors like Breeze Bike Share, Lyft, Uber, public transit, car share, and even Metro once API's become available.

We are also working closely with Here Mobility Marketplace to offer HOPR vehicles to 3rd party booking platforms.





Data.

c. Method of making data available to the City, including components/details of a data dashboard. Include screenshots, and provide examples of any similar monthly reports.

We have multiple ways to make data available to the City:

- We can upload raw data in preferred file format.
- Create custom online portal with required reports.
- Submit monthly reports (similar to Breeze monthly report).

Sample dashboard:



Data.



d. Plan for monitoring system effectiveness, customer satisfaction, and municipal relationships over time.

Along with ridership and revenue data, we evaluate customer satisfaction and effectiveness through user surveys and regular evaluation of customer service complaints and issues.

We maintain close relationships with our municipal clients and anticipate having regular meetings to provide updates and discuss performance, challenges and opportunities.

e. Plan to comply with financial privacy laws and best practices. Provide your most recent third-party PCI audit. Plan to protect personal customer data.

Yes, we will comply with financial privacy laws and best practices.

Please see PCI certification in the appendix.

f. Describe what, if any, user data you intend to collect and sell; and if so how this will be communicated to users and how they will be able to opt-out.

We do not intend to sell or provide any user data to any third parties at this time.



Appendix

- Resumés
- Forms

Josh Squire.



Current role.

CEO, CycleHop.

Allocates resources and manages the national team for all CycleHop bike share systems.

Career profile.

- Active in the bicycle rental industry for 25 years.
- Received the first U.S. patent for automated bike rental machine in 1999.
- Funded, planned, and operated multiple bike sharing programs.
- Founder of Bike and Roll, America's largest urban bicycle rental & tour company.

Education.

Business Degree.

University of Illinois at Chicago
1992 - 1996

Experience.

HOPR.

- Co-developed HOPR mobility platform

CycleHop LLC. Founder and CEO.

- Founding, launching, and Operate bike share for multiple cities including: Orlando, Tampa, St. Pete, Cleveland, Atlanta, Louisville, Phoenix, Mesa, Ottawa, Santa Monica, Beverly Hills, West Hollywood, and Vancouver.
- Developed and built multiple bike share products.
- Distributor for multiple bike share equipment providers.
- Bike share consulting, planning, siting, and studies.
- Bike share sponsorship and media sales.

B-cycle Bike Share. Consultant and distributor.

- Assisted with product and operations development.
- Assisted Denver bike share early planning, San Antonio and NYC RFPs.
- Funded and launched Chicago's first bike share program: B-cycle.
- Launched and operated Broward B-cycle.

JCDcaux. NA bike share program manager (cyclocity.com).

- North America Bicycle Sharing Program Manager.
- Europe Bike Share Consulting in Lyon and Paris.

Inventor of the Automated Bicycle Rental Machine.

- Invented the first self-service bicycle rental station in the U.S (patent #5,917,407) I was a bit ahead of my time, it was not until recent years that bike sharing programs started to pop up in the U.S.

Bike and Roll. Urban bicycle rental company co-founder.

- Founder of Bike and Roll Chicago, since 1993.
- Founder of Bike and Roll Miami, since 2000.
- Co-Founder of Bike and Roll NYC, since 2007.

Eli Gartenbank.



Current role.

CTO, HOPR.

Co-developed HOPR mobility platform.

Career profile.

Experienced Freelance Developer with a demonstrated history of working in the computer software industry. Skilled in WinForms, Hibernate, Mobile Applications, Windows Communication Foundation (WCF), and .NET Framework. Strong engineering professional with a Bachelor of Science (BSc) focused in Computer Engineering from University of Illinois at Chicago.

Education.

BSc Computer Engineering.

University of Illinois at Chicago

Experience.

CTO.

Developed several solutions for various client and partners: Cardioi - ECG archiving and Analysis software. Hobar - Fetal Monitor monitoring and archiving software. 4Sport - Sport portal managing race results and real-time race monitoring software. IMTRK - Ironman race results archive and live race tracking mobile application.

Q-nomy, Inc. R & D Team Leader.

Develop and lead a team of six developers, develop the companies queue management software, develop a new mobile application that help connect end users with the enterprise software.

Partner Communications Company Ltd. Web Team Leader.

I was assigned to lead a team of 10 developers in replacing and upgrading the companies Content Management System.

Partner Communications Company Ltd. Developer.

Worked as Dot Net developer, during this period I was a part of a development team of ten developers. We were assigned a project of replacing the companies customer portal and managing its 6 million users.

RentitBiz Software Company d/b/a TickitBiz. Co-Founder and CTO.

Web based point of sale system for equipment rentals and event ticketing.

John Romero.



Current role.

CIO, CycleHop.

Manages implementations and operations of all CycleHop bike share programs.

Career profile.

- Grid Bike Share
2013 – Present
- Ottawa-Gatineau Bike Share
2014 – Present
- PHX Bike Lab
2013 – Present
- The Bicycle Cellar
2009 – Present
- Romerofoto Productions
2004 – 2010
- Pinhole Production
1999 – 2005

Education.

Associates Degree.

Phoenix College.

Areas of Study: Psychology,
Photography, Astronomy

Mt. San Antonio College.

Areas of Study: Photography,
Psychology, Philosophy

Experience.

CycleHop. Chief Innovation Officer. 2015 – present.

Designed, developed, and produced the HOPR product line.

Grid Bike Share. 2013 – 2015.

John Romero is the Director of Operations for Grid Bike Share. He's leading the launch of bike share in the Phoenix Metro Region and is involved in project management, staffing, contract negotiations, system procurement, station siting and sponsorship acquisition.

Ottawa-Gatineau Bike Share.

John is the Director of Implementation for the Ottawa-Gatineau Bike Share Program. He's currently working to restructure the system, which was previously BIXI-based. John is responsible for contract relations, reassessment of station locations, setting up the headquarters and hiring staff.

PHX Bike Lab.

John Romero is the Co-Founder and Director of PHX Bike Lab, a 501(c)3 not-for-profit umbrella organization that brings together various bicycle-related entities under one big roof. This is the headquarters of Grid Bike Share and Phoenix Spokes People and also houses The Rusty Spoke Community Bicycle Collective, a volunteer-based, do-it-yourself bicycle repair space which welcomes people in need. The mission of PHX Bike Lab is to promote the bicycle as the noblest form of transportation.

The Bicycle Cellar.

John is the Co-Founder and Director of The Bicycle Cellar which is a commuter support facility offering, showers, secure bike storage, bike repair and a shop. John started The Bicycle Cellar as a way to make it easier to commute by bike in The Valley.

Diana Ionescu.



Current role.

Planning, CycleHop.

Site planning and permitting of bike share station locations, managing proposals.

Career profile.

Urban planner with experience in economic & community development, strong writing and analytical skills, and a passion for encouraging urban exploration and sustainable development in unexpected ways and places.

Education.

MA Latin American Studies.

University of California, Los Angeles

MA Urban & Regional Planning.

University of California, Los Angeles

BA International Development Studies.

University of California, Los Angeles

Experience.

CycleHop. Bike Share Planner.

Planning and siting bike share stations for Santa Monica, Beverly Hills, West Hollywood, and Long Beach. Creating GIS maps and performing analysis to determine station locations. Writing and managing RFP responses and proposals for new projects.

City of Los Angeles Department of Neighborhood Empowerment. Outreach & Sustainability.

Developed outreach materials, created and curated content for the weekly newsletter and blog, writing grant proposals, managed social media presence and media partnerships, served as liaison with the Mayor's Office of Sustainability and the Neighborhood Council Sustainability Alliance.

UCLA César E. Chávez Department of Chicana/o Studies. Researcher.

Worked with Professor Abel Valenzuela on researching (data collection and analysis) the field of Chicano Studies at institutions of higher education throughout the country, particularly the terminology used by programs and departments related to Chicano and Latino Studies, and the regionality of the language used. Other projects included a history of the National Day Laborer Organizing Network and the development of political consciousness and activism among day laborers and workers in other low-wage industries.

Motor Avenue Farmers' Market. Market Manager.

Developed and implemented the Motor Avenue Farmers' Market from scratch. Acquired permits from local and state agencies; engaged local businesses, residents, and elected officials to gain support and funding for the market; vendor and customer outreach and relations; developed a site plan and logistics for market operations; managed day-to-day operations during market days and throughout the week.

Rory Oldham.



Current role.

Director of Sponsorship and Advertising, CycleHop.

Manage the out-of-home media sales division and select sponsorship sales with internally and externally.

Education.

BA Psychology.

California State University, Northridge.

Experience.

Schneider Publishing. Vice President of Sales.

- Manage and hire sales staff of seven (7), with focus on integrated, multi-year partnerships for both endemic and non-endemic accounts
- Build out sales materials, commission plans, sales incentives and manage all sales activities.
- Implement a decimal-point higher sales philosophy, drive new revenue opportunities for current and new customers.

On Campus Media. Vice President of National Sales.

- Drive the development of national and local strategies.
- Maintain key customer relationships and develop and implement strategies for expanding our customer base.
- Manage overall sales process, set appropriate metrics for sales funnel management.

Yahoo! Inc. Account Director.

- Managing sales process for the Western region; working with the top 200 regional clients, focusing on automotive, entertainment, gaming, CPG and technology.
- Key responsibilities are growing key accounts and renewal rates for integrated packages which included mobile, video & display elements.
- Achieved above 110% of sales goal each quarter.

USA Today/BNQT Media Group. Sr. Account Executive.

- Development of new programming and on-site activation to enhance the sales offering.
- Working with publishers to develop new business opportunities.
- Established key relationships with national clients and major agencies.

Screenvision. Director of Sales.

- Managing \$15,000,000 in sales for the Western region; focus on cinema advertising, event signage, integrated sponsorship elements and promotions.
- Increased sales 105% with double digit improvement each year. • Key responsibilities are inventory management, hiring, training, compliance issues and growing key accounts and renewal rates for the region with national clients like: Red Bull, Land Rover, Sandals, John Paul Mitchell, WSS, government accounts and Boost Mobile.

Carol Henry.



Current role.

CFO, CycleHop.

Focusing on finance and accounting across CycleHop's national presence.

Career profile.

- CycleHop
2015 – Present
- TCA Fund Management Group
2013 – Present
- Tempus Quo Capital
2012-2013
- Relational Investors LLC
2009-2010
- Sterling Capital Management
2006-2008

Education.

MA Business Administration.

Pepperdine University, George L. Graziadio School of Business

BA Business Management & Psychology.

University of North Carolina
Chapel Hill

Experience.

CycleHop. Chief Financial Officer.

Oversees all aspects of the company's finances and accounting.

TCA Fund Management Group. Manager – Underwriting.

Led a team of eight to perform fundamental credit analysis and in-depth, company-specific due diligence on 15- 20 small-cap companies per month, growing the firm's invested AUM from \$60 million to \$300 million. Underwrote 150 transactions generating average returns of 10-15%. Analyzed financial metrics to assess business value, determine debt capacity and understand financial risks.

Tempus Quo Capital Management. Vice President – Investor Relations & Marketing.

Served as firm's spokesperson and key point of contact on investment strategy and performance. Conducted market research on 100 target prospects per week to source new leads, cultivate existing relationship and increase fund awareness – secured on average 15 meetings per month. Developed materials for TQCM's onshore and offshore funds including investor presentations, fact sheets, marketing materials, periodic reports and due diligence materials for consultants and institutional investors. Monitored portfolio performance, market trends and provide insights and analysis to institutional investors

Relational Investors LLC. Marketing Analyst.

Developed pitch books and portfolio company case studies for \$6 billion activism fund. Drafted creative and detailed fact sheets and presentations regarding Relational's unique investment approach. Conducted market research, competitor analyses, industry tracking, and assessed new business opportunities. Prepared periodic client portfolio analysis and performance reports with Senior Analysts

Jason Blilie.



Current role.

General Counsel, CycleHop.

Manages all legal matters for CycleHop operations, systems, and offices.

Career profile.

- Founding Attorney of Blilie Law, a boutique corporate and business law firm focusing on technology law, startup companies, early stage financings, and commercial disputes.
- Founder of Tech Beach, a 3,200+ member technology and startup community group based in Miami Beach, FL.
- Co-Chair of Miami Beach Chamber of Commerce Law Council.

Education.

Juris Doctor.

University of Miami School of Law.

BA Philosophy.

Centenary College.

Experience.

Blilie Law.

Represents and serves as outside general counsel for prominent startups assisting with novel and complex business and corporate legal matters. Assisted dozens of startups with founder negotiations, entity structuring, corporate financing (pre-seed through Series B), investor negotiations, and convertible debt and equity deal documentation. Litigates and resolves startup disputes, general commercial lawsuits including breach of contract and payment disputes.

Bogert & Rembold, P.L.

Represented general contractors and subcontractors in complex construction defect litigation, medical product startup in shareholders derivative action, and new business ventures through formation and licensure process.

Vincent F. Vaccarella, P.A.

Represented clients in cases involving complex contract disputes and commercial litigation. Secured insurance coverage for contractors and developers, including negotiations with insurance claims administrators.

Kateland Clarke.



Current role.

Graphic Designer, CycleHop.

Education.

BA Graphic Communication.

Bath School of Art & Design.
Bath, United Kingdom.

Experience.

CycleHop. Graphic Designer.

Cook Culture. Graphic Designer & Marketing Manager.

My role at Cook Culture consisted of many hats; creative director, graphic designer, photographer, film maker, and marketing manager. Every day was different, one day I would be shooting photos and film in the kitchen with one of their chef's; another I would be designing print material for the stores; a chunk of time was spent planning, meeting, and negotiating advertising contracts; and the planning and tracking of all past, current, and future campaigns was a big part of my job.

Exhibit A: Design Group. Graphic Designer.

Working largely in packaging design for a wide range of products, but also in branding and the additional stationery that goes with each brand. Attention to detail in this role is beyond essential, and my already keen eye for this has now become razor sharp.

Point Studio. Graphic Designer & Co Founder.

My previous experience of dealing with clients and printers directly helped enormously and the experience I have gained in managing this whole process has been tremendous. I have always been comfortable working on multiple projects at a time and within tight deadlines and found that ever more prevalent when working for yourself. Building strong and lasting relationships with our clients has been another rewarding experience, with many of clients coming back to us for more work again and again.

DUO Boots. Graphic Designer.

The team at DUO was a small, core group which meant I was working in all aspects of the design and marketing side of things. This included art direction of lifestyle and product shoots, retouching photography, lookbook and catalogue design and layout. Design and build of iPad visuals, keeping the website up to date and fixing any small coding issues, plus all the visual merchandising for the stores windows from concept to installation. By having such a wide range of experience, it has given a brilliant skill set and work ethic that I feel confident showing in any design role.

Brad Larino.



Current role.

Customer Engagement Manager, CycleHop.

Education.

BA Advertising and Public Relations.

University of Tampa.

Experience.

CycleHop. Customer Engagement Manager.

- Provide customer service support to customers by telephone, social media, email or in-person.
- Accomplish human resources objectives to recruit, select, and train customer engagement specialists.
- Manager team of five specialists and enforce customer service protocol, policies, and procedures.
- Collect data and analyze customer service reports to streamline user experience and reduce inquiries.

CycleHop. Customer Engagement Specialist.

- Established customer service center protocol, interface, and necessary email and phone integrations.
- Answered customer service inquiries on social media channels, telephone, and email.

KIND Healthy Snacks. KIND Brand Ambassador.

- Create a unique customer experience to increase brand awareness and build brand loyalty.
- Coordinate, execute, and evaluate strategic sampling initiatives targeting a segment of the market.

Environmental Construction Inc. Marketing Intern.

- Created content and integrated search engine optimization keywords into new website.
- Utilized Salesforce software to maintain and manage existing contracts bids and generate new leads.

PDQ Restaurant Brand. Marketing and Public Relations Intern.

- Manage and develop social media content for Twitter, Facebook, and Instagram.
- Compiled media lists and served as media contact for 25 openings and special events.
- Developed special events, promotions, and distribute press releases.



EXHIBIT A

City of Santa Monica Non-Discrimination Policy Acknowledgment

A. Discrimination.

Discrimination in the provision of services may include, but not be limited to the following:

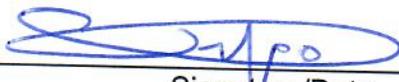
- (a) Denying any person any service, or benefit or the availability of a facility.
 - (b) Providing any service, or benefit to any person which is not equivalent, or in a non-equivalent manner or at a non-equivalent time, from that provided to others.
 - (c) Subjecting any persons to segregation or separate treatment in any manner related to the receipt of any service.
 - (d) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
 - (e) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.
- (1) Consultant shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.
 - (2) Consultant shall further establish and maintain written procedures under which any person applying for or receiving services hereunder, may seek resolution from Consultant of a complaint with respect to any alleged discrimination in the provision of services by Consultant's personnel.

At any time any person applies for services under this Agreement, he or she shall be advised by Consultant of these procedures. A copy of these procedures shall be posted by Consultant in a conspicuous place, available and open to the public, in each of Consultant's facilities where services are provided hereunder.

B. Non-discrimination in Employment

- (1) Consultant certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability in accordance with the requirements of City, State or Federal law. Consultant shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law. Such shall include, but not be limited to, the following:
 - (a) Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
 - (b) Selection for training, including apprenticeship.

- (2) Consultant agrees to post in conspicuous places in each of Consultant's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.
- (3) Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State or Federal law.
- (4) Consultant shall send to each labor union or representative coworkers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Consultant's commitments under this non-discrimination policy.
- (5) Consultant certifies and agrees that it will deal with its sub-consultants, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of City, State and Federal law.
- (6) In accordance with applicable State and Federal law, Consultant shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with this non-discrimination policy. Consultant shall provide other information and records as the representatives may require in order to verify compliance with this non-discrimination policy.
- (7) If City finds that any of the provisions of this non-discrimination policy have been violated, the same shall constitute a material breach of agreement upon which City may determine to cancel, terminate, or suspend this Agreement. While City reserves the right to determine independently that this nondiscrimination policy has been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated State or Federal non-discrimination laws shall constitute a finding by City that Consultant has violated the provisions of this non-discrimination policy.
- (8) The parties agree that in the event Consultant violates any of the non-discrimination policies set forth herein, City shall be entitled, at its option, to the sum of five hundred dollars (\$500) pursuant to Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement.
- (9) Consultant hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Consultant receiving Federal Financial Assistance.



 Signature/Date
 JOSH SQUIRE, CEO

07/26/18

CYCLEHOP LLC DBA HOPR

 Name of Proposer



EXHIBIT B

NON-COLLUSION DECLARATION TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }

JOSH SQUIRE, being first duly sworn, deposes, and says: that He/She is:

CEO

(Insert "Sole Owner," "A Partner", "President," "Secretary," or other proper title)

of CYCLEHOP LLC DBA HOPR

(Insert name of proposer)

Who submits herewith to the City of Santa Monica the attached proposal; that He, She, It, or They is (are) the person(s) whose name(s) is (are) (strike out words not appropriate) signed to the hereto attached proposal; that said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or on behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Declarant further deposes and says: that the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract or of any other proposer, or anyone else interested in the proposed contract; that the proposer has not in any manner sought by collusion to secure for himself, herself, itself, or themselves, an advantage over any other proposer. (strike out words not appropriate)

Declarant further deposes and says that prior to the public opening and recording of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham Proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else would submit a false or sham proposal, or that anyone should refrain from proposing or withdraw his/her proposal;
- (c) Did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix any overhead, profit or cost element of his, her, its, their price, or of that of anyone else; and
- (d) Did not, directly or indirectly, submit his, her, its, or their proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposal in his, her, its, or their business. (strike out words not appropriate)

I declare under penalty of perjury that the foregoing is true and correct.

 7/26/18

Signature/Date
JOSH SQUIRE, CEO

CYCLEHOP LLC DBA HOPR

Name of Proposer



EXHIBIT C

CITY OF SANTA MONICA OAKS INITIATIVE NOTICE

NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING DISCRETIONARY PERMITS, CONTRACTS, OR OTHER BENEFITS FROM THE CITY OF SANTA MONICA

Santa Monica's voters adopted a City Charter amendment commonly known as the Oaks Initiative. The Oaks Initiative requires the City to provide this notice and information about the Initiative's requirements. You may obtain a full copy of the Initiative's text from the City Clerk.

This information is required by City Charter Article XXII—Taxpayer Protection. It prohibits a public official from receiving, and a person or entity from conferring, specified personal benefits or campaign advantages from a person or entity after the official votes, or otherwise takes official action, to award a "public benefit" to that person or entity. The prohibition applies within and outside of the geographical boundaries of Santa Monica.

All persons or entities applying or receiving public benefits from the City of Santa Monica shall provide the names of trustees, directors, partners, and officers, and names of persons with more than a 10% equity, participation or revenue interest. An exception exists for persons serving in those capacities as volunteers, without compensation, for organizations exempt from income taxes under Section 501(c)(3), (4), or (6), of the Internal Revenue Code. However, this exception does not apply if the organization is a political committee or controls political committees. Examples of a "public benefit" include public contracts to provide goods or services worth more than \$25,000 or a land use approval worth more than \$25,000 over a 12-month period.

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person or persons who is seeking a "public benefit." If the "public benefit" is sought by an entity, rather than an individual person, the information includes the name of every person who is: (a) trustee, (b) director, (c) partner, (d) officer, or has (e) more than a ten percent interest in the entity. Therefore, if you are seeking a "public benefit" covered by the Oaks Initiative, you must supply that information on the Oaks Initiative Disclosure Form. This information must be updated and supplied every 12 months.



CITY OF SANTA MONICA
OAKS INITIATIVE DISCLOSURE FORM

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person or persons who is seeking a "public benefit." If the "public benefit" is sought by an entity, rather than an individual person, the information includes the name of every person who is: (a) trustee, (b) director, (c) partner, (d) officer, or has (e) more than a ten percent interest in the entity.

Public benefits include:

- 1. Personal services contracts in excess of \$25,000 over any 12-month period;
2. Sale of material, equipment or supplies to the City in excess of \$25,000 over a 12-month period;
3. Purchase, sale or lease of real property to or from the City in excess of \$25,000 over a 12-month period;
4. Non-competitive franchise awards with gross revenue of \$50,000 or more in any 12-month period;
5. Land use variance, special use permit, or other exception to an established land use plan, where the decision has a value in excess of \$25,000;
6. Tax "abatement, exception, or benefit" of a value in excess of \$5,000 in any 12-month period; or
7. Payment of "cash or specie" of a net value to the recipient of \$10,000 in any 12-month period.

Name(s) of persons or entities receiving public benefit:

CYCLEHOP LLC DBA HOPR

Name(s) of trustees, directors, partners, and officers:

JOSH SQUIRE

Name(s) of persons with more than a 10% equity, participation, or revenue interest:

JOSH SQUIRE,
YAROK TRANSIT LLC

Prepared by: JOSH SQUIRE Title: CEO

Signature: [Handwritten Signature] Date: 07/26/18

Email: JOSH@CYCLEHOP.COM Phone: 773-251-9757

FOR CITY USE ONLY:
Bid/PO/Contract # _____ Permit # _____



EXHIBIT D

INDEMNIFICATION AND INSURANCE AGREEMENT

This Indemnification and Insurance Agreement ("Agreement") is entered into on 07/26/18, 2018, by and between the **CITY OF SANTA MONICA**, a municipal corporation ("City") and CYCLEHOP LLC DBA HOPR ("Operator").

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. Operator is qualified to do business, and is doing business, in the State of California. Pursuant to Santa Monica Municipal Code Section 3.21 ("Shared Mobility Device Pilot Program" or "Pilot Program"), City's Director of Planning and Community Development selected Operator to receive a Shared Mobility Permit Operator Permit ("Permit") authorizing the deployment of a Shared Mobility Device within the City.
- C. Under Santa Monica Municipal Code Sections 3.21.070(a) and (b), Operator's participation in the Pilot Program and the issuance of the Permit is contingent on Operator executing an indemnification agreement and maintaining insurance coverage limits as determined by the City's Risk Manager.
- D. City and Operator desire to enter into this Agreement upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. AGREEMENT TO INDEMNIFY, DEFEND AND HOLD HARMLESS. Operator agrees to defend, indemnify, and hold harmless the City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all claims, damages, losses, expenses, fines, penalties, judgments, demands, and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, and amounts paid in compromise, settlement, or judgment, and reasonable legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) arising out of, in connection with, or which are in any way related to, the City's issuance of or decision to approve an Operator Permit, the process used by the City in making decisions, Operator's participation in the Shared Mobility Device Pilot Program, the Operator's (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by the Operator (including its officers, managers, employees, contractors, agents, and volunteers) or its users, or any bodily injury including death or damage to property arising out of or in connection with any use, misuse, placement or mis-placement of any of the Operator's device or equipment by any person, except such loss or damage which was caused by the sole willful misconduct of the City. Operator will conduct all defenses at its sole cost and expense, and City shall reasonably approve selection of the counsel to represent City as

proposed by Operator. This indemnity shall apply to all claims and liability regardless of whether any insurance policies of the Operator, its affiliates or any other parties are applicable thereto. The policy limits of any insurance of Operator, its affiliates or other parties are not a limitation upon the obligation of Operator, including without limitation, the amount of indemnification to be provided by Operator. The provisions of this section shall survive the termination of this Agreement.

2. INSURANCE. Operator agrees that, at no cost or expense to the City, at all times during the Operator's participation in the Pilot Program, Operator will maintain the insurance coverage set forth in Attachment "A" to this Agreement.

3. AMENDMENT/INTERPRETATION OF THIS AGREEMENT. This Agreement, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. This Agreement shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

4. SECTION HEADINGS. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

5. WAIVER. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement is sought, and no such waiver shall operate as a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. Except as specifically provided herein, no failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

6. SEVERABILITY AND GOVERNING LAW. If any provision or portion thereof of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

7. NOTICES. All notices, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed certified or registered mail and addressed as follows:

If to Operator:

If to City:

Mobility Division, Planning and Community Development
City of Santa Monica
1685 Main Street, Room 115
Santa Monica, CA 90401

ATTN: Peter Dzewaltowski, Transportation Planner

With a copy to:

Santa Monica City Attorney's Office
1685 Main Street, Third Floor
Santa Monica, CA 90401
Attention Lane, Dilg, City Attorney

8. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, which together shall constitute the same instrument.

9. EFFECTIVE DATE. This Agreement will be effective as of the date of the signature of City's representative as indicated below in City's signature block.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY OF SANTA MONICA,
a municipal corporation

DENISE ANDERSON-WARREN
City Clerk

By:

RICK COLE
City Manager

APPROVED AS TO FORM:

LANE DILG
City Attorney

OPERATOR

By:



Name: JOSH SQUIRE

Title: CEO

Attachment A
Insurance Requirements

Operator shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Operator, its agents, representatives, employees or subcontractors.

Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of no less than \$5,000,000 per occurrence and no annual aggregate.
2. **Workers' Compensation:** Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

If the Operator maintains broader coverage or higher limits than the minimums shown above, the City of Santa Monica requires and shall be entitled to the broader coverage or higher limits maintained by the Operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Monica.

Other Insurance Provisions

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - a. **Additional Insured Status:** The City of Santa Monica, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy. CGL coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37).
 - b. **Primary Coverage:** For any claims related to this Agreement, the Operator's insurance shall be primary coverage as least as broad as Insurance Services Office Form CG 20 01 04 13 as respects the City of Santa Monica, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees or volunteers shall be in excess of the Operator's insurance and shall not contribute with it.
 - c. **Notice of Cancellation:** Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the City of Santa Monica.
 - d. **Waiver of Subrogation:** Operator hereby grants to the City of Santa Monica a waiver of any right of subrogation which any insurer of said Operator may acquire against the City of Santa Monica by virtue of payment of any loss. Operator agrees to obtain any endorsement that may be necessary to

affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Santa Monica has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Santa Monica for all work performed by the Operator, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Santa Monica. The City of Santa Monica may require the Operator to purchase coverage with a lower retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the name insured or the City of Santa Monica.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Santa Monica.

Verification of Coverage

Operator shall furnish the City of Santa Monica with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage provided by this clause). All certificates and endorsements are to be received and approved by the City of Santa Monica before the permit is issued. However, failure to obtain required documents prior to the permit issuance shall not waive the Operator's obligation to provide them. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

Failure to Maintain Insurance Coverage

If Operator, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The City of Santa Monica, at its sole option, may terminate this Agreement and obtain damages from the Operator resulting from said breach.



EXHIBIT E

Shared Mobility Device User Release

(Operators must include release language in their applications and each rider must affirmatively sign or check a box within the application notating consent. Operators must obtain an affirmative signature or box check from riders as a condition for participating in the Shared Mobility Device Pilot Program.)

For and in consideration of rental and use of the [Bike, Scooter], rider, for himself or herself and on behalf of rider's heirs, executors, administrators and assigns, forever releases and relinquishes and discharges the City and its elected and appointed officials, officers, employees, agents, contractors, and volunteers (Collectively, the "City") from any and all claims, demands, disputes, losses, liabilities, debts, liens, charges, penalties, proceedings, causes of action and damages including for personal injury, wrongful death, property damage, and injury to rider or to third parties (Collectively, "Claims"), including unknown or unanticipated claims, which arise from or are related directly or indirectly to this agreement or the rental, maintenance, design, placement, use and/or operation of the Operator's equipment, including the bikes, scooter, or the Operator's website, including any and all claims related to the sole or partial negligence of the City or any other party. Rider hereby expressly waives any claims against the City which rider does not know or suspect to exist in his or her favor at the time of renting a bike or scooter, and expressly waives rider's rights under any statutes that purport to preserve rider's unknown claims.



Procurement
1717 Fourth Street, Suite 250
Santa Monica, CA 90401
Telephone: 310-458-8241
Fax: 310-393-6142

Date 7/18/18

RFP #181

ADDENDUM NO. 2

This addendum includes updated information pertaining to the posted audio recording of the Bidder's Conference that took place on Friday, July 13, 2018 at 9am. Details and access information is provided below:

The audio recording of the Bidders Conference that took place on Friday, July 13, 2018 at 9 am can be accessed at www.smgov.net/sharedmobility.

If there are any questions regarding this addendum, please submit to Peter Dzewaltowski at Peter.Dzewaltowski@smgov.net.

Acknowledged By: CYCLEHOP LLC DBA HOPR

COMPANY

JOSH SQUIRE

NAME OF REPRESENTATIVE

CEO

TITLE OF REPRESENTATIVE



Procurement
1717 Fourth Street, Suite 250
Santa Monica, CA 90401
Telephone: 310-458-8241
Fax: 310-393-6142

Date 7/11/18

RFP #181

ADDENDUM NO. 1

This addendum includes updated information pertaining to the Bidder's Conference on Friday, July 13, 2018 at 9am. Details and access information is provided below:

Friday June 13th
9 am PST
Call in number – 866-272-6951
URL -- www.uberconference.com/santamonicacity
Access Pin -- 27751

If there are any questions regarding this addendum, please submit to Peter Dzewaltowski at Peter.Dzewaltowski@smgov.net.

Acknowledged By:

CYCLEHOP LLC DBA HOPR

COMPANY

JOSH SQUIRE

NAME OF REPRESENTATIVE

CEO

TITLE OF REPRESENTATIVE